

AI-23767

6.D.

Claim of Rogelio Mata

CC REGULAR

Date: 11/09/2010
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Valde Guerra
Department: SAFETY DIVISION
Agenda Category: Closed Session

Information

CAPTION

Claim of Rogelio Mata

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	11/03/2010 08:56 AM	APRV
2	Auditor's Office	Linda Fong	11/05/2010 02:57 PM	APRV
3	Purchasing Department	Marty Salazar	11/05/2010 03:08 PM	APRV

Form Started By: Aida Alvarez
Started On: 11/03/2010 08:07 AM

Final Approval Date: 11/05/2010

AI-23769

6.E.

Claim of Jason Jimenez

CC REGULAR

Date: 11/09/2010
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Valde Guerra
Department: SAFETY DIVISION
Agenda Category: Closed Session

Information

CAPTION

Claim of Jason Jimenez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	11/03/2010 08:56 AM	APRV
2	Auditor's Office	Linda Fong	11/05/2010 02:58 PM	APRV
3	Purchasing Department	Marty Salazar	11/05/2010 03:08 PM	APRV

Form Started By: Aida Alvarez
Started On: 11/03/2010 08:19 AM

Final Approval Date: 11/05/2010

AI-23824

6.F.

**C-3391-10-D; Maria Isabel Morales v. Cemex Construction Materials South LLC and Sheriff Guadalupe "Lupe" Trevino
CC REGULAR**

Date: 11/09/2010
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE
Agenda Category: Closed Session

Information

CAPTION

C-3391-10-D; Maria Isabel Morales v. Cemex Construction Materials South LLC and Sheriff Guadalupe "Lupe" Trevino

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	11/04/2010 09:25 AM	APRV
2	Auditor's Office	Linda Fong	11/05/2010 02:59 PM	APRV
3	Purchasing Department	Marty Salazar	11/05/2010 03:09 PM	APRV

Form Started By: Monica Badillo
Started On: 11/04/2010 09:22 AM
Final Approval Date: 11/05/2010

AI-23828

6.G.

**Nicolas Cantu v. Hidalgo County, Cause #C806-07-F
CC REGULAR**

Date: 11/09/2010
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Closed Session

Information

CAPTION

Nicolas Cantu v. Hidalgo County; Cause #C806-07-F

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	11/04/2010 10:02 AM	APRV
2	Auditor's Office	Linda Fong	11/05/2010 03:00 PM	APRV
3	Purchasing Department	Marty Salazar	11/05/2010 03:09 PM	APRV

Form Started By: Angela Garcia
Started On: 11/04/2010 09:36 AM
Final Approval Date: 11/05/2010

AI-23768

7.D.

Claim of Rogelio Mata

CC REGULAR

Date: 11/09/2010
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Valde Guerra
Department: SAFETY DIVISION
Agenda Category: Open Session

Information

CAPTION

Claim of Rogelio Mata

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	11/03/2010 08:56 AM	APRV
2	Auditor's Office	Linda Fong	11/05/2010 02:58 PM	APRV
3	Purchasing Department	Marty Salazar	11/05/2010 03:08 PM	APRV

Form Started By: Aida Alvarez
Started On: 11/03/2010 08:17 AM

Final Approval Date: 11/05/2010

AI-23770

7.E.

Claim of Jason Jimenez

CC REGULAR

Date: 11/09/2010
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Valde Guerra
Department: SAFETY DIVISION
Agenda Category: Open Session

Information

CAPTION

Claim of Jason Jimenez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	11/03/2010 08:56 AM	APRV
2	Auditor's Office	Linda Fong	11/05/2010 02:59 PM	APRV
3	Purchasing Department	Marty Salazar	11/05/2010 03:08 PM	APRV

Form Started By: Aida Alvarez
Started On: 11/03/2010 08:20 AM

Final Approval Date: 11/05/2010

AI-23825

7.F.

**C-3391-10-D; Maria Isabel Morales v. Cemex Construction Materials South LLC and Sheriff Guadalupe "Lupe" Trevino
CC REGULAR**

Date: 11/09/2010
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE
Agenda Category: Open Session

Information

CAPTION

C-3391-10-D; Maria Isabel Morales v. Cemex Construction Materials South LLC and Sheriff Guadalupe "Lupe" Trevino

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	11/04/2010 09:25 AM	APRV
2	Auditor's Office	Linda Fong	11/05/2010 03:00 PM	APRV
3	Purchasing Department	Marty Salazar	11/05/2010 03:09 PM	APRV

Form Started By: Monica Badillo
Started On: 11/04/2010 09:23 AM
Final Approval Date: 11/05/2010

AI-23829

7.G.

**Nicolas Cantu v. Hidalgo County; Cause #C806-07-F
CC REGULAR**

Date: 11/09/2010
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Open Session

Information

CAPTION

Nicolas Cantu v. Hidalgo County; Cause #C806-07-F

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	11/04/2010 10:02 AM	APRV
2	Auditor's Office	Linda Fong	11/05/2010 03:00 PM	APRV
3	Purchasing Department	Marty Salazar	11/05/2010 03:09 PM	APRV

Form Started By: Angela Garcia
Started On: 11/04/2010 09:37 AM
Final Approval Date: 11/05/2010

AI-23771

10.B.

**Unitrin Insurance Company Settlement Check
CC REGULAR**

Date: 11/09/2010
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 Unitrin Insurance Company in the amount of \$835.76 to settle auto accident with County vehicle. (Precinct 3)

BACKGROUND

DOL: 07/02/10

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

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: 0-1100-360-00-000-005-0-000

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: 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	11/03/2010 09:06 AM	APRV
2	Sylvia Solis	Sylvia Solis	11/03/2010 03:29 PM	APRV
3	Auditor's Office	Linda Fong	11/05/2010 03:01 PM	APRV
4	Purchasing Department	Marty Salazar	11/05/2010 03:08 PM	APRV

Form Started By: Aida Alvarez
Started On: 11/03/2010 08:27 AM

Final Approval Date: 11/05/2010

AI-23863

11.A.

**Acceptance of resignation of county judge
CC REGULAR**

Date: 11/09/2010
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE
Agenda Category: County Judge's Office

Information

CAPTION

1. Acceptance of resignation of County Judge
2. Approval to appoint Interim County Judge

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	11/05/2010 11:58 AM	APRV
2	Roland Garcia	Rolando Garcia	11/05/2010 12:26 PM	APRV
3	Auditor's Office	Linda Fong	11/05/2010 03:03 PM	APRV
4	Purchasing Department	Marty Salazar	11/05/2010 03:09 PM	APRV

Form Started By: Monica Badillo
Started On: 11/05/2010 10:09 AM

Final Approval Date: 11/05/2010

AI-23886

12.A.

**Approval of Official Bond for Interim County Judge
CC REGULAR**

Date: 11/09/2010
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE
Agenda Category: County Clerk

Information

CAPTION

Approval of Official Bond for Interim County Judge

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-413-00-125-001-0-529
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Funds available as of 11/05/10, refer to req #00184765.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	11/05/2010 03:38 PM	APRV
1	Budget & Management	Sylvia Solis	11/05/2010 03:38 PM	APRV
2	Sylvia Solis	Sylvia Solis	11/05/2010 03:39 PM	APRV
2	Sylvia Solis	Sylvia Solis	11/05/2010 03:39 PM	APRV
3	Auditor's Office		11/05/2010 04:11 PM	NEW
3	Auditor's Office		11/05/2010 04:11 PM	NEW

Form Started By: Monica Badillo Started On: 11/05/2010 03:22 PM
Final Approval Date: 11/05/2010

AI-23777

13.A.

Contract between Hidalgo County and Texas Department of Family and Protective Services (Title IV E)

CC REGULAR

Date: 11/09/2010
Submitted By: Roy Cazares, DISTRICT ATTORNEY
Submitted For: Roy Cazares
Department: DISTRICT ATTORNEY
Agenda Category: District Attorney

Information

CAPTION

1. Approval of the Title IV-E Child Welfare Services Renewal Contract - Contract #23381025.
2. Approval of certifications regarding Lobbying; Drug-Free Workplace; and Anti-Trust.
3. Approval for County Judge to sign the required documents.

BACKGROUND

Texas Department of Family and Protective Services does partial reimbursement to Hidalgo County for the handling of Title IV-E cases (CPS).

Fiscal Impact

FISCAL YEAR: 2010
FUNDS AVAILABLE Y/N?: Y

ACCT. #: 0-1100-334-00-360-001-0-000).
MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

The County matches 100% of all costs related to Title IV E County Child Welfare Services. However, the Texas Department of Family and Protective Services will reimburse the county for part of the expenses when the county handles Title IV E cases. Actual reimbursement will be based on Eligible Population Rate (EPR) in effect for the county during the month in which expenses are incurred. The reimbursement is then receipted in a General Fund Revenue account (Acct # 0-1100-334-00-360-001-0-000).

Attachments

Link: [TitleIVEContract](#)

Link: [Signatureform](#)

Link: [Certifications](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	11/03/2010 03:11 PM	APRV
2	Sylvia Solis	Sylvia Solis	11/05/2010 01:58 PM	APRV
3	Auditor's Office	Linda Fong	11/05/2010 03:57 PM	APRV

4 Purchasing Department Marty Salazar 11/05/2010 04:07 PM APRV

Form Started By: Roy Cazares

Started On: 11/03/2010 12:42
PM

Final Approval Date: 11/05/2010

**Budget for Title IV-E
County Child Welfare Services Contract**

Summary			
County:		Hidalgo County	
Contract Number:		23381025	
Budget Effective Date:		10/01/2010 - 09/30/2011	
Cost Category	Estimated Total Expenses Allocable to Title IV-E	Total Anticipated Federal Reimbursement*	Total Anticipated County Match
A. Administration			
A.1. Direct Personnel Salaries	\$812,378.13	\$0.00	\$812,378.13
A.2. Direct Personnel Fringe Benefits	\$75,988.50	\$0.00	\$75,988.50
A.3. Direct Personnel Travel	\$3,375.00	\$0.00	\$3,375.00
A.4. Direct Materials and Supplies	\$5,000.00	\$0.00	\$5,000.00
A.5. Direct Equipment	\$0.00	\$0.00	\$0.00
A.6. Direct Other Costs	\$2,900.00	\$0.00	\$2,900.00
Total Administration	\$899,641.63	\$0.00	\$899,641.63
B. Training			
B.1. Title IV-E Training (75%)	\$11,296.00	\$0.00	\$11,296.00
B.2. Title IV-E Fostering Connections Training (65%)	\$0.00	\$0.00	\$0.00
B.3. Non-Title IV-E Training (50%)	\$11,296.00	\$0.00	\$11,296.00
Total Training	\$11,296.00	\$0.00	\$11,296.00
C. Supplemental Foster Care Maintenance (SFCM)			
Total SFCM	\$0.00	\$0.00	\$0.00
D. Indirect Costs (if applicable)	50000		
Total Indirect Costs	\$0.00	\$0.00	\$0.00
Grand Total	\$910,937.63	\$0.00	\$910,937.63
*Estimated Federal Reimbursement for expenses based on Eligible Population Rate (EPR) during 3rd quarter of the preceding fiscal year: Actual reimbursement will be based on EPR in effect for the county during the month in which expenses were incurred.		0.000%	
* Estimated Federal Reimbursement for Supplemental Foster Care Maintenance expenses based on Federal Medicaid Assistance Percentage (FMAP) rate in effect during preceding fiscal year: Actual reimbursement will be based on FMAP rate in effect at the time reimbursement is made to contractor.		0.000%	
Indirect Cost Rate, if applicable (attach a copy of the approved Certificate of Indirect Costs): <u>Contractor Certification</u>		0.000%	
Signature <i>Rene Ramirez, County Judge</i> Printed Name & Title		Date	

ATTENTION:

- **All Contractors/Potential Contractors are required to fill out and submit this form.**
 - o Corporations may fill out Section A or Section B.
 - o All other entities, including, but not limited to, sole proprietorships, partnerships, and governmental entities must fill out Section B.

SECTION A:

STATE OF TEXAS, COUNTY OF HIDALGO

On the 9TH day of NOVEMBER, 2010, at a meeting of the Commissioners' Court of HIDALGO COUNTY, held in the City of EDINBURG, HIDALGO County, with a quorum of the Commissioners present, the following business was conducted:

It was duly moved and seconded that the following resolution be adopted:

BE IT RESOLVED that the Commissioners Court of the County of Hidalgo do hereby authorize RENE RAMIREZ, COUNTY JUDGE and his successors in office to negotiate, on terms and conditions that he may deem advisable, a contract or contracts with the Texas Department of Family and Protective Services, and to execute the contract or contracts on behalf of the County of Hidalgo, and further we do hereby give him the power and authority to do all things necessary to implement, maintain, amend, or renew the contract.

The above resolution was passed by a majority of those present and voting in accordance with the laws of the state of Texas.

I certify that the above and foregoing constitutes a true and correct copy of a part of the minutes of a meeting of the Commissioners' Court of HIDALGO COUNTY held on the 9TH day of NOVEMBER, 2010.

Secretary

Subscribed and sworn before me, _____, a Notary Public for the County of _____, on the _____ day of _____, _____.

Notary Public

County of Notary Public

State of Notary Public

SECTION B:

The Contractor/Potential Contractor shall either attach a document or letter designating Contractor's/Potential Contractor's signature authority, including the signature authority's name and title, **or** verify that the signature below is the only signature authority designated for contracting with DFPS.

☐ Document attached

☒ Signature used below is the **only** signature authority for the Contractor/Potential Contractor

The Contractor/Potential Contractor understands that there is an ongoing duty to notify DFPS in writing of any change to signature authority during the term of the contract with DFPS. The Contractor/Potential Contractor verifies that the attached document or signature below is a complete, true, and correct representation of signature authority.

Rene Ramirez
Printed Name

Signature of Authorized Representative

County Judge
Title of Authorized Representative

Date

Hidalgo County
Legal Name of Contractor/Potential Contractor

23381024 and 23381025
Contract or Procurement Number

Certifications (Governmental Entities)

Certifications Regarding Lobbying; Drug-Free Workplace; and Anti-Trust.

The certifications enumerated below represent material facts upon which DFPS relies upon when accepting a bid for this solicitation. If the Department later determines that Potential Contractor knowingly rendered an erroneous certification, DFPS may pursue all available remedies in accordance with Texas and U.S. law. Potential Contractor further agrees that it will provide immediate written notice to DFPS if at any time Potential Contractor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. **If the Potential Contractor cannot certify the accuracy of all the statements contained in this section, Potential Contractor must provide written notice to DFPS detailing which of the below statements it cannot certify and why.**

A. Certification Regarding Lobbying. State and Federal law place restrictions on the use of state and federal funds in regard to lobbying. The Potential Contractor certifies, to the best of his or her knowledge and belief, that:

1. In accordance with 31 U.S.C. §1352, no Federal appropriated funds have been paid or will be paid, by or on behalf of the Potential Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

3. The Potential Contractor shall require that the language of this certification be included in the award documents for subcontracts and that all subcontractors shall certify and disclose accordingly.

4. Payments of appropriated or other funds to Potential Contractor under any resulting agreement are not prohibited by Texas Government Code §556.005 or §556.008.

B. Drug-Free Workplace Certification.

Potential Contractor certifies that it will or will continue to provide a drug-free workplace by:

1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

2) Establishing an ongoing drug-free awareness program to inform employees about --

a) The dangers of drug abuse in the workplace;

b) The grantee's policy of maintaining a drug-free workplace;

c) Any available drug counseling, rehabilitation, and employee assistance programs; and

d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (D)(1);

4) Notifying the employee in the statement required by paragraph (D)(1) that, as a condition of employment under the grant, the employee will --

a) Abide by the terms of the statement; and

b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

5) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (D)(4)(b) from an employee or otherwise receiving actual notice of such

Certifications (Governmental Entities)

conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

6) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (D)(4)(b), with respect to any employee who is so convicted --

a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

b) Requiring such employee to participate satisfactorily in a drug abuse assistance or

rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7) Making a good faith effort to continue to maintain a drug-free workplace.

C. Anti-Trust Certification. Pursuant to 15 U.S.C. Sec. 1, et seq. and Tex. Bus. & Comm. Code Sec. 15.01, et seq., Potential Contractor certifies that neither the contractor nor the firm, corporation, partnership, or institution represented by the Potential Contractor, or anyone acting for such a firm, corporation, or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

As the duly authorized representative of the Potential Contractor, I hereby certify that the Potential Contractor will comply with the above certifications.

Rene Ramirez	
Printed Name of Authorized Representative	Signature of Authorized Representative
County Judge	
Title of Authorized Representative	Date
Hidalgo County	#23381024 and 23381025
Legal Name of Potential Contractor	Procurement or Contract Number

AI-23799

14.A.

**Vehicle Use Agreement
CC REGULAR**

Date: 11/09/2010
Submitted By: Emilia Uriegas, SHERIFF DEPT.
Submitted For: Lupe Trevino
Department: SHERIFF DEPT.
Agenda Category: Sheriff's Office

Information

CAPTION

1. Approval of Vehicle Use Agreement with National Insurance Crime Bureau (NICB) for one (1) 2003 Cadillac CTS (VIN #1G6DM57N730164874) for the consideration of \$1.00 (one dollar) for said vehicle.
2. Approval to authorize County Auditor to process payment for \$1.00 to National Insurance Crime Bureau. The amount is to be charged to the Sheriff's Office Account #0-1100-421-00-280-001-0-741.

BACKGROUND

County Judge is required to sign two (2) original copies to provide a copy for both parties.

Fiscal Impact

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

Hidalgo County would be required to provide insurance coverage on said vehicle.

Attachments

Link: [vehicle.use.agreement](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	11/04/2010 08:17 AM	APRV
2	Budget & Management	Sylvia Solis	11/04/2010 08:39 AM	APRV
3	Manuel Chapa	Manuel Chapa	11/05/2010 02:24 PM	APRV
4	Auditor's Office	Linda Fong	11/05/2010 04:00 PM	APRV
5	Dina Trevino		11/05/2010 04:11 PM	NEW

Form Started By: Emilia Uriegas

Started On: 11/03/2010 03:11 PM

Final Approval Date: 11/05/2010



VEHICLE DONATION AGREEMENT

The National Insurance Crime Bureau ("NICB") does hereby donate to the **Hidalgo County Sheriff's Office** (the "Agency") the vehicle described as:

Year: 2003
Make: CADILLAC
Model: CTS
VIN: 1G6DM57N730164874

The vehicle will be used by the Agency for **the investigation of insurance related crimes.**

This agreement is subject to the following conditions:

1. The Agency accepts from the NICB, the above-described vehicle for one dollar (\$1.00) and other valuable considerations for use in pursuit of its lawful purpose. The Agency shall accept said vehicle "as is" and shall re-title the vehicle in the name of the Agency prior to any use.
2. In the event the vehicle is not re-titled in the name of the Agency within 90 days from the date last written below, the Agency shall immediately return said vehicle to the NICB.
3. In the event that any injury or property damage results from the above described activities while the vehicle is in the custody of the Agency, its agents or assigns, the Agency shall assume all liability.
4. The Agency does hereby release the NICB from any and all claims arising from its use of the vehicle.
5. The Agency agrees and warrants that it shall, if applicable, provide insurance coverage (self-insured agency) for the above-described vehicle in the normal course of its business.
6. The effective date of this agreement shall be the date the vehicle is delivered into the custody of the Agency.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this _____ day of _____, 20____.

THE AGENCY:

By: _____

Name of Signer

Its: _____

Title

Date: _____

NATIONAL INSURANCE CRIME BUREAU:

By: _____

John A. Mitchell

Name of Signer

Its: Special Agent

Title

Date: 10/29/2010

VIN: 1G6DM57N730164874

NICB File #: C1030200009

AI-23842

14.B.

FBI Overtime (1284)

CC REGULAR

Date: 11/09/2010
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 a third position.
2. Approval of Certification of Revenues as certified by the County Auditors for the FBI agreement for overtime.
3. Approval of budget amendment (increase) for additional funding in the amount of \$17,202.25.

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.

AMENDMENT

Approval of overtime funding for the first two positions was granted on 11/02/10 (AI#-23715).

Overtime funding ends 09/30/11.

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: 0-1284-421-00-280-056-1-131

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Appropriation of funds in the total amount of \$17,202.25 for FBI overtime. Funding is for period of 10/1/10 to 9/30/11, for a third position.

Revenue account# 0-1284-331-11-280-056-1-000 - 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)

Attachments

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

Link: [Budget.Appropriation](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Pat Medina	Pat Medina	11/04/2010 03:12 PM	APRV
2	Budget & Management	Sylvia Solis	11/05/2010 08:09 AM	APRV
3	Manuel Chapa	Manuel Chapa	11/05/2010 12:18 PM	APRV
4	Rosalinda Cantu	Rosie Cantu	11/05/2010 02:05 PM	APRV
5	Auditor's Office	Linda Fong	11/05/2010 04:02 PM	APRV
6	Purchasing Department	Marty Salazar	11/05/2010 04:07 PM	APRV

Form Started By: Emilia Uriegas

Started On: 11/04/2010 01:11
PM

Final Approval Date: 11/05/2010



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

November 4, 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 three deputies assigned to the task force, Joshua Kaltenbach, David Garcia, and Onorio Pelayo. 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

A handwritten signature in black ink, appearing to read "Daniel D. Snow", is written over a horizontal line.

Daniel D. Snow
Acting Supervisory Special Agent

McAllen Resident Agency
(956) 984-6335

NOTICE OF LIMITS

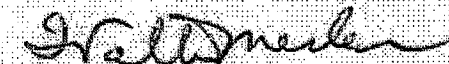
FOR

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: FBI--Overtime

ACCOUNT NUMBER: 0-1284-421-00-280-056-1-131

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
0-1284-421-00-280-056-1-131	Overtime Pay	17,202.25

TOTAL APPROPRIATIONS 17,202.25

0-1284-331-11-280-056-1-000 **Federal Bureau of Investigation (FBI)** 17,202.25

TOTAL REVENUES 17,202.25

REASON: To appropriate budget for FY2011 overtime funding provided by the Federal Bureau of Investigation (FBI) for a third officer. 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).

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-23808

15.B.

**Public Hearing on the On Site Sewage Facilities (OSSF Order Ordinance
CC REGULAR**

Date: 11/09/2010
Submitted By: Josie Escalante, HEALTH & HUMAN SERVICES DEPT.
Submitted For: Eddie Olivarez
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Category: Health & Human Services Dept.

Information

CAPTION

1. Public Hearing on the On-Site Sewage Facility (OSSF) Orders Ordinance and Resolutions in accordance to Texas Health & Safety Code Chapter 366.
2. Requesting approval to pass the 2010 OSSF Orders as modified and presented.
3. Authorization and approval for HCHHS to follow up with each of the municipalities and update our OSSF inter-local agreement for their cities and ETJ

BACKGROUND

Fiscal Impact

Attachments

Link: [Notice of Public Hearing](#)

Link: [OSSF Inter local Agreement](#)

Link: [Hidalgo County OSSF](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	11/04/2010 07:51 AM	APRV
2	Manuel Chapa	Manuel Chapa	11/05/2010 02:31 PM	APRV
3	Auditor's Office	Linda Fong	11/05/2010 04:05 PM	APRV
4	Purchasing Department	Marty Salazar	11/05/2010 04:07 PM	APRV

Form Started By: Josie Escalante

Started On: 11/03/2010 03:45 PM

Final Approval Date: 11/05/2010

Notice of Public Hearing for
Hidalgo County Health & Human Services
County of Hidalgo, State of Texas

**Proposed On-Site Sewage Facility (OSSF)
orders, ordinances, and resolutions**

The County Commissioners of Hidalgo County, will conduct a public hearing under the authority of 30 TAC 285. 10(b) (5) and Chapter 366, Texas Health & Safety Code to consider the regulation of **on-site sewerage facilities (OSSF)**, which includes septic tanks and systems in Hidalgo County, Texas to prevent possible pollution or injury to public health. A copy of the proposed order is available for review at the office Hidalgo County Health & Human Services OSSF Division, 1304 South 25th Ave. Edinburg, Texas 78542, 8:00 a.m. thru 5:00 p.m. The public hearing will be held at ...

Tuesday, November 9, 2010
10:00 A.M.
Hidalgo County Commissioners Courtroom
100 East Cano 1st floor
Edinburg, TX 78539

All interested persons are encouraged to participate in the public hearing.

SPECIAL MEETING –November 9, 2010

BE IT REMEMBERED, that on this 9th day of November, A.D. 2010, there was begun and held a SPECIAL MEETING of the Honorable Commissioners Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

Honorable Rene Ramirez	Hidalgo County Judge
Honorable A.C. Cuellar	Commissioner, Precinct No. 1
Honorable Hector (Tito) Palacios	Commissioner, Precinct No. 2
Honorable Jose M. Flores	Commissioner, Precinct No. 3
Honorable Oscar L. Garza, Jr.	Commissioner, Precinct No. 4

and **Arturo Guajardo, Jr.**, HIDALGO COUNTY CLERK & EX-OFICIO CLERK OF THE COMMISSIONERS COURT of Hidalgo County, Texas, Wherein the following proceedings were had, to-wit:

STATE OF TEXAS

COUNTY OF HIDALGO

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF _____ AND
COUNTY OF HIDALGO, TEXAS.**

WITNESSETH:

WHEREAS, City of _____ is a general law municipality created by the laws of the Texas;

WHEREAS, County is a county in the State of Texas (the "County");

WHEREAS, City of _____ is in need of obtaining services for the inspection and permitting on-site sewage disposal systems (Septic Tanks) within its jurisdiction and desires to obtain such services from County.

WHEREAS, County has the expertise and equipment to provide certain permitting and inspection services on behalf of City of _____ as further described herein (the "Services")

WHEREAS, both parties recognize the environmental benefits of regulating, inspecting and permitting Septic Tanks and desire to cooperate with each other to meet local and state Septic Tank requirements;

WHEREAS, City of _____ and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas government Code 791.001 et seq., (the "Act") which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act;

NOW THEREFORE, City of _____ and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. County shall inspect Septic Tanks within the jurisdiction of City of _____ including but not limited to, performing subsoil texture test and evaluation of Septic Tank systems.
2. County shall provide all necessary equipment, materials and personnel to conduct inspections and issue permits at it sole cost and expense.
3. County shall comply with all present or future laws pertaining to the inspection and approval of sanitary sewer systems in Texas and shall enforce all rules and regulations required by the State of Texas or local applicable codes.
4. City of _____ agrees that the County shall charge and collect the following permit fees, Installation Permit eighty-five dollars zero cents \$85.00 and Final Inspection Permit sixty dollars and zero cents \$60.00. However, if the County conducts an inspection and a permit is not issued for any reason, the County shall be entitled to charge the amount specified from the home owner and may issue citation to the Septic

system installer for not obtaining a permit.

5. County shall not be responsible for the maintenance, upkeep or environmental compliance once an inspection and permit is issued and the County shall not be held liable for same once the Services are completed.
6. A permit applicant shall have one (1) year to construct its septic system from the date an "Authorization to Construct" is issued by the County (see Exhibit "A" attached hereto). Should construction not be completed and a final inspection conducted by County within one (1) year from the date of the "Authorization to Construct" then the County shall require a permit applicant to submit a new application and fee as described herein. Upon a successful inspection, the County shall issue a Notice of Approval to the permit applicant within approximately two (2) working days.
7. In accordance with Texas Health and Safety Code, Sec. 366.003, County shall not be liable for damages resulting from the approval of the installation and operation of a Septic Tank. County shall not be responsible for any damage to personal or real property for any septic systems within City of _____ caused by the County's inspection and permitting process described herein.
8. During the term of this Agreement, the County shall have sole exclusive rights to permit and inspect Septic Tanks within City of _____ except that the Texas Commission of Environmental Quality may override the County's authority at any time.
9. **Term.** The term of this Agreement shall commence on the date of execution of this Agreement and shall continue until the date this Agreement is terminated.
10. **Termination.** Either party may terminate this Agreement upon (30) days written notice to the non-terminating party for any reason or no reason at all.
11. **Conflict with applicable Law.** Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this agreement and any 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.
12. **No Waiver.** No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
13. **Entire Agreement.** This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representation or agreements in connection this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City of _____ and County and not otherwise.

14. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligation of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.
15. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests, or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Hidalgo County: Hidalgo County Health & Human Services
Attn: Eduardo Olivarez, Chief Administrative Officer
1304 South 25th Avenue
Edinburg, Texas 78542

If to City of _____: City of _____

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

16. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
17. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
18. **Assignment.** This Agreement shall not be assignable.
19. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
20. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.
21. **Authority to Execute.** The performance of this Agreement by each of the parties have been duly authorized by all necessary laws, resolutions, ordinances or government body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.

22. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
23. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of the Agreement. The parties intend this provision to be continuing right to terminate this Agreement at the expiration each budget period of each party hereto pursuant to the provisions of Tex. Loc. Gov't Code Ann. Section 271.903.
24. **Serverability.** Should any phrase, clause, sentence, or section of this Agreement be judicially declared to be invalid, unenforceable, or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and such part of the Agreement will be deemed to have been stricken herefrom, and the remainder of this Agreement will have the same force and effect if such part or parts had never been included herein.

WITNESS THE HANDS OF THE PARTIES effective as of the ____ day
of _____, 2010.

CITY OF _____

, Mayor

ATTEST:

City Secretary

HIDALGO COUNTY, TEXAS

Rene Ramirez, County Judge

ATTEST:

County Clerk

APPROVED AS TO FORM:
ATLAS & HALL, LLP

By: _____
Stephen L. Crain

COUNTY OF HIDALGO

§

STATE OF TEXAS

§

AFFIDAVIT

Before me, the undersigned authority, personally appeared who, being by me duly sworn, deposed as follows:

My name is _____, I am of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

I am the custodian of the records of the County Clerks Office for the County of Hidalgo, Texas. Attached hereto are _____ () pages of records known as the On-Site Sewage Facilities Order. The records are kept by me as County Clerk, County of Hidalgo, in the regular course of business with knowledge of the act, event, condition, opinion, or diagnosis, recorded to make the record or to transmit information thereof to be included in such record; and the record was made at or near the time or reasonably soon thereafter. The record attached hereto is the original or exact duplicate of the official record.

Arturo Guajardo, Jr.
County Clerk

BEFORE ME, the undersigned authority, a Notary Public in and for said County, Texas, on this day personally appeared Arturo Guajardo, Jr., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20__.

(SEAL)

Notary/Public, State of Texas
My commission expires:

ORDER ADOPTING RULES OF HIDALGO COUNTY, TEXAS
FOR ON-SITE SEWAGE FACILITIES
PREAMBLE

WHEREAS, the Texas Commission on Environmental Quality (TCEQ) has established Rules for on-site sewage facilities to provide the citizens of this State with adequate public health protection and a minimum of environmental pollution; and

WHEREAS, the Legislature has enacted legislation, codified as Texas Health and Safety Code (THSC), Chapter 366, which authorizes a local government to regulate the use of on-site sewage facilities in its jurisdiction in order to abate or prevent pollution or injury to public health arising out of the use of on-site sewage facilities; and

WHEREAS, due notice was given of a public meeting to determine whether the Commissioners Court of Hidalgo County, Texas should enact an order controlling or prohibiting the installation or use of on-site sewage facilities in the County of Hidalgo, Texas; and

WHEREAS, the Commissioners Court of Hidalgo County, Texas finds that the use of on-site sewage facilities in Hidalgo County, Texas is causing or may cause pollution, and is injuring or may injure the public health; and

WHEREAS, the Commissioners Court of Hidalgo County, Texas has considered the matter and deems it appropriate to enact an Order adopting Rules regulating on-site sewage facilities to abate or prevent pollution, or injury to public health in Hidalgo County, Texas.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS:

SECTION 1. THAT the matters and facts recited in the preamble hereof are hereby found and determined to be true and correct;

SECTION 2. THAT the use of on-site sewage facilities in Hidalgo County, Texas is causing or may cause pollution or is injuring or may injure the public health;

SECTION 3. THAT an Order for Hidalgo County, Texas be adopted entitled "On-Site Sewage Facilities", which shall read as follows:

AN ORDER ENTITLED ON-SITE SEWAGE FACILITIES

SECTION 4. CONFLICTS.

This Order repeals and replaces any other On-site Sewage Facility (OSSF) Order for Hidalgo County.

SECTION 5. CHAPTER 366.

The County of Hidalgo, Texas clearly understands that there are technical criteria, legal requirements, and administrative procedures and duties associated with regulating on-site sewage facilities, and will fully enforce Chapter 366 of the THSC and Chapters 7 and 37 of the Texas Water Code (TWC), and associated rules referenced in Section 8 of this Order.

SECTION 6. AREA OF JURISDICTION.

The Rules shall apply to all the area lying in Hidalgo County, Texas, except for the area regulated under an existing Rule and the areas within incorporated cities.

These rules shall apply to those incorporated cities of towns that have executed inter-governmental contracts with Hidalgo County.

SECTION 7. ON-SITE SEWAGE FACILITY RULES.

Any permit issued for an on-site sewage facility within the jurisdictional area of Hidalgo County, Texas must comply with the Rules adopted in Section 8 of this Order.

SECTION 8. ON-SITE SEWAGE FACILITY RULES ADOPTED.

The Rules, Title 30 Texas Administrative Code (TAC) Chapter 30, Subchapters A and G, and Chapter 285, promulgated by the TCEQ for on-site sewage facilities are hereby adopted, and all officials and employees of Hidalgo County, Texas having duties under said Rules are authorized to perform such duties as are required of them under said Rules.

SECTION 9. INCORPORATION BY REFERENCE.

The Rules, 30 TAC Chapter 30, Subchapters A and G, and Chapter 285 and all future amendments and revisions thereto are incorporated by reference and are thus made a part of these Rules.

SECTION 10. AMENDMENTS.

The County of Hidalgo, Texas wishing to adopt more stringent Rules for its OSSF Order understands that the more stringent local Rule shall take precedence over the corresponding TCEQ requirement. Listed below are the more stringent Rules adopted by Hidalgo County, Texas:

- 10.1 All Texas Water Development Board statutes, rules and regulation now or hereafter applicable to an economically distressed area shall apply to permitting associated with on-site sewage facilities.
- 10.2 A permit shall be required for all on-site sewage facilities located within Hidalgo County's area of jurisdiction regardless of the size of the tract to be served by the facility.
- 10.3 Prior to the issuance of a permit, and in order to insure floodplain issues are properly addressed, an applicant for an on-site sewage facility must obtain a determination from the Hidalgo County Floodplain Administrator that the tract to be serviced by the on-site sewage facility is in compliance with the Hidalgo County Flood Damage Prevention Order.

- 10.4 An applicant is required to insure that all persons and/or entities retained by the applicant to install an on-site sewage facility on the applicant's tract maintain a copy of their current certificate/registration at the job-site while installation of the on-site sewage facility is in progress.
- 10.5 The County may assess the applicant a re-inspection fee on the on-site sewage facility each time a County re-inspection is required. The re-inspection fee shall be set by the County and the County may revise this fee from time to time.
- 10.6 In no case shall the sewer line diameter for the proposed on-site sewage facility be reduced to a size smaller than the sewer stub out for the improvements to be serviced by the on-site sewage facility.
- 10.7 No personal property, including but not limited to, picnic tables, play equipment or BBQ pits, shall be placed within the surface application spray area of the on-site sewage facilities installed on the applicant's tract.
- 10.8 Hidalgo County will require two (2) OSSF permits the **Installation permit** and **Final Inspection permit** each to be purchased prior to each phase of inspection. The Installation permit and Final Inspection fees shall be set by the County Commissioners Court and the County may revise this fee from time to time.
- 10.9 The **Installation permit** will be purchased at the beginning of development. The homeowner/developer must present the appropriate OSSF site plans and meet all of the OSSF guidelines as required by Hidalgo County and TCEQ. In addition, the homeowner/developer must have been approved and cleared for construction by the Hidalgo County Planning Department prior to site development. In the event of a commercial development, a Fire Marshal Inspection/approval must be obtained to assure continuation of the project. The Fire Marshal must be an official representative of the indicated jurisdiction.

The **Final Inspection permit** will be purchased when the dwelling/commercial development is completed and the final connections from the dwelling/commercial development to the system is made and confirmed. The final inspection will also consist of a confirmation that the system installed has met the guidelines in accordance to the final square footage of the structure built.

In the event that the dwelling/commercial development constructed is larger than initially approved by Hidalgo County OSSF and Hidalgo County Planning Department officials, the homeowner may need to upgrade the OSSF system in order to meet Hidalgo County/TCEQ requirements. Final approval of the dwelling/commercial development will not be given until the final inspection is completed.

- 10.10 Upon final inspection, Hidalgo County OSSF inspectors must visually confirm that the identified dwelling/commercial development is physically connected to the OSSF system. In addition, the Hidalgo County OSSF inspector must verify that there is no additional dwelling connected to the single approved system. This is to assure that Hidalgo County's requirements are met in regards to the "one single family detached dwelling per lot rule."

- 10.11 It will be the homeowner's responsibility to make sure that only one officially approved dwelling will be connected to the OSSF system. Violation of this requirement may lead to an issuance of a citation resulting in fines and additional legal action.
- 10.12 In the event of a pre-existing building or agricultural site requiring an electrical service, an inspection must be made to assure that there is no additional structure illegally connected to the existing OSSF system.
- 10.13 Regarding multi-family units, i.e., duplex, apartments, etc., the owner/developer must have met all the Hidalgo County OSSF and TCEQ requirements concerning the OSSF system, i.e., tank capacity, length of drain field and the size of lot to be built on. In addition, the owner/developer must meet all the Hidalgo County Planning Department requirements and Hidalgo County Fire Marshall guidelines.

SECTION 11. DUTIES AND POWERS.

The OSSF Designated Representative (DR) (30 TAC § 285.2(17)) of Hidalgo County, Texas, must be certified by the TCEQ before assuming the duties and responsibilities.

SECTION 12. COLLECTION OF FEES.

All fees collected for permits and/or inspections shall be made payable to Hidalgo County, Texas. A fee of \$10 will also be collected for each on-site sewage facility permit to be paid to the On-Site Wastewater Treatment Research Council as required by the THSC, Chapter 367.

Hidalgo County Commissioners Court will assess the OSSF fee structure and determine the permit rate as indicated in section 10.8

SECTION 13. APPEALS.

Persons aggrieved by an action or decision of the designated representative may appeal such action or decision to the Commissioners Court of Hidalgo County, Texas.

SECTION 14 ENFORCEMENT PLAN

The County of Hidalgo, Texas clearly understands that, at a minimum, it must follow the requirements in 30 TAC § 285.71 Authorized Agent Enforcement of OSSFs.

This Order adopts and incorporates all applicable provisions related to on-site sewage facilities, which includes, but is not limited to, those found in Chapters 341 and 366 of the THSC, Chapters 7, 26, and 37 of the TWC and 30 TAC Chapter 30, Subchapters A and G, and Chapter 285.

SECTION 15. SEVERABILITY

It is hereby declared to be the intention of the Commissioners Court of Hidalgo County, Texas, that the phrases, clauses, sentences, paragraphs, and sections of this Order are severable, and if any phrase, clause, sentence, paragraph, or section of this Order should be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Order, since the same would have

been enacted by the Commissioners Court without incorporation in this Order of such unconstitutional phrases, clauses, sentences, paragraphs, or sections.

SECTION 16. RELINQUISHMENT OF ORDER

If the Commissioners Court of Hidalgo County, Texas decides that it no longer wishes to regulate on-site sewage facilities in its area of jurisdiction, the Commissioners Court, as the authorized agent, and the TCEQ shall follow the procedures outlined in 30 TAC § 285.10 (d) (1) through (4).

After relinquishing its OSSF authority, the authorized agent understands that it may be subject to charge-back fees in accordance with 30 TAC § 285.10 (d) (5) and §285.14 after the date that delegation has been relinquished.

SECTION 17. EFFECTIVE DATE.

This Order shall be in full force and effect from and after its date of approval as required by law and upon the approval of the TCEQ.

AND IT IS SO ORDERED:

PASSED AND APPROVED THIS _____ DATE OF _____, 20____.

APPROVED:

(SEAL)

Rene A. Ramirez, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

McAllen Independent School District Police Department
CC REGULAR

Date: 11/09/2010
Submitted By: Nelda Olivarez, HIDTA
Submitted For: Rene Guerra, Criminal District Attorney
Department: HIDTA
Agenda Category: HIDTA - Task Force

Information

CAPTION

Authorization and approval to transfer \$10,000.00 from the Hidalgo County HIDTA Task Force to the McAllen Independent School District - Police Department, under the State of Texas, Code of Criminal Procedure, Chapter 59. Forfeiture of Contraband.

BACKGROUND

On 12/23/08, the Hidalgo County Commissioners' Court approved the Inter-local Agreement between the Hidalgo County HIDTA Task Force and the McAllen Independent School District.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** Fund 1251
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Available Funds in fund balance as of 11/05/10.

Revenue Acct# 0-1251-253-00-000-000-0-000

The law enforcement agency receiving forfeiture asset(s) under CCP 59 is responsible for maintaining such assets and is responsible for all costs (expenditures) associated with the asset(s) received.

Attachments

Link: [Mr. Guerra's approval](#)

Link: [Original Interlocal Agreement \(12-23-08\)](#)

Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
1		Budget & Management	Angela Garcia	11/05/2010 10:30 AM	APRV
1		Budget & Management	Angela Garcia	11/05/2010 10:30 AM	APRV
2		Sylvia Solis	Sylvia Solis	11/05/2010 01:27 PM	APRV
2		Sylvia Solis	Sylvia Solis	11/05/2010 01:27 PM	APRV
3		Auditor's Office	Linda Fong	11/05/2010 04:08 PM	APRV

3	Auditor's Office	Linda Fong	11/05/2010 04:08 PM	APRV
4	Dina Trevino		11/05/2010 04:11 PM	NEW
4	Dina Trevino		11/05/2010 04:11 PM	NEW

Form Started By: Nelda Olivarez

Started On: 11/05/2010 10:08 AM

Final Approval Date: 11/05/2010

From: Rene Guerra [REDACTED]
Sent: Thursday, November 04, 2010 11:25 AM
To: Dora Munoz
Subject: Re: Asset Sharing

Good work.

--- On Thu, 11/4/10, Dora Munoz <dmunoz@stx.hidta.net> wrote:

From: Dora Munoz <dmunoz@stx.hidta.net>
Subject: Asset Sharing
To: "Rene Guerra" <raghcda@yahoo.com>
Date: Thursday, November 4, 2010, 10:28 AM

Good morning, Boss!

Just a reminder, it's the end of the year and I will be sharing \$10,000 with McAllen ISD School District Police Department, due to their invaluable assistance (K9) they provided to this agency throughout 2010.

If this is ok with you, I will be requesting the monies.

Dora L. Munoz, Commander

HIDTA Task Force

Hidalgo County, Texas

(956) 381-0444 office

(956) 381-8722 fax

This message contains information which may be confidential and privileged. Unless you are the addressee (or authorized to receive for the addressee), you may not use, copy or disclose to anyone the message or any information contained in the message. If you have received the message in error, please advise the sender by reply e-mail and delete the message.

STATE OF TEXAS §
 §
HIDALGO COUNTY §

**INTERLOCAL AGREEMENT
BETWEEN
HIDALGO COUNTY HIGH INTENSITY DRUG
TRAFFICKING AREA (HIDTA) TASK FORCE
AND
McALLEN INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT**

WHEREAS, the HIDALGO COUNTY HIDTA TASK FORCE and the McALLEN INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT are located in close proximity and have law enforcement, crime prevention and close government ties; and

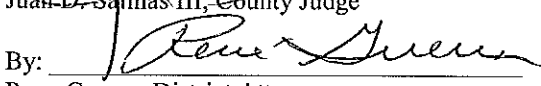
WHEREAS, the HIDALGO COUNTY HIDTA TASK FORCE and the McALLEN INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT have heretofore entered into an agreement providing for the exchange of governmental services relating to the HIDALGO COUNTY HIDTA TASK FORCE and

WHEREAS, the McALLEN INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT has and will continue to assist the HIDALGO COUNTY HIDTA TASK FORCE during law-enforcement operations.

THEREFORE, the parties hereto agree as follows:

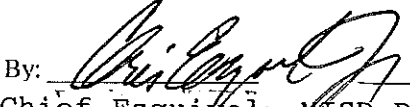
1. The McALLEN INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT will provide K9 narcotic detecting services when and if possible during law-enforcement operations conducted by the Hidalgo County HIDTA Task Force whenever canine services are required.

This agreement becomes effective on the Date it is signed by both parties. It remains in effect unless terminated, by either party. This agreement can be terminated upon thirty (30) days written notice.

COUNTY OF HIDALGO
By: 
Juan D. Salinas III, County Judge
By: 
Rene Guerra, District Attorney
By: 
Dora L. Munoz, HIDTA Task Force Commander

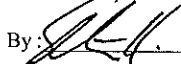
2/24/09
Date
2/25/09
Date
2/25/09
Date

McALLEN INDEPENDENT SCHOOL DISTRICT

By: 
Chief Esquivel, MISD PD
By: 
Mike Barrera-Interim Superintendent

4/6/09
Date
4/6/09
Date

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By:  Date: 2-24-09

AI-12940**8.A.****HIDTA - Interlocal Governmental Agreement with McAllen ISD
CC REGULAR**

Date: 12/23/2008
Submitted By: Nelda Olivarez, HIDTA
Submitted For: Dora L. Munoz, Commander
Department: HIDTA
Agenda Category: HIDTA - Task Force

Information**CAPTION**

Authorization and approval to accept the Interlocal Governmental Agreement between the Hidalgo County HIDTA Task Force and the McAllen Independent School District.

BACKGROUND

Hidalgo County Legal Council, Mr. Steve Crain has reviewed and approved the Interlocal Governmental Agreement between the Hidalgo County HIDTA Task Force and the McAllen ISD.

Fiscal Impact**FISCAL YEAR:****ACCT. #:****FUNDS AVAILABLE Y/N?:****MATCHING FUNDS Y/N?:****BUDGETARY IMPACT:**

No Fiscal Impact

AttachmentsLink: [McAllen ISD K-9](#)**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/18/2008 08:37 AM	APRV
2	Roland Garcia	Rolando Garcia	12/18/2008 10:47 AM	APRV
3	Auditor's Office	Linda Fong	12/18/2008 05:47 PM	APRV
4	Purchasing Department	Marty Salazar	12/19/2008 10:45 AM	APRV

Form Started By: Nelda Olivarez
 Started On: 12/17/2008 04:43 PM
 Final Approval Date: 12/19/2008

- B. 1. Approval to continue payroll for employees on the Adm Program Income account (Acct # 9-1293-441-00-340-005-0).**

2. Approval of the attached salary schedule.

On motion of Commissioner Garza, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval on items #1 & 2.

- C. Presentation for discussion, consideration and approval of Contract for Participation for out stationed Eligibility Specialist in Health Care Facility at Doctor's Hospital at Renaissance.**

On motion of Commissioner Garza, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

At this time the Court moved to item #19-J.

8. HIDTA - Task Force - Dora Munoz: (SEE EXHIBIT J)

- A. Authorization and approval to accept the Interlocal Governmental Agreement between the Hidalgo County HIDTA Task Force and the McAllen Independent School District.**

On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

9. Urban County - Diana Serna: (SEE EXHIBIT K)

- A. 1. Discussion, consideration and approval to increase auto allowance to \$3,600.00 for one (1) permanent full-time Compliance Division Manager, slot no. 250-001-003, employee no. 86282, effective next full pay period beginning on January 05, 2009.**
2. Approval of revised salary schedule.

On motion of Commissioner Garza, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval on items #1 & 2.

- B. The Urban County Program is requesting approval of the final negotiated Professional Engineering Services contract with Millennium Engineers Group, Inc. in the amount of \$2,950.00 utilizing Year 20 (2007) Urban County Program Owner-Occupied Housing Rehabilitation Program for Hidalgo County Precinct 4, as previously authorized for negotiations by Commissioners' Court on 12-16-08.**

On motion of Commissioner Garza, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

- C. The Urban County Program requests approval of Change Order No.2 on construction contract with Joe Williamson Construction Company, Inc. to increase contract in the amount of \$79,873.10, utilizing City of Alamo general funds.**

On motion of Commissioner Garza, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

Budget & Program amendment - Pct. #3

CC REGULAR

Date: 11/09/2010
Submitted By: Estella Webber, URBAN COUNTY
Submitted For: Candace Armenta
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

1. Hold a Public Hearing to consider public comments for Hidalgo County Precinct No. 3's proposed Budget and Program Amendment to their existing Urban County Program work plan for FY 18, 20, & 22 (2005, 2007, & 2009). The proposed amendment will reallocate funds in the total amount of \$44,022.00 from the Street Improvements activity into a new Water/Sewer Improvements activity.

2. Consideration and request of approval of a Budget and Program Amendment for Hidalgo County Precinct No. 3 FY 18, 20, & 22 (2005, 2007, & 2009) work plans. The proposed amendment will reallocate funds in the total amount of \$44,022.00 from the Street Improvements activity into a new Water/Sewer Improvements activity to provide water meters and septic tanks for up to 5 families in Vallejo Subdivision.

BACKGROUND

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

The proposed Hidalgo County Precinct No. 3 Years 18, 20, & 22 (2005, 2007, & 2009) amendment will:

Decrease the Street Improvements line item for YR 18, 20, & 21 in the total amount of \$44,022.00:

Year	Line Item	Decrease
2005	Street Improvements	(\$ 861.10)
2007	Street Improvements	(\$ 4,438.90)
2009	Street Improvements Recaptured	(\$38,722.00)
	Total:	(\$44,022.00)

Create a new Water/Sewer Improvements activity for YR 18, 20, & 22 in the total amount of \$44,022.00:

Year	Line Item	Increase
2005	Water/Sewer Improvements	\$ 861.10
2007	Water/Sewer Improvements	\$ 4,438.90
2009	Water/Sewer Improvements	\$38,722.00

	Total:	\$44,022.00
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Fiscal Impact

FISCAL YEAR:

ACCT. #: Urban County Funds

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Proposed budget & program amendment will be utilizing Urban County Year 18 (2005), Year 20 (2007), and Year 22 (2009) funds. No budget increase to proposed amendment.

Attachments

Link: [precinct amendment](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	11/04/2010 08:43 AM	APRV
2	Perla Lopez	Perla Lopez	11/05/2010 08:53 AM	APRV
3	Auditor's Office	Linda Fong	11/05/2010 03:04 PM	APRV
4	Purchasing Department	Marty Salazar	11/05/2010 03:09 PM	APRV
Form Started By: Estella Webber			Started On: 11/04/2010 07:56 AM	
Final Approval Date: 11/05/2010				

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

In compliance with the Community Development Block Grant (CDBG) requirements, Precinct No. 3 will conduct a public hearing to solicit input from interested parties on the Precinct's proposed Budget and Program Amendment to its Urban County Program, Year 18, 20, & 22 (2005, 2007, & 2009).

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

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

EXISTING BUDGET	UCP YR 18 (2005) ACTIVITIES	PROPOSED BUDGET
\$ 370,212.00	Street Improvements (-\$861.10)	\$ 369,350.90
<u>\$ 268,774.28</u>	<u>Water/Sewer Improvements (+\$861.10)</u>	<u>\$ 269,635.38</u>
\$ 638,986.28	TOTAL	\$ 638,986.28

The proposed amendment will **decrease** the street improvements activity in the amount of \$861.10 and **create** a new water/sewer improvements activity in the amount of \$861.10 to provide water meters and septic tanks for up to 5 families in Vallejos Subdivision.

EXISTING BUDGET	UCP YR 20 (2007) ACTIVITIES	PROPOSED BUDGET
\$ 501,142.78	Street Improvements (-\$4,438.90)	\$ 496,703.88
<u>\$ 3,226.70</u>	<u>Water/Sewer Improvements (+\$4,438.90)</u>	<u>\$ 7,665.60</u>
\$ 504,369.48	TOTAL	\$ 504,369.48

The proposed amendment will **decrease** the street improvements activity in the amount of \$4,438.90 and **create** a new water/sewer improvements activity in the amount of \$4,438.90 to provide water meters and septic tanks for up to 5 families in Vallejos Subdivision.

EXISTING BUDGET	UCP YR 22 (2009) ACTIVITIES	PROPOSED BUDGET
\$ 334,011.00	Street Improvements Recaptured (-\$38,722.00)	\$ 295,289.00
<u>\$ 33,401.53</u>	<u>Water/Sewer Improvements (+\$38,722.00)</u>	<u>\$ 72,123.53</u>
\$ 367,412.53	TOTAL	\$ 367,412.53

The proposed amendment will **decrease** the street improvements activity in the amount of \$38,722.00 and **create** a new water/sewer improvements activity in the amount of \$38,722.00 to provide water meters and septic tanks for up to 5 families in Vallejos Subdivision.

The proposed amendment will reallocate funds in the grand total amount of \$44,022.00 from the Street Improvements activity into the new Water/Sewer Improvements activity.

Accommodations for individuals with handicaps shall be provided upon request.
Las presentaciones se haran en español para aquellas personas que asi lo deseen.
For more information, please come by the our office or call (956) 843-2286.

Written comments can be forwarded to:
Commissioner Joe M. Flores
724 North Breyfogle
P.O. Box 607
Mission, TX 78572

AI-23794

17.B.

**Flood Drainage Improvements - City of Edcouch
CC REGULAR**

Date: 11/09/2010
Submitted By: Estella Webber, URBAN COUNTY
Submitted For: Monica Leal
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for professional engineering services.
2. Presentation of the scoring grid for the purposes of ranking by CC of at least three (3) engineering firms from the County's approved "pool" as graded and evaluated by City of Edcouch, Urban County Program and Hidalgo County Purchasing Department in connection with and funded through Hidalgo County Urban County Program Year 23 (2010) City of Edcouch, Flood Drainage Improvements.

Firm	Grade	Rank
Quintanilla, Headley and Associates	96%	
Rodriguez Engineers	90%	
Cruz-Hogan Consultants, Inc.	86.67%	

3. Authority to negotiate a professional engineering service contract with the No. 1 ranked firm _____ for an Urban County Program – City of Edcouch, Flood Drainage Improvements project.

BACKGROUND

The three firms rated from the County's approved "pool" are Quintanilla, Headley and Associates, Rodriguez Engineers and Cruz-Hogan Consultants, Inc. the Flood Drainage Improvements. Attached see grading grid for your review.

Funds Available:	\$150,000.00
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Fiscal Impact

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

BUDGETARY IMPACT:

Urban County funds will be utilized for this project.

Attachments

Link: [Grading Grid](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	11/03/2010 03:13 PM	APRV
2	Perla Lopez	Perla Lopez	11/05/2010 03:22 PM	APRV
3	Auditor's Office	Linda Fong	11/05/2010 04:08 PM	APRV
4	Purchasing Department	Marty Salazar	11/05/2010 04:09 PM	APRV

Form Started By: Estella Webber

Started On: 11/03/2010 02:47 PM

Final Approval Date: 11/05/2010

**City Of Edcouch
Professional Engineering Services
Flood Drainage Improvements
Year 23 (2010)
Grading-Ranking Grid**

Criteria	Quintanilla, Headley & Associates, Inc.			Rodriguez Engineers			Cruz-Hogan Consultants, Inc.		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Team	18	20	20	20	19	20	20	19	18
Experience of Project Team	22	25	23	21	23	20	20	23	20
Experience/ Availability of Project Manager	20	19	18	16	18	20	15	17	15
Understanding of Project	25	23	25	25	21	20	25	21	18
Familiarity with Applicable Rules & Regulations	10	10	10	10	9	8	10	9	10
TOTALS	95	97	96	92	90	88	90	89	81
AVERAGES	288÷3=96.00%			270÷3=90.00%			260÷3=86.67%		
RATING									

AI-23832

17.C.

**Water plant improvements - City of La Joya
CC REGULAR**

Date: 11/09/2010
Submitted By: Estella Webber, URBAN COUNTY
Submitted For: Candace Armenta
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

The Urban County Program is requesting approval of a best and final negotiated contract with S&B Infrastructure, LTD. in the amount of \$145,000.00 utilizing funds from Year 23 (2010) for the City of La Joya's Water/Sewer Improvements - Engineering Services to design the Preliminary and Design Phases of the La Joya water plant.

BACKGROUND

S&B Infrastructure, LTD. has submitted a best and final offer for professional services for engineering services required to design the Preliminary and Design Phases of the La Joya water plant. S&B Infrastructure, LTD. was the highest rated firm by Commissioner's Court on October 26th 2010. Contract approval in the amount of \$145,000.00 is being requested. See attached scope of services.

Contract Amount:	\$ 145,000.00
Funds Available:	\$ 145,000.00 – FY 23 (2010)

Fiscal Impact

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

BUDGETARY IMPACT:

Urban County will utilize Year 23 (2010) Water/Sewer Improvement funds for engineering services for the La Joya water plant.

Contract Amount: \$145,000.00
Funds Available: \$145,000.00

Attachments

Link: [La Joya plant improvements](#)

Form Routing/Status

Route Seq Inbox

Approved By Date

Status

1	Budget & Management	Sylvia Solis	11/04/2010 12:49 PM	APRV
2	Perla Lopez	Perla Lopez	11/05/2010 08:47 AM	APRV
3	Auditor's Office	Linda Fong	11/05/2010 04:09 PM	APRV
4	Purchasing Department	Marty Salazar	11/05/2010 04:09 PM	APRV

Form Started By: Estella Webber

Started On: 11/04/2010 09:56
AM

Final Approval Date: 11/05/2010

S&B**INFRASTRUCTURE, LTD.**

Engineering • Management • Technology

Ms. Candace J Armenta
Program Coordinator I
Urban County Program
1916 Tesoro Blvd Pharr, TX. 78577

November 1, 2010

Candace,

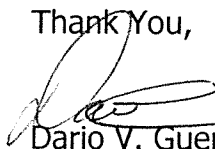
Thank you for your email on October 26th notifying S & B on its selection for the City of La Joya Water Project. S & B is pleased to submit the following engineering fee of \$145,000 for the attached Scope of Services to design the city's new water plant. The submitted fee below for the work described in the scope of work is S & B's best and final offer. If you have any questions please do not hesitate to call me at (956) 926-5006 (office) or (956) 342-1372 (cell)

Fee Schedule

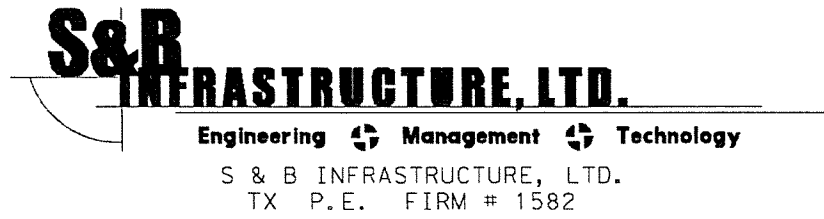
The Fee for this scope of work is a lump sum amount

Task 1 – Preliminary Engineering	\$28,000
Task 2 - Design	\$117,000
Project Total	\$145,000

Thank You,



Dario V. Guerra III, P.E.
Senior Project Manager



CITY OF LA JOYA WATER PLANT

PROJECT SCHEDULE

MONTH	1st.				2nd.				3rd.				4th.				5th.				
WEEK	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	
PROJECT MANAGEMENT																					18 WEEKS
SURVEY & GEOTECHNICAL																					5 WEEKS
PRELIMINARY ENGINEERING																					5 WEEKS
60% & 90% DESIGN																					8 WEEKS
FINAL DESIGN																					2 WEEKS

SCOPE OF WORK

Task 1 Preliminary Engineering – The total fee for this task is \$28,000

Task 1.1 – Survey

Engineer shall provide topographic and boundary survey of the water treatment plant site and off-site improvements. The topographic survey will locate all physical features including trees larger than 8-inches in diameter. The survey will be performed to allow the development of one foot contours to be used during the design of the water treatment plant and appurtenances.

Engineer shall coordinate with the surveyor so that design requirements are communicated and that issues encountered during the field surveys are addressed.

Task 1.2 – Geotechnical Investigation

Engineer shall provide soil borings at the site and foundation recommendations for the water treatment plant and appurtenances.

Engineer shall coordinate with the geotechnical engineer so that design requirements are communicated and that issues encountered during the geotechnical field work surveys are addressed. The Engineer shall work with the geotechnical engineer and investigate foundation alternatives that provide the most economical system to the Owner.

Task 1.3 – Permitting

Engineer shall provide permitting services for the construction of the water treatment plant and appurtenances. These services will begin during the preliminary engineering phase and continue through the design/bidding phase until the permits have been obtained. It is anticipated that the water treatment plant and appurtenances will require permits and/or coordination with the following agencies: Corps of Engineers, Texas Historical Commission, Texas General Land office, Texas Parks and Wildlife, Department of Homeland Security, TCEQ (plans and specs and SWPPP).

Task 1.4 – Develop Site Layout Alternatives

ENGINEER will develop a map of the plant area using aerial photographs as a background. Using this map, ENGINEER will develop up to three site layouts for consideration by the Owner. ENGINEER will prepare development costs for each of the three layouts. Each of the layouts will be ranked based on potential fatal flaws that should be considered in the selection of the final site layout.

aw-

Task 1.5 – Pre-Design Workshop

ENGINEER shall conduct and preside at a pre-design workshop. The intent of the workshop is to discuss major design issues related to the water treatment plant and appurtenances. The Engineer will have representatives of the disciplines (process mechanical, electrical, instrumentation and architectural) to discuss options available and the cost of pursuing each of the options. Discussions will include the design of the plant as well as detailed discussions regarding process, chemical feed, sludge dewatering, instrumentation and control, architectural, raw water pumping and high service pumping. The Engineer shall prepare meeting notes and the notes will be distributed to all participants. The decisions reached at the pre-design workshop shall be followed throughout the design of the project unless specifically altered by the OWNER in writing.

Task 1.6 – Coordination with Funding Agencies

ENGINEER shall assist the OWNER with coordination with any funding agency associated with the project. The coordination shall include providing documents and project progression information to obtain project funding. It is anticipated that coordination will begin during the preliminary engineering phase and will continue through the completion of the project.

Task 2 Design – The total fee for this task is \$117,000

1. Prepare for incorporation in the Contract Documents final Drawings showing the scope, extent and character of the work to be performed and furnished by Contractor and Specifications (which will be prepared, where appropriate, in conformance with the sixteen division format of the Construction Specifications Institute).
2. Provide technical criteria, written descriptions and design data for use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to review or approve the final design of the Project, and assist OWNER in consultations with appropriate authorities.
3. Advise OWNER of any adjustments to the opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER as a result of change in scope, extent or character or design requirements of the Project.
4. After consulting with the City Attorney concerning Owner's desired format, prepare for review and approval by Owner, it's legal counsel and other advisors, contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents. ENGINEER shall modify documents in accordance with the recommendations of OWNER.

5. Furnish four copies of the above documents, Drawings and Specifications to the Owner at 60% and 90% review milestones and review them with OWNER.
6. ENGINEER shall conduct review meetings with the OWNER at the 60% and 90% deliverable milestones. ENGINEER shall record and provide notes from the review meetings.
7. ENGINEER's services under the Design phase will be considered complete at the date when the submittals (Drawings and Specifications) have been accepted by OWNER plus such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER, if such approval is to be obtained during the Design Phase.



City of La Joya

"Jewel of the Valley"

November 4, 2010

Urban County Program
Attn: Diana Serna, Director
1916 Tesoro Blvd.
Pharr, Texas 78577

RE: Texas Water Development Board Drinking Water Fund

Dear Ms. Serna:

The City of La Joya has submitted an application with the Texas Water Development Board for construction funding of the City of La Joya's Water Treatment Plant. The City of La Joya currently ranks #125 out of 212 and will acquire a low interest rate loan and grant funding available until April 2011. *(Please See Attached)*

If you should have any questions or require additional information, please do not hesitate to contact me at 956-581-7002.

Sincerely,

Mike Alaniz, City Administrator

MA/jrs

Cc: Mayor William "Billy" Leo & Board of Aldermen
Candace Armenta, CDBG Coordinator
Dario Guerra, S&B Infrastructure



TEXAS WATER DEVELOPMENT BOARD



James E. Herring, *Chairman*
Lewis H. McMahan, *Member*
Edward G. Vaughan, *Member*

J. Kevin Ward
Executive Administrator

Jack Hunt, *Vice Chairman*
Thomas Weir Labatt III, *Member*
Joe M. Crutcher, *Member*

September 24, 2010

Re: State Fiscal Year 2011 Drinking Water State Revolving Fund Intended Use Plan

Dear Public Water System Official:

On September 23, 2010, the Texas Water Development Board (TWDB) approved the State Fiscal Year (SFY) 2011 Drinking Water State Revolving Fund (DWSRF) Intended Use Plan (IUP) which includes the Project Priority List. The DWSRF IUP is available online at http://www.twdb.state.tx.us/assistance/financial/fin_infrastructure/dwsrf.asp.

Notice is hereby given of the availability of approximately \$89,704,160 to fund DWSRF projects in SFY 2011. This amount includes:

- \$ 25,876,200 in Disadvantaged Community Funding
- \$ 63,827,960 in Mainstream Funding

Next week, the TWDB will begin extending invitations to apply for funding to entities with projects costs that are above the funding line. Invitees will have 30 days from the date of invitation to notify the TWDB if they will accept or decline their invitation. Those entities accepting an invitation will have three months from the date of invitation to submit an application. Additional invitations will be mailed throughout the year as invitees decline or fail to submit a timely application. More information about each funding option will be provided in the invitation letters.

If you have any questions, please feel free to contact Marvin Chaney, DWSRF Specialist, by phone at 512-463-8750 or by email at marvin.chaney@twdb.state.tx.us.

Sincerely,

Stacy L. Barna
Director of Program Development
Project Finance

SLB:bv

Our Mission

To provide leadership, planning, financial assistance, information, and education for the conservation and responsible development of water for Texas.

P.O. Box 13231 • 1700 N. Congress Avenue • Austin, Texas 78711-3231
Telephone (512) 463-7847 • Fax (512) 475-2051 • 1-800-RELAYTX (for the hearing impaired)
www.twdb.state.tx.us • info@twdb.state.tx.us
TNRIIS - Texas Natural Resources Information System • www.tnris.state.tx.us
A Member of the Texas Geographic Information Council (TGIC)



Texas Water Development Board
SFY 2011 Drinking Water State Revolving Fund
Intended Use Plan

Appendix G. Alphabetical List of Eligible Projects

Rank	Points	Entity	PWS #	PWF #	Project Description	Project Cost	Owner Type	Population	C ¹	B ²	GPR	Disadvantaged	Consolidation	SWP	Refinance	Arrested	Start Date
37	2.25	La Grulla	2140006	8685	Treatment plant upgrades and distribution improvements to address pressure <20 psi and water loss	\$5,350,000	M	1,211				100%					9/1/2010
125	1.00	La Joya	1080213	8472	Surface water treatment plant expansion and distribution improvements	\$4,110,000	M	3,303				100%					3/1/2010
111	1.00	La Vernia	2470004	8693	New well and treatment to address TDS, iron and pressure <20 psi	\$2,250,000	M	931									10/1/2010
195	0.00	Laguna Madre WSD	310005	8642	Transmission line and pump station improvements	\$16,030,000	D	15,939		x	\$1,283,000						6/1/2010
71	1.50	Lamar Co WSD	1390015	8533	Distribution improvements to address pressure <35 psi and water loss	\$6,300,000	D	21,717	x		\$1,250,000		x				10/10/2010
179	0.25	Lamar Co WSD	1390015	8686	Distribution improvements to address water loss	\$2,280,000	D	21,717	x		\$950,000		x				12/1/2010
69	1.50	Liberty	1460003	8469	New water lines to address pressure <20 psi	\$1,245,000	M	8,033									2/1/2012
176	0.25	Liberty Hill WSC	2480013	8702	Distribution improvements to address water loss	\$435,000	W	1,409		x	\$400,000						6/1/2010
168	0.25	Lipan	1110011	8685	New storage tank and service pumps to address pressure <35 psi	\$150,000	M	425									7/1/2010
180	0.00	Lonehorn Company	610217	8465	New Plant piping	\$20,000	I	291									9/1/2010
181	0.00	Lonehorn Company	610217	8466	New well	\$100,000	I	291									9/1/2010
46	2.00	Lovaine	1680002	8513	Distribution system improvements to address pressure <20 psi	\$1,960,000	M	656		x	\$1,445,000	100%					11/1/2010
134	1.00	Los Fresnos	310004	8649	Treatment Plant Expansion	\$12,720,000	M	4,512		x	\$420,000	70%					1/1/2011
198	0.00	Lumberton MUD	1090035	8656	New elevated storage tank and transmission lines	\$9,400,000	D	22,608									4/1/2013
3	15.55	M.B.C. Water Systems, Inc.	1010098	8613	New wells, new ground storage, auxiliary generators, new pressure tanks, new service pumps and new meters to address water loss, pressure <20 psi, production, and storage deficiencies	\$20,375,000	I	1,494					x				2/1/2010
148	1.00	Marlin	730002	8551	Ground storage, elevated storage and pump station improvements	\$1,600,000	M	6,628		x	\$350,000	100%					8/1/2010
149	1.00	Marlin	730002	8552	Marlin Lake dredging in area around raw water intake	\$9,000,000	M	6,628		x	\$6,700,000	100%					8/1/2011
150	1.00	Marlin	730002	8553	Raw water pump station and transmission line improvements	\$8,500,000	M	6,628		x	\$6,500,000	100%					8/1/2010
78	1.25	Matador	1730001	8615	Transmission line replacement to address pressure <20 psi and water loss	\$710,000	M	740		x	\$710,000						1/1/2011
153	1.00	Mercedes	1080007	8630	Water treatment plant and distribution improvements	\$13,285,000	M	13,649		x	\$4,001,391	100%	x				12/1/2010
90	1.25	Millersview-Doodle WSC	480015	8538	Distribution improvements to address pressure <20 psi and water loss	\$2,365,000	W	3,400									7/1/2010
44	2.25	Moffat WSC	140028	8564	New well, treatment plant and transmission line to address pressure <20 psi and production deficiency	\$15,380,000	W	4,500		x	\$7,696,600	70%					2/1/2010
169	0.25	Montgomery	1700022	8589	New water mains, water well and treatment plant. This project may address iron	\$6,045,000	M	489									3/3/2011
47	2.00	Moore WSC	820012	8592	New elevated storage to address pressure <20 psi	\$540,000	W	762		x	\$540,000	100%					6/1/2010
33	2.25	Moran	2090002	8527	Distribution improvements to address pressure <20 psi and water loss	\$660,000	M	233				100%					7/1/2010
183	0.00	Morgan Mill WSC	720012	8696	Distribution improvements	\$150,000	W	372									1/1/2011

C¹ - Categorical
B² - Business Case

AI-23821

17.D.

Fire station equipment purchase - City of Mercedes

CC REGULAR

Date: 11/09/2010
Submitted By: Estella Webber, URBAN COUNTY
Submitted For: Lupita Garcia
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

Urban County Program on behalf of the City of Mercedes is requesting authority to purchase Fire Station Equipment through Hidalgo County's membership and participation with Buy Board, approved vendor Dooley Tackaberry, (contract #284-08) in the amount of \$5,323.55 (quote attached hereto) to include fees and discounts as requested by the City of Mercedes. UCP Year 23 (2010) Mercedes – Fire Station Equipment funds will be utilized along with City of Mercedes General Funds.

BACKGROUND

The Wildland Bunker Gear to be purchased will be utilized by the Volunteer Fire Department within the City of Mercedes. Dooley Tackaberry is an approved vendor through the Buy Board, Contract #284-08. Delivery is expected within 30 days from receipt of purchase order.

Vendor:	Dooley Tackaberry
Purchase Amount:	\$5,323.55
Funds Available:	\$5,280.00 UCP FY 23 (2010) Mercedes Fire Station Equipment funds.
	\$ 43.55 Mercedes Funds to UCP.

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County Year 23 (2010) Mercedes-Fire Station Equipment funds will be utilized for the purchase of fire station equipment.

Attachments

Link: [fire equip purchase](#)

Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
1		Budget & Management	Sylvia Solis	11/04/2010 09:23 AM	APRV
2		Perla Lopez	Perla Lopez	11/05/2010 09:07 AM	APRV

3	Auditor's Office	Linda Fong	11/05/2010 04:10 PM	APRV
4	Purchasing Department		11/05/2010 04:11 PM	NEW

Form Started By: Estella Webber
Started On: 11/04/2010 09:04 AM
Final Approval Date: 11/05/2010



November 2, 2010

County of Hidalgo Urban County Program
c/o Lupita Garcia, UC Coordinator
1916 Tesoro Blvd.
Pharr, Texas 78577

Re: Request for Purchase Order

Dear Mrs. Garcia;

The City of Mercedes is requesting issuance of a purchase order in the amount of \$ 5,323.55 to Dooley Hackaberry for the purchase of Wildland Gear for the Mercedes Fire Department. A price proposal was solicited through Buy Board from Dooley Hackaberry for the gear. A payment in the amount of \$ 43.55 is being made payable to Urban County Program from the City's General Fund. The purchase order and payment for this expense should be dispensed from the following account in the amount stated:

A/C# 5010-50-0306-5000-5000 - \$ 5,280.00 – Fire Station/Equipment

(A/C # 01-524-3060 - \$ 43.55 – City's General Fund)

Thank you in advance for your assistance, and should you have any questions or require further information please do not hesitate to contact me at (956) 565-3114, Ext. 129.

Sincerely,

Olga Rosas

Olga Rosas
Grants/Fixed Assets Coord.

cc: File

(956) 565-3114 400 So. Ohio St. P.O. Box 837 Mercedes, Texas 78570

COUNTY OF HIDALGO - URBAN COUNTY PROGRAM

Price Proposal Form

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

Name of Cooperative: BuyBoard Person Contacted: David Johnson
 PURCHASE #1 Name: Dooley Tackaberry Contract No. : 284-08 Phone: 1-800-833-0247 * 713-427-3951 (direct)

Quantity	Description of Items	Price per Unit	Total Amount
10	Brush Coats	8 @ 96.25 1 @ 101.25 4 @ 113.25 =	984.50
10	Brush Pants	5 @ 101.25 1 @ 112.50 1 @ 106.60 1 @ 118.90 2 @ 119.15 =	1,082.05
10	Gloves	34.55	345.50
11	Boots	174.00	1,914.00
10	Goggles	35.40	354.00
10	Helmets	49.85	498.50
1	Shipping/Freight		145.00
TOTAL:			5,323.55

Name of Cooperative: _____ Person Contacted: _____
 PURCHASE #2 Name: _____ Contract No. : _____ Phone: _____

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

Name of Cooperative: _____ Person Contacted: _____
 PURCHASE #3 Name: _____ Contract No. : _____ Phone: _____

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

Requested by: Olga Rosas Date 11/02/2010 UCP Approval: [Signature] Date 11/3/10



DOOLEY TACKABERRY

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

QUOTATION

DATE: 10/28/10

OUR REFERENCE:

920860

YOUR REFERENCE:

WILDLAND GEAR

PAGE: 1 of 4

SLSM: 108

Ship to:

CITY OF MERCEDES
FIRE DEPARTMENT
323 SOUTH OHIO
ATTN: CHIEF JAIME GARCIA
MERCEDES, TX 78570

Bill to:

064905
CITY OF MERCEDES
FIRE DEPARTMENT
P.O. BOX 837
ATTN: BECKY PEMELTON
MERCEDES, TX 78570

Attention: OLGA ROSAS

ITEM	QTY	PART NUMBER AND DESCRIPTION COUNTRY AND SCHEDULE B	UNIT PRICE	U/M	EXTENSION
1	1	FYREPEL NO. BC10N-S BRUSHCOAT, WILDLAND, 6.0 OZ NOMEX, NO TRIM, YELLOW, SZ SM	96.25	EA	\$96.25
2	1	FYREPEL NO. BC10N-M BRUSHCOAT, WILDLAND, 6.0 OZ NOMEX, NO TRIM, YELLOW, SZ MED	96.25	EA	\$96.25
3	1	FYREPEL NO. BC10N-L BRUSHCOAT, WILDLAND, 6.0 OZ NOMEX, NO TRIM, YELLOW, SZ LG	96.25	EA	\$96.25
4	5	FYREPEL NO. BC10N-XL BRUSHCOAT, WILDLAND, 6.0 OZ NOMEX, NO TRIM, YELLOW, SZ XL	96.25	EA	\$481.25
5	1	FYREPEL NO. BC10N-2XL BRUSHCOAT, WILDLAND, 6.0 OZ NOMEX, NO TRIM, YELLOW, SZ 2XL	101.25	EA	\$101.25
6	1	FYREPEL NO. BC10N-3XL BRUSHCOAT, WILDLAND, 6.0 OZ NOMEX, NO TRIM, YELLOW, SZ 3XL	113.25	EA	\$113.25
7	2	FYREPEL NO. BP10N-M BRUSHPANT, WILDLAND, 6.0 OZ NOMEX, YELLOW, SIZE MEDIUM	101.25	EA	\$202.50

Terms: NET 30 DAYS CASH

Shipping Terms: FOB-DESTINATION

Prices Firm: 11/18/10

Ship Via: BEST WAY

Freight Terms: PREPAID

Shipment:

MERCHANDISE TOTAL	SALES TAX	QUOTE TOTAL USD
5,323.55	0.00	5,323.55

DOOLEY TACKABERRY

By

DAVID JOHNSON

Phone: 713.427.3951 (Direct)

Email: davidj@dtihome.com

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

DOOLEY TACKABERRY

Fire & Safety - Equipment/Service/Systems

DATE: 10/28/10

OUR REFERENCE:

920860

YOUR REFERENCE:

WILDLAND GEAR

PAGE: 2 of 4

CITY OF MERCEDES

Quotation

Continued

ITEM	QTY	PART NUMBER AND DESCRIPTION	UNIT PRICE	U/M	EXTENSION
8	3	FYREPEL NO. BP10N-XL BRUSHPANT, WILDLAND, 6.0 OZ NOMEX, YELLOW, SIZE XL	101.25	EA	\$303.75
9	1	FYREPEL NO. BP10N-XL BRUSHPANT, WILDLAND, 6.0 OZ NOMEX, YELLOW, SIZE XL ((LONG))	112.50	EA	\$112.50
10	1	FYREPEL NO. BP10N-2XL BRUSHPANT, WILDLAND, 6.0 OZ NOMEX, YELLOW, SIZE 2XL	106.60	EA	\$106.60
11	1	FYREPEL NO. BP10N-2XL BRUSHPANT, WILDLAND, 6.0 OZ NOMEX, YELLOW, SIZE 2XL ((LONG))	118.40	EA	\$118.40
12	2	FYREPEL NO. BP10N-3XL BRUSHPANT, WILDLAND, 6.0 OZ NOMEX, YELLOW, SIZE 3XL	119.15	EA	\$238.30
13	2	SHELBY NO. 5002-S GLOVE WILDLAND PIGSKIN TAN WITH NOMEX WRISTLET SMALL	34.55	PR	\$69.10
14	2	SHELBY NO. 5002-M GLOVE WILDLAND PIGSKIN TAN WITH NOMEX WRISTLET MEDIUM	34.55	PR	\$69.10
15	1	SHELBY NO. 5002-L GLOVE WILDLAND PIGSKIN TAN WITH NOMEX WRISTLET LARGE	34.55	PR	\$34.55
16	5	SHELBY NO. 5002-XL GLOVE WILDLAND PIGSKIN TAN WITH NOMEX WRISTLET XL	34.55	PR	\$172.75
17	1	THOROGOOD HELL FIRE NO. 834-6373-10.5W (See next page)	174.00	PR	\$174.00

Terms & Conditions Shown on Page 1 Apply

DOOLEY TACKABERRY

Fire & Safety - Equipment/Service/Systems

DATE:10/28/10

OUR REFERENCE:

920860

YOUR REFERENCE:

WILDLAND GEAR

PAGE: 3 of 4

Quotation

Continued

CITY OF MERCEDES

ITEM	QTY	PART NUMBER AND DESCRIPTION	UNIT PRICE	U/M	EXTENSION
		BOOT WILDLAND 10" WITH ZIPPER BLACK LEATHER SIZE: 10.5 WIDE			
18	2	THOROGOOD HELL FIRE NO. 834-6373-10.5M BOOT WILDLAND 10" WITH ZIPPER BLACK LEATHER SIZE: 10.5 MED	174.00	PR	\$348.00
19	2	THOROGOOD HELL FIRE NO. 834-6373-11.5W BOOT WILDLAND 10" WITH ZIPPER BLACK LEATHER SIZE: 11.5 WIDE	174.00	PR	\$348.00
20	1	THOROGOOD HELL FIRE NO. 834-6373-6.5M BOOT WILDLAND 10" WITH ZIPPER BLACK LEATHER SIZE: 6.5 MEDIUM	174.00	PR	\$174.00
21	1	THOROGOOD HELL FIRE NO. 834-6373-7.5M BOOT WILDLAND 10" WITH ZIPPER BLACK LEATHER SIZE: 7.5 MEDIUM	174.00	PR	\$174.00
22	1	THOROGOOD HELL FIRE NO. 834-6373-8M BOOT WILDLAND 10" WITH ZIPPER BLACK LEATHER SIZE: 8 MEDIUM	174.00	PR	\$174.00
23	1	THOROGOOD HELL FIRE NO. 834-6373-9.5M BOOT WILDLAND 10" WITH ZIPPER BLACK LEATHER SIZE: 9.5 MEDIUM	174.00	PR	\$174.00
24	2	THOROGOOD HELL FIRE NO. 834-6373-9M BOOT WILDLAND 10" WITH ZIPPER BLACK LEATHER SIZE: 9 MEDIUM	174.00	PR	\$348.00
25	10	EYE SAFETY SYSTEMS NO. ESS01GY3-WF GOGGLES, INNERZONE 3, FIRE, WRAPAROUND STRAP, VELCRO TABS	35.40	EA	\$354.00
26	10	MORNING PRIDE NO. HT-WF-PLUS-YL HELMET, WILDLAND, FULL BRIM RATCHET SUSPENSION, YELLOW	49.85	EA	\$498.50
27	1	TASB NO. BUYBOARD FEE BUYBOARD ORDER	0.00	EA	\$0.00

Fire & Safety - Equipment/Service/Systems

Quotation
Continued

PAGE: 4 of 4

Terms & Conditions Shown on Page 1 Apply

Vendor Contract Information

[Proposal Documents](#)

[Back](#)

Vendor: Dooley Tackaberry, Inc.

Address: 1515 West 13th Street
Deer Park, TX 77536

Phone: (281) 479-9700

Contact: Bobby Tackaberry

Email: bobbyt@dtihome.com

Website: www.safetyfire.com

Federal ID: 1-74-0596427

Accepts RFQs: Yes

Contract: Public Safety & Fire House Supplies & Equipment #284-08

Effective Date: 4/1/2008

Expiration Date: 3/31/2011

Payment Terms: Net 30 days

Delivery Days: 60

Shipping Terms: Freight prepaid by vendor and added to invoice

Freight Terms: FOB Shipping Point

Ship Via: Common Carrier

Quote Reference Number:

DTI Quote 284-08

Regions Served: All Texas Regions

States Served: All States

Vendor Exceptions: Freight will be prepaid and added to invoice.

Return Policy: Restocking charges plus return freight per manufacturer's return policy.
Custom items are not returnable.

[\[Log Out \]](#)

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Current BuyBoard Vendors

Phone: 800-695-2919

Fax: 800-211-5454

Parks, Recreation & Field Lighting Products & Installation #346-10**Expires: 9/30/2013**

**Adrite	All Play, Inc.	Aluminum Athletic Equipment Co.
American Parks Company	American Ramp Company	Atlas Sign Services
Beacon Solutions Group, LLC	BJ's Park & Recreation Products	BYO Playground
Carter Recreation Equipment	Centerline Supply LTD	Child's Play, Inc.
Churchich Recreation, LLC	Creative Components	Custom Swings of Texas, Inc.
Daktronics, Inc.	DunRite Playgrounds	DuraPlay, Inc.
ExerPlay, Inc.	Fun Abounds	Hendee Enterprises
Hunter Kneppshield of Texas, Inc.	InSite Amenities, L.P.	International Mulch Company
iZone	J.M. Stewart Corporation	Kraftsman Commercial Playgrounds & Water P
Lea Park & Play, Inc.	Lone Star Recreation	May Recreation Equip & Design LP
Media Support Group, Ltd.	Musco Sports Lighting	National Signs
No Fault Sport Group LLC	Noah's Park & Playgrounds, LLC	Park Place Recreation Design, Inc.
Paul E. Allen Co., Inc.	Play and Park Structures	Playgrounds Etc.
Playgrounds Today Inc	PlayPower LT Farmington, Inc./All Play, Inc.	Public Restroom Co.
Qualite Sports Lighting of Texas, LLC.	Recreation Consultants of Texas, LLC	Robson Corporation
S & S Worldwide	Simmons Builders General Contractor, Inc.	Site Source Inc.
Soil Express	Southern Bleacher Company	Spectrum Corporation
Sports Facilities & Co.	SRS Advertising	Sturdisteel Company
T.F. Harper & Associates	Techline Sports Lighting, LP	The Edu-Source Corp.
The Playwell Group, Inc.	Tot Turf	USA Shade & Fabric Structures, Inc.
Vortex Aquatic Structures International	Wade Contractors, Inc	Water Splash Inc
webuildfun, inc.	Wilburn Marketing	Woods Site & PlayScapes

Pipe Bursting Equipment #286-08**Expires: 3/31/2011**

Earth Tool LLC/ Hammerhead Trenchless Equ	TT Technologies, Inc.
---	-----------------------

Public Safety & Fire House Supplies & Equipment #284-08**Expires: 3/31/2011**

All America Sales Corporation	Aramco, Inc.	Dooley Tackaberry, Inc.
Emergency Vehicle Supply	Ferrara Fire Apparatus, Inc.	Fleet Safety Equipment, Inc.
GT Distributors, Inc.	John Wright Associates, Inc.	Laerdal Medical Corporation
Metro Fire Apparatus Specialists, Inc.	Miller Uniforms & Emblems Inc.	NAFECO
S&P Communications	SGS Industrial Supplies, Inc	Texas Highway Products
Vista Com	Wilson Fire/Rescue	

Radio Communication Products #285-08**Expires: 3/31/2011**

Adcomp Systems, Inc.	All-Tex Networking Solutions, Inc.	AngelTrax Bus Video - IVS, Inc
Commercial Security Integration	Comtex Communications	Gatekeeper Systems, Inc.
GPS Insight	Graybar Electric	ICOP Digital, Inc
**Industrial Communications	S&P Communications	Safety Vision LP
**Sigma Surveillance, Inc	Superior Alarms	**TFE
Zepco Sales & Service		

	Insco Distributing	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08	10/1/2008 - 9/30/2011
	J & B Industries, Inc.	Motor Fuels, Lubricants & Oil	314-09	5/01/2009 - 4/30/2012
	Jean's Restaurant Supply	Food Services Equipment & Services	274-07	10/1/2007 - 10/31/2010
	John Deere Landscapes	Grounds Maintenance Equip. & Irrigation Products & Installation	292-08	6/1/2008 - 5/31/2011
	Johnson Supply	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08	10/1/2008 - 9/30/2011
	Johnstone Supply-Houston	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08	10/1/2008 - 9/30/2011
	Mansion Grove House, LLC	Athletic, PE & Gym Supplies & Eq. & Exercise	336-10	4/1/2010-3/31/2013
	Miller Uniforms & Emblems Inc.	Public Safety & Fire House Supplies & Equipment	284-08	4/1/2008 - 3/31/2011
	Moore Medical LLC	First Aid Supplies & Equipment	294-08	6/1/2008 - 5/31/2011
9/14/2010	Moridge Manufacturing, Inc.d/b/a Grasshopper	Grounds Maintenance Equipment/Irrigation Products & Installation	292-08	6/1/2008-5/31/2011
	Myer's Tire Supply	Tires, Tubes & Auto Parts, Supplies & Equipment	307-08	12/01/2008 - 11/30/2011
	O'Reilly Auto Parts	Tires, Tubes & Auto Products	307-08	12/01/2008 - 11/30/2011
11/2/2010	*Park Place Recreation Design, Inc. *	Parks, Recreation & Field Lighting Products & Installation	346-10	10/1/2010 - 9/30/2013
	Pasco Brokerage, Inc.	Food Services & Equipment & Services	274-07	10/1/2007 - 10/31/2010
11/2/2010	*Ricoh Americas (IKON-Ricoh Bus. Sol.) (Copiers)*	Copiers & Supplies	299-08	9/1/2008 - 8/31/2011
	SGS Industrial DBA Sea Garden	Public Safety & Fire House Supplies & Equipment	284-08 339-10	4/1/2008-3/31/2011 6/01/20105/31/2013
	Safeguard Universal	Awards, Trophies & Personal Recognition	343-10	7/1/2010-6/30/2013
	SHI Government Solutions	Technology, Eq., Software, Supplies & Telecomm	331-09	11/01/2009 - 10/31/2012
	Southern Tire Mart	Tires, Tubes & Auto Products	307-08	12/01/2008 - 11/30/2011
	Staples	Office Supplies & Equipment	328-09	11/01/2009 - 10/31/2012
	Superior Alarms	Radio Communication Products Fire & Security & Monitoring Supplemental Technology Products Software & Supplies	285-08 325-09 289-08	4/1/2008-3/31/2011 10/1/2009-9/30/2012 4/1/2008 - 3/31/2011
	Tandus US LLC	Indoor & Outdoor Flooring Products & Sports Surfaces	310-08	3/01/2009 - 2/28/2012
	Toshiba Business Solutions	Copiers & Supplies	299-08	9/1/2008 - 8/31/2011
	Vance Hunt Libraries	School, Office, Library & Dormitory Furniture	337-10	04/01/2010 - 03/31/2013
	Siddons Fire Apparatus, Inc.	Fire Apparatus	323-09	9/01/2009 - 8/31/2012
	B&H Photo-Video Pro Audio Inc.	Stage Curtains , Lighting & Stage / Stadium Sound Systems	331-09	11/01/2009 - 10/31/2012
	Dooley Tackaberry, Inc.	Public Safety & Fire Supplies & Equipment	284-08	4/1/2008 - 3/31/2011
	Gunn Chevrolet	Vehicles	281-07	10/1/2007 - 12/01/2010

Community Housing Development Organization contracts CC REGULAR

Date: 11/09/2010
Submitted By: Estella Webber, URBAN COUNTY
Submitted For: Michelle Mendoza
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

1. Requesting approval to re-certify the Affordable Homes of South Texas, Inc. (AHSTI) and Proyecto Azteca as Community Housing Development Organization (CHDO's) within the County of Hidalgo.
2. Requesting approval to execute the 2010 HOME/CHDO contracts for Affordable Homes of South Texas, Inc. (AHSTI) and Proyecto Azteca.

BACKGROUND

The Urban County Program requested proposals from non-profit housing organizations on March 08, 2010 and again on March 15, 2010. A committee evaluated the proposals received. Among the criteria used in the evaluation process was type of project, project location(s), previous funding, and CHDO budget balance/expenditure ratios. The proposed funding amount for each CHDO is as follows:

Affordable Homes of South Texas, Inc. (AHSTI) - \$1,000,000 - to build thirty-eight (38) homes for low to moderate-income families that are below 80% of the area median income for the Hidalgo County.

Proyecto Azteca - \$400,000 – to build eight (8) homes for low to moderate-income families that are below 80% of the area median income for Hidalgo County.

Fiscal Impact

Attachments

Link: [2010 HOME/CHDO](#)

Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
1		Budget & Management	Sylvia Solis	11/04/2010 07:47 AM	APRV
2		Perla Lopez	Perla Lopez	11/05/2010 02:32 PM	APRV
3		Auditor's Office	Linda Fong	11/05/2010 04:11 PM	APRV
4		Purchasing Department		11/05/2010 04:11 PM	NEW
Form Started By: Estella Webber				Started On: 11/03/2010 03:16 PM	

CHDO AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

KNOW ALL BY THESE PRESENTS:

SECTION 1. PARTIES TO AGREEMENT

This agreement is made and entered into by and between the County of Hidalgo – Urban County Program (UCP) and (NAME OF ORGANIZATION), a nonprofit corporation organized under the laws of the State of Texas, hereinafter referred to as a Community Housing Development Organization, (C.H.D.O.). The parties hereto have severally and collectively agreed and by the execution hereof are bound to the mutual obligations and to the performance and accomplishment of the tasks described herein.

SECTION 2. AGREEMENT PERIOD

This agreement shall commence on the date of execution by the CHDO and the UCP and shall terminate on (CONTRACT SIGN DATE), unless otherwise specifically provided by the terms of this agreement.

SECTION 3. GRANT

UCP agrees to grant CHDO \$(CONTRACT AMOUNT), utilizing FY 2010 HOME funds, subject to the conditions of this agreement.

SECTION 4. CHDO PERFORMANCE

(INSERT PERFORMANCE DOCUMENTATION)

SECTION 5. UCP OBLIGATIONS

A. Measure of Liability

In consideration of full and satisfactory performance of the activities referred to in Section 4 of this agreement, UCP shall make payment under the grant for the actual and reasonable costs incurred by CHDO during the agreement period for performance rendered under this agreement by CHDO, subject to the limitations set forth in this Section 5.

1. It is expressly understood and agreed by the parties hereto that UCP's obligations under this Section 5 are contingent upon the actual receipt of adequate federal funds to meet UCP's liabilities under this agreement. If adequate funds are not available to make payments under this agreement, UCP shall notify CHDO in writing within a reasonable time after such fact is determined, UCP shall then terminate this agreement and will not be liable for failure to make payments to CHDO under this agreement.

2. UCP shall not be liable to grant CHDO money for any costs incurred by CHDO, or any portion thereof, which has been paid to CHDO or is subject to payment to CHDO, or has been reimbursed to CHDO or is subject to reimbursement to CHDO by any source other UCP.
3. UCP shall not be liable to grant CHDO money for any costs incurred by CHDO which are not allowed costs, as set forth in 24 CFR 92.206 and Section 6 of this agreement. Funds provided under this agreement may not be used for payment of prohibited activities as defined in 24 CFR 92.214.
4. UCP shall not be liable to grant CHDO money for any costs incurred by CHDO or for any performances rendered by CHDO which are not strictly in accordance with the terms of this agreement, including terms of Exhibit A, B, C, and D of this agreement.
5. UCP shall not be liable to grant CHDO money for any costs incurred or performances rendered by CHDO before commencement of this agreement or after termination of this agreement.

B. Limit of Liability

Notwithstanding any other provision of this agreement, the total of all payments and other obligations incurred by UCP under this agreement shall not exceed the sum of \$(INSERT CONTRACT MOUNT)

SECTION 6. DISBURSEMENT OF FUNDS

- A. UCP will provide funds under this agreement in accordance with the requirements of 24 CFR 92.502. CHDO may not request disbursement of funds under this agreement until funds are needed for payment of eligible costs and in accordance with the UCP CHDO Policy. All work related to a request for disbursement will be inspected prior to disbursement of funds. Funds will be disbursed within thirty (30) days provided all required supporting documentation have been submitted.
- B. It is expressly understood and agreed by the parties hereto that payments under this agreement are contingent upon CHDO's full and satisfactory performance of its obligations under this agreement. UCP reserves the right to recapture unexpended funds provided under this agreement in the event UCP determines that CHDO will be unable to expend funds within the prescribed time as determined by UCP.
- C. UCP shall not be liable to CHDO for any costs incurred or performance rendered by CHDO before commencement or after termination of this agreement.

SECTION 7. ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND PROGRAM INCOME

- A. CHDO must comply with applicable regulations under OMB Circular No. A-122 and the following requirements of 24 CFR Part 84 § 84.2, 84.5, 84.13 through 84.16, 84.26 through

84.28, 84.30, 84.31, 84.34 through 84.37, 84.40 through 84.48, 84.51, 84.60 through 84.62, 84.72, and 84.73 pursuant to 24 CFR 92.505(b).

- B. CHDO shall maintain records of the receipt, accrual, and disposition of all CHDO Proceeds funds in the same manner as required for in Section 7.A above for all funds under this agreement. Prior to disposition of it's CHDO proceeds, the CHDO shall request, in writing, approval from UCP Director indicating proceeds origination, amount and utilization type (rehab., acquisition, construction, etc.). CHDO shall provide reports of CHDO proceeds on a monthly basis utilizing Exhibit K of the CHDO Policy.
- C. All CHDO proceeds shall be retained by the CHDO however must be re-invested by CHDO and applied towards housing initiatives for low and moderate income individuals and families including, but not limited to, acquisition, construction and rehabilitation of home ownership projects.

SECTION 8. RETENTION AND ACCESSIBILITY OF RECORDS

- A. CHDO must establish and maintain those records listed under 24 CFR 92.508 and other records as may be determined by UCP.
- B. CHDO shall give the UCP, the Comptroller of the United States, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by CHDO pertaining to this agreement. Such right to access shall continue as long as the records are retained by CHDO. CHDO agrees to maintain such records in an accessible location.
- C. All records pertinent to this agreement shall be retained by CHDO for five years following affordability period the date of termination of this agreement or of submission of the final closeout reports, whichever is later, with the following exceptions:
 - 1. If any litigation, claim or audit is started before the expiration of the five-year period and extends beyond the five-year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.
 - 2. Records relating to real property acquisition shall be retained for the period of affordability required under 24 CFR 92.254 or 24 CFR 92.252 as applicable, plus five years
 - 3. Records covering displacement and acquisitions must be retained for at least five years after the date by which all person displaced from the property and all person whose property is acquired for the project have received the final payment to which they are entitled in accordance with 24 CFR 92.353.
- D. CHDO shall include the substance of this Section 8 in all subcontracts.
- E. CHDO must provide citizens, public agencies, and other interested parties with reasonable access to records consistent with the Texas Public Information Act, TEXAS GOVERNMENT CODE, Chapter 522.

SECTION 9. REPORTING REQUIREMENTS

- A. CHDO shall submit to UCP such reports on the operation and performance of this agreement as may be required by UCP including but not limited to the reports specified in this Section 9. In addition, CHDO shall provide UCP with all reports necessary for UCP compliance with 24 CFR 92.509 and 24 CFR Part 92, Subpart L and those reports listed in the UCP CHDO policy Section VII.
- B. In addition to the limitations on liability otherwise specified in this agreement, it is expressly understood and agreed by the parties hereto that if CHDO fails to submit to UCP in a timely and satisfactory manner any report required by this agreement, UCP may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by CHDO hereunder. If UCP withholds such payments, it shall notify CHDO in writing of its decision and the reasons therefore. Payments withheld pursuant to this paragraph may be held by UCP until such time as the delinquent obligations for which funds are withheld are fulfilled by CHDO.
- C. Acknowledgment of Funding Source. CHDO shall give credit to the UCP as the project-funding source in all presentations, written documents, publicity and advertisements regarding the development.

SECTION 10. MONITORING

The UCP reserves the right to, from time to time, carry out field inspections to ensure compliance with the requirements of this agreement. CHDO shall attend a preconstruction meeting prior to first construction draw. After each monitoring visit, UCP shall provide CHDO with a written report of the monitor's finding. If the monitoring reports note deficiencies in CHDO's performances under the terms of this agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by CHDO. Failure by CHDO to take action specified in the monitoring report may be cause for suspension or termination of this agreement, as provided in Section 18 and Section 19 of this agreement.

SECTION 11. INDEPENDENT CHDO

- A. It is expressly understood and agreed by the parties hereto that UCP is contracting with CHDO as an independent CHDO, and that CHDO, as such, agrees to hold UCP harmless and to indemnify UCP from and against any and all claims, demands, and causes of action of every kind and character which may be asserted by any third party occurring or in any way incident to, arising out of, or in connection with the services to be performed by CHDO under this agreement.
- B. CHDO agrees that it will indemnify the County of Hidalgo and the UCP ("Indemnities") and hold County of Hidalgo and UCP harmless of, from, and against all claims, demands, actions, damages, losses, costs, liabilities, expenses, and judgments recovered from or asserted against County of Hidalgo and UCP on account of injury or damage to person or property to the extent any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act or omission, negligence or misconduct on the part of CHDO or any of its agents, servants, employees, contractors, patrons, guests, licensees, or invitees entering upon the Housing being improved pursuant to

this Agreement or when any such injury or damage is the result, proximate or remote, of the violation by CHDO, or any of its agents, servants, employees, contractors, patrons, guests, licensees, or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the acquisition, rehabilitation, modification, or construction at the Housing herein or out of the use or occupancy of the Housing or the Housing themselves by CHDO, its agents, servants, employees, contractors, patrons, guests, licensees, or invitees, including without limitation, any damages or costs which may occur as a result of the design of the rehabilitation, modification, or construction of the Housing, the bidding process, actual rehabilitation, modification, or construction of the Housing, administration of the construction contracts by the County of Hidalgo and UCP or its designee, failure of the Housing prior to completion and acceptance of rehabilitation, modification, or construction of the Housing to work as designed, failure of the Contractor or manufacturer to honor its warranties, failure of CHDO to maintain the Housing, or the Housing themselves.

These terms of indemnification shall be effective upon the date of execution of this agreement and whether such injury or damage may result from the sole negligence, contributory negligence, or concurrent negligence of Indemnities; but not if such damage or injury may result from gross negligence or willful misconduct of Indemnities.

CHDO covenants and agrees that, in case the County of Hidalgo and/or UCP shall be made a party to any litigation against CHDO or in any litigation commenced by any party relating to this Agreement and the construction of the Housing contemplated hereunder, CHDO shall and will pay all costs and expenses, including reasonable attorneys' fees and court costs incurred by or imposed upon the County of Hidalgo or UCP by virtue of any such litigation.

CHDO, for and in consideration of UCP participation in this agreement, hereby agrees and covenants that CHDO will never institute any suit or action at law against the County of Hidalgo, UCP, their officers, agents, servants, or employees, (hereinafter referred to as RELEASEES), related to the performance by any party under this Agreement, nor institute, prosecute, or in any way aid in the institution or prosecution of any claim, demand, action or cause of action for damages, costs, expenses or compensation for, related to the performance by any party under this Agreement, whether or not caused by the negligence of Releases.

SECTION 12. SUBCONTRACTS

- A. Except for subcontracts to which the federal labor standards requirements apply, CHDO may not subcontract for performances described in this agreement without obtaining UCP's prior written approval. CHDO shall only subcontract for performances described in this agreement to which the federal labor standards requirements apply after CHDO has submitted a Subcontractor Eligibility form, as specified by UCP, for each such proposed subcontract, and CHDO has obtained UCP's prior written approval, based on the information submitted, of CHDO's intent to enter into such proposed subcontract. CHDO, in subcontracting for any performances described in this agreement, expressly understands that in entering into such subcontracts, UCP is not in any manner liable to CHDO's subcontractor(s).
- B. In no event shall any provision of this Section 12, specifically the requirement that CHDO obtain UCP's prior written approval of a subcontractor's eligibility, be construed as relieving

CHDO of the responsibility for ensuring that the performances rendered under all subcontracts are rendered as so as to comply with all of the terms of this agreement, as if such performances rendered were rendered by CHDO. UCP's approval of subcontractor's eligibility under this Section 12 does not constitute adoption, ratification or acceptance of CHDO's or subcontractor's performance hereunder. The act of approval of subcontractor's eligibility under this Section 12 does not waive any right of action which may exist or which may subsequently accrue to UCP under this agreement. UCP retains at all times the right to insist upon CHDO's full compliance with the terms of this agreement.

C. CHDO shall comply with all applicable federal, state, and local laws, regulations, and ordinances when making procurements under this agreement.

D. CHDO shall comply with all applicable federal, state, and local laws, regulations and ordinances for the term of this agreement.

SECTION 13. CONFLICT OF INTEREST

UCP shall ensure that no person who (1) is an employee, agent, consultant, officer or elected or appointed official of UCP that receives funds and who exercise or has exercised any functions or responsibilities with respect to activities assisted with funds provided under this agreement or (2) who is in a position to participate in a decision making process or gain inside information with regard to such activities may obtain a personal or financial interest or benefit from a HOME assisted activity, or have an interest in any agreement, subcontract, or contract (or the proceeds thereof) with respect to a HOME assisted activity either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. CHDO shall ensure compliance with applicable provisions under 24 CFR 92.356 and OMB Circular A-110 in the procurement of property and services.

SECTION 14. NONDISCRIMINATION AND SECTARIAN ACTIVITY

A. Equal Opportunity. CHDO shall ensure that no person shall on the grounds of race, color, religion, sex, age, handicap, familial status, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds provided under this agreement. In addition, funds provided under this agreement must be made available in accordance with the requirements of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. §1701u) such that:

1. To the greatest extent feasible, opportunities for training and employment arising in connection with the planning and carrying out of any project assisted with HOME funds provided under this agreement be given to low-income persons residing within the general local government area or metropolitan area or non-metropolitan county in which the project is located; and
2. To the greatest extent feasible, agreements for work to be performed in connection with any such project be awarded to business concerns, including. But not limited to, individuals or firms doing business in the field of planning, consulting, design, architecture, building construction, rehabilitation, maintenance, or repair, which are

located in or owned in substantial part by persons residing in the same metropolitan area or nonmetropolitan county as the project.

3. Religious Organizations. In accordance with 24 CFR 92.257, organizations religious or faith-based are eligible, on the same basis as any other organization, to participate in the HOME program. Organizations that are directly funded under the HOME program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the assistance funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the assistance funded under this part, and participation must be voluntary for the beneficiaries of the assistance provided. A religious organization that participates in the HOME program will retain its independence from Federal, State and local governments, and may continue to carry out its missions including the definition, practice, and expression of religious beliefs, provided that it does not use direct HOME funds to support any inherently religious activities, such as worship, religious instruction or proselytization. An organization that participates in the HOME program assistance program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. HOME funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those are used for inherently religious activities, HOME funds may not exceed the cost of those portions of the acquisition, construction or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to HOME funds in this part. Sanctuaries, chapels, or other rooms that a HOME-funded religious congregation uses as its principal place of worship, however, are ineligible for HOME-funded improvements.

SECTION 15. LEGAL AUTHORITY

- A. CHDO assures and guarantees that CHDO possesses the legal authority to enter into this agreement, receive funds authorized by this agreement, and to perform the services CHDO has obligated itself to perform hereunder.
- B. The person or persons signing and executing this agreement on behalf of CHDO, or representing themselves as signing and executing this agreement on behalf of CHDO, do hereby warrant and guarantee that he, she or they have been duly authorized by CHDO to execute this agreement on behalf of CHDO and to validly and legally bind CHDO to all terms, performances, and provisions herein set forth.
- C. CHDO shall not employ, award contract to, or fund any person that has been debarred, suspended, proposed for debarment, or placed on ineligibility status by the U.S. Department of Housing and Urban Development. In addition, UCP shall have the right to suspend or terminate this agreement if CHDO is debarred, suspended, proposed for debarment, or ineligible from participating in the HOME Program.

SECTION 16. LITIGATION AND CLAIMS

CHDO shall give UCP immediate notice in writing of:

- 1) Any action, including any proceeding before an administrative agency filed against CHDO in connection with this agreement; and
- 2) Any claim against CHDO, the cost and expense of which CHDO may be entitled to be reimbursed by UCP. Except as otherwise directed by UCP, CHDO shall furnish immediately to UCP copies of all pertinent papers received by CHDO with respect to such action or Claim.

SECTION 17. CHANGES AND AMENDMENTS

- A. Except as specifically provided otherwise in this agreement, any alterations, additions, or deletions to the terms of this agreement shall be by amendment hereto in writing and executed by both parties to this agreement.
- B. It is understood and agreed by the parties here to that performances under this agreement must be rendered in accordance with the HOME investment Partnerships Act of 1990, 42 U.S.C. §§12701 et. Seq., the regulations promulgated under such Act, the assurances and certifications made to UCP by CHDO, and the assurances and certifications made to the United States Department of Housing and Urban Development by UCP with regard to the operation of the HOME Program. Based on these considerations, and in order to ensure the legal and effective performance of this agreement by both parties, it is agreed by the parties hereto that the performances under this agreement are amended by the provisions of the HOME Program, and any amendments thereto and may further be amended in the following manner: The Department of Housing and Urban Development may from time to time during the period of performance of this agreement issue policy directives which serve to establish, interpret, or clarify performance requirements under this agreement. Such policy directives promulgated in the form of HOME Issuances, shall have the effect of modifying the terms of this agreement and shall be binding upon CHDO, as if written herein, provided however that said policy directives and any amendments shall not alter the terms of this agreement so as to release UCP of any obligation specified in Section 5 of this agreement to reimburse costs incurred by CHDO prior to the effective date of said amendments or policy directives.
- C. Any alterations, additions, or deletions to the terms of this agreement which are required by changes in Federal law or regulations are automatically incorporated into this agreement without written amendment hereto and shall become effective on the date designated by such law or regulation. The UCP or CHDO may require written changes or amendments to this Agreement when any substantial alterations, additions, or deletions to the terms of this agreement are required by changes in Federal law or regulations.
- D. CHDO has provided an estimated Budget and Project Implementation Schedule based upon the proposed construction listed above, which budget and schedule will be attached hereto and made a part hereof for all purposes as Exhibit B.

SECTION 18. SUSPENSION

In the event CHDO fails to comply with any term of this agreement, UCP may, in accordance with 24 CFR 85.43 and upon written notification to CHDO, suspend this agreement in whole or in part and withhold further payments to CHDO, and prohibit CHDO from incurring additional obligations of funds under this agreement.

SECTION 19. TERMINATION

The UCP may terminate this Agreement, in whole or in part, in accordance with 24 CFR 85.43 and this Section 19. UCP may terminate this agreement for convenience in accordance with 24 CFR 85.44. In the event CHDO materially fails as determined by UCP to comply with any term of this agreement, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, UCP may take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by the CHDO or take more severe enforcement action against CHDO.
2. Disallow all or part of the cost of the activity or action not in compliance.
3. Wholly or partly suspend or terminate the current award for the CHDO program.
4. Withhold further HOME award from CHDO.
5. Take other remedies that may be legally available.

Additionally, this agreement may be cancelled upon thirty-day notice of cancellation upon mutual agreement of the parties.

SECTION 20. AUDIT

A. Unless otherwise directed by UCP, CHDO shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this agreement, subject of the following conditions and limitations:

1. CHDO shall have an audit and/or financial statement made in accordance with 24 CFR 92.506, 24 CFR Part 85.26 or OMB Circular A-133 and the UCP CHDO Policy for any of its fiscal years included within the agreement period specified in Section 2 of this agreement in which CHDO receives more than \$500,000 in federal financial assistance provided by a federal agency in the form of grants, agreements, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, but federal financial assistance does not include direct federal cash assistance to individuals. The term includes awards of federal financial assistance received directly from federal agencies, or indirectly through other units of state and local government.
2. At the option of CHDO, each audit required by this section may cover either CHDO's entire operations or each department, agency, or establishment of CHDO which received, expended or otherwise administered federal funds.
3. Notwithstanding Section 5(a)(4), Section 5(a)(5), and Section 6 of this agreement, CHDO may utilize funds budgeted under this agreement to pay for that portion of the cost of such audit services properly allocable to the activities funded by UCP under this agreement, provided however that UCP shall not make payment for the cost of such audit services until UCP has received such audit report from CHDO.
4. Unless otherwise specifically authorized by UCP in writing, CHDO shall submit the report of such audit to UCP within thirty (30) days after completion of the audit, but no later than one (1) year after the end of each federal fiscal period included within the

period of this agreement. Audits performed under Subsection A of this Section 20 are subject to review and resolution by UCP or its authorized representative.

5. As part of its audit, CHDO shall verify expenditures according to the Budget attached as Exhibit B.
- B. Notwithstanding Subsection A of this Section 20, UCP reserves the right to conduct an annual financial and compliance audit of funds received and performances rendered under this agreement. CHDO agrees to permit UCP or its authorized representative to audit CHDO's records and to obtain any documents, materials, or information necessary to facilitate such audit. Should an audit not be required by Subsection A of this Section 20, CHDO shall provide an annual audit to UCP of funds received in performance of this Agreement.
- C. CHDO understands and agrees that it shall be liable to UCP for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this agreement. CHDO further understands and agrees that reimbursement to UCP of such disallowed costs shall be paid by CHDO from funds which were not provided or otherwise made available to CHDO under this agreement.
- D. CHDO shall take necessary action to facilitate the performance of such audit or audits conducted pursuant to this Section 20 as UCP may require of CHDO.
- E. All approved HOME audit reports shall be made available for public inspection within 30 days after completion of the audit.

SECTION 21. ENVIRONMENTAL CLEARANCE REQUIREMENTS

- A. CHDO understands and agrees that by the execution of this agreement UCP shall assume the responsibilities for environmental review, decision making, and other actions in accordance with and to the extent specified in 24 CFR 92.352 and 24 CFR, Part 58. However, if CHDO has staff experience and/or means to perform the environmental review, CHDO may request in writing, from UCP, approval to perform them.
- B. Notwithstanding any provisions of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the Participating Jurisdiction of a release of funds from the U.S. Department of Housing and Urban Development under 24CFR Part 58. The parties further agree that the provision of any funds to the project is conditioned on the Participating Jurisdiction's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review.

SECTION 22. LABOR STANDARDS

All laborers and mechanics employed in the rehabilitation of a project assisted under this agreement that contains 12 or more dwelling units shall be paid wages at rates as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. §276A-5), and

contracts involving their employment shall be subject to the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333). Construction contractors and subcontractors, must comply with regulations issued under these Acts and with other federal laws and regulations pertaining to labor standards and HUD Handbook 1344.1 (Federal Labor Standards Compliance in Housing and Community Development Programs), as applicable.

SECTION 23. SPECIAL CONDITIONS

- A. Release of Funds. UCP shall not release any funds for any costs incurred by CHDO under this agreement until UCP has received certification from CHDO that its fiscal control and fund accounting procedures are adequate to assure the proper disbursement of and accounting for funds provided under this agreement.
- B. Affordability. Funds provided under this agreement must meet the affordability requirements of the HOME rules for a period of 5 or 10 years (based on the direct HOME subsidy). CHDO agrees to repay all HOME funds governed by this Agreement if the project fails to comply or ceases to comply with the affordability requirements as set forth herein. The affordability requirements must continue to be met throughout the term of the agreement and shall be binding upon the successors, assigns, and transfers of the CHDO as required 24 CFR 92.254. Also, in compliance with 24 CFR 92.254, CHDO shall perform principal residency verifications annually on all properties that are within their affordability periods.
- C. The UCP has adopted a Recapture Policy that serves to address the continued affordability of housing units acquired with HOME funds. Under the CHDO Program, the homeowner must occupy the HOME assisted unit as their principal residence for a period of five (5) or ten (10) consecutive years. The UCP will recoup all or a portion of the assistance provided to the homeowner if the home does not continue to be the principal residence, if the property is sold, if the property is foreclosed upon, or if the client otherwise fails to adhere to program requirements within the affordability time frame. The recapture of HOME funds will be on a pro-rata basis according to the following formula if the “Direct HOME subsidy” assistance is less than \$15,000:
 - 1st Year – Repayment of the full amount of assistance provided
 - 2nd Year – Repayment of 80% of the assistance provided
 - 3rd Year – Repayment of 60% of the assistance provided
 - 4th Year – Repayment of 40% of the assistance provided
 - 5th Year – Repayment of 20% of the assistance provided

In those projects where the “Direct HOME subsidy” is \$15,000 up to \$40,000, the UCP will enforce a 10-year affordability with a prorating schedule spread over ten years.

- 1st Year – Repayment of the full amount of assistance provided
- 2nd Year – Repayment of 90% of the assistance provided
- 3rd Year – Repayment of 80% of the assistance provided
- 4th Year – Repayment of 70% of the assistance provided
- 5th Year – Repayment of 60% of the assistance provided
- 6th Year – Repayment of 50% of the assistance provided
- 7th Year – Repayment of 40% of the assistance provided
- 8th Year – Repayment of 30% of the assistance provided

- 9th Year – Repayment of 20% of the assistance provided
- 10th Year – Repayment of 10% of the assistance provided

If net proceeds from the sale or foreclosure are not sufficient to repay the UCP, in accordance with the appropriate schedule above, the UCP will accept the amount of the net sales proceeds as the amount to be recaptured and thereby satisfy all programmatic requirements – as allowed by 24 CFR 92.254(a)(5)(ii)(A).

D. Housing Quality Standards. CHDO shall ensure that all Housing assisted with funds provided under this agreement shall meet the requirements of 24 CFR 92.251.

E. Affirmative Marketing. CHDO shall adopt and submit for UCP's approval affirmative marketing procedures and requirements, not later than 30 days after the date this agreement is executed. The affirmative marketing procedures and requirements shall include, but need not be limited to, those specified in 24 CFR 92.351. UCP will assess the efforts of the CHDO's during marketing of the units by use of compliance certification or personal monitoring visit to the project at least annually. Where a CHDO fails to follow the affirmative marketing requirements, corrective actions shall include extensive outreach efforts to appropriate contacts to achieve the occupancy goals or other sanctions the UCP may deem necessary. CHDO must provide UCP with an annual assessment of the affirmative marketing program of the development. The assessment must include:

1. Method used to inform the public and potential homebuyers about federal fair housing laws and affirmative marketing policy. CHDO's advertising vacant units must include the equal housing opportunity logo or statement. Advertising media may include newspaper, radio, television, brochures, leaflets, or may involve simply a sign in a window. CHDO may wish to use community organizations, places of worship, employment centers, fair housing groups, housing counseling agencies, social service centers or medical service centers as resources for this outreach.
2. Records describing actions taken by the CHDO to affirmatively market units and records to assess the results of these actions. CHDO must maintain a file containing all marketing efforts (i.e. copies of newspaper ads, memos of phone calls, copies of letters) to be available for inspection at least annually by UCP.
3. CHDO shall solicit applications for vacant units from persons in the housing market who are least likely to apply for the rehabilitated housing without benefit of special outreach efforts. In general, persons who are not of the race/ethnicity of the residents of the neighborhood in which the rehabilitated building is located shall be considered those least likely to apply.
4. CHDO shall maintain a listing of all homebuyers residing in each unit through the end of the compliance period. Compliance period is as stated in 24 CFR 92.508(4) and (7)(c)(2), "records must be retained for a five years after the project completion date, except for documents imposing recapture restrictions which must be retained for five years after the affordability period terminates."

F. Reversion of Assets. Upon termination of this Agreement, all funds remaining on hand on the date of termination, and all accounts receivable attributes to the use of funds received

under this agreement shall revert to UCP. CHDO shall return these assets to UCP within seven (7) business days after the date of termination.

- G. Enforcement of Agreement. CHDO shall provide UCP with a legally enforceable agreement to enforce the affordability requirements of Subsection B of this Section 23. CHDO shall record said agreement in the real property records of the county where the project is located and return the original document, duly certified as to recordation by the appropriate county official, to the UCP within two business days of closing.
- H. Flood Insurance. Funds provided under this agreement may not be used in connection with acquisition or rehabilitation of a development located in an area identified by the Federal Emergency Agency (FEMA) as having special flood hazards, unless the locality in which the site is located is participating in the National Flood Insurance Program.
- I. Displacement, Relocation, and Acquisition. CHDO must ensure that it has taken all reasonable steps to minimize the displacement of persons (families, business and nonprofit organizations) as a result of a project assisted with funds provided under this agreement. CHDO must comply with the applicable provisions of 24 CFR 92.353.

SECTION 24. INSURANCE

- A. Insurance. CHDO shall have in force throughout the term of this Agreement insurance coverage consistent with the requirement in Exhibit E. A certificate to that effect will be provided to the County of Hidalgo/UCP at least ten (10) days prior to start of construction.
- B. Notice to the UCP. CHDO shall require its insurance policies to provide that the HOME Manager of the UCP shall be given thirty (30) days advance notice by the insurer prior to cancellation, nonrenewal, or material change of the insurance policies required by this Section 24. The insurer shall be subject to approval by the UCP.
- C. Failure to maintain required insurance will be cause for the UCP to take control of the Housing UNITS and will cancel any claim that CHDO may have to the use of the Housing UNITS. CHDO shall provide UCP with certificates of insurance reflecting all coverages required in Exhibit E , and shall, upon request of UCP, promptly provide UCP with copies of the insurance policies.
- D. Right to Re-evaluate and Adjust Limits. The UCP shall retain the right to reevaluate the insurance requirements and adjust the coverage limits upon thirty (30) days written notice. Insurance coverage limits shall be adjusted no more frequently than once a year.

SECTION 25. ORAL AND WRITTEN AGREEMENTS

- A. All oral and written agreements between the parties to this agreement relating to the subject matter of this agreement that were made prior to the execution of this agreement have been reduced to writing and are contained in this agreement.
- B. The attachments enumerated and denominated below are hereby made a part of this agreement, and constitute promised performances by CHDO in accordance with Section 4 of this agreement;

1. Exhibit A, Performance Statement
2. Exhibit B, Budget and Project Implementation Schedule
3. Exhibit C, Applicable Laws and Regulations
4. Exhibit D, Certifications
5. Exhibit E, Insurance Requirements

SECTION 26. JURISDICTION AND VENUE

The laws of the State of Texas shall apply to any dispute arising under this Agreement. For purposes of litigation pursuant to this agreement, venue shall lie in the County of Hidalgo, Texas where this Agreement was entered into and shall be performed.

SECTION 27. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

CHDO shall comply with all federal, state and local laws, statutes, ordinances, rules, regulations, orders and decrees of any court or administrative body or tribunal related to the activities and performances of CHDO under this agreement. Upon request by UCP, CHDO shall furnish satisfactory proof of its compliance herewith.

SECTION 28. 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:

- A. Requesting Price Adjustment:** Upon written request of the CHDO 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 CHDO 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 CHDO of the price changes.
 - The CHDO 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 CHDO 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.

- B. Price Reduction:** CHDO shall notify the County at the time when the CHDO'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 CHDO to notify the County of a decrease in costs for items and/or supplies for which the CHDO was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the CHDO the difference between the contract price and the price adjustment.
- C. 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 CHDO 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 CHDO 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 CHDO at any time upon written notice from the County to the CHDO demonstrating justification for such reduction, elimination or extension of the price adjustment.
- D. Allowable Review Periods:** Price adjustment reviews may only be requested by the CHDO 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.
- E. 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.

SECTION 29. REMEDIES

It is expressly understood and agreed by the parties hereto that any right or remedy provided for in this Section 28 or in any other provision of this agreement shall not preclude the exercise of any other right or remedy under this agreement or under any provision of law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. Failure to exercise any right or remedy hereunder shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

Executed this _____ day of _____, 2009.

ATTEST:

Hidalgo County, Urban County Program

UCP Director

Affordable Homes of South Texas, Inc.

CHDO Director

ACKNOWLEDGEMENT

STATE OF TEXAS §
§ **KNOW ALL BY THESE PRESENTS:**
COUNTY OF HIDALGO §

This instrument was acknowledged before me on _____ by _____ as Director of _____, a Texas nonprofit corporation, on behalf of said corporation.

(seal)

NOTARY PUBLIC, State of Texas
NAME: _____
My Commission Expires: _____

ACKNOWLEDGEMENT

STATE OF TEXAS §
§ **KNOW ALL BY THESE PRESENTS:**
COUNTY OF HIDALGO §

This instrument was acknowledged before me on _____ by _____ as Director of the Hidalgo County Urban County Program .

(seal)

NOTARY PUBLIC, State of Texas
NAME: _____

My Commission Expires: _____

EXHIBIT A
PERFORMANCE STATEMENT

EXHIBIT B

BUDGET AND PROJECT IMPLEMENTATION SCHEDULE

EXHIBIT C

OTHER FEDERAL REQUIREMENTS

1. Compliance with Federal Laws and Regulations. CHDO agrees to comply with all federal laws and regulations applicable to HOME and to the services and work covered under this Agreement.
2. Applicable Federal Civil Rights Laws and Executive Orders. The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from HUD. In providing the services and work set forth in this Agreement, CHDO will carry out its work in a manner which will permit full compliance by UCP with the following, and CHDO shall strictly adhere to the following:
 - a. Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall be excluded on the basis of race, color or national origin, from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
 - b. Section 109 of the Housing and Community Development Acts of 1974 and 1977, as amended, which provide that no person in the United States shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available pursuant to said Acts.
 - c. Title VIII of the Civil Rights Act of 1968, which mandates affirmative action toward furthering fair housing (in sale or rental of housing, financing of housing and provision of brokerage services) throughout the United States;
 - d. Executive Order 11063, which provides for equal opportunity in housing and related facilities provided by federal financial assistance;
 - e. Executive Order 11246, which provides that there shall be no discrimination in employment under federally assisted construction.
 - f. Section 3 of the Housing and Urban Development Act of 1968, which provides for training, employment, and contracting Opportunities for business and lower income persons assurance of compliance.
 - (1) The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are

located in, or owned in substantial part by persons residing in, the area of the project.

- (2) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department of Housing and Community Development issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
 - (3) CHDO will send to each labor organization or representative of workers with which it has a collective bargaining contract or other contract or understanding, if any, a notice advertising to the said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
 - (4) CHDO will include these Section 3 clauses in every contract and subcontract for work in connection with the project and will, at the direction of the State, take appropriate action pursuant to the contract upon a finding that any CHDO or subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135, and will not let any contract unless CHDO or subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
 - (5) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Rehabilitation Contract shall be a condition of the federal financial assistance provided to the project, binding upon CHDO, its successors, and assigns. Failure to fulfill these requirements shall subject CHDO, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135 which provides that, to the greatest extent feasible, opportunities for training and employment shall be given to lower-income residents of HUD-assisted project areas, and that contracts for work in connection with such projects be awarded to business concerns which are located in, or are owned in substantial part by, persons residing in the area of the Program.
- g. Section 504 of the Rehabilitation Act of 1973 (prohibits discrimination based on physical handicap) (Pub.L. 93-112), as amended, and implementing regulations when published for effect.

The Age Discrimination Act of 1975, as amended (Pub.L. 94-135), and implementing regulations when published for effect.

- i. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the implementing regulations at 24 CFR Part 42.

j. The requirements relating to minority and women's business enterprises set forth in Executive Order No. 11625 of October 13, 1971, 36 Fed. Reg. 1967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; and Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg. 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 23637.

k. The Uniform Federal Accessibility Standards set forth in 24 CFR, Part 40, Appendix A.

The provisions of 24 CFR, Part 24, relating to the employment, engagement of services, awarding of contracts, or funding of any CHDOs or subcontractors during any period of debarment, suspension or placement in ineligibility status.

m. The provisions of 24 CFR, Part 570, relating to compliance with applicable uniform administrative requirements in acceptance and use of funds, as described in Section 570.502 (this document is available at the UCP office).

The provisions of 24 CFR, Part 570, relating to compliance with: 1) OMB Circular A-110 which sets standards for uniform administrative requirements for grants to non-profit organizations; and 2) OMB Circular A-122, which provides a set of cost principles for determining costs of grants and other agreements with non-profit organizations.

3. Nondiscrimination Under Title VI of the Civil Rights Act of 1964. CHDO under this Agreement shall be subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and HUD regulations with respect thereto including the regulations under 24 CFR, Part 1. In the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, CHDO shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer prohibiting discrimination upon the basis of race, color, religion, sex or national origin, in the sale, lease or rental, or in the use of occupancy of such land or any improvements erected or to be erected thereon, and providing that CHDO and the United States are beneficiaries of and entitled to enforce such covenant. CHDO, in providing the services and work it is to provide pursuant to this Agreement, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

4. Equal Employment Opportunity. In providing the work and services herein specified, CHDO shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. CHDO shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CHDO shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or the UCP setting forth the provisions of this nondiscrimination clause. CHDO shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

CHDO shall incorporate the foregoing requirements of this Paragraph 4 in all of its contracts for program work, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for program work.

CHDO shall also maintain records containing:

- a. Data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funded in whole or in part with HOME or other Federal funds. Such information shall be used only as a basis for further investigation as to compliance with nondiscrimination requirements. No CHDO is required to attain or maintain any particular statistical measure by race, ethnicity, or gender in covered programs.
 - b. Documentation of actions undertaken to meet the requirements of 8 570.607(b) which implements section 3 of the Housing Development Act of 1968, as amended (12 U.S.C. 1701U) relative to the hiring and training of low- and moderate-income persons and the use of local businesses.
 - c. Data indicating the racial/ethnic character of each business entity receiving a contract or subcontract of \$25,000 or more paid, or to be paid, with HOME or other Federal funds, data indicating which of those entities are women's business enterprises as defined in Executive Order 12138, the amount of the contract or subcontract, and documentation of recipient's affirmative steps to assure that minority business and women's business enterprises have an equal opportunity to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. Such affirmative steps may include, but are not limited to, technical assistance open to all businesses but designed to enhance opportunities for these enterprises and special outreach efforts to inform them of contract opportunities. Such steps shall not include preferring any business in the award of any contract or subcontract solely or in part on the basis of race or gender.
5. Lead-Based Paint Hazards. Assistance provided under this Agreement is subject to the HUD Lead-Based Paint regulations at 24 CFR Part 35, hereby incorporated and made a part of this Agreement by reference. Any funding commitments made by UCP or CHDO shall be made subject to the provisions for the elimination of lead-based paint hazards under subpart B of said regulations.
 6. Flood Disaster Protection. Notwithstanding any other provision of this Agreement, CHDO shall comply with the Flood Disaster Protection Act of 1973, as amended (P.L. 93-234), and the standards issued thereto. No portion of the monies to be paid to CHDO pursuant to this Agreement shall be used for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in an area not in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any of said monies for such acquisition or construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said Act.

Any contract or Agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain, if such land is located in an area identified by the Secretary of HUD as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001, et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of the Flood Disaster Protection Act of 1973, as amended. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement.

7. Interest of Certain Federal Officials. No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit arising from same.
8. Conflict of Interest. No officer, employee, or agent of CHDO who exercises any functions or responsibilities with respect to the HOME Program or to the services and work to be performed by CHDO pursuant to this Agreement, during such officer's employee's, or agent's tenure or for one (1) year thereafter, shall have any personal or financial interest or benefit, direct or indirect, in this Agreement or the proceeds thereof. CHDO shall incorporate or cause to be incorporated in every contract required to be in writing a provision prohibiting such interest pursuant to the purposes of this Section.
9. Prohibition Against Payments of Bonuses or Commissions. The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purposes of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this Agreement, Title I of the Housing and Community Development Acts of 1974 or 1977, or HUD regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.
10. Copyrights. If this Agreement results in a book or other copyrightable material, the author is free to copyright the work, but HUD reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, all copyrighted material and all material which can be copyrighted.
11. Patents. Any discovery or invention arising out of or developed in the course of work aided by this Agreement shall be promptly and fully reported to UCP and HUD for determination by HUD as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including the rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.
12. Political Activity.
 - a. Political Reform Act. CHDO shall comply with the applicable provisions of the Political Reform Act of 1974, as amended, relating to conflicts of interest (codified at

Texas Government Code Section 87000, et seq.). CHDO will promptly advise UCP of the facts and circumstances concerning any disclosure made to it or any information obtained by it relating to conflicts of interest.

- b. **Partisan Activity Prohibited.** No funds provided in this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office; nor shall they be used to provide services, or for the employment or assignment of personnel in a manner supporting or resulting in the identification of programs conducted pursuant to this Agreement with the following: (1) any partisan or nonpartisan political activity or any other political activity associated with a candidate, or contending faction or group, in an election for public or party office; (2) any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election; or (3) any voter registration activity.

Participants employed in the administration of UCP's programs funded by HOME or other Federal funding, and participants whose principle employment is in connection with an activity financed by HOME or other Federal funding or resultant proceeds are subject to limitation on political activities under the Hatch Act (U.S.C. 1502(a), 18 U.S.C. 595). All participants may take part in nonpartisan activities outside working hours.

- c. **Lobbying Prohibited.** None of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the Congress.

13. Guidelines on Church-Related Activities.

- a. **Construction or Rehabilitation of Facilities.** HOME or other Federal funding recipients shall not use any funds to construct, rehabilitate, maintain, or restore religious structures (including those which may be historic properties) currently used for religious purposes. Block Grant funds shall not be used to construct, rehabilitate, maintain, or restore structures or other real property owned by "pervasively sectarian" organizations. Block Grant funds shall not be used to assist a religious organization in acquiring property. These prohibitions apply whether or not the property is used for religious services or instruction or is used in any other way for religious activities.

14. Property Standards

In accordance with 24 CFR 92.251, housing that is newly constructed with HOME funds must meet all applicable local codes, ordinances, and zoning ordinances at the time of project completion. Newly constructed housing must meet the current edition of the, Model Energy Code published by the Council of American Building Officials. The CHDO must assure that unit design specifications and necessary inspections of each unit is conducted to meet compliance requirements. File documentation must demonstrate compliance.

15. Environmental Requirements

Notwithstanding any provisions of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the Participating Jurisdiction of a release of funds from the U.S. Department of Housing and Urban Development under 24CFR Part 58. The parties further agree that the provision of any funds to the project is conditioned on the Participating Jurisdiction's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review.

END CONDITIONS OF FEDERAL FUNDING

EXHIBIT D

Certification Regarding Lobbying for Agreements, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any federal agreement, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal agreement, grant loan, or cooperative agreement, the undersigned shall complete and submit standard form –LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subagreements, subgrants, and agreement under grants, loans and cooperative agreements) and that CHDOs certify and disclose accordingly.

This certification is material representation of fact which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 132. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Affordable Homes of South Texas, Inc.

Signed:

Director

Date

EXHIBIT E

INSURANCE REQUIREMENTS

1. CHDO Insurance. CHDO, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects UCP and any insurance or self-insurance maintained by UCP shall be excess of CHDO's insurance coverage and shall not contribute to it.
2. Subcontractor(s) Insurance. If CHDO utilizes one or more subcontractors in the performance of this Agreement, CHDO shall obtain and maintain independent insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CHDO in this Agreement.
3. Types of Insurance and Minimum Limits. The following types of insurance and minimum limits are required for at least the following minimum coverage and limits of liability.
 - a. Worker's Compensation written in accordance with the laws of the State of Texas and providing coverage for any and all employees of CHDO in the minimum statutorily required coverage amounts.
 - b. Automobile Liability Insurance for each of CHDO's vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CHDOs employees or contractors), leased or hired vehicles, in the minimum amount of \$300,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle used by CHDO is not a material part of performance of this Agreement and CHDO and UCP both certify to this fact.
 - c. Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$300,000 combined single limit, including coverage for:
 - (1) Bodily injury.
 - (2) Personal injury.
 - (3) Broad form property damage.
 - (4) Contractual liability.
 - (5) Cross-liability.
4. Other Insurance Provisions.
 - a. If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CHDO agrees to maintain the required coverage for duration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CHDO may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of

interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

5. Endorsements.

- a. All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause, with the exception that Endorsement (ii), providing for 30-day notices, is the only endorsement required to be made a part of the Worker's Compensation and Employers' Liability policy coverage.
 - (1) "The County of Hidalgo, its employees, officers, agents and volunteers are hereby added as additional insurers, but only as respects work done by, for, or on behalf of the named insured under Agreement with the County of Hidalgo."
 - (2) "Thirty (30) days prior written notice shall be given to the County of Hidalgo in the event of cancellation, reduction in coverage, or non-renewal of this policy for whatever reason."

6. Proof of Coverage.

- a. CHDO agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide UCP on or before the effective date of this Agreement with Certificate of Insurance for all required coverages. Copies of all the required Endorsements required above shall be attached to the Certificate(s) of Insurance or other evidence of insurance acceptable to the County of Hidalgo, which shall be provided by CHDO's insurance company as evidence of the stipulated coverages. This Proof of Coverage shall then be mailed to the County of Hidalgo at the following address:

HOME Coordinator
County of Hidalgo
Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577

END INSURANCE REQUIREMENTS

**Hidalgo County Urban County Program
Community Housing Development Organization (CHDO) Certification**



Affidavit of Standards for Financial Management Systems

Date: _____

Affiant: _____

Recipient: _____

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant:

1. Affiant is the Director, President AND/OR Chief Financial Officer of the Recipient and is authorized to make this affidavit on behalf of Recipient.
2. Recipients' financial management systems conform to the financial accountability standards set forth in 24 CFR 84.21, by providing for and incorporating the following:
 - a. Accurate, current and complete disclosure of the financial results of each federally-sponsored project;
 - b. Records, which identify the source and application of funds for federally-sponsored activities. These records contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest;
 - c. Control over and accountability for all funds, property and other assets; adequate safeguards of all such assets shall be adopted to assure that all assets are used solely for authorized purposes;
 - d. Comparison of outlays with budget amounts for each award;
 - e. Written procedures to minimized the time elapsing between the receipt of funds and the issuance of redemption of checks for program purposes by the recipient;
 - f. Written procedures for determining the reasonableness, allocability, and allowability of costs in accordance with the provisions of Federal cost principles [Circular A-122] and the terms and conditions of the award;
 - g. Accounting records, including cost-accounting records, that are supported by source documentation.

Affiant signature: _____

Title: _____

Subscribed and sworn before me on the _____ day of _____, 20____,

by _____, on behalf of _____.

Notary Signature

My commission expires: _____

Seal:

Construction Contract - Street Improvements (Pct. #2)**CC REGULAR**

Date: 11/09/2010
Submitted By: Estella Webber, URBAN COUNTY
Submitted For: Monica Leal
Department: URBAN COUNTY
Agenda Category: Urban County

Information**CAPTION**

Urban County Program on behalf of the Hidalgo County Precinct No. 2 is requesting consideration and action to award and enter into a construction contract with Alvarez Construction (lowest bidder meeting all specifications and/or requirements) for the Street Improvements Project located in the Hidalgo County Precinct No. 2 in the amount of \$207,661.50 utilizing Years 17, 18, 19, 20 & 21 (2004, 2005, 2006, 2007 & 2008) street improvement funds. The project consists of street and drainage improvements to Inca Drive.

BACKGROUND

Hidalgo County Precinct No. 2 has requested and received bids for their street improvements project. R. Gutierrez Engineering Corporation prepared specification packages and bids were received and opened at the Hidalgo County – Purchasing Department on October 20, 2010. After review the project engineer recommended Alvarez Construction, as the lowest of five (5) qualified bidders. (See attached recommendation letter from R. Gutierrez Engineering Corporation and copy of bid tabulations.)

Contractor:	Alvarez Construction
Contract Amount:	\$207,661.50
Funds Available:	\$231,562.75
	Years 17, 18, 19, 20 & 21 (2004, 2005, 2006, 2007 & 2008) Street Improvements

Fiscal Impact

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

BUDGETARY IMPACT:

Urban County will utilize Year 17 (2004), Year 18 (2005), Year 19 (2006), Year 20 (2007), and Year 21 (2008) Street Improvement funds for the for the Street and Drainage Improvements to Inca Drive in Precinct #2.

Attachments

Link: [Engineering Contract](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	11/03/2010 03:13 PM	APRV
2	Perla Lopez	Perla Lopez	11/05/2010 02:41 PM	APRV
3	Auditor's Office		11/05/2010 04:11 PM	NEW

Form Started By: Estella Webber
Started On: 11/03/2010 02:14 PM

Final Approval Date: 11/05/2010

R. Gutierrez Engineering Corporation – Firm 486

October 27, 2010

Monica Leal
Urban County Program
1916 Tesoro Boulevard
Pharr, TX 78577

RE: Recommendation for Award – El Charro No. 2 Subdivision – Inca Drive
Project No: ENG10.15

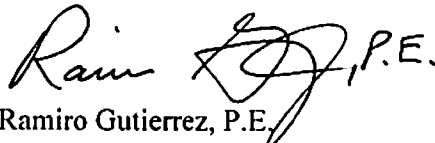
Dear Ms. Leal:

On Wednesday, October 20, 2010, at 9:30 a.m. in the Hidalgo County Purchasing Department Conference Room, bids were opened and read aloud for the above captioned project. Five (5) bids were received for this project. The low responsive base bid was for **\$207,661.50** from **Alvarez Construction**, from Donna, Texas.

Enclosed is a copy of the Plan Holders List, Bid Proposal Forms, and Bid Tabulation Form. We have reviewed the bids submitted and are recommending award of the contract base bid to the lowest responsive bidder being **Alvarez Construction**, from Donna, Texas, for **\$207,661.50**.

If you require our assistance please do not hesitate to call us. We are ready to assist you in making this project a success. You can call me at 956-782-2557 or on my mobile at 956-227-2154.

Sincerely,


Ramiro Gutierrez, P.E.
President

cc: Files

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HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY - URBAN COUNTY PROGRAM

BID OPENING DATE: October 20, 2010

BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: Hidalgo County Precinct No. 2 - El Charro No. 2 Subdivision - Street & Drainage Improvements - Inca Drive

**BID NO: 5005/06/07-08-92-0311-5000-9200-UCP-ML
(ADDENDUM NO. 1, & 2 REQUIRED)**

PROCUREMENT SPECIALIST:

RFB NO.	Name of Company	Total	ADDENDUMS ACKNOWLEDGED	Bid Bond/ Cashier's Check Included
1.	Sascon Inc.	\$239,788.05	Addendum #1 Acknowledged	Bid Bond Included
2.	Saenz Utility Contractors	\$249,882.20	No Addendums Acknowledged	Bid Bond Included
3.	Alvarez Construction	\$207,661.50	Addendum #1, & #2 Acknowledged	Bid Bond Included
4.	OG Construction Co., LLC	\$241,936.00	Addendum #1 Acknowledged	Bid Bond Included
5.	Asago Construction	\$220,156.00	Addendum #1, & #2 Acknowledged	Bid Bond Included
6.				
7.				
8.				
9.				

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

CONSTRUCTION CONTRACT

This Agreement, entered into this 9TH day of November 2010 by and between **HIDALGO COUNTY URBAN COUNTY PROGRAM**, joined by Hidalgo County Precinct No. 2 (hereinafter called the "OWNER", acting herein through its COUNTY JUDGE, and Alvarez Construction, a corporation) of Weslaco, State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

PROJECT NAME:	Hidalgo County Precinct No. 2 – Street Improvements – Inca Drive
PROJECT #:	5004/05/06/07/08-92-0311-5000-9200-UCP-ML
PROJECT DESCRIPTION:	<u>"Hidalgo County Precinct No.2 – El Charro No. 2 Subdivision – Street and Drainage Improvements – Inca Drive"</u>

hereinafter called the project, for the sum of **(\$207,661.50) Two hundred seven thousand, six hundred sixty one dollars, and fifty cents**, and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **R. Gutierrez Engineering Corporation** entitled the Engineer, and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within **60** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **\$ 200.00** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor", of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

Contractor

Name of Firm: Alvarez Construction

Address: 613 Ferguson Rd.

Donna, Texas 78537

Fed. I.D. #/S.S. _____

STATE OF TEXAS ,

COUNTY OF HIDALGO ,

This instrument was acknowledged before me on this the ____ day of _____, 20____,
by _____, _____ of and on behalf of _____ .
(title) (a corporation) (a partnership) (an individual)

Notary Public - Signature

WITNESS:

URBAN COUNTY PROGRAM

Diana R. Serna
Urban County Director

Hidalgo County

Precinct No. 2

HECTOR "TITO" PALACIOS
COUNTY COMMISSIONER

November 2, 2010

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

Dear Ms. Serna:

Hidalgo County, Precinct 2 concurs with R. Gutierrez Engineering Corporation's recommendation to award **El Charro # 2-Inca Drive UCP Project** to the lowest bidder **Alvarez Construction** for a total bid of **\$207,661.50**.

We will be utilizing surplus funds we have in our street improvement work plans totaling **\$231,562.75** from years 2004, 2005, 2006, 2007 and 2008 to complete this project.

Should you or your staff have any questions, please contact my staff member, Eralio Palacios, at Office # 787-1891 or Cell # 457-5627.

I thank you in advance for the prompt attention given this matter.

Sincerely,



Hector "TITO" Palacios
Pct. 2 Commissioner

Cc: Project Files

Water treatment plant improvements - City of Edcouch

CC REGULAR

Date: 11/09/2010
Submitted By: Estella Webber, URBAN COUNTY
Submitted For: Monica Leal
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

Urban County Program on behalf of the City of Edcouch, is requesting consideration and action to award and enter into a contract with OMT Utilities (lowest of three (3) quotes for the purchase and installation of aerators and mixer) for the waste water treatment plant located in the City of Edcouch. The amount of contract will not exceed \$46,300.00 utilizing Years 21 & 22 (2008 & 2009) Water/Sewer improvement funds.

BACKGROUND

The City of Edcouch requested three (3) written quotes from local utility contractors for the purchase and installation of aerators and a mixer for their waste water treatment plant project. (See attached recommendation letter from the City of Edcouch and copy of the quotes received by the three (3) utility contractors.)

Contractor:	OMT Utilities
Contract Amount:	\$46,300.00
Funds Available:	\$46,018.74 - FY 21 & 22 (2008 & 2009) Water/Sewer line item
City funds:	\$281.26 City of Edcouch

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County will utilize Year 21 (2008) & Year 22 (2009) Water/Sewer Improvement funds for the purchase and installation of aerator and mixer for the waste water treatment plant located in the City of Edcouch.

Contract Amount: \$46,300.00
 Funds Available: \$46,018.74
 City Funds: \$ 281.26

Attachments

Link: [project](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	11/04/2010 09:05 AM	APRV
2	Perla Lopez	Perla Lopez	11/05/2010 08:37 AM	APRV
3	Auditor's Office		11/05/2010 04:11 PM	NEW

Form Started By: Estella Webber

Started On: 11/04/2010 08:44 AM

Final Approval Date: 11/05/2010



CITY OF EDCOUCH

Robert S. Schmalzried - Mayor
Eddie Gonzalez - Mayor Pro-tem
Melody S. Galvan - Alderwoman PL 1
Noe Garcia Jr. - Alderman PL 2
Ruth Ruiz - Alderwoman PL 3
Danny Guzman - Alderman PL 4
P.R. Avila II - City Manager

November 3, 2010

Monica Leal, Coordinator
Hidalgo County Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

Monica:

I am requesting for the lowest quote received to be place on Commissioner's Court which will be held on November 9, 2010 for the purchase and installation of #2 Aerators and #1Mixer for the City of Edcouch's Waste Water treatment plant. Once approved by Hidalgo County Commissioner's Court, the City will provide you with a check in the amount of \$281.26 to be paid to Hidalgo County Urban County Program.

If you have any questions, please feel free to call me at your earliest convenience.

Thank you,

A handwritten signature in black ink, appearing to be "P.R. Avila II", written over a horizontal line.

P.R. Avila II
City Manager

OMT UTILITIES\LUIS REYES III
1906 S. PLEASANTVIEW
WESLACO, TX 78596

Estimate

Date 10/29/2010
Estimate # 650

Name / Address

City of Edcouch
211 W. Southern st.
Edcouch, TX 78538

P.O. #

Terms

Due on receipt

Due Date

10/29/2010

Other

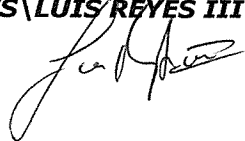
Description	Qty	Rate	Total
Surface aerator- 7.5 hp. 3 phase. 1800 rpm. 625 lbs.	2	8,800.00	17,600.00
Aqua mixer- 7.5 hp. 3 phase. 1200 rpm. 722 lbs.	1	12,200.00	12,200.00
Install and connect surface aerators. Provide all parts and labor including conduit pipe, electrical 3 phase wiring and surface tie down cable. Relocate electrical panel fuse box if necessary. Meet all city codes and requirements needed to completely finish said project.	2	5,500.00	11,000.00
Install and connect aqua mixer. Provide all parts and labor including conduit pipe, electrical 3 phase wiring and surface tie down cable.	1	5,500.00	5,500.00

Please consider my proposal.

Total

\$46,300.00

OMT UTILITIES\LUIS REYES III



956-778-0140

NOV 2 2010
G.

Center Line Construction

502 W. 34th St.
Weslaco, Tx. 78596
956-756-6951

Proposal

Number: **E169**

Date: **November 01, 2010**

Bill To:

City of Edcouch
211 w. Southern st.
Edcouch, TX.
78538

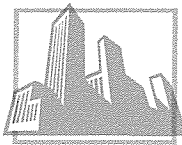
Ship To:

--

PO Number	Terms	Customer #	Ship	Via	Project
					Sewer plant

Item #	Description	Quantity	Price Each	Amount
Aerator	Full installation. Contractor shall provide aerator and labor.	2.00	14,250.00	28,500.00
Mixer	Full installation. Contractor shall provide mixer and labor.	1.00	20,250.00	20,250.00
Total				\$48,750.00





GCC Construction
6901 W. Expressway 83
Alamo, Tx. 78516

956-463-4863

GCCconstruction@aol.com

Estimate

Estimate No: 328
Date: 10/28/2010

Bill To:

Click here to pick a customer
City of Edcouch
211 W. Southern St.
Edcouch, Tx. 78538

Description	Hours	Rate	Amount
Install 1 mixer and 2 Aerators. Includes all parts and labor.	1.00	\$53,300.00	\$53,300.00*

Total	\$53,300.00
-------	-------------

NOV 1 2010

AI-23786

17.H.

Material testing - Street Improvements (Pct. #4)

CC REGULAR

Date: 11/09/2010
Submitted By: Estella Webber, URBAN COUNTY
Submitted For: Monica Leal
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for construction materials testing;
2. Presentation of the scoring grid for the purposes of ranking by CC of at least three (3) construction materials testing firms from the County's approved "pool" as graded and evaluated by Hidalgo County Precinct No. 4, Urban County Program and Hidalgo County Purchasing Department in connection with and funded through Hidalgo County Urban County Program Year 21 (2008) Precinct No. 4, Street Improvements - Ingle Road.

Firm	Grade	Rank
MEG Consultants – Geotechnical Testing	96.67	
RABA Kistner	96	
Professional Service Industries, Inc.	92.67	

3. Authority to negotiate a construction materials testing services contract with the No. 1 ranked firm _____ for an Urban County Program – Hidalgo County Precinct No. 4, Street Improvements project (Ingle Road).

BACKGROUND

The three firms rated from the County's approved "pool" are MEG Consultants – Geotechnical Testing, RABA Kistner and Professional Service Industries, Inc. for the Street Improvements – Ingle Road. Attached see grading grid for your review.

Funds Available:	\$ 162,396.70
------------------	---------------

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County funds will be utilized for this project.

Attachments

Link: [material testing grid](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	11/03/2010 03:13 PM	APRV
2	Perla Lopez	Perla Lopez	11/04/2010 01:19 PM	APRV
3	Auditor's Office		11/05/2010 04:11 PM	NEW

Form Started By: Estella Webber
Started On: 11/03/2010 01:52 PM
Final Approval Date: 11/05/2010

Hidalgo County Precinct No. 4
Professional Engineering Services for Construction Material Testing
Street Improvements – Ingle Road
Year 21 (2008)
Grading-Ranking Grid

Criteria	MEG Engineers Consultants			RABA Kistner			Professional Service Inc.		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Team	20	20	20	18	20	20	19	20	17
Experience of Project Team	24	23	21	24	23	25	23	21	20
Experience/ Availability of Project Manager	19	19	20	19	18	17	19	18	18
Understanding of Project	24	25	25	24	25	25	24	24	25
Familiarity with Applicable Rules & Regulations	10	10	10	10	10	10	10	10	10
TOTALS	97	97	96	95	96	97	95	93	90
AVERAGES	290÷3=96.67%			288÷3=96.00%			278÷3=92.67%		
RATING									

Engineering Services - Street Improvements (City of Edcouch) CC REGULAR

Date: 11/09/2010
Submitted By: Estella Webber, URBAN COUNTY
Submitted For: Monica Leal
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for professional engineering services.
2. Presentation of the scoring grid for the purposes of ranking by CC of at least three (3) engineering firms from the County's approved "pool" as graded and evaluated by City of Edcouch, Urban County Program and Hidalgo County Purchasing Department in connection with and funded through Hidalgo County Urban County Program Year 22 (2009) City of Edcouch, Street Improvements.

Firm	Grade	Rank
Guzman & Munoz Engineering & Surveying, Inc.	98%	
Noe Garza Engineers, Inc.	90.67%	
Sigler Winston, Greenwood & Associates, Inc.	89%	

3. Authority to negotiate a professional engineering service contract with the No. 1 ranked firm _____ for an Urban County Program – City of Edcouch, Street Improvements project.

BACKGROUND

The three firms rated from the County's approved "pool" are Guzman & Munoz Engineering & Surveying, Inc., Noe Garza Engineers, Inc. and Sigler Winston Greenwood & Associates, Inc. for the Street Improvements. Attached see grading grid for your review.

Funds Available:	\$ 249,128.65
------------------	---------------

Fiscal Impact

FISCAL YEAR:

ACCT. #: Urban County Funds

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Urban County funds will be utilized for this project.

Attachments

Link: [engineering services grid](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	11/03/2010 03:13 PM	APRV
2	Perla Lopez	Perla Lopez	11/04/2010 01:08 PM	APRV
3	Auditor's Office		11/05/2010 04:11 PM	NEW

Form Started By: Estella Webber
Started On: 11/03/2010 01:37 PM

Final Approval Date: 11/05/2010

City of Edcouch
Professional Engineering Services
Street Improvements
Year 22 (2009)
Grading-Ranking Grid

Criteria	Guzman & Munoz Engineering and Surveying, Inc			Noe Garza Engineers, Inc.			Sigler Winston, Greenwood & Associates, Inc.		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Team	20	20	19	17	20	20	18	16	20
Experience of Project Team	24	22	25	21	22	21	15	20	23
Experience/ Availability of Project Manager	20	20	20	17	20	17	20	17	16
Understanding of Project	25	25	24	22	20	25	25	22	25
Familiarity with Applicable Rules & Regulations	10	10	10	10	10	10	10	10	10
TOTALS	99	97	98	87	92	93	88	85	94
AVERAGES	294÷3=98.00%			272÷3=90.67%			267÷3=89.00%		
RATING									

AI-23745**17.J.****Park Equipment purchase - City of Mercedes
CC REGULAR**

Date: 11/09/2010
Submitted By: Estella Webber, URBAN COUNTY
Submitted For: Lupita Garcia
Department: URBAN COUNTY
Agenda Category: Urban County

Information**CAPTION**

Urban County Program on behalf of the City of Mercedes is requesting authority to purchase Parks, Recreational Facility Improvement Equipment through Hidalgo County's membership and participation with Buy Board, approved vendor Park Place Recreation Design, Inc., (contract #346-10) in the amount of \$10,346.69 (quote attached hereto) to include fees and discounts as requested by the City of Mercedes. UCP Year 23 (2010) Mercedes - Parks, Recreational Facility Improvements funds will be utilized along with City of Mercedes General Funds.

BACKGROUND

The park equipment purchased will be placed at several parks within the City of Mercedes. Park Place Recreation Design, Inc. is an approved vendor through the Buy Board, Contract #346-10. Delivery is expected within 30 days from receipt of purchase order.

Vendor:	Park Place Recreation Design Inc.
Purchase Amount:	\$10,346.69
Funds Available:	\$8,052.00 Year 23 (2010) Mercedes Parks, Recreational Facility Imp. funds.
	\$2,294.69 Check No. 97015 from Mercedes Pooled Cash Fund to UCP.

Fiscal Impact

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

BUDGETARY IMPACT:

Urban County Year 23 (2010) City of Mercedes Parks, Recreational Facility Improvement funds will be utilized for the purchase of park equipment.

Attachments

Link: park equipment purchase

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	11/02/2010 07:42 AM	APRV
2	Perla Lopez	Perla Lopez	11/04/2010 12:45 PM	APRV
3	Auditor's Office	Linda Fong	11/05/2010 03:33 PM	APRV
4	Purchasing Department	Marty Salazar	11/05/2010 04:07 PM	APRV

Form Started By: Estella Webber

Started On: 11/01/2010 02:13 PM

Final Approval Date: 11/05/2010

COUNTY OF HIDALGO - URBAN COUNTY PROGRAM

Price Proposal Form

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

Name of Cooperative: BuyBoard

Person Contacted: Marilyn Ahrens

PURCHASE #1 Name: Park Place Recreation Design, Inc. Contract No. : 346-10 Phone: 1-800-626-0238

Quantity	Description of Items	Price per Unit	Total Amount
9	8' Portable Punched Steel Picnic Tables	848.00	7,632.00
3	Super Park Grill	555.00	1,665.00
1	Shipping/Freight	1,514.69	1,514.69
	Less Buy Board Discount		(465.00)
		TOTAL:	10,346.69

Name of Cooperative: _____

Person Contacted: _____

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

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

Name of Cooperative: _____

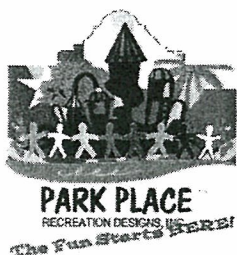
Person Contacted: _____

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

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

Requested by: Olga Rosas Date 10/26/2010

UCP Approval: A. B. [Signature] Date 10/29/10



Park Place Recreation Designs
Approved Vendor - Proposal #346-10
www.buyboard.com

Equipment Quotation

Quote Number: 09100754
Quote Date: 10/22/2010
Customer Number: 7857B01
Terms of Sale: Net 30
Customer Class: 1. Parks & Rec

Shipping Method: Miracle
Freight Terms: Prepaid
Approximate Ship Date: ASAP
Cust PO Num:

Prepared CITY OF MERCEDES
For: P.O BOX 837

Location: CITY OF MERCEDES
P.O BOX 837

MERCEDES, TX 78570
orosas@ci.mercedes.tx.us

MERCEDES, TX 78570

Payment/ FERNANDO DELEON (956) 565-3114
Accounting
Contact: OLGA ROSAS (956) 565-3114

Shipping/ FERNANDO DELEON (956) 565-3114
Delivery
Contact: OLGA ROSAS (956) 565-3114

Quantity	Item Number	Description	Price Each	Price Total
3	11045	SUPER PARK GRILL	\$555.00	\$1,665.00
9	1118	8' PICNIC TABLE, 2-3/8 LEGS M'THERM-PORT	\$848.00	\$7,632.00
			Equipment Total:	\$9,297.00
			Freight:	\$1,514.69
			Discount:	\$465.00
			SubTotal:	\$10,346.69
			Tax:	\$0.00
			Grand Total:	\$10,346.69

Special Colors:

Notes:

NOTE: BUY BOARD DISCOUNT INCLUDED

THIS IS THE DELIVERED PRICE FOR THE EQUIPMENT LISTED ABOVE. INSTALLATION IS NOT INCLUDED IN THIS PRICE.

www.miracleparkplace.com
Representing Miracle Recreation Equipment Company
P. O. Box 18186 - San Antonio, Texas 78218
210/821-5878 - 800/626-0238 - Fax: 210/832-0115

Vendor Contract Information[Proposal Documents](#)[Back](#)**Vendor:** Park Place Recreation Design, Inc.**Address:** 4225 Woodburn
San Antonio, TX 78218**Phone:** (210) 821-5878**Contact:** Marilyn Ahrens**Email:** marilyn@miracleparkplace.com**Federal ID:** 74-2336170**Accepts RFQs:** Yes**Contract:** Parks, Recreation & Field Lighting Products & Installation #346-10**Effective Date:** 10/1/2010**Expiration Date:** 9/30/2013**Payment Terms:** Net 30 days**Delivery Days:** 30**Shipping Terms:** Freight prepaid by vendor and added to invoice**Freight Terms:** FOB Shipping Point**Ship Via:** Common Carrier**Quote Reference Number:**

346-10

Regions Served: Texas Regions 1-3, 13, 15, 20**States Served:** Texas**Return Policy:** 20% restocking fee.[\[Log Out \]](#)©1996 - 2010 TASB
ALL RIGHTS RESERVED

Current BuyBoard Vendors

Phone: 800-695-2919

Fax: 800-211-5454

Parks, Recreation & Field Lighting Products & Installation #346-10**Expires: 9/30/2013**

**Adrite	All Play, Inc.	Aluminum Athletic Equipment Co.
American Parks Company	American Ramp Company	Atlas Sign Services
Beacon Solutions Group, LLC	BJ's Park & Recreation Products	BYO Playground
Carter Recreation Equipment	Centerline Supply LTD	Child's Play, Inc.
Churchich Recreation, LLC	Creative Components	Custom Swings of Texas, Inc.
Daktronics, Inc.	DunRite Playgrounds	DuraPlay, Inc.
ExerPlay, Inc.	Fun Abounds	Hendee Enterprises
Hunter Kneppshield of Texas, Inc.	InSite Amenities, L.P.	International Mulch Company
iZone	J.M. Stewart Corporation	Kraftsman Commercial Playgrounds & Water P
Lea Park & Play, Inc.	Lone Star Recreation	May Recreation Equip & Design LP
Media Support Group, Ltd.	Musco Sports Lighting	National Signs
No Fault Sport Group LLC	Noah's Park & Playgrounds, LLC	Park Place Recreation Design, Inc.
Paul E. Allen Co., Inc.	Play and Park Structures	Playgrounds Etc.
Playgrounds Today Inc	PlayPower LT Farmington, Inc./All Play, Inc.	Public Restroom Co.
Qualite Sports Lighting of Texas, LLC.	Recreation Consultants of Texas, LLC	Robson Corporation
S & S Worldwide	Simmons Builders General Contractor, Inc.	Site Source Inc.
Soil Express	Southern Bleacher Company	Spectrum Corporation
Sports Facilities & Co.	SRS Advertising	Sturdisteel Company
T.F. Harper & Associates	Techline Sports Lighting, LP	The Edu-Source Corp.
The Playwell Group, Inc.	Tot Turf	USA Shade & Fabric Structures, Inc.
Vortex Aquatic Structures International	Wade Contractors, Inc	Water Splash Inc
webuildfun, inc.	Wilburn Marketing	Woods Site & PlayScapes

Pipe Bursting Equipment #286-08**Expires: 3/31/2011**

Earth Tool LLC/ Hammerhead Trenchless Equ	TT Technologies, Inc.
---	-----------------------

Public Safety & Fire House Supplies & Equipment #284-08**Expires: 3/31/2011**

All America Sales Corporation	Aramco, Inc.	Dooley Tackaberry, Inc.
Emergency Vehicle Supply	Ferrara Fire Apparatus, Inc.	Fleet Safety Equipment, Inc.
GT Distributors, Inc.	John Wright Associates, Inc.	Laerdal Medical Corporation
Metro Fire Apparatus Specialists, Inc.	Miller Uniforms & Emblems Inc.	NAFECO
S&P Communications	SGS Industrial Supplies, Inc	Texas Highway Products
Vista Com	Wilson Fire/Rescue	

Radio Communication Products #285-08**Expires: 3/31/2011**

Adcomp Systems, Inc.	All-Tex Networking Solutions, Inc.	AngelTrax Bus Video - IVS, Inc
Commercial Security Integration	Comtex Communications	Gatekeeper Systems, Inc.
GPS Insight	Graybar Electric	ICOP Digital, Inc
**Industrial Communications	S&P Communications	Safety Vision LP
**Sigma Surveillance, Inc	Superior Alarms	**TFE
Zepco Sales & Service		



October 26, 2010

County of Hidalgo Urban County Program
c/o Lupita Garcia, UC Coordinator
1916 Tesoro Blvd.
Pharr, Texas 78577

Re: Request for Purchase Order

Dear Mrs. Garcia;

The City of Mercedes is requesting issuance of a purchase order in the amount of \$ 10,346.69 to Park Place Recreation Designs, Inc. for the purchase of nine (9) Picnic Tables and three (3) BBQ Grills for the Mercedes Parks and Recreation. A price proposal was solicited through Buy Board from Park Place Recreation Designs, Inc. for the park equipment. A payment in the amount of \$ 2,294.69 is being made payable to Urban County Program from the City's General Fund. The purchase order and payment for this expense should be dispensed from the following account in the amount stated:

A/C# 5010-50-0306-5000-5000 - \$ 8,052.00 – Parks, Recreational Facilities

(A/C # 01-534-4030 - \$ 2,294.69 – City's General Fund)

Thank you in advance for your assistance, and should you have any questions or require further information please do not hesitate to contact me at (956) 565-3114, Ext. 129.

Sincerely,

Olga Rosas

Olga Rosas
Grants/Fixed Assets Coord.

cc: File

(956) 565-3114 400 So. Ohio St. P.O. Box 837 Mercedes, Texas 78570

CITY OF MERCEDES

POOLED CASH FUND

400 SOUTH OHIO

MERCEDES, TEXAS 78570

FIRST NATIONAL BANK
MERCEDES, TEXAS

97015

DATE 10/26/2010

** URBAN COUNTY PROGRAM **

AMOUNT

***2,294.69

PAY -- TWO THOUSAND TWO HUNDRED NINETY FOUR & 69/100 DOLLARS ----

** URBAN COUNTY PROGRAM **

1916 TESORO BLVD

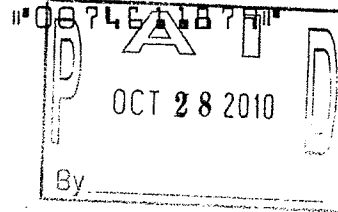
PHARR, TX 78577

TO THE
ORDER
OF*Diana B. Ivor**Rh*

MP

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

⑈097015⑈ ⑈114921415⑈



CITY OF MERCEDES • POOLED CASH FUND

97015

99-03242 ** URBAN COUNTY PROGRAM **

097015 10/26/2010

DATE	I.D.	PO #	DESCRIPTION	AMOUNT
10/26/2010	10/26/2010		PARK IMPROVEMENT	2,294.69
CITYS SHARES FOR PURCHASE OF BBQ GRILLS & PICNIC TABLES				

CITY OF MERCEDES • POOLED CASH FUND

97015

CHECK TOTAL

2,294.69

Engineering Services - Pct. #1 Street & Drainage Improvements CC REGULAR

Date: 11/09/2010
Submitted By: Estella Webber, URBAN COUNTY
Submitted For: Ester Gonzalez
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for professional engineering services.
2. Presentation of the scoring grid for the purpose of ranking by Hidalgo County Commissioners' Court of at least three (3) professional engineering service firms from the County's approved "pool" as graded and evaluated by Hidalgo County Precinct No. 1, Urban County Program and Hidalgo County Purchasing Department in connection with Hidalgo County Urban County Program, Texas Department of Rural Affairs – Disaster Recovery (TDRA-DR) for Precinct No. 1 Street & Drainage Improvements.

Firm	Grade	Rank
SAMES, Inc.	91.34%	
Vanguard Engineering	86.67%	
Innovative Engineering Civil Services, Ltd.	85%	

3. Authority to negotiate a Professional Engineering Service contract with the No. 1 ranked firm of _____ for the provision of engineering services for a Hidalgo County – Precinct No. 1 Street Improvements.

BACKGROUND

Project consists of Street Improvements & Drainage Improvements as needed in Precinct No. 1 utilizing TDRA-DR funds. The three firms evaluated were SAMES, Inc., Vanguard Engineering and Innovative Engineering Civil Services, Ltd. See attached grading grid for your review.

Fiscal Impact

FISCAL YEAR:

ACCT. #: Urban County Funds

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Urban County funds will be utilized for this project.

Attachments

Link: [grading grid](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	11/02/2010 07:42 AM	APRV
2	Perla Lopez	Perla Lopez	11/04/2010 12:30 PM	APRV
3	Auditor's Office	Linda Fong	11/05/2010 03:32 PM	APRV
4	Purchasing Department	Marty Salazar	11/05/2010 04:07 PM	APRV

Form Started By: Estella Webber
Started On: 11/01/2010 12:42 PM

Final Approval Date: 11/05/2010

AI-23743

18.A.

**Additional Right of Way- SWC Ridge Road & Cesar Chavez Road
CC REGULAR**

Date: 11/09/2010
Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For: Joe Pena
Department: RIGHT OF WAY DEPT.
Agenda Category: Right of Way

Information

CAPTION

Authorization for title reports, surveys, metes & bounds, appraisals and acquisition of additional right of way on the south west corner of Ridge Road and Cesar Chavez Road.

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

No budgetary impact- For approval only

Attachments

Link: [Ridge-CC 1](#)

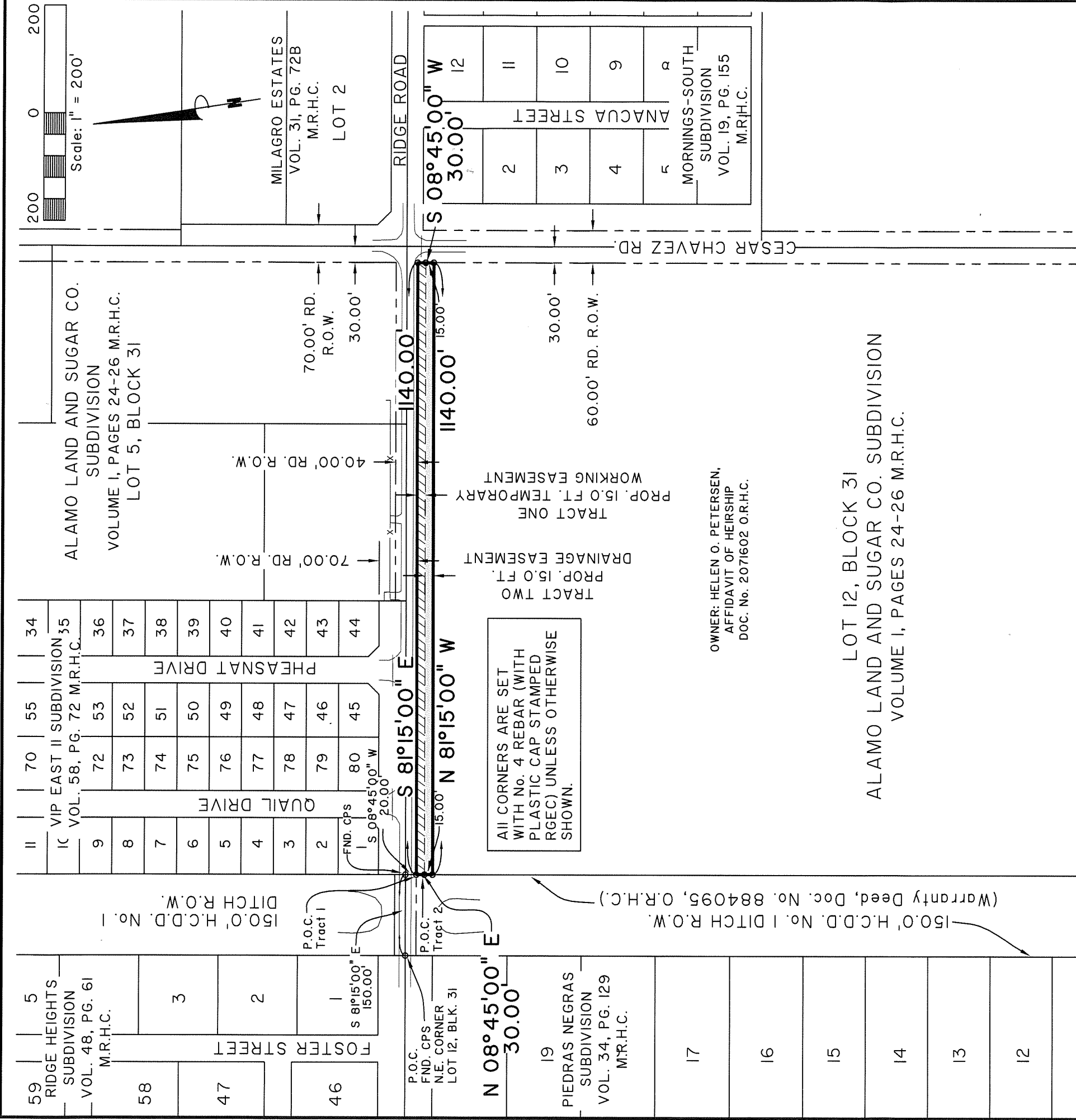
Link: [Ridge - CC 2](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	11/04/2010 11:55 AM	APRV
1	Budget & Management	Sylvia Solis	11/04/2010 11:55 AM	APRV
2	Olga Garza	Olga Garza	11/05/2010 02:01 PM	APRV
2	Olga Garza	Olga Garza	11/05/2010 02:01 PM	APRV
3	Auditor's Office	Angela Garcia	11/05/2010 04:11 PM	APRV
3	Auditor's Office	Angela Garcia	11/05/2010 04:11 PM	APRV

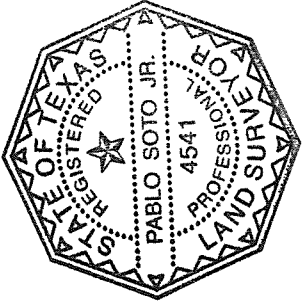
Form Started By: Sandra Garcia
Started On: 11/01/2010 12:18 PM

Final Approval Date: 11/05/2010



SURVEY PLAT
OF
A COMBINED TOTAL OF 0.78-ACRES OF LAND
(TRACT ONE)
A 15.00 FOOT TEMPORARY WORKING EASEMENT
BEING A 0.39-ACRE TRACT OF LAND OUT
OF LOT 12, BLOCK 31 AND
(TRACT TWO)
A 15.00 FOOT DRAINAGE EASEMENT
BEING A 0.39 OF AN ACRE OF LAND
OUT OF LOT 12, BLOCK 31,
ALAMO LAND AND SUGAR COMPANY SUBDIVISION,
HIDALGO COUNTY, TEXAS,
AS PER MAP RECORDED IN
VOLUME I, PAGES 24-26 M.R.H.C.

TRACT ONE
TRACT TWO



Pablo Soto Jr.
PABLO SOTO, JR. - R.L.S.No. 4541
Date: 10/27/10

R. Gutierrez
Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
ENGINEERING FIRM No. 486 • SURVEYING FIRM No.: 101650-00

**METES AND BOUNDS DESCRIPTION
OF
(TRACT TWO)
A 15.00 FOOT DRAINAGE EASEMENT,
BEING A 0.39 OF AN ACRE OF LAND OUT
OF LOT 12, BLOCK 31,
ALAMO LAND AND SUGAR COMPANY SUBDIVISION,
HIDALGO COUNTY, TEXAS,
AS PER MAP RECORDED IN
VOLUME 1, PAGES 24-26 M.R.H.C.**

Being a 0.39 of an acre of land out of Lot 12, Block 31, Alamo Land and Sugar Company Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas. Said 0.39 of an acre of land being more particularly described by metes and bounds as follows;

Commencing at a cotton picker spindle found at the Northwest corner of Lot 12, Block 31, Alamo Land and Sugar Company Subdivision; **Thence**, South 81 degrees 15 minutes 00 seconds East, with the North line of said Lot 12, Block 31, a distance of 150.00 feet to a cotton picker spindle found at the Southwest corner of VIP East II Subdivision (recorded in Volume 58, Page 72, Map Records of Hidalgo County, Texas); **Thence**, South 08 degrees 45 minutes 00 seconds West, a distance of 20.00 feet pass a No. 4 rebar set at the South Right of Way line of Ridge Road and at a total distance of 35.00 to a No. 4 rebar set (with a plastic cap stamped RGECE) for the Northwest corner and the **POINT OF BEGINNING** of this tract of land;

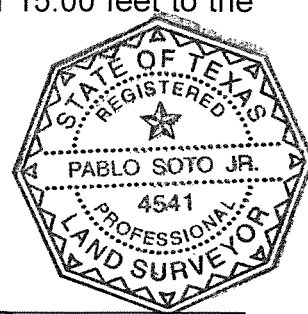
THENCE, South 81 degrees 15 minutes 00 seconds East, parallel to the North line of said Lot 12, Block 31, a distance of 1140.00 feet to a No. 4 rebar set (with a plastic cap stamped RGECE) at the West Right of Way line of Cesar Chavez Road, for the Northeast corner of this tract of land;

THENCE, South 08 degrees 45 minutes 00 seconds West, with the West Right of Way line of said Cesar Chavez Road, a distance of 15.00 feet to a No. 4 rebar set (with a plastic cap stamped RGECE) for the Southeast corner of this tract of land;

THENCE, North 81 degrees 15 minutes 00 seconds West, parallel to the North line of said Lot 12, Block 31, a distance of 1140.00 feet to a No. 4 rebar set (with a plastic cap stamped RGECE) at the East line of Hidalgo County Drainage District No. One drainage ditch Right of Way (as recorded in Warranty Deed Doc. No. 884095, Official Records of Hidalgo County, Texas), for the Southwest corner of this tract of land;

THENCE, North 08 degrees 45 minutes 00 seconds West, with the East line of said Hidalgo County Drainage District No. One drainage ditch Right of Way, a distance of 15.00 feet to the **POINT OF BEGINNING** and containing 0.39 of an acre of land more or less.


Pablo Soto, Jr. - R.P.L.S. No. 4515
Date: 10/27/10



**METES AND BOUNDS DESCRIPTION
OF
(TRACT ONE)
A 15.00 FOOT TEMPORARY WORKING EASEMENT,
BEING A 0.39 OF AN ACRE OF LAND OUT
OF LOT 12, BLOCK 31,
ALAMO LAND AND SUGAR COMPANY SUBDIVISION,
HIDALGO COUNTY, TEXAS,
AS PER MAP RECORDED IN
VOLUME 1, PAGES 24-26 M.R.H.C.**

Being a 0.39 of an acre of land out of Lot 12, Block 31, Alamo Land and Sugar Company Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas. Said 0.39 of an acre of land being more particularly described by metes and bounds as follows;

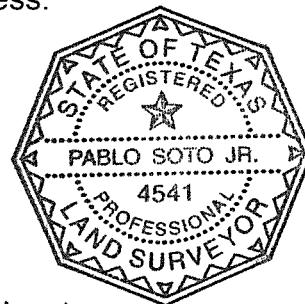
Commencing at a cotton picker spindle found at the Northwest corner of Lot 12, Block 31, Alamo Land and Sugar Company Subdivision; **Thence**, South 81 degrees 15 minutes 00 seconds East, with the North line of said Lot 12, Block 31, a distance of 150.00 feet to a cotton picker spindle found at the Southwest corner of VIP East II Subdivision (recorded in Volume 58, Page 72, Map Records of Hidalgo County, Texas); **Thence**, South 08 degrees 45 minutes 00 seconds West, a distance of 20.00 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) at the South Right of Way line of Ridge Road for the Northwest corner and the **POINT OF BEGINNING** of this tract of land;

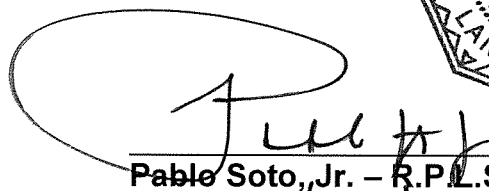
THENCE, South 81 degrees 15 minutes 00 seconds East, with the South Right of Way line of said Ridge Road, a distance of 1140.00 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) at the West Right of Way line of Cesar Chavez Road, for the Northeast corner of this tract of land;

THENCE, South 08 degrees 45 minutes 00 seconds West, with the West Right of Way line of said Cesar Chavez Road, a distance of 15.00 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) for the Southeast corner of this tract of land;

THENCE, North 81 degrees 15 minutes 00 seconds West, parallel to the North line of said Lot 12, Block 31, a distance of 1140.00 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) at the East line of Hidalgo County Drainage District No. One drainage ditch Right of Way (as recorded in Warranty Deed Doc. No. 884095, Official Records of Hidalgo County, Texas), for the Southwest corner of this tract of land;

THENCE, North 08 degrees 45 minutes 00 seconds West, with the East line of said Hidalgo County Drainage District No. One drainage ditch Right of Way, a distance of 15.00 feet to the **POINT OF BEGINNING** and containing 0.39 of an acre of land more or less.




Pablo Soto, Jr. – R.P.L.S. No. 4515
Date: 10/27/10

AI-23840

18.B.

Approval of Payment Parcel 1 El Dora Road Project - Jesus Nicholas & Concepcion Alvarez

CC REGULAR

Date: 11/09/2010
Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For: Joe Pena
Department: RIGHT OF WAY DEPT.
Agenda Category: Right of Way

Information

CAPTION

Consideration and approval to purchase a certain tract of land described as Parcel # 1 El Dora Road Project - Jesus Nicholas & Concepcion Alvarez.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010
FUNDS AVAILABLE Y/N?: Y
ACCT. #: 0-1200-431-00-122-052-0-711
MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance of \$23,649.00 as of 11/5/10.

Attachments

Link: Parcel 1 El Dora Road

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	11/04/2010 11:56 AM	APRV
2	Olga Garza	Olga Garza	11/05/2010 01:41 PM	APRV
3	Auditor's Office		11/05/2010 04:11 PM	NEW

Form Started By: Sandra Garcia
Started On: 11/04/2010 10:36 AM
Final Approval Date: 11/05/2010

REAL ESTATE APPRAISAL REPORT
TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property: Located along the southern frontage along El Dora Road, west of San Gabriel Street, Hidalgo County, Texas.

District: Pharr

Property Owner: Concepcion & Jesus Nicolas Alvarez

ROW CSJ: N/A

Address of Property Owner: 822 Rocky TRL Pharr TX 78577

Parcel: 1

Occupant's Name: Vacant

Federal Project No: N/A

Whole: ☐

Partial: ☒

Acquisition

Highway: El Dora Road

County: Hidalgo

Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of the fee simple title to the real property to be acquired, encumbered by any easements not to be extinguished, less oil, gas and sulphur. If this acquisition is of less than the whole property, then any special benefits and/or damages to the remainder property must be included in accordance with the laws of Texas.

Market Value

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

Certificate of Appraiser

I hereby certify that, it is my opinion the total compensation for the acquisition of the herein described property is \$3,283.00 as of June 1, 2010, based upon my independent appraisal and the exercise of my professional judgment; on June 1, 2010, (date)(s), I personally inspected in the field the property herein appraised; I afforded Concepcion & Jesus Nicolas Alvarez, the property owner or the representative (s) of the property owner, the opportunity to accompany me at the time of the inspection. The comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on June 1, 2010, I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of the, Hidalgo County Precinct #2, or officials of the Federal Highway Administration until authorized by County officials to do so, or until I am required to do so by due process of law or until I am released from this obligation by having publicly testified to such findings; and, my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

I certify to the best of my knowledge and belief that the statements of fact contained in this report are true and correct; the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions; I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved; and, my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right of way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement other than that due to the physical deterioration within the reasonable control of the owner has been disregarded in estimating the compensation for the property.

Appraiser Signature

State Certified General Real Estate Appraiser – TX 1328375 – General
Certification Number

June 10, 2010

Date

To the best of my knowledge, the value does not include any items which are not compensable under the State law.

District Reviewing Appraiser

Date

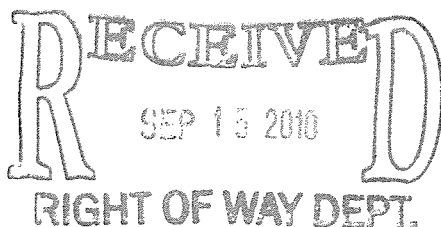
Sep-15-2010

A quien Corresponda

yo la Sra Concepcion Alvarez
solicito una nueva oferta por la cantidad
de \$ 5.500 dollars
para poder construir una buena cerca
y a la vez dar un mejor aspecto a nuestra ed.
ya que como puede ver colindamos
con una escuela nueva
y considero que seria una buena razon
ya que los materiales cada vez son mas caros.

por su atencion
muchas Gracias

atte Concepcion
Alvarez
(956) 655 21 68





HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

Jose N. Peña
Director

MEMO

TO: Commissioner's Court

FROM: Carlos "CJ" Moreno Jr.
Right Of Way Agent 

DATE: September 16, 2010

RE: Eldora Road Project (Parcel # 1)
Jesus & Concepcion Alvarez

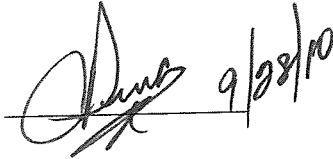
Attached please find letter provide by property owner for above-mentioned project.

Appraised Value: \$3,283.00

Settlement Offer: \$5,500.00

Differences: \$2,217.00

Approved;



Not Approved: _____

AI-23873

19.A.

**Recommendation of HC Emergency Services District #4
CC REGULAR**

Date: 11/09/2010
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: Precinct #2

Information

CAPTION

Discussion and Possible action regarding the recommendation of the Hidalgo County Emergency Services District #4.

BACKGROUND

Fiscal Impact

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

Attachments

Link: [Recommendation Ltr.](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	11/05/2010 01:57 PM	APRV
2	Roland Garcia	Rolando Garcia	11/05/2010 02:33 PM	APRV
3	Auditor's Office		11/05/2010 04:11 PM	NEW

Form Started By: Yolanda Cisneros
Started On: 11/05/2010 01:35 PM
Final Approval Date: 11/05/2010

HIDALGO COUNTY EMERGENCY SERVICES DISTRICT #4
P.O. BOX 936, ALAMO, TEXAS 78516

July 17, 2010

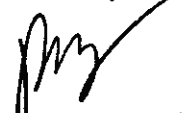
Mr. Hector "Tito" Palacios, Commissioner
Precinct #2
301 E. State
Pharr, Tx 78577

Dear Commissioner Palacios,

The Hidalgo County Emergency Services District #4 had their Board meeting on July 17, 2010 and unanimously recommended Mr. Roy Espinoza to fill the vacation position that was left after Mr. Rene Gorena's death. The Commission is requesting your assisting in presenting this request to the Commissioner's Court at their next meeting. The Hidalgo County Emergency Services District #4 would like to fill the vacancy immediately in order to continue providing the services to the community.

Thank you for your cooperation in this matter. If you have any questions or concerns, please contact me at (956) 534-4499.

Sincerely,



Denton "Butch" Vulgamore, President
Hidalgo County Emergency Services District #4

Fd#7-10

ESD ADMINISTRATOR:
RICK RAMIREZ (956) 534.4499

AI-23878

19.B.

ICA - County & City of San Juan (Cesar Chavez Rd.)

CC REGULAR

Date: 11/09/2010
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Submitted For: Comm. Palacios
Department: EXECUTIVE OFFICE
Agenda Category: Precinct #2

Information

CAPTION

Approval of Interlocal Agreement between County of Hidalgo and City of San Juan (Cesar Chavez Rd.)

BACKGROUND

Agreement will be provided Monday as per Comm. Palacios - MB

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	11/05/2010 02:59 PM	APRV
2	Roland Garcia	Rolando Garcia	11/05/2010 03:24 PM	APRV
3	Auditor's Office		11/05/2010 04:11 PM	NEW

Form Started By: Monica Badillo
Started On: 11/05/2010 02:51 PM
Final Approval Date: 11/05/2010

AI-23736

20.A.

**Travel Policy
CC REGULAR**

Date: 11/09/2010
Submitted By: Olga Garza, BUDGET & MANAGEMENT
Submitted For: Sergio Cruz
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

Discussion, consideration, and possible action regarding proposed revisions to the Travel Policy Guidelines and Procedures.

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

No budgetary impact
No funding required for this action.

Attachments

Link: Travel Policy

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/29/2010 04:26 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	10/29/2010 04:49 PM	APRV
3	Auditor's Office	Linda Fong	11/05/2010 03:05 PM	APRV
4	Purchasing Department	Marty Salazar	11/05/2010 03:08 PM	APRV

Form Started By: Olga Garza

Started On: 10/29/2010 03:32 PM

Final Approval Date: 11/05/2010

HIDALGO COUNTY, TEXAS

ADMINISTRATIVE POLICY MANUAL

Procedure:	T.1
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Date Authorized:	10/26/2010
Supersedes:	08/05/2008 04/04/2006

TRAVEL POLICIES, GUIDELINES, AND PROCEDURES

1.00 REFERENCE

County Auditor's Form T.1.1 "Application for Official Travel"
County Auditor's Form T.1.2 "Registration, Lodging, Vehicle Rental, & Airfare Check Request"
County Auditor's Form T.1.3 "In-County Travel Automobile Expense Claim"
County Auditor's Form T.1.4 "Final Travel Expense Claim"
County Auditor's Form T.1.5 "Out-of-County Travel Advance Request"
County Auditor's Form T.1.6 "Non-overnight Meal Expense Incurred by Law Enforcement Personnel While Transporting Detainees/Conducting Extraditions"

2.00 AUTHORITY

Local Government Code § 152.011 "Amount set by Commissioners Court"
Local Government Code § 152.035 "Reimbursement for Mileage Expenses" (County Auditor)
Local Government Code § 152.901 "Travel expenses for Certain County Agents and Board Members"
Local Government Code § 152.907 "Continuing Education Expenses for County and Precinct Officers"
Government Code § 611.001 "Lodging and Meal Expenses"
Government Code § 611.002 "Common Carrier Fares"
Penal Code § 39.02 "Abuse of Official Capacity"

Internal Revenue Service Publication 1542 "Per Diem Rates"
Internal Revenue Service Publication 15 "Employer's Tax Guide" (Circular E).
Income Tax Regulations § 1.62-2 "Reimbursements and other expense allowance arrangements"

3.00 BACKGROUND

Local Government Code § 152.011 authorizes Commissioners Court to set the amount of the travel expenses and other allowances for County and precinct officers and employees who are paid wholly from County funds.

Commissioners Court approved the original policies, guidelines and procedures on June 1, 1996. On October 26, 2010, the Hidalgo County Commissioners Court revised the travel policies, guidelines, and procedures that were previously amended on August 5, 2008. These travel policies, guidelines, and procedures supersede those found in the Hidalgo County Personnel Policy Manual ("Brown Book") and the Hidalgo County Civil Service Commission Rules ("Blue Book") and any other travel policy previously approved by Commissioners Court. The travel policies, procedures, and guidelines set forth below are applicable to Hidalgo County Officials (Elected Officials, Appointed Officials, and Department Heads) and employees.

Hidalgo County has adopted an "Accountable Plan" for the reimbursement of business travel expenses. Pursuant to Federal Tax Regulation § 1.62-2, reimbursements for travel under an "Accountable Plan" must meet three requirements as follows:

1. There must be a business connection and the expense must be reasonable;
2. There must be a reasonable accounting of the expenses (amounts paid up to the allowable federal per diem rates are deemed substantiated); and
3. All excess reimbursements must be repaid in a reasonable time.

HIDALGO COUNTY, TEXAS
ADMINISTRATIVE POLICY MANUAL

Procedure:	T.1
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Supersedes:	08/05/2008 04/04/2006

Federal Tax Regulation § 1.62-2(k) provides that, in addition to these three requirements, the plan cannot exhibit a "pattern of abuse." If a payer's reimbursement or other expense allowance arrangement evidences a pattern of abuse of the rules of section 62(c) and this section, all payments made under the arrangement will be treated as made under a nonaccountable plan.

Pursuant to Federal Tax Regulation § 1.62-2(c)(5), payments or reimbursements under a nonaccountable plan are included in the employee's gross income, must be reported as wages or compensation on the employee's Form W-2, and are subject to withholding and payment of employment taxes (social security, Medicare, unemployment).

4.00 POLICIES AND GUIDELINES

1. Travel expenses shall be allowed only for County Officials and employees (collectively referred to as employees) while on official County business. The purpose of the trip must be for the County's benefit and/or be related to the Department's primary business activities as follows:
 - a. To obtain statutorily required continuing professional education;
 - b. To obtain continuing education related to an employee's work or maintenance of a license or certification;
 - c. To testify before legislative bodies, regulatory agencies and commissions, and other forums that may make decisions affecting the County including its affiliated agencies and operations;
 - d. To participate in professional organizations related to the employee's job assignment;
 - e. To conduct essential research and information-gathering for improvement of County operations or compliance with the law;
 - f. To monitor the development of state or federal legislation or implementation of legislation that might affect the County;
 - g. To participate in forums, coalitions, and discussions relating to the policy, legislative, and regulatory interests of the County;
 - h. To pursue the County's interests in litigation or criminal justice;
 - i. To promote the economic development interests of the County; or
 - j. To carry out other purposes determined by Commissioners Court to be in the interest of the County.
2. Sufficient funds must be available in the adopted budget before expenditures are made.
3. Travel expenses must be reasonable and necessary. Any inappropriate or excessive costs will not be reimbursed.
4. Preference should be given to local and in-state training, unless training is not available locally or in-state.

HIDALGO COUNTY, TEXAS
ADMINISTRATIVE POLICY MANUAL

Procedure: T.1
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Date Authorized: 10/26/2010
Supersedes: 08/05/2008
04/04/2006

5. Departments must properly train employees on the Travel Policies, Guidelines, and Procedures (hereinafter referred to as the Travel Policy) and keep them informed of any changes in travel rules. Departments must ensure that all travel reimbursements are examined to ensure compliance with the Travel Policy prior to submitting payment requests. Employees must ensure that their travel complies with the Travel Policy and must not seek reimbursement for travel expenses that the employee should reasonably know are not reimbursable.
6. The County Auditor shall exercise his professional judgment to the extent allowed by law to approve travel expenditures when expenditures deviate from the Travel Policy; however, such expenditures must be reasonable, necessary, and incurred 1) while conducting official County business, and 2) for the County's benefit and/or related to the Department's primary business activities as noted in section 4.01.
7. **AUTHORIZATION FOR OFFICIAL TRAVEL**
 - a. Prior to making any reservations and/or traveling, Departments that report to the Commissioners Court Executive Officer (hereinafter referred to as the Executive Officer) must obtain approval from the Executive Officer by submitting **Form T.1.1 "Application for Official Travel"**.
 - b. The County is not obligated to pay for travel by Departments that report to the Executive Officer if prior approval from the Executive Officer was not obtained.
8. **METHOD OF PAYMENT FOR TRAVEL EXPENSES**
 - a. Direct Payment - Registration fees, lodging, and airfare may be paid directly to vendors. The request for payment must be submitted to the County Auditor's Office - Accounts Payable Section at least two weeks prior to the date the check will be needed.
 - b. Department's Travel Credit Card - If direct payment is not possible, the Department's travel credit card may be used to pay registration fees, lodging, and airfare (see Travel Credit Card procedures). Reservations for lodging, rental vehicles, or airfare using the Department's travel credit card must be made by the Purchasing Department unless the Department has been authorized by Commissioners Court to have custody of a travel credit card. The Department's travel credit card may not be used to make reservations at rates higher than allowed by the Travel Policy. Expenditures made with the travel credit card must be in compliance with the Travel Policy.
 - c. Personal Credit Cards and/or Cash - If registration fees, lodging, or airfare is not prepaid, the County will reimburse the employee for travel

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expenses incurred in accordance with the Travel Policy upon completion and submittal of **Form T.1.4 "Final Travel Expense Claim"**. The County will not reimburse interest, over the credit limit charges, or late charges incurred on the employee's personal credit card.

- d. Travel Advance - The employee may obtain a travel advance subject to certain restrictions (see Section 4.19).

9. COORDINATION OF TRAVEL

- a. "Coordination of travel" in this Section means employees traveling together in a personally owned vehicle, County vehicle, or rental vehicle.
- b. Except as provided by section (d) below, coordination of travel is required when four or fewer employees employed by the same Department travel on the same dates with the same itinerary to conduct the same official County business. If more than four employees employed by the same Department travel on the same dates with the same itinerary to conduct the same official County business, then coordination of travel is required for each group of four employees and for any fraction in excess of a multiple of four employees.
- c. When coordination of travel is required, only the driver of the personal vehicle or rental vehicle will be reimbursed for mileage or fuel charges, respectively. Mileage incurred by an employee to meet at a designated location or to pick up other employees may be reimbursed if reasonable and documented (see Section 4.11).
- d. Exception to coordination of travel: Coordination of travel is not required by Hidalgo County Officials. It is also not required if prior to the trip, the County Official determines that coordination of travel is not feasible. That determination must be based only on factors relating to official County business. Determinations should be made on a trip-by-trip basis and must be provided in a written memo to the County Auditor's Office – Accounts Payable Section. If the County Auditor's Office determines that the rationale for the determination was not related to official County business, only one of the employees will be reimbursed.

10. AIR TRAVEL

- a. When the most efficient travel is by air, reimbursement will be limited to coach fare. Refundable fares should be considered if the possibility of a trip cancellation exists. Airline tickets should be reserved in advance, when possible, in order to obtain the most reasonable rates. The use of a travel agency to book air travel reservations is discouraged.

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- b. Package fares (Friends Fly Free, etc.) are encouraged when two or more employees are traveling to and from the same location and overall cost can be reduced.
- d. The employee must personally pay for the cost of the package fare (Friends Fly Free, etc.) if the employee is flying with family or friends. The employee will only be reimbursed for one half of the price of the coach fare upon completion and submittal of **Form T.1.4 "Final Travel Expense Claim"** and evidence of the price of the coach fare.
- e. Baggage charges for up to two checked bags are reimbursable. Baggage charges in excess of the second checked bag will not be reimbursed unless the fees are incurred for checking County-owned equipment. Baggage excess weight fees will not be reimbursed. A written memo must be addressed to the County Auditor's Office – Accounts Payable Section describing the County-owned equipment and the reason(s) for the equipment.
- f. Charges for changes made to flight reservations will not be reimbursed unless the change is necessary due to official County business, a natural disaster, other natural occurrence, illness, or personal emergency. A written memo must be addressed to the County Auditor's Office – Accounts Payable Section stating the reason(s) for the change to the flight schedule. If the County Auditor's Office determines that the rationale for the change was not related to official County business, a natural disaster, or other natural occurrence, illness, or personal emergency, the employee will not be reimbursed for the charges.
- g. An original receipt for baggage fees must be submitted as supporting documentation for the reimbursement. In addition, an original passenger receipt issued by the airline company or an original itinerary issued by the airline company or travel agency must be submitted as supporting documentation for reimbursement. The original receipt or itinerary must include the name of the employee and airline, the ticket number, the class of transportation, the travel dates, the amount of the airfare, and the origin and destination of each flight. In addition, proof of payment is required if the airfare was paid by the employee.

If the original passenger receipt and itinerary are both unavailable, the supporting documentation must include a copy of the receipt or itinerary, the canceled check or credit card slip used to pay the transportation expense, or the credit card billing on which the transportation charges appear. If any of these alternative methods are used as supporting documentation, the information required from the receipt or itinerary described above must still be included in the documentation.

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11. PERSONAL VEHICLE

- a. Personal vehicle travel will be reimbursed at the County adopted rate per highway mile. Employees receiving a car allowance will not be reimbursed mileage, unless traveling outside of Hidalgo County. The County's adopted rate may be obtained by contacting the County Auditor's Office - Accounts Payable Section at (956) 318-2511. Please note that the mileage rate may differ if utilizing grant funds, questions should be addressed to the County Auditor's Office - Grants Accounting Section at (956) 318-2511.
- b. Mileage reimbursements for an employee who chooses to drive out-of-state rather than fly should not exceed the lowest round trip coach airfare available at the time travel was authorized. The employee must supply documentation to support what the airfare would have been at that time.
- c. When more than one employee is traveling to the same destination, coordination of travel is required, except as provided in Section 4.9.d. The names of all employees traveling together on the same trip and in the same vehicle must be listed on **Form T.1.5 "Out-of-County Travel Advance Request"** and **Form T.1.4 "Final Travel Expense Claim"**.
- d. The driver is responsible for providing reasonable and necessary transportation to all the passengers while on the trip. Transportation expenses for a passenger using another form of transportation while on the trip will not be reimbursed.
- e. Mileage is calculated on a point-to-point basis using MapQuest, plus reasonable incidental travel. Any out-of-way or unreasonable travel distance as determined by the County Auditor will not be reimbursed.
- f. For in-county mileage reimbursement, a daily travel log must be maintained that indicates specific destination points (including address information), purpose of travel, and any other information deemed necessary. Employees must request reimbursement on a monthly basis utilizing **Form T.1.3 "In-County Travel Automobile Expense Claim"**.
- g. Commuting expenses incurred in traveling between the employee's residence and their main place of work (County office) or for mileage/expenses incurred in any other travel of a personal nature are not reimbursable. If mileage incurred in a single day to a place outside the office exceeds normal commuting mileage (home to office and return), the difference between mileage incurred that day and

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commuting mileage is reimbursable. As guidance, please refer to the following examples:

Example 1: Debra has a meeting outside of the office. She drives directly to the meeting location, attends the meeting, and returns home. Her total round trip is 26 miles. Since her normal commute is 10 miles round trip to the office each day, Debra will only be reimbursed for 16 miles.

Example 2: Mary has a 10-mile daily round trip commute to the office. She reports to the office in the morning and leaves for a ten o'clock meeting at the Sheriff's Department. The meeting lasts until the end of the normal workday, at which time she goes home. Mary traveled a total of 40 miles that day. She will be reimbursed for 30 miles.

Example 3: Daniel has a 15-mile daily round trip commute to the office. He has an eight o'clock meeting at the Department of Budget and Management. He goes directly from home to the Department of Budget and Management, returns to the office after the meeting, and goes home at the end of the day. Daniel traveled 45 miles. Only 30 miles are reimbursable.

Example 4: Frank has a morning meeting at the Precinct 1 office. The meeting lasts all day, and Frank returns home from Precinct 1. A total of 20 miles were traveled. Frank commutes 30 miles round trip to the office each day, therefore no request for reimbursement can be made.

- h. The County does not provide insurance coverage for personal vehicles; therefore, each Department is responsible for ensuring employees traveling on County business have a current automobile insurance policy that provides adequate coverage. The name of the employee must appear on the automobile insurance card. Vehicular accidents, vehicle repairs, parking fines, towing charges, and theft of property are the responsibility of the employee, not the County.
- i. Departments should ensure that employees using a personal vehicle file a copy of their current insurance card and current driver's license with the County Auditor's Office. Mileage reimbursement will only be made if a current driver's license and current insurance card are on file with the County Auditor's Office – Accounts Payable Section and the driver had an unexpired driver's license and current insurance coverage at the time of travel.

12. COUNTY VEHICLE

- a. Employees are encouraged to use a County vehicle instead of their personal vehicle when traveling. Employees are required to have a

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current driver's license. When more than one employee is traveling to the same destination, coordination of travel is required, except as provided in Section 4.9.d. Individuals not on County business cannot be transported in a County vehicle, except for detainees and inmates. Additionally, County vehicles cannot be used when combining County business and personal leave.

- b. Original receipts are required for reimbursement.
- c. The driver is responsible for providing reasonable and necessary transportation to all the passengers while on the trip. Transportation expenses for a passenger using another form of transportation while on the trip will not be reimbursed.
- d. Vehicular accidents must be reported to the local police before leaving the scene. The Department of Budget and Management - Safety Division must also be notified at (956) 318-2644, as soon as possible.

13. VEHICLE RENTALS

- a. Vehicle rentals will be reimbursed when it is the most economical means of transportation. Reservations for vehicle rentals made under the name of Hidalgo County are required to be made through the State of Texas travel management services contract due to the insurance coverage provided (loss/damage waiver and liability insurance coverage). Questions regarding vehicle rentals may be addressed to the Purchasing Department at (956) 318-2626. Additional information regarding the current contracted vendors and contracts may be obtained by visiting: www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/vendor-comparison/
- b. Vehicle rental reservations should be made in advance to ensure the availability of the appropriate size and type of vehicle. When more than one employee is traveling to the same destination, coordination of travel is required, except as provided in Section 4.9.d. In addition, a statement as to whether the Department has an assigned County vehicle and the reasons for not utilizing the County vehicle should be noted on the purchase requisition. Rental vehicles are to be restricted to size and type as follows:
 - I. Compact, midsize, or full size car when used by one to four County employees.
 - II. Midsize sport utility or minivan when used by four or more County employees.
 - III. Rental of "luxury" are not allowed, unless the vehicle rental company honors the rate for the applicable size and type of vehicle allowed by the Travel Policy.

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- c. Rental of vehicles is acceptable for one day before the meeting or conference begins whenever same day rental is not practical. Return of the rental vehicle one day after the meeting or conference ends is acceptable if same day return is not practical.
- d. The employee must personally pay for the rental of a vehicle of a size and type not allowed by the Travel Policy. The employee will only be reimbursed the state contract rate for the allowable vehicle size and type. If an employee accepts insurance coverage for a vehicle rental in order to be covered during the trip, the entire cost of the insurance coverage will be a personal expense and not reimbursable.
- e. The name of each employee allowed to drive the rental vehicle must appear on the rental agreement to ensure proper coverage.
- f. The driver is responsible for providing reasonable and necessary transportation to all the passengers while on the trip. Transportation expenses incurred by a passenger using another form of transportation while on the trip will not be reimbursed.
- g. Employees are encouraged to re-fuel the rental vehicle prior to returning it to the vehicle rental company in order to avoid high-priced gas charges. In addition, the original gas receipt must be submitted to the County Auditor's Office - Accounts Payable Section with the completed **Form T.1.4 "Final Travel Expense Claim"**.
- h. The original vehicle rental receipt/bill and vehicle rental agreement must be submitted as supporting documentation for payment or reimbursement. The original vehicle rental receipt/bill must indicate the starting and ending dates of rental, rental rates, name of the vehicle rental company, name of the driver and any additional drivers, and itemize all other expenses incurred. The vehicle rental agreement must include the name and signature of the employee that picked up and returned the vehicle, the time and date the vehicle was picked up and returned, the location where the vehicle was picked up and returned, and the amount of miles that were traveled.
- i. Vehicular accidents must be reported to the local police before leaving the scene and the vehicle rental company. The Department of Budget and Management - Safety Division must also be notified at (956) 318-2644, as soon as possible.

14. TAXIS, BUSES, AND OTHER GROUND TRANSPORTATION

- a. Expenses for taxis, buses, and other ground transportation to and from airports will be reimbursed only when necessary. The use of a hotel shuttle service is encouraged when available.

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- b. Limousine service is not allowed.
- c. Original receipts are required for reimbursement.

15. TOLLS

- a. Tolls paid by an employee while traveling on Official County business are reimbursable.
- b. Original receipts are required for reimbursement. The receipt must itemize the date and the fare charged for each trip.

16. LODGING

- a. The County encourages the use of clean, comfortable, and safe hotels but expects that employees will be frugal in selecting a hotel.
- b. Employees are required to use the State of Texas travel management services contract for hotels in order to arrange the most favorable rate unless cost benefits may be achieved by other means. For a hotel directory listing please visit:
http://portal.cpa.state.tx.us/hotel/hotel_directory/index.cfm Questions regarding this contract may be addressed to the Purchasing Department at (956) 318-2626. Additional information may be obtained by visiting:
www.window.state.tx.us/procurement/prog/stmp/.
- c. Hotel reservations should be made in advance in order to obtain the most economical rates (government, conference, and other available discount rates, etc.).
- d. If traveling in-state, the County will pay the most economical single occupancy room rate up to a maximum of \$115 plus applicable tax per night per person. However, if the employee is staying at the host hotel where the seminar/conference/meeting is held, the County will pay the applicable single occupancy room rate, conference rate, or government rate.
- e. If traveling out-of-state, the County will pay the most economical single occupancy room rate up to a maximum of \$300 plus applicable tax per night per person. However, if the employee is staying at the host hotel where the seminar/conference/meeting is held, the County will pay the applicable single occupancy room rate, conference rate, or government rate.
- f. When employees share lodging, the County will reimburse each employee his or her share of the actual lodging expense in an amount not to exceed the maximum lodging reimbursement rate. Each

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employee must complete a **Form T.1.4 "Final Travel Expense Claim"** and note on the Form that lodging was shared.

Example 1: John and Robert are employed by the same County Department and are planning an official County business trip to Austin. The maximum lodging rate is \$115 per night plus applicable tax. The men would prefer to stay at a specific hotel that is most convenient to the location of their business meeting/conference. The room rate in this hotel is \$140 per night plus applicable tax. John and Robert decide to share a room so they can stay in the hotel of their choice. Since each employee is allowed up to \$115 per night plus applicable tax, the lodging cost is reimbursable. John and Robert may each claim \$70 per night plus applicable tax.

Example 2: Angela and Vanessa are employed by the same County Department and are planning an official County business trip to Austin. The maximum lodging rate is \$115 per night plus applicable tax. The women would prefer to stay at a specific hotel that is most convenient to the location of their business meeting/conference. The room rate in this hotel is \$250 per night plus applicable tax. Angela and Vanessa decide to share a room so they can stay in the hotel of their choice. Since each woman would be allowed up to \$115 per night plus applicable tax, the lodging cost is only reimbursable up to \$230 per night plus applicable tax. Angela and Vanessa may each claim up to \$115 per night plus applicable tax.

- g. An employee may claim less than the maximum per diem rate for meals and use the amount of the reduction to increase the maximum lodging reimbursement rate.

Example 1: Jennifer is planning to travel to Florida for a business meeting. The maximum lodging rate for out-of-state travel is \$300 per night plus applicable tax of 17% and the meal per diem rate is \$39 per day. Jennifer finds a hotel very close to where her business meeting is being held, but the hotel charges \$310 per night plus applicable tax of 17%. Jennifer decides that she would like to reduce her meal reimbursement from \$39 to \$27.30 so that she can use the \$11.70 reduction (\$10 excess per night plus applicable tax at 17% of \$1.70= \$11.70) to stay in the convenient hotel.

Example 2: Alice is planning to travel to Houston for a conference. The maximum lodging rate for in-state travel is \$115 per night plus applicable tax of 17% and the meal per diem rate is \$39 per day. Alice finds a hotel very close to where her conference is being held, but the hotel charges \$135 per night plus applicable tax of 17%. Alice decides that she would like to reduce her meal reimbursement from \$39 to \$15.60 so that she can use the \$23.40 reduction (\$20 excess per night

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plus applicable tax at 17% of \$3.40= \$23.40) to stay in the convenient hotel.

- h. Hotel reservations at a rate above the allowable rate must be paid using the employee's own personal credit card or funds (see Travel Credit Card Procedures). If a spouse and/or dependent(s) accompany the employee, the County will not reimburse the difference in hotel room rates above the single occupancy room rate.
- i. When an election to share rooms or decrease the meal per diem in order to increase the lodging rate per night is made, written notice must be provided to the Purchasing Department in order that the Travel Credit Card is utilized to make the reservation or pay for the hotel accommodations.
- j. Arrival one night prior to the day of the meeting or conference is acceptable whenever same day travel is not practical. However, same day travel is required when the location of the meeting or conference is within 100 miles from the employee's normal place of work and the meeting or conference begins at or after 10:00 AM. Same day travel is encouraged when the meeting or conference begins at or after 12:00 PM and the location of the meeting or conference is less than 300 miles away.
- k. Return one day after the meeting or conference ends is acceptable whenever same day travel is not practical. However, same day travel is required when the location of the meeting or conference is within 100 miles from the employee's normal place of work and the meeting or conference ends at or before 3:00 PM. Same day travel is encouraged when the conference or meeting ends before 12:00 PM and the location of the meeting or conference is less than 300 miles away.
- l. Extra hotel nights for personal reasons will not be reimbursed. Extra hotel nights for personal reasons will not be paid using County funds or the Department's travel credit card.
- m. An employee may not be reimbursed for a lodging expense incurred at a place that is not a commercial lodging establishment.
- n. An original lodging receipt showing payment in full must be submitted as supporting documentation for payment or reimbursement. The receipt must include the name and address of the commercial lodging establishment, the name of the employee, the single occupancy room rate, and a daily itemization of the lodging charges.

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17. MEALS

a. Meals for out-of-county travel will be reimbursed as follows:

i. Out-of-County – In-State Travel

A. Meals, including tips, will be reimbursed based on a per diem rate of \$39 per day. The per diem will be prorated for partial days (\$9-breakfast, \$12-lunch, and \$18-dinner). Trips beginning before 8:00 AM will receive \$39; trips beginning after 8:00 AM but before 1:00 PM will receive \$30; trips beginning after 1:00 PM will receive \$18. Trips completed before 8:00 AM will receive \$9; trips completed after 8:00 AM but before 6:00 PM will receive \$21; and trips completed after 6:00 PM will receive \$39. The employee is not required to keep receipts to document the cost of these meals. However, please note that receipts may be required when utilizing grant funds. Questions should be addressed to the County Auditor's Office - Grants Accounting Section at (956) 318-2511.

ii. Out-of-County – Out-of-State Travel

Meals will be reimbursed based on one of the following methods:

A. On a per diem basis as provided above for in-state travel.

B. Actual cost of meals including taxes and tips/gratuities (up to 15% of the cost of the meal) with original itemized receipts up to a maximum of \$64 per day. The \$64 maximum amount will be prorated for partial days (\$14-breakfast, \$20-lunch and \$30-dinner). Trips beginning before 8:00 AM may receive up to the maximum amount of \$64; trips beginning after 8:00 AM but before 1:00 PM may receive up to a maximum amount of \$50; trips beginning after 1:00 PM may receive up to a maximum of \$30. Trips completed before 8:00 AM may receive up to a maximum of \$14; trips completed after 8:00 AM but before 6:00 PM may receive up to a maximum of \$34; and trips completed after 6:00 PM may receive up to a maximum of \$64. The employee is required to keep original itemized receipts to document the cost of these meals. If the employee fails to submit the required receipts for any one day, the meal reimbursement will be based on a per diem basis as provided above for in-state travel.

b. Meals that are an integral part of the seminar or conference and are listed separately on the registration materials may be allowed at a rate

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higher than the applicable per diem rate. However, the daily per diem rate will be reduced by the applicable meal per diem rate. Supporting documentation such as the registration receipt or printed material showing which meal(s) is covered is required.

- c. Meals for in-county travel and travel not requiring an overnight stay will not be reimbursed, except as provided in subsection (d.) below.
- d. Actual meal expenses incurred by law enforcement personnel while transporting detainees/conducting extraditions that did not require an overnight stay will be taxed by the County Treasurer's Office. The non-overnight meal payment is deemed to be a taxable fringe benefit by the Internal Revenue Service. As a taxable fringe benefit, the payment is required to be included in the employee's wages for federal income and employment tax purposes. **Form T.1.6 "Non-overnight Meal Expense Incurred by Law Enforcement Personnel While Transporting Detainees/Conducting Extraditions"** must be completed and submitted to the County Treasurer's Office.
- e. Meal costs charged separately that do not require an overnight stay and are part of a registration fee will be reimbursed for in-county travel.
- f. Advances for meals will only be provided when traveling out-of-county for two days or longer.

18. NON-REIMBURSABLE EXPENSES:

- a. Alcoholic beverages
- b. Valet parking (if self-parking is available)
- c. Tips and gratuities in excess of 15% of the actual meal cost for out-of-state travel
- d. Personal phone calls - all phone calls are deemed personal calls unless proof is submitted that the call was for County business
- e. Personal items, such as prescriptions, cosmetics, movies, golf, health club, spas, haircuts, shoe shines, newspapers, laundry/dry cleaning charges, etc.
- f. Loss of funds or personal belongings
- g. Lodging costs for extra day(s) on the trip for personal reasons
- h. Luxury vehicle rentals (see exception in Section 13)
- i. Additional charges for accommodations, meals, travel, etc., for individuals not on County business who accompany the traveler on an authorized County business trip
- j. Fines, court costs, and related expenses
- k. Meals for non-overnight travel (see exception 17.d and 17.e)
- l. Baggage fees in excess of the second checked bag (see exception Section 10.e.)
- m. Baggage excess weight fees.

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- n. Insurance purchased for rental vehicles (see section 13.a)
- o. Interest, over the limit, or late charges incurred on a personal credit card
- p. Expenses deemed unreasonable, excessive, unsupported or unexplained

19. TRAVEL ADVANCES:

- a. Employees are encouraged to personally pay for travel expenses and request reimbursement from the County after returning from the trip. Employees may request a travel advance if the seminar/conference/meeting is scheduled to last for 2 or more days by completing **Form T.1.5 "Out-of-County Travel Advance Request"**.
- b. Travel advances are issued to the requesting employee and may not be used by any other employee. Likewise, travel advances are issued for a specific trip and may not be used for a trip different than the one listed on the original request.
- c. Travel advances are the sole responsibility of the requesting employee and such funds should be safeguarded from loss or misuse. Advances will be recorded as a receivable from the employee until the employee settles the advance through the submission of a properly completed **Form T.1.4 "Final Travel Expense Claim"**.
- d. Travel advance requests must be submitted to the County Auditor's Office - Accounts Payable Section with sufficient time for the check to be processed (at least two weeks prior to the date the check will be needed). If the request is not received within the time specified, the employee will have to personally pay for the travel expenses.
- e. Registration fees, lodging, and airfare will not be advanced to the employee. Employees are expected to make arrangements to prepay these travel expenses, whenever possible, by using the Department's travel credit card or by requesting a check be issued to the vendor.
- f. Mileage may be advanced to employees traveling in their personal vehicle. Mileage will be calculated on a point-to-point basis using MapQuest and the current County adopted rate per highway mile. Incidental mileage will not be advanced.
- g. Incidental expenses (e.g., taxi fare, shuttle fare, fuel charges for rental vehicles, airport and/or hotel parking) may be advanced based on justification.
- h. In the event the trip is cancelled, travel advances must be returned to the County Treasurer's Office no later than 20 calendar days after the day of the seminar/conference/meeting.

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- i. Employees are required to account for their travel advance on **Form T.1.4 "Final Travel Expense Claim"**. A properly completed Form T.1.4 along with original itemized receipts (except meal receipts) must be submitted to the County Auditor's Office – Accounts Payable Section within 20 calendar days after the employee returns from the trip. Subsequent travel advances will not be processed for an employee who has not settled a previous travel advance.
- j. If an employee fails to account for a travel advance by submitting **Form T.1.4 "Final Travel Expense Claim"** within 60 days from the date the employee returned from the trip, the County Treasurer will deduct the travel advance from the employee's next paycheck. After the advance has been deducted from the employee's paycheck, the employee will not be able to request reimbursement from the County. Unsettled travel advances for terminated employees will be deducted from their final paycheck.
- k. It is the responsibility of each Department to maintain a register of advances and reimbursements to ensure control over the advances and/or expenditures of all travel funds.
- l. Prior to issuing a final paycheck to a terminated employee, the Department must ensure that all travel advances have been accounted for or repaid to the County. Any outstanding amount due the County will be deducted from the employee's final paycheck. If the employee is no longer an Elected Official or employee, the traveler shall deliver a personal check to be deposited in the appropriate fund by the Department. A matter of dispute or non-reimbursement may be referred to the District Attorney's Office for any necessary action or may be reported to the IRS as taxable income.

20. TRAVEL CANCELLATIONS

- a. If it becomes necessary to cancel a trip, the employee is required to make all necessary cancellations, notify the Purchasing Department if the Department's travel credit card was used for reservations, and/or notify the County Auditor's Office – Accounts Payable Section if payments were made in advance (registration, lodging, airfare, and vehicle rental, etc.).
- b. An employee may be reimbursed for travel expenses or cancellation charges incurred as a result of attempting to conduct official County business if:
 - i. The employee is unable to conduct the official County business because of other official County business that had to be conducted by the employee. The employee is unable to conduct the official

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County business because of a natural disaster or other natural occurrence and the expense would be payable or reimbursable had the official County business been conducted; or

- ii. The employee is unable to conduct the official County business or returns before the official County business is completed because of an illness or a personal emergency.
- c. The supporting documentation for a travel expense or cancellation charge incurred under these circumstances must include a description of the official County business, natural disaster or other natural occurrence, or the Department's determination that an illness or a personal emergency occurred that made the employee unable to conduct official County business. In addition, any checks in the possession of the employee for payment of travel expenses (registration, hotel, etc.) must be returned and be accompanied by a written request to void the checks.
- d. Travel expenses incurred by the County resulting from the failure of an employee to cancel reservations for reasons other than those listed above will be deducted from the employee's payroll check within 60 days of the seminar/conference/ meeting date.

21. TRAVEL REIMBURSEMENTS

- a. The reimbursement rate for certain travel expenses may vary from the County's rate if grant funds are being used. Before expenses are incurred, questions should be addressed to the County Auditor's Office - Grants Accounting Section at (956) 318-2511.
- b. Travel expenses incurred by an employee while conducting official County business will be reimbursed in accordance with the Travel Policy upon submission of a properly completed **Form T.1.4 "Final Travel Expense Claim"**.
- c. Only actual travel expenses incurred by the employee will be reimbursed. An employee who receives free transportation or lodging in exchange for mileage points or other non-monetary credits belonging to the employee is not considered to have incurred an expense.
- d. An employee may not accept a reimbursement or advance for a travel expense from more than one source. An employee who anticipates receiving or actually receives a travel expense reimbursement or advance from a source other than the County may only seek a reimbursement or advance from the County if the employee incurred or anticipates to incur travel expenses in excess of the amount reimbursed or advanced by the other source. If the employee receives reimbursement for the same travel expense from the County and

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another source, the employee must return the County's reimbursement to the County Treasurer's Office no later than 20 days after receipt of the subsequent reimbursement.

- e. If an original receipt is lost, an employee may submit a purchase affidavit to claim a reimbursement.

22. SANCTIONS

- a. An employee who violates the Travel Policy and misuses County property or funds may be subject to disciplinary action, including termination, payroll deduction or reimbursement of any unauthorized travel expenses, and/or criminal charges.

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PROCEDURES

A. Department

1. Ensure employee has read and understands the County's Travel Policy as it relates to minimizing travel costs and documenting travel expenses with original receipts.
2. If grant funds are being utilized, verify reimbursement rates and travel guidelines with the County Auditor's Office – Grants Accounting Section at (956) 318-2511.
3. Departments that report to the Executive Officer must obtain approval from the Executive Officer by submitting **Form T.1.1 "Application for Official Travel"** before making any reservations and/or traveling.
4. Submit requisition to the Purchasing Department for registration, lodging, airfare, vehicle rental, meals and incidental expenses, if any. Requisition for meals and incidentals should be made under the employee's name. Ensure travel expenses are in accordance with the Travel Policy and requisition includes the following:
 - a. Registration: seminar/conference/meeting name, date(s), location (city and state), name of employee(s), notation as to mode of transportation (County vehicle, rental vehicle, or use of personal vehicle).
 - b. Lodging: seminar/conference/meeting name, date(s), location (city and state), name of employee(s), type of room, daily hotel rate, and number of nights. In addition, written notice must be provided to the Purchasing Department if election was made to share rooms or decrease the meal per diem in order to increase the lodging rate per night.
 - c. Airfare: seminar/conference/meeting name, date(s), location (city and state), name of employee(s).
 - d. Vehicle Rental: purpose of rental (i.e. attend seminar/conference/meeting/election), seminar/conference/meeting/election name, date(s), location (city and state), name of driver and any additional drivers, type and size of rental vehicle, daily rental rate, location where rental will be picked up and returned (address, city, and state). If Department has a County vehicle, include a statement providing proper justification as to why the County vehicle will not be used.

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- e. Meals and incidental expenses: name of employee, seminar/ conference/ meeting name, dates(s), location (city and state), meals and incidental expenses by type listed separately.
5. If utilizing the Department's travel credit card, request the Purchasing Department to book seminar registration, hotel accommodations, airfare, and car rental. For Departments that report directly to the Executive Officer, submit a copy of the approved **Form T.1.1 "Application for Official Travel"** to the Purchasing Department when requesting use of the Department's travel credit card.
 6. Department's that have been authorized by Commissioners Court to have custody of a travel credit card may book their own seminar registration, hotel accommodations, airfare, and car rental. If the Department reports directly to the Executive Officer, approval for travel must be obtained from the Executive Officer prior to booking any travel by obtaining an approved **Form T.1.1 "Application for Official Travel"**.
 7. If requesting direct payment for registration, and hotel accommodations, submit **Form T.1.2 "Registration, Hotel, Car Rental, & Airfare Check Request"** to the County Auditor's Office - Accounts Payable Section. In addition, for Departments that report directly to the Executive Officer, must submit a copy of the approved **Form T.1.1 "Application for Official Travel"** to the County Auditor's Office - Accounts Payable Section.
 8. If requesting a travel advance, ensure employee has submitted any pending **Form T.1.4 "Final Travel Expense Claim"** to the County Auditor's Accounts Payable Section. Then, submit requisition to the Purchasing Department for the travel advance in the name of the traveler and **Form T.1.5 "Out-Of-County Travel Advance Request"** to the County Auditor's Office - Accounts Payable Section. If you are a County Department reporting directly to the Executive Officer, submit the approved **Form T.1.1 "Application for Official Travel"** to the Purchasing Department and the County Auditor's Office when requesting requisition and check for a travel advance.
 9. Ensure that within 20 calendar days after completion of travel, traveler completes **Form T.1.4 "Final Travel Expense Claim"** and returns any remaining travel advance funds to the County Treasurer's Office. **Form T.1.4**, along with a copy of the County Treasurer's receipt (if any), must be submitted to the County Auditor's Office - Accounts Payable Section only after it has been properly completed, supported, and signed. Reimbursement to the traveler, if any, will be delayed or denied until the original supporting documentation for expenditures made is received.

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Supporting documentation includes the following:

- Original itemized hotel receipt indicating a zero balance owed
- Original airline ticket receipt or travel agency itinerary
- Original baggage fees receipt
- Original car rental receipt and car rental agreement
- Original toll receipts
- Seminar/conference/ agenda
- Original receipt and/or confirmation for seminar, conference, etc.
- Seminar certificate of completion, if available
- Original taxi receipt
- Original parking receipt
- Printouts of MapQuest
- If coordination of travel is required, submit written justification for need to travel separately

Original receipts must be affixed to a sheet of paper in date order and attached to **Form T.1.4 "Final Travel Expense Claim"**.

10. Submit, if applicable, the approved **Form T.1.1 "Application for Official Travel"** to the County Auditor's Office when requesting payment or reimbursement of travel expenses.
11. Forward copy of receipt issued for remaining travel funds and **Form T.1.4 "Final Travel Expense Claim"** to the County Auditor's Office – Accounts Payable Section.
12. Request reimbursement from hotel for any excess amount paid related to lodging rate and/or taxes, if applicable. Reimbursement should be made payable to the Hidalgo County Treasurer.
13. Submit, if applicable, copy of the County Treasurer's receipt for reimbursements received from hotels for any excess amounts paid to the County Auditor's Office – Accounts Payable Section.
14. Submit, if necessary, **Form T.1.3 "In-County Travel Automobile Expense Claim"**, including specific address points on a monthly basis by the 10th workday following the end of the month in which the expense was incurred.
15. If it becomes necessary to cancel a trip, the traveler is required to make all necessary cancellations, notify the Purchasing Department if department's travel credit card was used for reservations, and/or the County Auditor's Office – Accounts Payable Section if payments were made in advance (seminar registration, hotel accommodations, airfare, and car rental, etc.).

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If a trip was cancelled, any checks for payment of advanced travel expenses (registration, hotel, advances, etc.) must be submitted to the County Auditor's Office - Accounts Payable Section. The check must be accompanied by a written request from the County Official to void the checks.

In addition, if a trip was cancelled, **Form T.1.4 "Final Travel Expense Claim"** must be completed and submitted to the County Auditor's Office - Accounts Payable Section along with supporting documentation for any travel expenses or cancellation charges incurred. In addition to the items listed on Section A.8 above, supporting documentation should include the following:

- Description of the official County business
- Reason for cancellation that made the employee unable to conduct official County business (natural disaster, natural occurrence, illness, or a personal emergency). Cancellations for reasons other than those listed above will be at the expense of the traveler and be deducted from the employee's payroll check within 60 days of the seminar/conference/meeting date.

Failure to cancel reservations or cancellations for reasons other than those listed above will be at the expense of the traveler and be deducted from the employee's payroll check within 60 days of the seminar/conference/meeting date.

16. Submit, if applicable, **Form T.1.6 "Non-overnight Meal Expense Incurred by Law Enforcement Personnel While Transporting Detainees/Conducting Extraditions"** to the County Treasurer's Office in order that the actual meal expenses incurred for non-overnight travel made by law enforcement while transporting detainees/inmates be included in the employee's wages for Federal income and employment tax purposes.

B. Purchasing Department

1. Review requisition submitted by Department for registration, lodging, airfare, or vehicle rental. Ensure requisition includes the information listed in Section A.4 above and that request is in compliance with the Travel Policy. If request is submitted by a Department that reports directly to the Executive Officer, obtain a copy of the approved **Form T.1.1 "Application for Official Travel"**. In addition, written notice must be provided to the Purchasing Department if election was made to share rooms or decrease the meal per diem in order to increase the lodging rate per night.

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2. If request is in compliance with Travel Policy, issue purchase order for registration, lodging, airfare, or car rental.
3. Upon Department request, make reservations for lodging, airfare, or vehicle rental using the Department's travel credit card ensuring reservations comply with the Travel Policy.
4. Upon notice by Department of a trip cancellation, cancel reservations made using the Department's travel credit card.
5. If airfare was reserved using the Department's travel credit card, maintain a schedule of refundable airfare credits received as a result of cancellations. The schedule should include the Department name, employee name, cancellation date, and re-schedule/use date.

C. Executive Officer

1. Review **Form T.1.1 "Application for Official Travel"** submitted by Departments that report to the Executive Officer and approve request for official travel if need for travel is properly justified.

D. County Auditor

1. Obtain the approved **Form T.1.1 "Application for Official Travel"** from Departments that report to the Executive Officer prior to processing a check for registration, lodging, airfare, travel advance, or reimbursable travel expenses.
2. Audit and process **Form T.1.2 "Registration, Lodging, Vehicle Rental, & Airfare Check Request"** ensuring compliance with the Travel Policy.
3. Audit and process **Form T.1.5 "Out-of-County Travel Advance Request"** ensuring compliance with the Travel Policy.
4. Audit and process **Form T.1.4 "Final Travel Expense Claim"** ensuring compliance with the Travel Policy.
5. Liquidate the purchase order issued for the travel advance from the out-of-county travel account and prepare a journal entry to record the out-of-county travel expense and remove the receivable owed from the employee when the employee settles the advance through submission of **Form T.1.4 "Final Travel Expense Claim"**.
6. Send notice to Departments when checks have been issued directly to the vendor or employee and a **Form T.1.-4 "Final Travel Expense Claim"** has not been submitted.

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7. Notify the County Treasurer of any employees for which the County has made travel payments and who have not submitted **Form T.1.4 "Final Travel Expense Claim"** within the specified time.
8. Audit and process **Form T.1.3 "In-County Travel Automobile Expense Claim"** ensuring compliance with the Travel Policy.

E. COUNTY TREASURER

1. Receive, if applicable, **Form T.1.6 "Non-overnight Meal Expense Incurred by Law Enforcement Personnel While Transporting Detainees/Conducting Extraditions"**. Include the meal per diem for non-overnight travel made by law enforcement personnel while transporting detainees/inmates in the employee's wages for federal income and employment tax purposes.
2. Submit bi-weekly report to the County Auditor's Office – Accounts Payable Section listing employees who received a taxable meal per diem wage and whose wages were taxed.
3. Mail out travel checks unless the Department has requested otherwise.
4. Notify the Departments when the travel advance or travel expense reimbursement checks have been processed and are ready for pickup.
5. Verify identification and obtain signature of employee picking up the check before releasing the check.
6. Verify that remaining travel funds being returned to the County by the employee are accompanied by a copy of a properly completed **Form T.1.4 "Final Travel Expense Claim"**.
7. Receive and issue official County receipt for reimbursements received from hotel for any excess amount paid related to lodging rate and/or taxes.
8. Deduct from the employee's paycheck any travel payments made to a vendor or the employee if **Form T.1.4 "Final Travel Expense Claim"** is not submitted within the specified time.
9. Provide notice to the County Auditor's Office – Accounts Payable Section that deduction was made for item number 8 above.
10. Contact and verify with the County Auditor's Office – Accounts Payable Section that travel advances made to a terminated employee have been settled. If a travel advance has not been settled, deduct the outstanding amount from the employee's final paycheck.

AI-23867

20.B.

TCDRS Plan Provisions

CC REGULAR

Date: 11/09/2010
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

Discussion, consideration, and authorization to maintain TCDRS plan provisions for Plan year 2011.

BACKGROUND

Fiscal Impact

Attachments

Link: Authorization

Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
1		Budget & Management	Sylvia Solis	11/05/2010 12:01 PM	APRV
2		Olga Garza	Olga Garza	11/05/2010 12:59 PM	APRV
3		Auditor's Office	Linda Fong	11/05/2010 03:06 PM	APRV
4		Purchasing Department	Marty Salazar	11/05/2010 03:09 PM	APRV

Form Started By: Sergio Cruz
Started On: 11/05/2010 10:36 AM

Final Approval Date: 11/05/2010

Hidalgo County, #207
Authorization to maintain TCDRS plan provisions
Plan year 2011

With respect to the participation of Hidalgo County in the Texas County & District Retirement System (TCDRS) for the 2011 plan year, the following order was adopted:

1. Hidalgo County makes no change in the plan provisions for non-retirees.
- * 2. With respect to benefit payments being paid to retirees or their beneficiaries, Hidalgo County (**check one box**):
 - ☒ does not adopt a cost-of-living adjustment (COLA).
 - ☐ adopts a ____% CPI-based COLA.
 - ☐ adopts a ____% flat-rate COLA.
- * 3. The required employer contribution rate for Plan Year 2011 will be the following:

(a) Required rate without COLA:	9.60%
(b) COLA rate:	+ <u>0 . 0%</u> (enter 0 if not adopting a COLA)
(c) Total required rate (a + b):	= <u><u>9 . 60%</u></u>
- * 4. Employers may elect to pay a rate greater than the **total required rate** listed above. Hidalgo County adopts for Plan Year 2011 (**check one box**):
 - ☒ the **total required rate** listed above.
 - ☐ add a new elected rate of _____%.
5. In the event the 2011 total required rate as set out above exceeds 11%, and if a current waiver of that limit is not on file with TCDRS, the Commissioners Court of Hidalgo County hereby waives the 11% limit on the rate of employer contributions and such waiver will remain effective with respect to future plan years until properly revoked by official action.

Certification

I certify that the foregoing authorization concerning the participation of Hidalgo County in TCDRS for Plan Year 2011 truly and accurately reflects the official action taken during a properly posted and noticed meeting on November 9, 2010, by the Commissioners Court of Hidalgo County as such action is recorded in the official minutes.

County Judge of Hidalgo County

Dated: _____

** Please fill in the required information for items 2, 3 and 4 before signing and sending this document to TCDRS.*

AI-23871

20.C.1.

**2010 BA and Interdepartmental transfer for Tax Notes 2007 (1302) -
Constable Pct 1
CC REGULAR**

Date: 11/09/2010

Submitted By: Dale Kennan, BUDGET & MANAGEMENT

Submitted For: Tax Notes 2007 (1302)

Department: BUDGET & MANAGEMENT

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

Information

CAPTION

Tax Notes 2007 (1302):

a. Approval of 2010 appropriation of funds from Tax Notes 2007 fund balance in the amount of \$37,039.47 to fund a portion of the purchase price for needed vehicles for Constable Precinct 1.

b. Approval of 2010 interdepartmental transfer within the Tax Notes 2007, from the Common Integrated Justice Systems (CIJS) (program 009) in the amount of \$88,223.90, into Constable Precinct 1 (program 003) to fund a portion of the purchase price for needed vehicles for Constable Precinct 1.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 0-1302-421-00-291-003-0-741

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

BUDGETARY IMPACT:

A. Appropriation in the amount of 37,039.97 from fund balance. Funding available for appropriation as of 11/5/10.

B. Transfer from 0-1302-412-00-200-009-0-667 and 0-1302-412-00-200-009-0-747 in the amounts of \$5,963.00 and \$82,260.90 (respectively) to 0-1302-421-00-291-003-0-741 in the total amount of \$88,223.90. Funding available for transfer as of 11/5/10.

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

Link: TRANSFER AND APPROPRIATION

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	11/05/2010 02:22 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	11/05/2010 03:06 PM	APRV
3	Auditor's Office	Linda Fong	11/05/2010 03:15 PM	APRV
4	Dina Trevino	Sylvia Solis	11/05/2010 03:28 PM	APRV
5	Rosalinda Cantu	Rosie Cantu	11/05/2010 03:44 PM	APRV
6	Purchasing Department	Marty Salazar	11/05/2010 04:07 PM	APRV

Form Started By: Dale Kennan
Started On: 11/05/2010 01:20 PM

Final Approval Date: 11/05/2010

DATE: November 5, 2010

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Dept. of Budget & Mgmt. for Tax Notes 2007
(1302) - Constable Precinct 1

ACCOUNT NUMBER: 0-1302-421-00-291-003-0-741

Contact: Dale Kennan **Ph#** (956) 292-7025 Ext. 5406

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
0-1302-421-00-291-003-0-741	CONST PCT.1-VEHICLES	37,039.97
TOTAL BUDGET INCREASE (DECREASE)		\$ 37,039.97

REASON: To appropriate funding in the amount of \$37,039.97 into CONST PCT.1-VEHICLES to cover a portion of the purchase price for new vehicles for Precinct 1 Constable's Office.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE _____

ATTEST COUNTY CLERK

DATE: November 5, 2010

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Dept. of Budget & Mgmt. for Tax Notes 2007
(1302) - Constable Precinct 1

ACCOUNT NUMBER: 0-1302-421-00-291-003-0-741

Contact: Dale Kennan **Ph#:** 292-7025 Ext. 5406

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

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
0-1302-412-00-200-009-0-667	CIJS-MINOR SOFTWARE	(5,963.00)
0-1302-412-00-200-009-0-747	CIJS-SOFTWARE	(82,260.90)
0-1302-421-00-291-003-0-741	CONST PCT.1-VEHICLES	\$88,223.90
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

To transfer funding in the amount of \$88,223.90 into CONST PCT.1-VEHICLES to cover a portion of the purchase price for new vehicles for Precinct 1 Constable's Office.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE _____

ATTEST COUNTY CLERK

AI-23795

20.C.2.

**District Clerk County Record Management - Budget Amendment
CC REGULAR**

Date: 11/09/2010

Submitted By: Sylvia Solis, BUDGET & MANAGEMENT

Submitted For: Stephanie Palacios

Department: BUDGET & MANAGEMENT

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

Information

CAPTION

District Clerk (1238):

Approval of 2010 appropriation of funds for the County Records Management & Preservation Fund (1238) in the amount of \$50,000.00 to fund records storage and retrieval services.

BACKGROUND

To fund November and December 2010.

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: 0-1238-412-00-090-003-0-350

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Appropriation of funds in the amount of \$50,000.00 for contractual services to CTC Distribution Ltd for the months of Nov. thru Dec.

Funds available in unreserved fund balance as of 11/04/10.

Attachments

Link: [Budget Appropriation](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	11/03/2010 03:18 PM	APRV
2	Ivan Cantu	Ivan Cantu	11/04/2010 01:05 PM	APRV
3	Auditor's Office	Angela Garcia	11/05/2010 04:11 PM	APRV

Form Started By: Sylvia Solis Started On: 11/03/2010 02:50 PM

Final Approval Date: 11/05/2010

DATE: November 9, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

2010

Appropriation



DEPARTMENT NAME: Dept. of Budget & Mgmt for DC County Record Mgmt

ACCOUNT NUMBER: 0-1238-412-00-090-003-0-350

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
0-1238-412-00-090-003-0-350	DC COUNTY REC MGMT - OTHER SERVICES	50,000.00
TOTAL BUDGET INCREASE (DECREASE)		50,000.00

REASON:

To appropriate funds for CTC Distributing LTD for records storage and retrieval services to cover the months of November and December 2010.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE _____

ATTEST COUNTY CLERK

AI-23856

20.C.3.

Pct. #3 Appropriation/Certification of Revenues
CC REGULAR

Date: 11/09/2010

Submitted By: Perla Lopez, BUDGET & MANAGEMENT

Submitted For: Norma Ceballos

Department: BUDGET &
MANAGEMENT

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

Information

CAPTION

Pct. #3 R&B (1200):

a. Approval of Certification of Revenues as certified by the County Auditor for revenues received by Mr. Antonio Mercado, All Seasons Trade Center, and Mr. Rick Martin, DBA Martin Home Builders, Inc. for road construction of Silver Spur.

b. Approval of 2010 appropriation of funds into Precinct No. 3 Silver Spur (S Exp 83 to Bus 83 N) in the total amount of \$92,828.40 to fund expenditures for road construction of Silver Spur.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: 0-1200-431-00-123-089-0-731

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Appropriation of funds in the total amount of \$92,828.40 into Pct #3 Silver Spur (S Exp 83 to Bus 83 N).

Revenue Account: 0-1200-364-00-123-000-0-000

Attachments

Link: [Certification of Revenues](#)

Link: [appropriation](#)

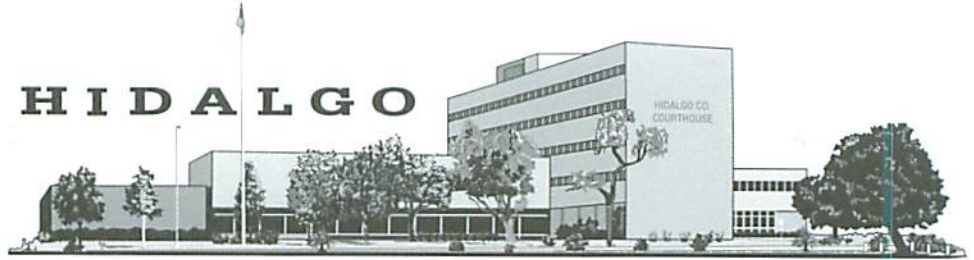
Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Perla Lopez	Perla Lopez	11/05/2010 09:33 AM	APRV
2	Budget & Management	Angela Garcia	11/05/2010 10:29 AM	APRV
3	Olga Garza	Olga Garza	11/05/2010 12:55 PM	APRV
4	Auditor's Office		11/05/2010 04:11 PM	NEW

Form Started By: Perla Lopez

Started On: 11/05/2010 07:40 AM

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

November 2, 2010

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of a contribution from Mr. Antonio Mercado, All Seasons Trade Center, and Mr. Rick Martin, Home Builders, Inc for a total of \$92,828.40. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
\$34,551.10	Precinct 3 Silver Spur
\$58,277.30	Precinct 3 Silver Spur

CERTIFIED BY:


Raymundo Eufracio, CPA
Hidalgo County Auditor

11/2/10
Date

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 52 ND D.C.	RODOLFO DELGADO JUDGE, 93 RD D.C.	J. R. "BOBBY" FLORES JUDGE, 139 TH D.C.	ROSE GUERRA REYNA JUDGE, 206 TH D.C.	JUAN R. PARTIDA JUDGE, 275 TH D.C.	MARIO E. RAMIREZ, JR. JUDGE, 332 ND D.C.	NOE GONZALEZ JUDGE, 370 TH D.C. OVERSEER	LETICIA LOPEZ JUDGE, 389 TH D.C.	AIDA SALINAS FLORES JUDGE, 398 TH D.C.	ISRAEL RAMON, JR. JUDGE, 430 TH D.C.	JESSE CONTRERAS JUDGE, 449 TH D.C.
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Linda Fong

From: Perla Lopez [perla.lopez@co.hidalgo.tx.us]
Sent: Monday, November 01, 2010 1:25 PM
To: linda.fong@auditor.co.hidalgo.tx.us
Cc: 'Sergio Cruz'; 'Norma Ceballos'
Subject: Request: Certification of Revenues
Attachments: Receipt.pdf

Ms. Fong,

Good afternoon. I will be creating an agenda item (11/9/10 CC) for an appropriation of funds that were donated by Mr. Antonio Mercado, All Seasons Trade Center, and Mr. Rick Martin, DBA Martin Home Builders, Inc. for a total of \$92,828.40. The fund were approved by CC on 10/26/10. I would kindly like to request a Certification of Revenues for this amount. The revenue account is 0-1200-364-00-123-000-0-000 (Receipt No. 141687). Please contact me should you have any questions or concerns. Have a great afternoon.

Thank You,

Perla A. Lopez

Planning Analyst I

Hidalgo County – Budget & Management

Strategic Planning Division

2818 S. Business Hwy. 281

Edinburg, TX 78539

Phone (956) 292-7025 ext. 5419

Fax (956) 292-7035

perla.lopez@co.hidalgo.tx.us



Please refrain from printing this email unless completely necessary. Go Green!

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 141687

Received From: PCT 3 ALL SEASON TRADE / RAM INVESTMNTS

Date 10/25/10

1	2351	PCT 3 SILVER SPUR CONTRIBUTION	0-1200-364-00-123-000-0-000	34,551.10
2	7503	PCT 3 SILVER SPUR CONTRIBUTION	0-1200-364-00-123-000-0-000	58,277.30

Total: 92,828.40

Check Total	92,828.40
Cash Total	.00
Credit Total	.00
Other Total	.00

DATE: November 9, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management
for Precinct #3 R&B (1200)

ACCOUNT NUMBER: 0-1200-431-00-123-093-0-731

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

Contact: Perla Lopez
Ph#: 292-7025 Ext. 5419

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBERS	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
0-1200-431-00-123-093-0-731	Pct. 3 - Silver Spur (S Exp 83 to Bus 83 N) - Roads	\$ 92,828.40
0-1200-364-00-123-000-0-000	Pct. #3 Silver Spur Contribution	92,828.40
TOTAL BUDGET INCREASE (DECREASE)		92,828.40

REASON:
Appropriation of revenues received by Mr. Antonio Mercado, All Seasons Trade Center, and Mr. Rick Martin, DBM Home Builders, Inc. for the road construction of Silver Spur.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK



AI-23790

21.A.4.

Assignment of Evaluation committee for Workers Compensation Loss and Funding Projections Actuarial Study
CC REGULAR

Date: 11/09/2010
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 proposals received for "Worker's Compensation Loss and Funding Projections Actuarial Study for Hidalgo County", as referenced in procurement packet.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-2202-419-50-115-065-0-311
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available balance of \$14,500.00 as of 11/5/10.

Attachments

Link: [Participation-Acceptance Log](#)

Link: [Evaluation Criteria](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/04/2010 08:35 AM	APRV
2	Budget & Management	Sylvia Solis	11/04/2010 08:42 AM	APRV
3	Olga Garza	Olga Garza	11/05/2010 12:32 PM	APRV
4	Auditor's Office		11/05/2010 04:11 PM	NEW

Form Started By: Gricelda Villarreal Started On: 11/03/2010 02:16 PM
Final Approval Date: 11/05/2010

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

IBF-RFP-RFQ-RFI

RFQ ACCEPTANCE DATE: **November 3, 2010**

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

DEPARTMENT/QUALIFICATION DESCRIPTION: **"Worker's Compensation Loss and Funding Projections Actuarial Study"**

RFQ NO: **2010-261-11-03CGV**

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
Steven Kahn	Email	Steven.kahn@aon.com cgv	10-20-10	1901 Main St. Ste 300 Irvine, CA 92614
Deborah Cosentino Bickmore Risk Services	email	dcosentino@bickmoreriskservices.com cgv	10-20-10	1750 Creekside Oaks drive, Ste 200 Sacramento Ca 95853
Sandy Braash Pinnacle Actuarial Resources, Inc.	email	sbraasch@pinnacleactuarialresources.com cgv	10-20-10	2817 Reed Road, Ste 2 Bloomington, IL 61704
Melanie Morin Barlett Actuarial Group, LTD	email	Melaniem@barlettactuarialgroup.com Cgv	10-20-10	4700 E Thomas Road, Ste 106 Phoenix, AZ 85018
Dough Ryan MBA Actuaries, Inc.	Email	Doug.ryan@mbaactuarialresources.com Cgv	10-20-10	1400 Old Mill Circle, Ste. A Winston-Salem, NC 27103
John Gleba, Madison Consulting Group, Inc.	Email	John@madisoninc.com Cgv	10-20-10	200 North Second Street Madison, GA 30650
Jim Stergio SG Risk LLC	Email	thesterg@aol.com Cgv	10-21-10	1050 Wall Street West, Ste 610 Lyndhurst, NJ 07071
Fortune Ingco AMI Risk Consultants, Inc.	email	Fortunei.ami@gmail.com cgv	10-21-10	11410 N. Kendall Drive, Ste.208 Miami, FL 33176
Allan I. Schwartz AIS Risk Consultants	email	Actuary999@aol.com cgv	10-21-10	4400 Route 9 South Ste 1200 Freehold, New Jersey 07728
Bob Ingco	email	Aingco.ami@gmail.com cgv	10-21-10	

***VIA:**

IN PERSON (IP)

TELEPHONE REQUEST (TR)

PROPOSER LIST MAIL OUT (PLM)

IBF-RFP-RFQ-RFIRFP/Q ACCEPTANCE TIME: **9:30 A.M.**

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

[illegible]

**HIDALGO COUNTY PURCHASING DEPARTMENT
QUALIFICATION ACCEPTANCE SHEET**

DEPARTMENT NAME: **HIDALGO COUNTY**

SOQ's Acceptance Date: **November 3, 2010**

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

DESCRIPTION OF QUALIFICATIONS: **"Worker's Compensation Loss and Funding Projections Actuarial Study"**

QUALIFICATIONS NO: **2010-261-11-03CGV**

RFP #	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF RFQ RESPONSE
#01	Robert Hughes Assoc. Inc.	√√
#02	SG Risk	√√
#03	BYNAC (By the Numbers Actuarial Co.)	√√
#04	Madison Consulting	√√
#05	Pinnacle Actuarial Resources INI	√√
#06	Glicksman Consulting	√√
#07	AMI Risk Consultans, Inc.	√√
#08		
#09		
#10		

EXHIBIT B

SELECTION CRITERIA

Hidalgo County “RFP-WORKERS’ COMPENSATION LOSS AND FUNDING PROJECTIONS STUDY”

RFQ NO: 2010-261-11-03CGV

EVALUATION CRITERIA
REQUEST FOR PROPOSALS

Evaluation Criteria

The Statements of Qualifications will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. Firm(s) Qualifications and Staffing of Project Team (10)

The firm(s) should provide the resume of each of the firms' professionals. All attorneys should be licensed to practice in the State of Texas. Any specializations or board certifications should also be detailed in each résumé. Copies of current valid licenses, certifications and registrations should be included in this section and other pertinent information that demonstrates their qualifications to perform the services required.

2. Understanding of Project/Similar Services (40)

The firms should provide as much background information as to its' experience in providing similar services to City, County, School or any other governmental agencies. Résumés 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.

3. Experience of Project Team/Ability to Commit Resources (40)

The provider shall designate experienced staff to completely and efficiently perform the services. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. The firm must state the approach and/or (methodology) in achieving and rendering all services detailed and required and ability to commit resources.

4. Cost Fees (10)

The cost the services will be on a lump sum flat rate fee based on the scope of services and/or requirements.

**HIDALGO COUNTY
Request for Proposals**

“WORKERS’ COMPENSATION LOSS AND FUNDING PROJECTIONS STUDY”

EVALUATION FORM

<u>Selection Criteria</u>	<u>RANGE POINTS</u>	<u>SCORE</u>
1. Firm(s)Qualifications/Staffing of Project Team The firm(s) should provide detailed information and copies of their applicable certifications, registrations and other pertinent information that demonstrates their qualifications to perform the services required. Comments/Rationale For Points: _____	0-10	_____
2. Understanding of Project/Similar Services The firms should provide as much background information as to its' experience in providing similar services to City, County School or any other governmental agencies. 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. Comments/Rationale For Points: _____	0-40	_____
3. Experience of Project Team/Ability to Commit Resources The provider should designate experienced staff to completely and efficiently Perform the services. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. The firm must state the approach and/or (methodology) in achieving and rendering all services detailed and required and ability to commit resources. Comments/Rationale For Points: _____	0-30	_____
4. Cost/Fees The cost will be on a lump sum flat rate fee based on the scope of services and/or requirements. Comments/Rationale for Points: _____	0-10	_____

Provider: _____

Evaluator: _____ Date: _____

AI-23807

21.A.5.

Abandoned & Unclaimed Items-Sheriff's Dept.-List #34

CC REGULAR

Date: 11/09/2010

Submitted By: Lisa Vela, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Sub-category: Hidalgo County

Information

CAPTION

Requesting authority to advertise and approval to auction Abandoned and Unclaimed Items as detailed on List #34 contained and attached herein as Exhibit "A" set forth under Texas Local Government Code, 263.152 (a) (1).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: 0-1100-415-18-160-001-0-540

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Advertising expenses.

\$75.25 available balance as of 11/05/10. rc

Attachments

Link: A&U List # 34

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/04/2010 11:56 AM	APRV
2	Budget & Management	Sylvia Solis	11/04/2010 12:21 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	11/05/2010 12:00 PM	APRV
4	Auditor's Office		11/05/2010 04:11 PM	NEW

Form Started By: Lisa Vela
Started On: 11/03/2010 03:43 PM

Final Approval Date: 11/05/2010

HIDALGO COUNTY SHERIFF'S OFFICE
AUCTION #34

PURDUSANT TO ARTICLE 18/17 . T.C.C.P. . THE HIDALGO COUNTY SHERIFF'S OFFICE IS HEREBY GIVING NOTICE TO OWNERS OF THE ABANDONED AND UNCLAIMED PROPERTY LIST BELOW , THAT IF SUCH PROPERTY IS NOT CLAIMED WITHIN THREE (3) MONTHS FROM THE DATE OF THIS PUBLICATION, SUCH PROPERTY WILL BE SOLD.

THE PROPERTY WILL NOT BE RETURNED TO AN INDIVIDUAL WITHOUT PROOF OF OWNERSHIP AND A CASE REPORT ACCOMPANYING COPY OF POLICE REPORT FROM THE PROPER LAW ENFORCEMENT AGENCY MADE AT THE TIME OF THE OFFENSE. ANYONE WHO BELIEVES HIS OR HER PROPERTY MAY HAVE BEEN RECOVERED BY THE SHERIFF'S OFFICE SHOULD CONTACT THE EVIDENCE TECHNICIAN, MONDAY THROUGH FRIDAY, 8:00 A.M. TO 5:00 P.M. AT (956)-383-8114.

1. Red portable air tank	07-16722
2. Kenwood amp	
3. Phillips dvd player	
4. Ps2 game system	10-12588
5. Brown box w/costume jewelry	10-12588
6. Ps2 game system	10-12588
7. Phillips cd player	10-12588
8. Lake wood fan	10-12588
9. Campbell air compressor	10-12588
10. 50" LG Flat screen tv	10-12588
11. 50" LG Flat screen tv	10-12588
12. Dish receiver	10-12588
13. Dvd player Jensen	10-12588
14. Mongoose bike	10-19103
15. Sony dvd player	10-12588
16. Dell laptop	10-10817
17. Power bass	10-12588
18. Toshiba laptop	
19. HP Printer	10-12588
20. Music stand	10-12588
21. Pool stick	10-12588
22. Xbox 360/ Sony psp	10-10025
23. Brothers printer	10-12588
24. Zenith vhs/dvd player	10-12588
25. Sun beam heater	10-12588
26. Canon printer	10-12588

RECEIVED OCT 25 2010

27. RCA theater receiver	10-12588
28. LG 42" tv	10-10817
29. Sony playstation system	10-12588
30. Sony cam recorder	10-12588
31. Ryobi weedeater	10-12588
32. Echo weedeater	10-12588
33. Jvc stereo	10-12588
34. Apple computer	10-10817
35. RCA converter box	10-12588
36. Ps2 system	10-12588
37. Ps2 system	10-12588
38. Gpx dvd	10-12588
39. Phillips dvd player	10-12588
40. Sony psp	10-12588
41. Polaroid flat screen 13"	10-10025
42. Polaroid flat screen 19"	10-10025
43. Emerson 19"	10-12588
44. Snake boots	10-12588
45. Soleusair heater	07-11917
46. 2 1/2 Ton floor jack	04-10648
47. V-tech game console	10-12588
48. Gpx surround sound	10-12588
49. Electronic picture frame	06-28701
50. Brown chest w/dvd movies	10-12588
51. GT Bump yellow bike	10-30072
52. Craftsman lawnmower	
53. Murray lawnmower	
54. Eager-1 lawnmower	
55. Mongoose bike	10-34612
56. Computer monitor	10-32814
57. Oritron dvd player	09-09735
58. Portable dvd player	10-12588
59. 5-Video game guitars	10-12588
60. Pioneer car stereo	06-07504
61. Chrome huffy bike	
62. Spiderman bike	10-03884
63. Chrome ozone bike	
64. Yellow bag w/tools	08-00602
65. Orange blower	07-11917
66. Olympus camera	
67. Cd case w/cd's	
68. Craftsman case	
69. Dewalt compressor	
70. Remington pole saw	
71. Skil circular saw	10-19103
72. Philips dvd player	10-19103

RECEIVED OCT 25 2010

73. Norcent dvd player	10-19103
74. Gpx dvd player	10-19103
75. 9-Xbox games	10-19103
76. 5-Speakers	10-19103
77. Horse saddle	10-27414
78. Disney 13" tv	10-19103
79. Playstation II system	10-10817
80. Jvc speaker	10-19103
81. Kicker 10" speaker	10-19103
82. Green electric lawnmower	10-24987
83. Red bolt cutters	06-42829
84. Troy-bilt weedeater	09-48875
85. Ryobi weedeater	10-05374
86. Featherlite weedeater	
87. E-ton 4-wheeler	09-40678
88. Dayton vaccum cleaner	09-40678
89. Roadmaster bike	08-05264
90. Husky jump-start system	
91. Craftsman 17" cut weedeater	
92. Stand-up jack	09-40678
93. Schwinn girls	09-40678
94. Patton racing fan	10-12588
95. Tail gate	10-22586
96. Car grill	10-22586
97. Sony compact cd player	09-40678
98. Green blower	09-40678
99. Sony playstation	09-45760
100. Black cd case w/cd's	10-12588
101. Grey vcr	04-11666
102. Nintendo 64 system w/game	04-29468
103. Jensen amplifier	03-21518
104. Shears	
105. Bolt cutters	04-11841
106. Shears	04-08178
107. Propane tank	
108. Skil drill	04-13273
109. Blue point sander	
110. Skil saw	06-06927
111. Welding tanks	10-14727
112. Jvc speaker	10-19103
113. Freezer	
114. Audiovox portable vhs player	
115. Rechargeable spotlight	09-22068
116. Yellow protech bench saw	09-40950
117. Gray 6" Ryobi bench grinder	09-40950
118. Blue good wrench air compressor	09-40950

RECEIVED OCT 25 2010

119. Honda lawnmower	09-40950
120. Craftsman mower	09-40950
121. Briggs/Stratton portable generator	09-40950
122. Jumper cables	09-40950
123. Green weedeater brand blower	09-40950
124. Echo leaf blower	09-40950
125. Ryobi electric drill	09-40950
126. Black&decker cordless drill	09-40950
127. Gray Makita sander	09-40950
128. Black skil saw (circular)	09-40950
129. Craftsman circular saw	09-40950
130. Red homelite chainsaw	09-40950
131. Red homelite chainsaw	09-40950
132. Remington chainsaw	09-40950
133. Remington chainsaw	09-40950
134. Remington chainsaw	09-40950
135. Ryobi weedeater	09-40950
136. Green weedeater	09-40950
137. Craftsman weedeater	09-40950
138. Echo weedeater	09-40950
139. Echo weedeater	09-40950
140. Red portable air tank	09-40950
141. Sears air compressor	09-40950
142. Ladder	09-40950
143. Craftsman chainsaw w/case	09-40950
144. Green husky ladder	09-40950
145. Purple/Gray bike	09-35124
146. Next power x bike	09-31814
147. Grey tool box w/tools	
148. Milwaukee sawzall w/case	
149. Grey pro-lift floor jack	
150. Black&Decker electromate jump starter	09-40678
151. Paslode impulse nailgun	09-40678
152. Green sand blasting helmet	09-40678
153. Craftsman blower	
154. Empty poulan chainsaw box	
155. Patton heater	
156. Green& Beige circular saw	07-22578
157. Duralast floor jack	09-40678
158. Featherlite weedeater	09-40678
160. Duo-fast nail gun	
161. Wheel barrel	
162. Lawnmower	09-46078
163. Silver canyon magna bike	
164. Black Hercules bike	
165. Brown bike	

RECEIVED OCT 25 2010

166. Schumacher battery charger	
167. Grey mongoose bike	10-27450
168. Es Elite bike	
169. Green huffy bike	
170. Magna	
171. Sony cassette stereo	09-40678
172. Water pump	09-40678
173. Toshiba tv	06-34803
174. Sanyo tv	
175. RCA tv	
176. Nintendo wii game system w/accessories	10-12588
177. Magnavox dvd player	10-12588
178. Magnavox dvd player	10-12588
179. Grey holmes heater	10-12588
180. Black cd case w/cd's	10-12888

RECEIVED OCT 25 2010

AI-23748

21.A.6.

Invoice Payment-Ashbritt, Inc.

CC REGULAR

Date: 11/09/2010

Submitted By: Vangie Garcia, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Sub-category: Hidalgo County

Information

CAPTION

Acceptance and approval of request for payment of Invoice #1020-001R in the amount of \$592,650.00 submitted by AshBritt in connection with water relocation services rendered to Hidalgo County for the period from 07/01/10 to 07/09/10 as a result of flood water attributed to Hurricane Alex.

BACKGROUND

Action of mobilization/re-activation of pre-positioned awarded firm(s) for Emergency Debris Management Services Contract was approved 07/27/10. (Ashbritt -thru- mutual aid agreement/assignment)

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

Funds available as of 11/05/10. rc

Attachments

Link: [Invoice Documentation](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/04/2010 08:06 AM	APRV
2	Budget & Management	Sylvia Solis	11/04/2010 08:37 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	11/05/2010 01:00 PM	APRV
4	Auditor's Office		11/05/2010 04:11 PM	NEW

Form Started By: Vangie Garcia

Started On: 11/02/2010 07:29 AM

Final Approval Date: 11/05/2010

AshBritt Invoice Itemized Report

Event Name:

Hurricane Alex

Period: 07/01/10

Invoice No.:

1020-001R

07/09/10

119 \$ 14,875.00

Service Description	Ticket Number	Ticket Date	Rate/Hr	Unit Count	Total
1 - 2 - Project Coordinator (Operations Manager)	1026	7/1/2010	\$ 125.00	6.5	\$ 812.50
1 - 2 - Project Coordinator (Operations Manager)	1027	7/2/2010	\$ 125.00	14.5	\$ 1,812.50
1 - 2 - Project Coordinator (Operations Manager)	1028	7/3/2010	\$ 125.00	15	\$ 1,875.00
1 - 2 - Project Coordinator (Operations Manager)	1029	7/4/2010	\$ 125.00	14.5	\$ 1,812.50
1 - 2 - Project Coordinator (Operations Manager)	1035	7/8/2010	\$ 125.00	16	\$ 2,000.00
1 - 2 - Project Coordinator (Operations Manager)	1036	7/9/2010	\$ 125.00	12	\$ 1,500.00
1 - 2 - Project Coordinator (Operations Manager)	1037	7/5/2010	\$ 125.00	9	\$ 1,125.00
1 - 2 - Project Coordinator (Operations Manager)	1038	7/6/2010	\$ 125.00	16.5	\$ 2,062.50
1 - 2 - Project Coordinator (Operations Manager)	1039	7/7/2010	\$ 125.00	15	\$ 1,875.00

AshBritt Invoice Itemized Report

Event Name:

Hurricane Alex

Period: 07/01/10

Invoice No.:

1020-001R

07/09/10

42.5 \$ 3,187.50

Service Description	Ticket Number	Ticket Date	Rate/Hr	Unit Count	Total
1 - 3 - Project Supervisor with Truck	1028	7/3/2010	\$ 75.00	13	\$ 975.00
1 - 3 - Project Supervisor with Truck	1029	7/4/2010	\$ 75.00	14.5	\$ 1,087.50
1 - 3 - Project Supervisor with Truck	1037	7/5/2010	\$ 75.00	15	\$ 1,125.00

AshBritt Invoice Itemized Report

Event Name:

Hurricane Alex

Period: 07/01/10

07/09/10

Invoice No.:

1020-001R

10 \$ 1,400.00

Service Description	Ticket Number	Ticket Date	Rate/Day	Unit Count	Total
1 - 4 - Light Tower	1028	7/3/2010	\$ 140.00	1	\$ 140.00
1 - 4 - Light Tower	1028	7/3/2010	\$ 140.00	1	\$ 140.00
1 - 4 - Light Tower	1029	7/4/2010	\$ 140.00	1	\$ 140.00
1 - 4 - Light Tower	1029	7/4/2010	\$ 140.00	1	\$ 140.00
1 - 4 - Light Tower	1037	7/5/2010	\$ 140.00	1	\$ 140.00
1 - 4 - Light Tower	1037	7/5/2010	\$ 140.00	1	\$ 140.00
1 - 4 - Light Tower	1038	7/6/2010	\$ 140.00	1	\$ 140.00
1 - 4 - Light Tower	1038	7/6/2010	\$ 140.00	1	\$ 140.00
1 - 4 - Light Tower	1039	7/7/2010	\$ 140.00	1	\$ 140.00
1 - 4 - Light Tower	1039	7/7/2010	\$ 140.00	1	\$ 140.00

AshBritt Invoice Itemized Report

Event Name: Hurricane Alex

Period: 07/01/10

Invoice No.: 1920-001R

07/09/10

1528.5

\$ 573,187.50

		Description	Day/Hours 1-Jul	Day/Hours 2-Jul	Day/Hours 3-Jul	Day/Hours 4-Jul	Day/Hours 5-Jul	Day/Hours 6-Jul	Day/Hours 7-Jul	Day/Hours 8-Jul	Total Hours	Rate	Total
Truck Number													
871	Vac Truck		6.5	13							19.5	\$ 375.00	\$ 7,312.50
880	Vac Truck							22.5	19.5	10	52	\$ 375.00	\$ 19,500.00
861	Vac Truck		6.5	16.5	15.5	23.5	24	22	17	10	135	\$ 375.00	\$ 50,625.00
874	Vac Truck		6.5	18							24.5	\$ 375.00	\$ 9,187.50
872	Vac Truck		6.5	16	15.5	24	23.5	24	17.5	11	138	\$ 375.00	\$ 51,750.00
882	Vac Truck				16	24	22.5	22			84.5	\$ 375.00	\$ 31,687.50
863	Vac Truck		6.5	17	15.5	24	22.5		16	11	112.5	\$ 375.00	\$ 42,187.50
474	Vac Truck		6.5	5.5	15.5	24	21.5	21.5	24	14.5	133	\$ 375.00	\$ 49,875.00
435	Vac Truck		6.5	8	15.5	24	23	21.5	24	14.5	137	\$ 375.00	\$ 51,375.00
426	Vac Truck		6.5	5.5	13.5	24	24	21.5	24	12.5	131.5	\$ 375.00	\$ 49,312.50
412	Vac Truck		6	6.5							12.5	\$ 375.00	\$ 4,687.50
484	Vac Truck		6	5	14	24	24	21.5	23	0.5	118	\$ 375.00	\$ 44,250.00
453	Vac Truck		6	7	14.5	24	24	21.5	24	1	122	\$ 375.00	\$ 45,750.00
373	Vac Truck		6	2	13.5	24	23	21.5	24		114	\$ 375.00	\$ 42,750.00
21639	Vac Truck					11	22.5	24	24	15	96.5	\$ 375.00	\$ 36,187.50
21638	Vac Truck					11	24	24	24	15	98	\$ 375.00	\$ 36,750.00

AI-23881

21.A.7.

**Third party administration, individual stop loss & aggregate stop loss for self-funded medical plan, group term life & accidental death & disbursement
CC REGULAR**

Date: 11/09/2010

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Category: Purchasing Department

Sub-category: Hidalgo
County

Information

CAPTION

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

Provider Score/Grade -Rank

1. _____:_____:_____;

2. _____:_____:_____;

3. _____:_____:_____;

b. Acceptance and approval of consultant's recommendations so as to proceed with formal ranking by Commissioner's Court;

c. Authority for consultant to finalize a contract including all negotiated items (terms/conditions/rates/fees and BAFO) with the number one (1) ranked provider for award; or, if applicable;

d. Award with acceptance and approval of negotiated final contract with the number one (1) ranked provider (as negotiated by consultant); and, if applicable or necessary,

e. Presentation by consultant of scoring grid and recommendations on the responses received for: Group Term Life-Accidental Death and Dismemberment so as to proceed with formal ranking by Commissioner's Court:

Provider Score Rank

1. _____:_____:_____;

2. _____:_____:_____;

3. _____:_____:_____;

f. Approval of award to the number one (1) ranked firm of _____
for: Group Term Life-Accidental Death and Dismemberment.

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

0-2201-415-00-115-010-0-350

0-2201-415-00-115-010-0-524

0-3401-202-00-000-016-0-000

Attachments

Link: [backup](#)

Link: [acceptance sheet](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Martha Salazar	Marty Salazar	11/05/2010 04:06 PM	APRV
2	Purchasing Department	Marty Salazar	11/05/2010 04:07 PM	APRV
3	Budget & Management		11/05/2010 04:11 PM	NEW

Form Started By: Angela Garcia

Started On: 11/05/2010 03:03 PM

Final Approval Date: 11/05/2010



Gary R. Looney, REBC
3201 Cherry Ridge Drive
Suite D 405
San Antonio, Texas 78230
Phone: (210) 930-6665 Fax: (210) 930-1838

19 A7

Memorandum

Date : November 2, 2010
TO : Hidalgo County Commissioner's Court
Rene Ramirez County Judge
A. C. Cuellar Precinct 1
Hector (Tito) Palacios Precinct 2
Joe Flores Precinct 3
Oscar Garza Precinct 4
From : Gary Looney REBC
RE : Request to Negotiate

County Judge and Commissioners:

Pursuant to the Request for Proposals for "Third Party Administration, Individual Stop Loss and Aggregate Stop Loss for Self Funded Medical Plan, Group Term Life and Accidental Death and Dismemberment RFP No. 2010-09-22-YZV" I have completed my initial analysis and scoring of the proposals submitted. I request that the Court allow me to proceed with the evaluation process and negotiate with the top two carriers offering complete bids for the TPA and Stop Loss coverage in an effort to provide the County with the best and final offers by each. I also request that the Court allow me to request final offers from companies submitting quotes for Group Term Life Insurance.

Attached is a list of those companies submitting bid information and the scoring grids used for the evaluation of the submissions.

It was stated in the Request for Proposals that the top three submissions would be required to make a presentation to Hidalgo County. There are only two that are within reason to request a presentation for TPA and Stop Loss. With the Courts permission I will arrange for the final presentations with each of the two carriers for TPA and Stop Loss coverage and two of the Life Insurance submitters. I expect the final negotiations to take approximately two weeks.

Thank you for your confidence in my efforts on behalf of Hidalgo County.

Gary Looney
Sr VP Alamo Insurance Group

CC: Martha Salazar Purchasing Agent
Raul Silguero Budget Division

3201 Cherry Ridge Street
Suite D405
San Antonio, Texas 78230
V 210•930•6665
F 210•930•1838

alamogrp@alamoinsgrp.com

Hidalgo County

Proposal Offerings

	TPA Services Medical	Stop Loss Insurance	Life Insurance	Agency Services	Complete TPA Stop Loss Submission	Complete Group Term Life Submission
Health Smart	Yes	Yes	No	Included	Yes	No
ING	No	No	Yes	Included	No	Yes
Jeff Everett and Associates				Yes		
Sun Life	No	No	Yes	Included	No	Yes
UNUM	No	No	Yes	Included	No	Yes
Aetna	Yes	Yes	No	Included	Yes	No
Blue Cross/Blue Shield	Yes	Yes	Yes	Included	Yes	Yes
Frates	Yes	No	No	Included	No	No
Puro and Aseguro, Inc.				Yes		
Lincoln National/Swanter and Gordon			Yes	Included	No	Yes
WEB	Yes	No	No	Included	No	No

11/2/2010

File: Hidalgo County Vendors Offering Quotes 2011

Alamo Insurance Group

Hidalgo County Life Insurance Scoring Grid							
							Max Pts
CARRIER		#1	#2	#3	#4	#5	
Premium Rate for Basic Life and ADD		60	40	40	60	47	60
Age Reduction Formula		6	6	6	6	6	6
Actively at Work provisions		6	0	0	0	0	6
Multiple Year Rate Guarantee		0	7	7	7	7	7
Portability		0	4	4	4	0	4
Convertability		3	3	3	3	3	3
Administrative Help Enrolling		5	5	5	2	5	5
Web Based capability		4	4	4	4	4	4
Enhancements		2	2	3	2	2	5
Point Total		86	71	72	88	74	100

Alamo Insurance Group
11/2/2010

**Hidalgo County
Medical RFP Scoring Grid**

	#1	#2	#3	Max Pts
Section 1 ADMINISTRATION				
Pricing (100 points)				
Administrative Fees	37	41	50	50
Performance Guarantee PPO Discounts	7	7	3	7
Performance Guarantee Service	7	7	3	7
Multiple Year Rates	0	13	9	13
Enrollment Expense i.e. Booklets	5	7	5	7
Run In Expense	0	0	0	13
Set up Fees	3	3	2	3
				100
Stop/Loss (100 Points)				
Premium Cost	50	38	10	50
Lasers	50	50	50	50
				100
Network Discounts (400 points)				
	350	307	265	350
	50	50	50	50
				400
Point Total Section 1	559	523	447	600
Section 2 Network Providers				
Network Providers - Access (100 Points)				
Hospitals	25	25	25	25
Doctors - Primary Care	15	15	15	15
Doctors - Specialists	15	15	15	15
Tertiary Providers	15	15	15	15
Centers of Excellence	15	15	15	15
Urgent Care Centers				10
Transplant Options	5	5	5	5
Point Total Section 2	90	90	90	100
Section 3 Pharmacy				
Pharmacy (100 Points)				
Cost	30	40	35	40
Formulary	5	5	5	5
Rebates	30	35	25	35
Access	5	5	5	5
Transparency	2	2	5	5
Preferred Local Pharmacy	6	6	6	6
Reporting Capabilities	4	4	4	4
Point Total Section 3	82	97	85	100
Section 4 Technology				
Technology (50 Points)				
Website Access	10	10	10	10
Telephone Access	10	10	10	10
Ability to Duplicate Current Plans	10	10	10	10
Ad Hoc Claims Reporting	10	10	8	10
Employee Access	10	10	9	10
Point Total Section 4	50	50	47	50
Section 5 Wellness				
Wellness (100 Points)				
Disease Management	50	50	50	50
Wellness tools	40	50	40	50
Point Total Section 5	90	100	90	100
Section 6 Additional Services				
Additional Services (50 Points)				
Enrollment Services	12	12	12	12
Policy Booklets	3	3	3	3
Local Office	5	5	5	5
Patient Advocacy	5	5	5	5
Company's Ability to service acct	5	5	5	5
Financial Capability	5	5	3	5
Bilingual Staffing	3	3	3	3
AM Best Rating	2	2	2	2
Experience with School Districts County Governments	8	8	2	8
Industry Experience	2	2	1	2
Point Total Section 6	50	50	41	50
Total Points	921	810	600	1000

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 REQUEST *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	jtolllett@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
12Requested: 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
13Requested: 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
14Requested: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
15Requested: 9/01/10 @10:00a.m. Ramona Lopez Bob Treviño's Office	IP	Signature	9/01/10	819 N. I. Road Pharr, TX 78577
16Requested: 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
17Requested: 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
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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
24Requested: 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
29Requested: 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
31Requested: 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
32Requested: 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)

**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
34Requested 09/17/2010 William Watkins HealthSmart Holdings, INC	EM	William.watkins@healthsmart.com YZV	9/17/10	222 W. Las Colinas Blvd Ste 600 N Irving, TX 75039 Tel: 214-574-3977
35. Requested 09/22/2010 Toni Garcia County Court at Law No. 1	EM	Toni.garcia@co.hidalgo.tx.us or tonig3cm@yahoo.com YZV	9/22/10	100 N. Closner, 3 rd Floor Edinburg, TX 78539 Tel: 956-318-2375`

***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> (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		
Comments/Rationale for points:		TOTAL:	_____
<u>SECTION IV – TECHNOLOGY</u>			
<u>TECHNOLOGY</u> (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		
Comments/Rationale for points:		TOTAL:	_____
<u>SECTION V – WELLNESS</u>			
<u>1. WELLNESS</u> (100 POINTS)			
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> (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 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:	

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-23813

21.B.1.

Authority To Advertise-Mile 17-Road Improvements-Hidalgo County Precinct No. 1

CC REGULAR

Date: 11/09/2010

Submitted By: Vangie Garcia, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Sub-category: Prct. 1

Information

CAPTION

Requesting approval to advertise for Hidalgo County Precinct No.1-Mile 17 Proposed Road Improvements, the "Construction Of Phase I Of Mile 17 Road From FM 1015 West To Mile 4 (Yellow Jacket Drive)in connection to Work Authorization No. 1 (previously approved by CC on 07/20/10 with Contract No. C-10-235-07-20-J.E. Saenz & Associates.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: 0-1342-431-00-121-085-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Possible funding source for the Construction Phase in connection to Phase I of Work Authorization No. 1 as per discussion with Budget Office.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/05/2010 10:41 AM	APRV
2	Budget & Management	Sylvia Solis	11/05/2010 11:57 AM	APRV
3	Ivan Cantu	Ivan Cantu	11/05/2010 03:30 PM	APRV
4	Auditor's Office		11/05/2010 04:11 PM	NEW

Form Started By: Vangie Garcia
Started On: 11/04/2010 07:10 AM
Final Approval Date: 11/05/2010

AI-23876

21.C.1.

**On-Call Engineering Services for Precinct No. 2
CC REGULAR**

Date: 11/09/2010

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Submitted For: Rocio Villarreal

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Sub-category: Prct. 2

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) a professional service/engineering services;

b. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of engineers in connection with "On-call Engineering Services" for Pct. #2;

1st. _____; 2nd. _____; 3rd. _____;

c. Authority for the Purchasing Department to negotiate a professional engineering services contract with the No.1 ranked firm of _____ for the provision of "On-call Engineering Services" for Pct. #2.

BACKGROUND

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) a professional service/engineering services;

2. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of engineers in connection with "On-call Engineering Services" for Pct. #2;

1st. _____; 2nd. _____; 3rd. _____;

3. Authority for the Purchasing Department to negotiate a professional engineering services contract with the No.1 ranked firm of _____ for the provision of "On-call Engineering Services" for Pct. #2.

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: 0-1202-431-00-122-006-0-334

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

Link: [Scoring/Evaulation Grid](#)

Link: [Memo](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/05/2010 04:07 PM	APRV
2	Budget & Management		11/05/2010 04:11 PM	NEW
Form Started By: Rocio Villarreal		Started On: 11/05/2010 02:02 PM		
Final Approval Date: 11/05/2010				

HIDALGO COUNTY PRECINCT NO 2
FOR
“On-Call” General Engineering Services

**Scoring & Evaluation
GRID**

General Engineering Services

Total Scores	R. Gutierrez Engineering Corporation	Rodriguez Engineering	Quintanilla, Headley and Associates
Scores	94	75	92
RANKING			

*SCORING & EVALUATION COMPLETED BY PCT NO 2

From: [yoli](#)
To: ["Rocio Villarreal"](#)
Cc: [Darlene Betancourt](#); ["Niela Cavazos"](#)
Subject: RE: Expiring Engineer Agreement and Pending Agreements
Date: Thursday, October 21, 2010 10:31:41 AM

Rocio:

The selected engineers are as follows:

R. Gutierrez Engineering Corporation
Quintanilla, Headley & Associates
Rodriguez Engineering, Inc.

Thank you,
Yoli Cisneros
Administrative Assistant II

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Wednesday, October 20, 2010 9:19 AM
To: 'yoli'
Cc: 'Niela Cavazos'; 'Darlene Betancourt'
Subject: RE: Expiring Engineer Agreement and Pending Agreements

Yoli:

Can you please provide the names of the 3 selected engineers. Thank you



From: yoli [mailto:yolanda.cisneros@co.hidalgo.tx.us]
Sent: Friday, October 15, 2010 9:10 AM
To: 'Rocio Villarreal'
Cc: 'Niela Cavazos'; Darlene Betancourt
Subject: FW: Expiring Engineer Agreement and Pending Agreements
Importance: High

Rocio,
I would like to request the RFQ's for the engineering services for as per on needed basis for the Precinct 2, R&B, Parks, & Sanitation Projects.
Thank you,
Yoli

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Wednesday, October 13, 2010 11:16 AM
To: yoli.cisneros@co.hidalgo.tx.us; 'Humberto Garza'; 'Darlene Betancourt'
Subject: Expiring Engineer Agreement and Pending Agreements

Humberto/Yoli:

Please be advise that the professional service agreement with R. Gutierrez Engineering (C-09-419-10-27) will be expiring on 10/26/10.

In addition, over the past few months several agreements have been approved to negotiate professional service agreements for the following projects:

PROJECT	TYPE OF PROFESSIONAL SERVICES	COMMISSIONERS' COURT APPROVAL TO NEGOTIATE	ENGINEER SELECTED	CONTRACT NO.
Morningside off-site Project	Survey Services	08/17/10	R. Gutierrez	2010-316
TDRA-Minnesota Drainage Project	Engineer Services	08/03/10	R. Gutierrez	2010-296
Alamo Rd Crossing	Survey Services	08/03/10	Dos Land Survey	2010-295

Several attempt emails have been sent out to the engineers to proceed to negotiate agreements. As of today, have not received response. Can you please advise if project are already in progress or do I proceed to request from the engineer to submit their fee schedules and draft agreement. If you have any questions please contact me at (956) 292-7000 ext 4868. Thank you.



AI-23885**21.C.2.****Request approval of Change Order No.1 for the New Administration Building
- Sprinkler System****CC REGULAR****Date:** 11/09/2010**Submitted By:** Yolanda Cisneros, COMM. PCT. #2**Submitted For:** Yolanda Cisneros**Department:** COMM. PCT. #2**Agenda Category:** Purchasing Department**Sub-category:** Prct. 2

Information**CAPTION**

Requesting approval of Change Order No.1 increase in the amount of \$45,723.00 with D. Wilson Construction Co. (Contract #C-09-037C-11-17), in connection with the "Construction of the New Precinct #2 Administration Office & Other County Offices", for the design and installation of sprinkler irrigation system.

BACKGROUND

Fiscal Impact**FISCAL YEAR:** 2010**ACCT. #:** 0-1200-431-00-122-021-0-739**FUNDS AVAILABLE Y/N?:** Y**MATCHING FUNDS Y/N?:****BUDGETARY IMPACT:**

AI-23884 11/09/10 (Additional transfer to cover contractor's fees)

AttachmentsLink: [Change order #1](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/05/2010 04:08 PM	APRV
1	Purchasing Department	Marty Salazar	11/05/2010 04:08 PM	APRV
2	Budget & Management	Sylvia Solis	11/05/2010 04:11 PM	APRV
2	Budget & Management	Sylvia Solis	11/05/2010 04:11 PM	APRV
3	Auditor's Office		11/05/2010 04:11 PM	NEW
3	Auditor's Office		11/05/2010 04:11 PM	NEW

Form Started By: Yolanda Cisneros

Started On: 11/05/2010 03:15 PM

Final Approval Date: 11/05/2010

**AIA**[®]**Document G701[™] – 2001****Change Order**

PROJECT (Name and address):	CHANGE ORDER NUMBER: 001	OWNER: ☐
New Administration Offices for Hidalgo County Pct 2 and Other County Offices Pharr, Texas	DATE: 11/5/10	ARCHITECT: ☐
TO CONTRACTOR (Name and address):	ARCHITECT'S PROJECT NUMBER: 08-1016	CONTRACTOR: ☐
D. Wilson Construction Company P.O. Box 3455, McAllen, Tx 78502	CONTRACT DATE: 11/3/09	FIELD: ☐
	CONTRACT FOR: General Construction	OTHER: ☐

THE CONTRACT IS CHANGED AS FOLLOWS:*(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)*

1. Design and install sprinkler irrigation system (Refer to Change Order Request dated 10/18/10 from D. Wilson Construction & Southern Landscapes proposal dated 10/7/10).

Subcontract	\$38,350.00
Sleeves	\$2,402.00
Contractor's Fee	\$4,075.00
Insurance & Bond	\$896.00
TOTAL	\$45,723.00

2. Add 8 days to the contract due to inclement weather (See letter from D. Wilson Construction dated 8/30/10)
3. Add 20 days to the contract for this Change Order.

The original Contract Sum was	\$	5,075,000.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	5,075,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$	45,723.00
The new Contract Sum including this Change Order will be	\$	5,120,723.00

The Contract Time will be increased by Twenty-Eight (28) days.

The date of Substantial Completion as of the date of this Change Order therefore is Friday, December 17, 2010.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.Reynaldo Vargas, Architect, Inc. dba V-A
Architecture**ARCHITECT** (Firm name)2029 Industrial Drive, McAllen, Texas
78504**ADDRESS****BY** (Signature)

Reynaldo Vargas, A.I.A.

(Typed name)

DATE

D. Wilson Construction Company

CONTRACTOR (Firm name)

P.O. Box 3455, McAllen, Tx 78502

ADDRESS**BY** (Signature)

TIMOTHY J. MICKUNAS

(Typed name)

DATE

Hidalgo County

OWNER (Firm name)

100 E. Cano, Edinburg, Texas 78539

ADDRESS**BY** (Signature)

(Typed name)

DATE

D. Wilson Construction Company

P.O. Box 3455
McAllen, TX 78502-3455
Ph (956)686-9573

Change Request

To: Tommy Canul
Vargas and Associates
2029 Industrial Drive
McAllen, TX 78501
Ph: (956)631-2242 Fax: (956)686-7916

Number: 17
Date: 10/18/10
Job: 10-420 Hidalgo Co. Pct.2 Admin. Office
Phone:

Description: Sprinkler Irrigation System

We are pleased to offer the following specifications and pricing to make the following changes:

Design & Install sprinkler irrigation system

Sub Contract -----38,350.00
Seleves-----2,402.00
Contractor's Fee -----4,075.00
Insurance and Bond-----896.00

Total as Outlined-----\$45,723.00

The total amount to provide this work is \$45,723.00

If you have any questions, please contact me at 956-686-9573

Submitted by: Ruben Cavazos
D. Wilson Construction Company

Approved by: _____
Date: _____

Cc:



PROPOSAL AND CONTRACT FOR WORK

DATE 10/7/2010

ESTIMATE NO. 5486 I

821 E. Beech Avenue Ph: (956) 618-1899
McAllen, TX 78501 Fx: (956) 618-0850

PROPOSAL FOR:

Pct. No. 2 Administration Offices &
Other County Offices
Pharr, TX

PROJECT:

QTY	DESCRIPTION	TOTAL
1	Rainbird ESP-LX Timer	
1	Rain Sensor	
93	Rainbird 5004 Series Rotor Heads	
14	Rainbird 3500 Series Mini Rotor Heads	
20	Rainbird 2" Electric Valves	
1	Rainbird 1 1/2" Electric Valve	
24	10" Valve Box	
1	2" PVB Backflow Preventor	
3,500	Ft of Drip Tubing 18" spacing	
	Misc PVC fittings, pipe, and control wire	
	Notes: Sleeves, and AC power to controller by others.	
	Materials	21,900.00
	Labor	14,600.00
2	1" Sprinkler Water Meter	1,850.00
Irrigation in Texas is regulated by the TCEQ PO Box 13087 Austin, TX 78711-3087		TOTAL \$38,350.00

Texas Licensed Irrigator #8902

This proposal may be withdrawn by us if not accepted in 30 days.

Accepted By _____

Date _____



August 30th, 2010

Tommy Cannul
V. A. Architecture
2029 Industrial Drive
McAllen, Texas 78502-3455

Ref; Rain Day Extension

Dear Sir,

We are requesting a time extension for the rain days that no work was possible. We remain committed and will continue to work at completing the project in the shortest time. The complete days lost are as follows;

February 3, 4, 5, 6, 11, 12, 13, 19
March 16
April 12, 13, 14, 15 & 20
May 18 & 19
June 5, 9 & 30
July 1, 7, 8, 9, 22, 26, 27 & 28

These total 29 days and would extend the schedule from November 19th to December 18th 2010.

Respectfully,

Ruben Cavazos
D. Wilson Construction Co

Minus 21 rain days included in the contract
as per # 8. of the Instruction to Bidders

Total = 8 days

AI-23833**21.D.1.****Prct. 3 Solar Power Lights for Parks -Energy Efficiency and Conservation Block Grant (EECBG)****CC REGULAR****Date:** 11/09/2010**Submitted By:** Moises Salazar, PURCHASING DEPT.**Submitted For:** Marty Salazar**Department:** PURCHASING DEPT.**Agenda Category:** Purchasing Department**Sub-category:** Prct. 3

Information**CAPTION**

Acceptance of proposal received from awarded vendor, Facility Solutions Group in the amount of \$408,650.00 through the County's participation/membership with Buy Board for the "Turnkey Purchase and Installation of Solar Powered Lights for Precinct No. 3 Parks" as per plans and specifications drafted and developed by Mr. Raul Sesin, P.E., Hidalgo County Planning Department, in connection with the Energy Efficiency and Conservation Block Grant (EECBG) Functions/Activities with authority to process requisition when submitted through Procurement Project#10-231A-MSS.

BACKGROUND

Fiscal Impact**FISCAL YEAR:** 2010**ACCT. #:** 0-1287-452-00-123-086-3-739**FUNDS AVAILABLE Y/N?:** Y**MATCHING FUNDS Y/N?:****BUDGETARY IMPACT:**

Available funds as of 11/5/10 is \$512,769.00.

Attachments

Link: [FSG Proposal](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/05/2010 02:14 PM	APRV
2	Budget & Management	Sylvia Solis	11/05/2010 02:22 PM	APRV
3	Perla Lopez	Perla Lopez	11/05/2010 03:07 PM	APRV
4	Auditor's Office		11/05/2010 04:11 PM	NEW

Form Started By: Moises Salazar
Started On: 11/04/2010 09:58 AM
Final Approval Date: 11/05/2010

FACILITY SOLUTIONS *group*

November 1, 2010

Erika Reyna
Economic Development Planner
Hidalgo County Judges Office
100 E. Cano, Second Floor
Edinburg, Texas 78539

Reference: Solar Lighting/Poles Installation

Buy Board # 290-08 11% off list

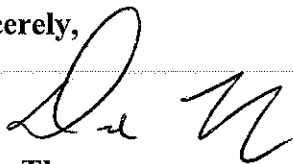
Facility Solutions Group appreciates the opportunity to offer you a proposal to install (50) SOL Lighting fixtures # SPM-300-3Q-CH-DOME-10' ARM-DTD on 37' direct burial ANSI 05.1 wood poles. These will be installed as specified by Hidalgo County.

TOTAL PRICE FOR (50) UNITS MATERIAL, LABOR AND FREIGHT \$ 408,650.00 NO TAX

*** NOTE- We are not in receipt of soil test reports or contingencies at proposed pole locations...This proposal is contingent on suitable soil test reports to facilitate the installation. If we had to slurry and or sleeve the holes for installation of the poor soil, the additional cost per pole would be \$ 490 per pole....most likely it would be minimal as this mainly occurs near the coast or where there is a high water table.

Thank you again for the opportunity to offer you this proposal and we look forward to working for you.

Sincerely,



Dave Thomas



585 South Padre Island Drive > Corpus Christi, TX > 78405 > T 361-883-6833 > F 361-883-0189

AI-23870

21.E.1.

**Purchase of 4 (Four) New 2011 Chevrolet 1500 Silverado Crewcab 4x4 PU
CC REGULAR**

Date: 11/09/2010
Submitted By: Oscar Garza, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Constables

Information

CAPTION

Constable Precinct #1:
Approval to purchase four (4) 2011 or Newer Chevrolet 1500 Silverado 4x4 Crewcab Pick-ups through the County's membership/participation with HGAC (Houston-Galveston) awarded vendor, Caldwell Country Chevrolet (Contract #VE03-06) in the amount of \$123,920.00 including, but not limited to, administration and delivery fees for Constable-Precinct #1-Procurement Project-#2010-369-OGG.

BACKGROUND

Purchase of proposed units will allow for replacement of vehicles that have exceeded their mileage and performance measures for the safety and security of Pct. #1 area.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1302-421-00-291-008-0-741
FUNDS AVAILABLE Y/N?: YES **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

ref: CC 11/05/2010 AI-23871

From Tax Notes 2007 to Constable Pct No. 1- Appropriation in the amount of \$37,039.97

From Tax Notes 2010 to Constable Pct No. 1- Interdept transfer in the amount of \$88,223.90

\$125,263.87 Total

Attachments

Link: [backup](#)
Link: [10-369 backup](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/05/2010 01:49 PM	APRV
2	Budget & Management	Sylvia Solis	11/05/2010 01:54 PM	APRV

3	Rosalinda Cantu	Rosie Cantu	11/05/2010 03:03 PM	APRV
4	Auditor's Office		11/05/2010 04:11 PM	NEW

Form Started By: Oscar Garza

Started On: 11/05/2010 01:16 PM

Final Approval Date: 11/05/2010

**HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM
INITIAL PAGE**

ORIGINAL
TF # 2010 - 454

DEPARTMENT NAME

DEPT. NO.

LOCATION

Page 1 of 1

TRANSFER TO: SURPLUSS

1601 EDINBURG

TRANSFER FROM: HIDALGO COUNTY CONSTABLE PRECINCT 4

294 EDINBURG

CONTACT INFORMATION:

NAME (PRINT) JOEL RIVERA

PHONE NO.

383-8560

FAX NO.

292-7767

FIXED ASSET DIVISION USE ONLY

DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION	FUND NO.	COST	P/U	LOC
1 2007 Progressive Trailer	9999 NONE 124-001	VIN# 1P9GE94247P587829	FAIR	1231	F		A
2 4'X8' PICNIC TABLE	9999 NONE 124-002	NONE	GOOD	1231	F		A
3 4'X8' PICNIC TABLE	9999 NONE 124-003	NONE	GOOD	1231	F		A
4 4'X8' PICNIC TABLE	9999 NONE 124-004	NONE	GGOD	1231	F		A
5 4'X8' PICNIC TABLE	9999 NONE 124-005	NONE	GOOD	1231	F		A
6 4'X8' PICNIC TABLE	9999 NONE 124-006	NONE	GOOD	1231	F		A
7 4'X8' PICNIC TABLE	9999 NONE 124-007	NONE	GOOD	1231	F		A
8 CHILDRENS PICNIC TABLES	9999 NONE 124-008	NONE	GGOD	1231	F		A
9 CHILDRENS PICNIC TABLES	9999 NONE 124-009	NONE	GOOD	1231	F		A
10 CHILDRENS PICNIC TABLES	9999 NONE 124-010	NONE	GOOD	1231	F		A

JUSTIFICATION FOR TRANSFER:

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

PLEASE USE BLUE INK TO SIGN

The transfer is hereby approved
by the Purchasing Agent

MARTHA L. SALAZAR

PRINT NAME

Martha L Salazar

SIGNATURE

10-15-10

DATE

Contact Person transferring
item(s) out

JOEL RIVERA

PRINT NAME

Joel Rivera

SIGNATURE

10/15/2010

DATE

Person receiving Item(s)

Luis Lopez

PRINT NAME

Luis Lopez

SIGNATURE

10-18-10

DATE

Reviewed & Processed by FA
Division

Juan Alvarado

PRINT NAME

Juan Alvarado

SIGNATURE

10/18/10

DATE

FIXED ASSET DIVISION USE ONLY

FROM

TO

DEPT. NO.

DEPT. NO.

AMOUNT

AMOUNT

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

Initial

Date

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

EFFECTIVE DATE: 02/02/09

REVISED

		CONTRACT PRICING WORKSHEET For Standard Equipment Purchases		Contract No.:	VE03-06	Date Prepared:	10/27/2010
<i>This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC. The H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.</i>							
Buying Agency:	HIDALGO COUNTY PCT 1			Contractor:	CALDWELL COUNTRY CHEVROLET		
Contact Person:	JOE ESPINOSA			Prepared By:	AVERYT KNAPP		
Phone:	956-447-3775			Phone:	979-567-6116		
Fax:	956-447-8614			Fax:	979-567-0853		
Email:	JOSE.ESPINOZA@CO.HIDALGO.TX.US			Email:	AKNAPP@CALDWELLCOUNTRY.COM		
Product Code:	A27	Description:	2011 CHEVROLET 1500 SILVERADO CREWCAB CK10543				
A. Product Item Base Unit Price Per Contractor's H-GAC Contract:							26,456.00
B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable. (Note: Published Options are options which were submitted and priced in Contractor's bid.)							
Description		Cost	Description		Cost		
FOUR WHEEL DRIVE 4X4		3150	STREAMLIGHT SINGLE CAR CHARGER/SLV (4)				
LH SPOTLIGHT & LOCKING DIFFERENTIAL		INCL	UHF2150A HEADLIGHT FLASHER (4)				
SPECIAL TOOL BOX & HD GRILLE GUARD		INCL	VERTEX SUPER LED SPOLIT RED/BLUE (4)				
PANNIN ENFORCER (2), GUN RACK (2)			LINEAR 6 RED SYNC & LINZ 6 LED (4)				
8VSRP PARTITION (2)			BRACKET LINZ6 (4)				
PRO GARD DOUBLE WEAPON (2)			295SLSA6 SIREN/CNTRL SYSTEM (4)				
JOTTO CONSOLE (4), 12V POWER SUP(4)			Subtotal From Additional Sheet(s):				
KUSTOM SIGNAL RP-1 RADAR DUAL KBD (2)			Subtotal B:		3150		
C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary. (Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)							
Description		Cost	Description		Cost		
FLEET SAFETY QUOE 4415R 10-27 (4 VEHICLES)		1224	DOUBLE GUN RACK (2 VEHICLES)		INCL		
NERF BARS		INCL					
(2-RADAR & 2 PANNIN ENFORCER ONLY INCL)			Subtotal From Additional Sheet(s):				
			Subtotal C:		1224		
Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).				For this transaction the percentage is:		4%	
D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)							
Description		Cost	Description		Cost		
DELIVERY		INCL	GM WARRANTY 5YR/100,000 POWERTRAIN @ N/C		INCL		
EXTERIOR COLOR WHITE		INCL					
			Subtotal D:		0		
E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D)							30830
Quantity Ordered:	4	X Subtotal of A + B + C + D:	30830	= Subtotal E:	123320		
F. H-GAC Fee Calculation (From Current Fee Tables)							Subtotal F: 600
G. Trade-Ins / Other Allowances / Special Discounts							
Description		Cost	Description		Cost		
			Subtotal G:		0		
Delivery Date: 90-120 DAYS APPX				H. Total Purchase Price (E+F+G):		123920	

CONSTABLE CELESTINO AVILA JR.

CHIEF DEPUTY BLANCA L. SANCHEZ

CONSTABLE CLERK JUAN M. HERNANDEZ



HIDALGO COUNTY CONSTABLE DEPARTMENT PRECINCT 1

1902 JOE STEPHENS, SUITE 303, WESLACO, TX 78596

PHONE (956) 447-3775 * FAX (956) 447-8614

October 5, 2010

TO: Sergio Cruz, Director
Strategic Planning Division

FROM: Celestino Avila Jr. C.A.S.
Constable Pct. 1

REF: Vehicle Replacements

XC: Valde Guerra, Executive Officer
Raul Silguero Jr., Budget Officer
A.C. Cuellar, Pct. 1 Commissioner

Once again I respectfully request that you review the attached updated vehicle information. I have been requesting since 2007, when only four vehicles met the criteria for replacement. Our department now finds the need for replacing nine vehicles. I understand that there is still the issue of the budget constraints, but I ask that everything possible be done to replace all nine which are either in poor or inoperable condition and the other two that are 7 years old. I am requesting three (3) white in color, Ford F150, 4 doors, 4x4, short bed pickup trucks subject to availability through H-GAC Agreement and two (2) white Ford Crown Victoria Police Interceptor with push guard and prisoner security screen. I also request that the trucks be equipped with the following: toolboxes that go inside the bed area, push guards, side steps, and a tow hitch. I would also like to request four (4) white in color, Chevy Tahoes, with push guards, and sides steps, and two of them with prisoner security screens. I am further requesting that radars, mobile vision cameras (equivalent), laptop mounts, wig-wag and corner strobes lighting, and M-4 Patrol Rifles and shotgun racks be included in all nine vehicles.

Should you have any further questions please contact me at (956) 463-2199 or Chief Deputy Blanca Sanchez at ext. 1303 or 373-0172.

26 OCT 5 PM 1 42

BUDGET OFFICE

HIDALGO COUNTY

"The Texas Constable"

The Texas Constable is a member of an elite corps of cowboy-lawmen organized in 1823 by Stephen F. Austin. Unique individuals who hold Governor Commissions now and boast a proud heritage in civil and criminal law-enforcement.

HIDALGO COUNTY CONSTABLE PCT. 1

VEHICLE INFORMATION LOG 2010

Unit #	Asset #	Make	Year	Model	VIN Number	License	Mileage	Date	Condition (1)	Comments
102	36557	Ford	2001	Crown Victoria	2FAFP71W71X169622	809-180	134853	10-06-10	Good	9 years old
103	39220	Ford	2003	Crown Victoria	2FAFP71W43X158435	843-027	14557	10-06-10	Good	7 years old
104	45625	Ford	2006	Crown Victoria	2FAFP71W06X145055	226-794	71326	10-06-10	Fair	Problems w/motor
105	36559	Ford	2001	Crown Victoria	2FAFP71W01X169624	809-188	134853	10-06-10	Good	9 years old
106	45624	Ford	2006	Expedition	1FMPU15526LA67361	226-793	58427	10-06-10	Fair	Electrical problems
107	43897	Chevy	2002	* Trailblazer	1GNDJ3S722378717	7TB-C11	156708	10-06-10	Good	Transmission problems
108	42509	Ford	2005	Explorer	1FMZU62K65ZA27229	884-041	96600	10-06-10	Good	Totaled in accident
109	33900	Chevy	1998	Lumina	2G1WL52M6W9199299	770-040	161143	10-06-10	Good	Motor recall
110	42989	Ford	2005	F-150	1FTPW14595KC32195	885-481	42347	10-06-10	Fair	Engine replaced
111	42990	Ford	2005	F-150	1FTPW14575KC32194	885-480	86866	10-06-10	Fair	
118	32792	Chevy	1994	* Blazer	1GNEL18K4R432701	118-LFH	190378	10-06-10	Good	16 years old
119	48945	Dodge	1997	* Van	2B6HB21X3VK601899	LFR-720	128528	10-06-10	Good	13 years old
S055	41266	Ford	2003	F-150	2FTRN18WXC3B11718	860-678	123230	10-06-10	Good	7 years old
S052	48769	Ford	2009	F-150	1FTRW14899FA35531	103-4137	45392	10-06-10	Good	
S053	48764	Ford	2009	F-150	1FTRW14879FA35530	103-4150	24790	10-06-10	Good	
D028	48766	Ford	2009	F-150	1FTRW14829FA35533	103-4129	16366	10-06-10	Good	

(1) Vehicle Condition Legend: GOOD-FAIR-POOR

*Unmarked units

Updated 09-29-2010

AI-23798

21.E.2.

Salvage and Surplus of Property for the Purpose of Disposition thru Scrap Metal Contract and Auction
CC REGULAR

Date: 11/09/2010
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Constables

Information

CAPTION

Constable Precinct #4:

Pursuant to Texas Local Government Code, Chapter 263, Section 151, requesting approval of the following:

- a. Declaration as "salvage" for the purpose of destruction and sale of scrap metal through Hidalgo County Scrap Metal contractor, TDS Recycling Corp. (C-2010-024) the frame welded atop the existing/seized 2007 Progressive Trailer, with VIN IPGE44247P587829;
- b. Declaration as "surplus" the flat bed trailer described above/herein (minus the welded frame) for the purpose of disposition through the November 20, 2010 auction.

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Both actions will result in revenue for Hidalgo County.

Attachments

Link: [Back up](#)

Link: [Email](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	11/04/2010 08:54 AM	APRV
2	Budget & Management	Sylvia Solis	11/04/2010 09:05 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	11/05/2010 12:20 PM	APRV
4	Auditor's Office		11/05/2010 04:11 PM	NEW

Form Started By: Marty Salazar

Started On: 11/03/2010 03:05 PM

CAUSE NO. C-2696-10-D

THE STATE OF TEXAS

§

IN THE DISTRICT COURT OF

VS.

§

206TH JUDICIAL DISTRICT

**ONE (1) 2007 PROGRESSIVE TRAILER,
VIN #1P9GE44247P587829;
ONE (1) 1997 FREIGHTLINER,
VIN #1FUWHLBB1VL824459; and
TWENTY-TWO (22) MISCELLANEOUS WOODEN
FURNITURE AND TOY SETS;
MORE PARTICULARLY DESCRIBED HEREIN**

§

HIDALGO COUNTY, TEXAS

AGREED JUDGMENT

ON THIS date, came to be considered the above referenced cause wherein the State of Texas alleged that it had seized **ONE (1) 2007 PROGRESSIVE TRAILER, VIN #1P9GE44247P587829; ONE (1) 1997 FREIGHTLINER, VIN #1FUWHLBB1VL824459; and TWENTY-TWO (22) MISCELLANEOUS WOODEN FURNITURE AND TOY SETS; SIX (6) 4" X 8" PICNIC TABLES; THREE (3) CHILDREN'S PICNIC TABLES; ONE (1) RUSTIC WOOD SWINGS; ONE (1) BENCH; FOUR (4) SWING CHAIN BENCH; THREE (3) TABLE BENCH COMBOS; AND FOUR (4) CHILDREN'S SEE-SAWS**, and came the State of Texas by and through her Criminal District Attorney in and for Hidalgo County, Texas, and Respondent **RITA MARTINEZ dba R TRM EXPRESS; and MANUEL RIGOBERTO HERNANDEZ aka MANUEL RIGOBERTO RUTIAGA HERNANDEZ, UNITED STATES MARSHAL #75472279**, having filed an answer by and through his attorney of record, Honorable **SERGIO VALDEZ**.

The Plaintiff and Respondent **RITA MARTINEZ dba R TRM EXPRESS; and MANUEL RIGOBERTO HERNANDEZ aka MANUEL RIGOBERTO RUTIAGA HERNANDEZ, UNITED STATES MARSHAL #75472279** announced to the Court that the parties hereto agree that in lieu of a contested hearing an Agreed Judgment should be entered herein. The Court, after considering the pleading presented and that all parties had endorsed this Agreed Judgment, finds that the **ONE (1) 1997 FREIGHTLINER, VIN #1FUWHLBB1VL824459**, made the subject of this suit, shall be returned to Respondent **RITA MARTINEZ dba R TRM EXPRESS; and MANUEL RIGOBERTO HERNANDEZ aka MANUEL RIGOBERTO RUTIAGA HERNANDEZ, UNITED STATES MARSHAL #75472279**, by and through his attorney of record, Honorable **SERGIO VALDEZ**, and **ONE (1) 2007 PROGRESSIVE TRAILER, VIN #1P9GE44247P587829; and TWENTY-TWO (22) MISCELLANEOUS WOODEN FURNITURE AND TOY SETS; SIX (6) 4" X 8" PICNIC TABLES; THREE (3) CHILDREN'S PICNIC TABLES; ONE (1) RUSTIC WOOD SWINGS; ONE (1) BENCH; FOUR (4) SWING CHAIN BENCH; THREE (3) TABLE BENCH COMBOS; AND FOUR (4) CHILDREN'S SEE-SAWS**, shall be forfeited to the HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE and the **HIDALGO COUNTY CONSTABLE PRECINCT 4**.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the **ONE (1) 2007 PROGRESSIVE TRAILER, VIN #1P9GE44247P587829; ONE (1) 1997 FREIGHTLINER, VIN #1FUWHLBB1VL824459; and TWENTY-TWO (22) MISCELLANEOUS WOODEN FURNITURE AND TOY SETS; SIX (6) 4" X 8" PICNIC TABLES; THREE (3) CHILDREN'S PICNIC TABLES; ONE (1) RUSTIC WOOD SWINGS; ONE (1) BENCH; FOUR (4) SWING CHAIN BENCH; THREE (3) TABLE BENCH COMBOS; AND FOUR (4) CHILDREN'S SEE-SAWS**, IN UNITED STATES, made the subject of this suit and identified in the Plaintiff's Original Petition and Notice of Seizure and Intended Forfeiture filed herein, be

and the same are hereby disposed in the following manner pursuant to the agreement between the parties:

- (a) **ONE (1) 2007 PROGRESSIVE TRAILER, VIN #1P9GE44247P587829; and TWENTY-TWO (22) MISCELLANEOUS WOODEN FURNITURE AND TOY SETS; SIX (6) 4" X 8" PICNIC TABLES; THREE (3) CHILDREN'S PICNIC TABLES; ONE (1) RUSTIC WOOD SWINGS; ONE (1) BENCH; FOUR (4) SWING CHAIN BENCH; THREE (3) TABLE BENCH COMBOS; AND FOUR (4) CHILDREN'S SEE-SAWS,** is/are forfeited to the HIDALGO COUNTY CRIMINAL DISTRICT ATTORNEY and the **HIDALGO COUNTY CONSTABLE PRECINCT 4**, pursuant to the parties' local agreement;
- (b) **ONE (1) 1997 FREIGHTLINER, VIN #1FUWHLBB1VL824459,** shall be returned to Respondent **RITA MARTINEZ dba R TRM EXPRESS; and MANUEL RIGOBERTO HERNANDEZ aka MANUEL RIGOBERTO RUTIAGA HERNANDEZ, UNITED STATES MARSHAL #75472279**, by and through his attorney of record, Honorable **SERGIO VALDEZ**;

IT IS FURTHER ORDERED that the **ONE (1) 2007 PROGRESSIVE TRAILER, VIN #1P9GE44247P587829;** hereinafter referred to as the "subject vehicle"; the subject of this suit, be awarded to the **HIDALGO COUNTY CONSTABLE PRECINCT 4**, to be used for Law Enforcement purposes.

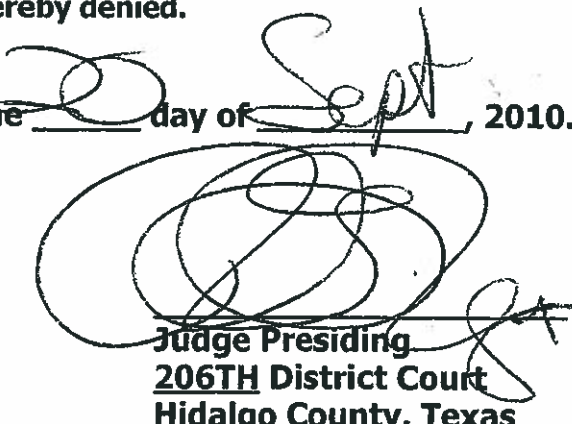
IT IS FURTHER ORDERED that the "subject vehicle" be released INSTANTER to the **HIDALGO COUNTY CONSTABLE PRECINCT 4**, and the State Department of Highway and Public Transportation is ordered to issue valid certificate of title to **HIDALGO COUNTY CONSTABLE PRECINCT 4** for the "subject vehicle".

IT IS FURTHER ORDERED that in the event the "subject vehicle" is to be sold at auction by the **HIDALGO COUNTY CONSTABLE PRECINCT 4** pursuant to the Texas Transportation Code and/or the Texas Code of Criminal Procedure, the State Department of Highway and Public Transportation is ordered to issue valid certificate of title to the PURCHASER of the "subject vehicle" subsequent to the sale at auction.

IT IS ALSO FURTHER ORDERED, ADJUDGED AND DECREED that the Court Costs be paid by the **HIDALGO COUNTY CONSTABLE PRECINCT 4**.

All relief not expressly granted is hereby denied.

SIGNED AND ENTERED on this the 20 **day of** Sept, 2010.


**Judge Presiding
206TH District Court
Hidalgo County, Texas**

Nielda Cavazos

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, November 04, 2010 8:39 AM
To: nielda.cavazos@co.hidalgo.tx.us
Subject: FW: Progressive Trailer
Attachments: Progressive Trailer.pdf

Importance: High

Nielda:

Please print both e-mail and attachment and place as back-up to AI #23789.

Thanks,

Marty

From: Juan [mailto:Juan.alvarado@co.hidalgo.tx.us]

Sent: Wednesday, November 03, 2010 3:48 PM

To: martha.salazar@co.hidalgo.tx.us

Cc: 'Agueda'; liza.lopez@co.hidalgo.tx.us

Subject: Progressive Trailer

Importance: High

Attach

Mrs. Salazar,

Imp

As per your request, the following information was obtained pertaining to the confiscated trailer.

Description: 2007 Progressive Trailer, VIN 1P9GE44247P587829

Approximate length = "42 feet"

Attached, please find a copy of the agreed judgment No C-2696-10-D.

Sincerely,

Juan M Alvarado

Assistant Fixed Asset Manager

Hidalgo County Purchasing Department

Fixed Asset Division

Sub

Imp

Attach

Mrs.

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AI-23784

21.F.1.

**Renovations to Old Admin Bldg -Bat Guano Assessment
CC REGULAR**

Date: 11/09/2010

Submitted By: Moises Salazar, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Sub-category:** Facilities Management

Information

CAPTION

a. Acceptance and approval to award a proposal received from Chemical Response & Remediation Contractors, Inc. (CRRC, Inc.) through Hidalgo County's membership/participation with TIPS (The Interlocal Purchasing System's awarded vendor) for the provision of labor and materials for project: "Hidalgo County -Bat Guano Assessment for the Hidalgo County Old Administration Building" in the total amount of \$7,435.00.(Project No. 10-020D-MSS)

b. Clarification to agenda request AI-23632 of October 26, 2010 for the rescision of previous award made for the project: "Hidalgo County -Asbestos Abatement Services with an option for Bat Guano Removal" inasmuch as request was to rescind the award for the Bat Guano Removal portion ONLY of the project awarded to Planet Air Solutions.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: 0-1336-419-00-115-073-0-452

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance of \$351,474.37 as of 11/5/10.

Attachments

Link: [AI 23632 -Rescind previous Award](#)

Link: [CRRC Quote](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/04/2010 08:32 AM	APRV
2	Budget & Management	Sylvia Solis	11/04/2010 08:41 AM	APRV
3	Olga Garza	Olga Garza	11/05/2010 12:16 PM	APRV
4	Auditor's Office		11/05/2010 04:11 PM	NEW

Form Started By: Moises Salazar Started On: 11/03/2010 01:42 PM

AI-23632

27.A.4.

**Rescind award of Bat Guano Removal for Old Admin Bldg
CC REGULAR**

Date: 10/26/2010

Submitted By: Moises Salazar, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Sub-category: Hidalgo County

Information

CAPTION

Requesting rescission of action taken by CC 2-02-10 on Agenda Item AI-19669-
for: "Hidalgo County -Asbestos Abatement Services with an Option for Bat Guano
Removal for the Hidalgo County Old Administration Building" inasmuch as awarded
vendor failed to provide & comply with Hidalgo County Insurance Requirements.

BACKGROUND

Will seek a proposal from an awarded Co-op and/or TX-MAS vendor for the Bat Guano
Assessment and Removal.

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: 0-1336-419-00-115-073-0-452

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

CO,2006-ADM BLDG-100 E CANO-BLDG ADD&REN---available funds as of
10/22/10.00 rc

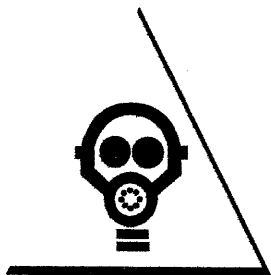
Attachments

Link: [Award Agenda](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/22/2010 02:07 PM	APRV
2	Budget & Management	Sylvia Solis	10/22/2010 02:12 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	10/22/2010 02:49 PM	APRV
4	Auditor's Office		10/22/2010 05:15 PM	PEND

Form Started By: Moises Salazar
Started On: 10/22/2010 11:40 AM
Final Approval Date: 10/22/2010



Chemical Response & Remediation Contractors, Inc.

P.O. Box 2686

Harlingen, Texas 78551

Office (956) 365-4252

Facsimile (956) 365-4412

24 Hour Emergency Response (866) 4ER-CRRC

October 27, 2010

Mr. Moises Salazar, Buyer II
Hidalgo County Purchasing Department
2802 S. Business Hwy 281
Edinburg, TX 78539
(956) 318-2626 (O)
(956) 318-2629 (F)
moises.salazar@co.hidalgo.tx.us

Re: Bat Guano Assessment & Removal
Old Administration Building
100 East Cano
Edinburg, TX 78539
CRRC Proposal No: 10-10-4767 (Revision 1)

Dear Mr. Salazar:

Chemical Response & Remediation Contractors, Inc. (herein after referred to as "Chemical Response" or "CRRC") is pleased to provide the following proposal for bat guano assessment services to **Hidalgo County** (herein after referred to as "Client") for the above referenced project using the rates approved under CRRC TIPS/TAPS Contract No. 2052810.

SCOPE OF WORK

The project is proposed in the following two (2) Phases:

PHASE I – Base Assessment

CRRC will provide a Hazardous Material Consultant, Foreman and Technician to investigate the localization of the bat guano in the following two (2) locations:

Roof top exhaust system – Northwest Corner

CRRC's project approach consists of five (5) tasks: **first**, CRRC will remove and reinstall the exhaust fan and connecting ductwork up to the north and west walls; **second**, a 36 inch long boroscope will be used to look into the ductwork; **third**, alternate methods such as smoke test maybe used to determine the extent of the ductwork; **fourth**, affected areas would be noted to best quantify the remedial scope of work, and **fifth**, prepare a report summarizing the findings.

Alternate Confined Space Entry – Roof top exhaust system

If confined space entry is required for the roof top system including repelling of personnel, CRRC's project approach consists of three (3) tasks: first, a two man repelling team with a two man backup team, second, install tripod personnel support system over the exhaust fan; and third, send a man in proper personal protective equipment (PPE) to survey and photo document the interior chamber.

Atrium – Northern Section

CRRC's project approach consists of five (5) tasks: **first**, CRRC will remove and reinstall the west side vertical end panels to access the above atrium area; **second**, CRRC personnel will enter the chamber and conduct an assessment of the affected areas; and **third**, prepare a report summarizing the findings.

PHASE II – Environmental Cleaning & Removal

CRRC will provide after a the completion of Phase 1 with a better defined scope of work

FEE SCHEDULE

CRRC proposes to carry out the above services as presented below:

Phase I Base (3 days) \$4,860.00

Phase I Base with Alternate (4 days) \$7,435.00

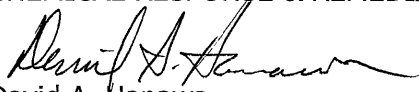
TERMS AND CONDITIONS

CRRC is prepared to schedule this project as soon as possible.

Should this proposal meet with your approval, please sign and return the enclosed agreement or issue a purchase order.

Sincerely,

CHEMICAL RESPONSE & REMEDIATION CONTRACTORS, INC.


David A. Hanawa
President

By signature below, the Client, hereby accepts the above proposal and agrees to all of the terms, conditions and exhibits referred to and incorporated therein:

Accepted by:

Hidalgo County Purchasing Department
(Customer Name)

BY: _____
(Signature)

NAME: _____
Moises Salazar

TITLE: _____
Buyer II

ADDRESS: _____
2802 S. Business Hwy 281

CITY, STATE, ZIP _____
Edinburg, TX 78550

TELEPHONE _____
(956) 318-2626

FACSIMILE _____
(956) 318-4863

DATE: _____

Accepted by:

**Chemical Response
& Remediation Contractors, Inc.**

BY: _____


David A. Hanawa

President

P.O. Box 2686

Harlingen, Texas 78551

(956) 365-4252 (O)

(956) 365-4412 (F)

Alt. Contact: Juan Cadenas

Check if applicable.

☐ All Terms and Conditions agreed to in the contract previously executed between Chemical Response & Remediation Contractors, Inc. and the Client apply to this proposal (Contract Number _____ dated _____). This proposal constitutes an authorized work order.

☒ The following terms and conditions (2 pages) apply to this proposal.

CHEMICAL RESPONSE & REMEDIATION CONTRACTORS, INC.
CONTRACT TERMS AND CONDITIONS

1. **Services to be Performed.** Chemical Response hereby agrees to act as environmental services Contractor and to furnish all labor, materials, equipment and subcontracted items reasonably necessary to complete the Work described in the attached proposal. Chemical Response and Client may make changes in the Work to be performed hereunder from time to time by written modifications signed by both parties.
2. **Invoicing and Payment.** Unless otherwise specified in the proposal, invoicing and payment shall be as follows:
 - a. **Progress payments.** Chemical Response may at its option submit periodic itemized invoices for charges accrued for work performed under the proposal, less prior payments received; provided, however, it shall not submit such invoices more frequently than daily. For Lump Sum Work, the amount due under each Progress or Final invoice shall be the percentage of such work completed times the lump sum price.
 - b. **Final Invoice.** After the work under an Order is completed and all charges for the associated subcontracts, vendor items, and reimbursable have been received by Chemical Response. Chemical Response shall issue a final invoice setting forth the total amount due for the work less prior payments received.
 - c. **Payment.** Payment is due under each progress or final invoice upon receipt. Interest shall accrue on payments not received within thirty (30) days at the lesser of (i) the maximum lawful interest rate or (ii) one and one-half percent (1½%) per month, or eighteen percent (18%) per annum. Chemical Response reserves the right to withhold delivery of reports and other project documentation pending receipt of payment.
3. **Responsibility for Payment.** Client agrees to make payment to Chemical Response for services rendered hereunder in the amounts and on the terms specified above and in the proposal, regardless of whether Client or another person or entity is legally responsible for remediation or abatement of the environmental conditions involved and regardless of whether Client is entitled to reimbursement for such costs from his or from some other person's or entity's insurance carrier.
4. **Termination for Non-Payment.** In the event Client fails to make any payment when due under this Contract, Chemical Response may stop work and, may, at its option, terminate this Contract for non-payment and seek recovery of its damages from Client.
5. **Information and Authorization.** Client represents and warrants that it has furnished Chemical Response with all pertinent data and information concerning the work to be performed hereunder, the nature of Client's premises or site and the nature of the conditions to be remediated, including any special hazards or risks involved with such work, premises, site or conditions. All such information furnished is contained or referenced in the proposal.
6. **Permits, Access to Real Estate.** Client shall be responsible to secure any and all easements, licenses, rights of way, or other interests in real property necessary for Chemical Response to perform the Work. Client shall procure any and all applicable federal, state or local approvals, consents, permits, licenses and orders needed to enable Chemical Response to perform the work contemplated hereby.
7. **Compliance With Environmental Laws.** Client hereby warrants that all material, substances, or waste to be stored, treated and/or disposed of under this Contract is the sole and exclusive property of Client or other third party. Client further warrants that it is not subject to any legal or equitable restraint or order which prohibits the treatment, storage and/or disposal of such waste by any transporter or disposal facility.
 - a. Client shall be solely responsible for the storage, handling, transportation, treatment, processing, and disposal of any wastes, pollutants, or contaminants that are the subject of this

Contract and for full compliance with provisions of the Resource Conservation and Recovery Act, as amended ("RCRA") and all other applicable federal, state, or local laws, statutes, or regulations governing the treatment, transportation, storage, or disposal of waste or material.

b. The parties hereto agree that Chemical Response is not and shall not be considered (i) the owner of material, substances, or wastes noted in the Proposal; (ii) the operator of a waste management facility; (iii) the generator, storer, or disposer of hazardous or solid waste; (iv) to have arranged for the transportation or disposal of any wastes, pollutants, or contaminants by virtue of the performance of this Contract or anything contained herein, as those terms are used in RCRA, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, or any other federal or state statute or regulation governing the treatment, transportation, storage, or disposal of materials or wastes.

c. In the event that Client requests Chemical Response's assistance in meeting Client's obligations as set forth herein, Chemical Response as requested by Client may (i) collect samples and perform analytical testing to assist Client in the characterization of waste for the purpose of Client's manifests; (ii) identify a number of potential transporters and disposal facilities from which Client may select in accomplishing the transportation and disposal of collected waste; (iii) draft the technical provisions of contracts or purchase orders and prepare manifests implementing Client's selection of a transporter and/or disposal facility for review and execution solely by Client.

8. **Indemnity.** Each party hereto agrees to indemnify, defend and hold harmless the other party hereto and the other party's shareholders, directors, officers, employees and agents, from and against any and all claims, demands, causes of action and liabilities of any nature, whether for damages to property, business interests, or persons or for death, arising out of or related to the performance of this Contract and/or the conditions to which this Contract pertains, to the extent that any such claim, demand, cause of action and/or liability is attributable to the breach of contract, negligence, or other fault of the indemnifying party.
9. **Entire Agreement.** The properly accepted Proposal, the Attachments, these Terms and Conditions, and the Exhibits thereto comprise the complete Contract of the parties respecting the services to be performed. No engagements, promises, representations, or warranties have been made by either party except as is expressly stated in the Proposal and its Exhibits, and the parties hereby expressly disclaim all implied warranties. All modifications to this Contract shall be in writing, signed by both parties hereto.
10. **Venue.** The parties stipulate and agree that this Contract is entered into in Cameron County, Texas, and all payments due hereunder are due in Cameron County, Texas, and that venue to bring any proceeding for the enforcement hereof is proper in Cameron County, Texas.
11. **Arbitration.** Any controversy or claim arising out of or relating to this Contract or the breach hereof shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.
12. **Attorney's Fees.** The prevailing party in any arbitration proceeding or litigation brought to enforce the provisions of this contract shall, in addition to such other relief as may be awarded, be entitled to recover its reasonable attorney's fees and costs of suit from the non-prevailing party.

- **End of Terms and Conditions**

Phase 1 - Base Assessment			
DESCRIPTION	Unit Cost	QTY	TOTAL
PERSONNEL			
HazMat Consultant (per hour)	\$80.00	16	\$1,280.00
HazMat Foreman (per hour)	\$60.00	16	\$960.00
HazMat Technician (per hour)	\$50.00	16	\$800.00
Electrical or HVAC skilled labor (per hour)	\$80.00	8	\$640.00
Electrical or HVAC helper (per hour)	\$40.00	8	\$320.00
EQUIPMENT			
Light Truck per day plus fuel	\$65.00	3	\$195.00
Super Duty Crew Cab Truck per day plus fuel	\$95.00	3	\$285.00
Fuel per day	\$30.00	6	\$180.00
Multi-Rae 4 Gas Monitor with PID (per 8 hour shift)	\$100.00	2	\$200.00
TOTAL			\$4,860.00

Standard Hours (Monday through Friday) 8AM to 5PM

Lodging, Per Diem charged at Federal General Services Administration (GSA) Schedule

All other equipment, materials and supplies will be charged at cost plus 15%

Mob/Demob and Standby Charges negotiated on a project by project basis.

Phase 1 - Base Assessment With Alternate Confined Space Entry			
DESCRIPTION	Unit Cost	QTY	TOTAL
PERSONNEL			
HazMat Consultant (per hour)	\$80.00	16	\$1,280.00
HazMat Foreman (per hour)	\$60.00	24	\$1,440.00
HazMat Technician (per hour)	\$50.00	48	\$2,400.00
Electrical or HVAC skilled labor (per hour)	\$80.00	8	\$640.00
Electrical or HVAC helper (per hour)	\$40.00	8	\$320.00
EQUIPMENT			
Light Truck per day plus fuel	\$65.00	4	\$260.00
Super Duty Crew Cab Truck per day plus fuel	\$95.00	4	\$380.00
Fuel per day	\$30.00	8	\$240.00
Tripod and Safety Harnesses	\$275.00	1	\$275.00
Multi-Rae 4 Gas Monitor with PID (per 8 hour shift)	\$100.00	2	\$200.00
TOTAL			\$7,435.00

Standard Hours (Monday through Friday) 8AM to 5PM

Lodging, Per Diem charged at Federal General Services Administration (GSA) Schedule

All other equipment, materials and supplies will be charged at cost plus 15%

Mob/Demob and Standby Charges negotiated on a project by project basis.

AI-23882

21.F.2.

**Purchase and Installation of Rest Room partitions for Old Administration
Renovations 3rd Floor
CC REGULAR**

Date: 11/09/2010
Submitted By: Moises Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Facilities Management

Information

CAPTION

Presentation of proposal received for the purposes of award to CAS Companies, Inc., awarded JOC vendor thru TCPN (Contract #R-5004) in the amount of \$_____ for "Purchase and Installation of Rest Room Partition for Renovations to Old Administration Bldg- 3rd Floor". (Project #2010-020E-MSS)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1336-419-40-220-043-0-452
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Renovations to Old Admin 3rd Floor

Attachments

Link: [Proj Request Form](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/05/2010 04:09 PM	APRV
1	Purchasing Department	Marty Salazar	11/05/2010 04:09 PM	APRV
2	Budget & Management		11/05/2010 04:11 PM	NEW
2	Budget & Management		11/05/2010 04:11 PM	NEW

Form Started By: Moises Salazar Started On: 11/05/2010 03:11 PM
Final Approval Date: 11/05/2010



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 oscar.garza@co.hidalgo.tx.us (Requests will be processed on a first come, first basis)

Request Date: 11-05-10	
Department: HIDALGO COUNTY FACILITIES MANAGEMENT	
Name of Approving Elected Official/Department Head/Supervisor:	
Point of Contact: RICHARD SUNDAY	Contact Phone Number: 956-289-7850 Contact Fax Number:
Contact E-Mail RICHARD.SUNDAY@CO.HIDALGO.TX.US	
Budget Account Number: 0-1336-419-40-220-043-0-452	
Signature of Approving Elected Official/Department Head/Supervisor: <i>Richard Sunday</i>	
Estimated Date Goods/Services are required: <i>FOR BOY CAZARES DA'S OFFICE, NEED PARTITIONS INSTALLED BY 24 NOV. 2010</i>	
Goods/Services Description: (Please provide detailed information (specifications) of the Goods/Services being requested) use additional sheets if required. INSTALLATION OF SOLID PLASTIC PARTIONS FOR THE 3RD.FLOOR RENOVATION PROJECT AT THE OLD ADMIN.BUILDING	
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>	

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

Date: 11/09/2010

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

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. Presentation of the scoring grid of the nominated firms (at least three (3) architectural firms) from the County's approved pool for the purposes of ranking by CC for the provision of professional "Owner's Designated Representative" services in connection with the design and construction of Hidalgo County Sheriff's Office Sub-station located in Precinct #1;

Nominated firms: Score

1. Alcocer-Garcia & Associates-_____;

2. Milnet-----_____:

3. MVG (Mata-Villarreal-Garcia)-_____;

4. Negrete-Kolar-----_____;

c. Authority for the Purchasing Department to negotiate a professional services contract with the number one (1) ranked architectural firm of _____ for the provision of "Owner's Designated Representative" services in connection with the design and construction of Hidalgo County Sheriff's Office East-side Sub-station located in

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 11-5-10 \$2,495,561.86.

FISCAL YEAR: 2010

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

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance as of 11-5-10 \$1,275,000.00.

Attachments

Link: [AIA](#)

Link: [architects](#)

Link: [pool](#)

Link: [email](#)

Link: [Grid](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	11/04/2010 01:34 PM	APRV
2	Manuel Chapa	Monica Badillo	11/04/2010 03:41 PM	APRV
3	Purchasing Department	Marty Salazar	11/05/2010 10:28 AM	APRV
4	Manuel Chapa	Manuel Chapa	11/05/2010 03:07 PM	APRV
5	Auditor's Office		11/05/2010 04:11 PM	NEW

Form Started By: Monica Badillo

Started On: 11/04/2010 01:21 PM

Final Approval Date: 11/05/2010

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**

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:

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 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

§ 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.

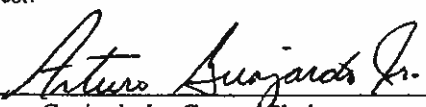
This Agreement entered into as of the day and year first written above.

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

Approved as to form
Atlas & Hall, LLP

By: 

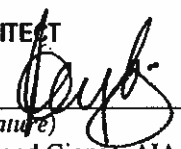
Attest:


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
PRINCE. W. A. A.
(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.

HIDALGO COUNTY PURCHASING DEPARTMENT

[illegible]

DESCRIPTION OF RFQ: "ARCHITECTURAL SERVICES-HIDALGO COUNTY"	RFQ NO: 2010-015-01-13-MEG
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DESCRIPTION OF RFQ: "ARCHITECTURAL SERVICES-HIDALGO COUNTY"	RFQ NO: 2010-015-01-13-MEG
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RFQ ACCEPTANCE DATE: JANUARY 13, 2010	ACCPTANCE OPENING TIME: 9:30 A.M.
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RFQ ACCEPTANCE DATE: JANUARY 13, 2010	ACCPTANCE OPENING TIME: 9:30 A.M.
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PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: FEBRUARY 10, 2010 THROUGH FEBRUARY 9, 2011

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#6	Milnet Architectural Services 608 S. 12 th Street McAllen, TX 78501 Attn: Rodolfo R. Molina Jr., AIA, Principal (956) 688-5656 Fax: (956) 687-9289 milnet@swbell.net		×	×	×	×	×		×	×		×	×	
#7	Megamorphosis/T. Howard & Associates 1409 N. Stuart Place Rd Ste D Harlingen, Texas 78552 p 956-428-1779 f 956-425-5886 mega@megamorphosisdesign.net			×	×	×	×		×	×	×			
#8	Rike Ogden Figueroa 1007 Walnut Avenue McAllen, Texas 78501 p 956-686-7771 f 956-687-3433 luis@rofainc.com		×	×	×	×		×	×	×			×	
#9	ERO International, LLP 300 South 8 th Street Mc Allen, TX 78501 Attn: Eli R. Ochoa, PE, AIA (956) 661-0400 Fax: (956) 661-0401 eochoa@eroarchitects.com WEB: www.eroarchitects.com	×	×	×	×	×	×	×	×	×	×	×	×	×
#10	V-A ARCHITECTS Reynaldo Vargas, Architect, Inc. 2029 Industrial Drive Mc Allen, TX 78504 Attn: Reynaldo Vargas, AIA, Architect/President (956) 631-2242 Fax: (956) 686-7916 v-aarchitecture@att.net	×	×	×	×	×	×	×	×	×	×	×	×	×
#11	AMTECH Building Sciences, Inc. 2403 N. 10 th St. Suite B-PMB 220 McAllen, TX 78501 (956) 686-7070 Fax: (956) 686-2233 mida@architectos.com	×	×		×		×		×	×			×	
#12	Gomez Mendez Saenz, Inc. 1150 Paredes Line Road Brownsville, TX 78521 Attn: Rudy V. Gomez, AIA, AICP, President Ph.: (956) 546-0110 Fax: (956) 546-0196 rudyg.gms@bizrgv.rr.com susana.gms@bizrgv.rr.com		×	×	×	×	×		×	×	×	×	×	×
#13	Mata-Villarreal-Garcia Design LLP 1314 W Ivy Ave. Mc Allen, TX 78501 (956) 631-1945 Fax: (956) 631-1968 fwhite@mygdesign.us			×	×	×		×		×	×	×	×	

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@hidalgo.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@hidalgo.org]

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

To: 'Martha Salazar'

Cc: sheriff.trevino@hidalgo.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@hidalgo.org

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

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

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

To: Anacleto.Martinez@hidalgo.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@hidalgo.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@hidalgo.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/>

EVALUATION CRITERIA	GRADERS																		
	MILNET			MVG			NEGRETE & KOLAR			GIGNAC *current architect for this project			VA			Alocer Garcia Associates			
	1.	2.	3.	1.	2.	3.	1.	2.	3.	1.	2.	3.	1.	2.	3.	1.	2.	3.	
1.FIRMS QUALIFICATIONS: a. Licenses, Certificates, Registrations etc. (Prof Architect Register in State of Texas)	✓			✓			✓						✓			✓			
2. FIRMS EXPERIENCE IN JAIL PROJECT a. Provides Firms years of experience		19 yrs			25 YRS			20 YRS						26 YRS			30 YRS		
b. How many project associated with Jails have they done.		1			7			3						4			1		
3. AVAILABILITY/ EXPERIENCE: a. AIA experience (c.i. General Building Design & Construction, plans, drawings, specifications, structural planning & designs)			✓			✓					✓					✓			✓