

AI-23927

10.B.

**Authorize Executive Officer Insurance Policies for 2011
CC REGULAR**

Date: 11/16/2010
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE
Agenda Category: Comm. Court Executive Office

Information

CAPTION

1. Approval to authorize Executive Officer to sign Liability Insurance Policies and related documents for year 2011
2. Notification to Commissioners' Court of County Clerk and District Clerk signatures on Insurance Policies

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/10/2010 04:45 PM	APRV
2	Erika Zamora	Erika Zamora	11/12/2010 04:07 PM	APRV
3	Auditor's Office		11/12/2010 04:52 PM	NEW

Form Started By: Monica Badillo
Started On: 11/10/2010 01:36 PM
Final Approval Date: 11/12/2010

AI-23955

10.C.

use of county (courthouse) facilities

CC REGULAR

Date: 11/16/2010
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Submitted For: Robert Calvillo
Department: EXECUTIVE OFFICE
Agenda Category: Comm. Court Executive Office

Information

CAPTION

Request by Affordable Homes of South Texas, Inc. to use the courthouse grounds for Press Conference to be held on Tuesday, December 07, 2010 at 9am

BACKGROUND

Robert Calvillo, Executive Director

Insurance liability has been provided.

Fiscal Impact

Attachments

Link: [request](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/12/2010 08:05 AM	APRV
2	Erika Zamora	Erika Zamora	11/12/2010 02:33 PM	APRV
3	Auditor's Office	Linda Fong	11/12/2010 04:52 PM	APRV
4	Purchasing Department		11/12/2010 04:52 PM	NEW

Form Started By: Monica Badillo
Started On: 11/11/2010 09:26 PM

Final Approval Date: 11/12/2010

Monica Badillo

From: Jaime Ortiz [jortiz126@hotmail.com]
Sent: Thursday, November 04, 2010 11:55 AM
To: Karina Cardoza; public.info@co.hidalgo.tx.us; Monica Badillo; Monica Badillo
Subject: RE: Use of Public Area County of Hidalgo Court House
Importance: High

Karina:

Sorry just realized the proposed event date is Tuesday, December 7, 2010 @ 9:00 a.m..

I was either looking at a wrong calendar or the fingers typed it wrong.

Sorry for any confusion.

Thanks,

Jaime Ortiz
956.369.1831

From: karina.cardoza@co.hidalgo.tx.us
To: jortiz126@hotmail.com
Subject: RE: Use of Public Area County of Hidalgo Court House
Date: Tue, 2 Nov 2010 08:57:44 -0600

Thank you!

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

Follow

Us on



Facebook

From: Jaime Ortiz [mailto:jortiz126@hotmail.com]
Sent: Monday, November 01, 2010 3:42 PM
To: Karina Cardoza
Subject: RE: Use of Public Area County of Hidalgo Court House

Karina:

I thought i resent this to you, but here it is again. Attached is the doc, and below is Mr Cavillos info:

11/12/2010

Robert ("Bobby") Calvillo, Executive Director
Affordable Homes of South Texas, Inc.
1420 Erie Ave. McAllen, Texas 78501
t 956.687.6263 f 956.682.9751
www.ahsti.org
www.thehomebuyersfair.org

jaime

From: karina.cardoza@co.hidalgo.tx.us
To: jortiz126@hotmail.com
Subject: RE: Use of Public Area County of Hidalgo Court House
Date: Mon, 1 Nov 2010 14:27:45 -0600

Hi Jaime,
The GL was not attached. Can you please resend? Or have Mr. Calvillo?

Thank you!

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

Follow

Us on



Facebook

From: Jaime Ortiz [<mailto:jortiz126@hotmail.com>]
Sent: Monday, November 01, 2010 1:51 PM
To: public.info@co.hidalgo.tx.us
Subject: Use of Public Area County of Hidalgo Court House
Importance: High

Karina:

Attached please find the general liability of insurance for Affordable Homes of South Texas.

As mentioned previously they are the lead agency organizing the event.

The purpose of the event is to hold a Press Conference regarding the dangers, effects and what to do if you have been a victim of Lone Scams.

The Press Conference date is proposed for December 4, 2010 at 9 a.m., at the area of the Court House.

Thank you in advance for your assistance and should you have any questions please contact Mr Robert Calvillo at Affordable Homes of South Texas Inc. at the following:

Robert Calvillo

11/12/2010



MID-CONTINENT CASUALTY COMPANY

P. O. Box 1409 Tulsa, Oklahoma 74101
COMMERCIAL GENERAL LIABILITY POLICY
DECLARATION

AUG 25 2010

Policy No.	04-GL-000804543
Renewal of	04-GL-000771391

Named Insured and Mailing Address

MCALLEN AFFORDABLE HOMES INC
SEE NAMED INSURED ENDORSEMENT
1420 ERIE AVE
MCALLEN TX 78501

Agent Name and Mailing Address

CARLISLE INS/CORPUS CHRIS 42-0908
500 N. WATER, #900
CORPUS CHRISTI TX 78471

POLICY PERIOD: FROM 10/13/2010 TO 10/13/2011 at 12:01 A.M. Standard Time at your mailing address shown above

THE NAMED INSURED IS CORPORATION

BUSINESS DESCRIPTION: BUILDER OF SINGLE FAMILY DWELLINGS

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
COMMERCIAL GENERAL LIABILITY COVERAGE PART	\$ <u>11,763.00</u>
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART	\$ <u> </u>
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART	\$ <u> </u>
RAILROAD PROTECTIVE LIABILITY COVERAGE PART	\$ <u> </u>
SURCHARGE / TAXES (if applicable)	\$ <u> </u>
TOTAL	\$ <u>11,763.00</u>

REPORTING BASIS: ANNUAL

Form(s) and Endorsement(s) made a part of this policy at this time*: See Attached Schedule- MI 9027

*Omits applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations.

Countersigned at: CORPUS CHRISTI TX
Date: 08/10/2010

By


Authorized Representative

ML 14 87 (04 03)

INSURED COPY

Page 1 of 1

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

COMMERCIAL GENERAL LIABILITY COVERAGE PART

DECLARATION

Policy No. 04-GL-000804543

Effective Date: 10/13/2010 **
12:01 A.M. Standard Time

LIMITS OF INSURANCE		
General Aggregate Limit (Other Than Products - Completed Operations)	\$	2,000,000
Products-Completed Operations Aggregate Limit	\$	2,000,000
Personal and Advertising Injury Limit	\$	1,000,000
Each Occurrence Limit	\$	1,000,000
Damage to Premises Rented To You	\$	100,000
Medical Expense Limit	\$	EXCLUDED
		Any One Premises
		Any One Person

BUSINESS DESCRIPTION AND LOCATION OF PREMISES

Form of Business: CORPORATION

Business Description*: BUILDER OF SINGLE FAMILY DWELLINGS

Location of All Premises You Own, Rent or Occupy:
SEE ATTACHED LOCATION SCHEDULE

PREMIUM

Location Classification	Code No.	Premium Basis		Rate		Advance Premium	
		A)Area P)Payroll S)Gross Sales M)Admissions	C)Cost U)Per Unit T)Sec Desc	Pr/Co	All Other	Pr/Co	All Other
SEE ATTACHED SCHEDULE							

Minimum Premiums

All Other \$350

Pr/Co \$547

Policywriting \$100

Total Advance Premium \$ 1,274. \$ 10,489.

FORMS AND ENDORSEMENTS (other than applicable Forms and Endorsements shown elsewhere in the policy)

Forms and Endorsements applying to the Coverage Part and made part of this policy at time of issue:

*Information omitted if shown elsewhere in the policy.

**Inclusion of date optional.

These declarations are part of the policy declarations containing the name of the insured and the policy period.

AI-23957

11.A.

Title IV-E Child Welfare Services County Legal Services Contract (s)
CC REGULAR

Date: 11/16/2010
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Submitted For: Roy Cazares,
Department: BUDGET & MANAGEMENT
Agenda Category: District Attorney

Information

CAPTION

TITLE IV-E

1. Approval of the Title IV-E Child Welfare Services Contract #23381025.
2. Approval of the State of Texas Title IV-E County Legal Services Contract #23381024.
3. Approval of certifications regarding Lobbying; Drug-Free Workplace; and Anti-Trust.
4. Approval for County Judge to sign the required documents.

BACKGROUND

Fiscal Impact

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

ACCT. #: various accts
MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

(0-1100-334-00-360-001-0-000 & 0-1100-334-00-080-001-0-000)

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: [Letter](#)
Link: [Title IV-E \(Legal\) Contract](#)
Link: [Title IV-E \(Child Welfare\) Contract](#)
Link: [Certifications](#)
Link: [Signature Form](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	11/12/2010 04:06 PM	APRV
2	Budget & Management	Erika Zamora	11/12/2010 04:14 PM	APRV

3	Rosalinda Cantu	Rosie Cantu	11/12/2010 04:49 PM	APRV
4	Auditor's Office		11/12/2010 04:52 PM	NEW

Form Started By: Sylvia Solis

Started On: 11/12/2010 07:50 AM

Final Approval Date: 11/12/2010



TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES

COMMISSIONER
Anne Heiligenstein

September 24, 2010

Hon. Rene Ramirez
Hidalgo County Judge
2808 S. Business Hwy. 281
Edinburg, TX 78539

RE: Title IV-E County Legal Services & Child Welfare Maintenance
Contract #23381024 & 23381025

Hon. Judge Ramirez:

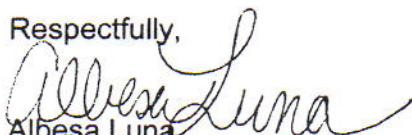
This letter will serve as a reminder that your Title IV-E County contracts, effective October 1, 2009 through September 30, 2010, will automatically renew for the next twelve-month period.

If you wish to continue contracting with DFPS and, if there are no changes to the fiscal year 2010 budget currently in effect, the FY2010 budget will remain in effect through FY2011. If there are changes to the budget, please complete Form 2030IVE for each contract and return it with the other renewal documents. If, however, you do not wish to continue contracting with DFPS, please contact me immediately.

The renewal documents needed are: Form 4733GOV, Form 2031, and Form 9007ICC (one for both contracts) if there are no changes to the ICSQ you submitted in FY 2008. These forms, as well as the budget forms, have been sent to the contact person in your county auditor's office, to complete. If you have any questions regarding the completion of these forms or any part of the renewal process, please feel free to contact me at (956) 316-8270.

We value your continued partnership in service to the children of Texas and thank you in advance for your efforts.

Respectfully,


Albesa Luna
Contract Specialist

**Budget for Title IV-E
County Legal Services Contract**

Budget Narrative	
County:	Hidalgo County
Contract Number:	23381024
Budget Effective Date:	10/01/2010 - 09/30/2011
Clearly describe each expense to be incurred and billed to this contract, including justification for expense. Refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp	
A. Administration	
<u>A.1. Direct Personnel Salaries</u>	
Salaries of employees that will be working on Title IV E files	
<u>A.2. Direct Personnel Fringe Benefits</u>	
Fringe Benefits for employees that will be working on Title IV E files	
<u>A.3. Direct Personnel Travel</u>	
Assistant District Attorneys travel allowance given to be able to visit victim, police agencies, and CPS Office if need be.	
<u>A.4. Direct Materials and Supplies</u>	
Need to purchase special folders for Title IV E paperwork and also need to purchase the everyday needed materials (paper, pens, toners, etc...)	
<u>A.5. Direct Equipment</u>	
No equipment needed at this time.	
<u>A.6. Direct Other Costs</u>	
Books such as family code, civil procedures code and penal code. Telephones and Court Cost for citations when need to be served on family members or out of county witnesses and also to pay for court transcription of the record if needed to prepare for removal of child or any other court hearing relating to Title IV E.	
B. Training	
<u>B.1. Title IV-E Training (75%)</u>	
<u>B.2. Title IV-E Fostering Connections Training (65%)</u>	
Our office does not participate in fostering connections training.	
<u>B.3. Non-Title IV-E Training (50%)</u>	

**Budget for Title IV-E
County Legal Services Contract**

Prosecutors need continuing hours (CLE).

C. Indirect Costs (if applicable)

Our office is currently spending close to \$40,000.00 annually on citations by publication and would like to get reimbursed to said expenses.

**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	\$81,268.00	\$0.00	\$81,268.00
A.2. Direct Personnel Fringe Benefits	\$25,306.00	\$0.00	\$25,306.00
A.3. Direct Personnel Travel	\$0.00	\$0.00	\$0.00
A.4. Direct Materials and Supplies	\$0.00	\$0.00	\$0.00
A.5. Direct Equipment	\$0.00	\$0.00	\$0.00
A.6. Direct Other Costs	\$5,200.00	\$0.00	\$5,200.00
Total Administration	\$111,774.00	\$0.00	\$111,774.00
B. Training			
B.1. Title IV-E Training (75%)	\$0.00	\$0.00	\$0.00
B.2. Title IV-E Fostering Connections Training (65%)	\$0.00	\$0.00	\$0.00
B.3. Non-Title IV-E Training (50%)	\$0.00	\$0.00	\$0.00
Total Training	\$0.00	\$0.00	\$0.00
C. Supplemental Foster Care Maintenance (SFCM)			
Total SFCM	\$8,350.00	\$0.00	\$8,350.00
D. Indirect Costs (if applicable)			
Total Indirect Costs	\$0.00	\$0.00	\$0.00
Grand Total	\$120,124.00	\$0.00	\$120,124.00
*Estimated Federal Reimbursement for expenses based on Eligible Population Rate (EPR) during 3rd quarter of the preceding fiscal year:			0.000%
Actual reimbursement will be based on EPR in effect for the county during the month in which expenses were incurred.			
* Estimated Federal Reimbursement for Supplemental Foster Care Maintenance expenses based on Federal Medicaid Assistance Percentage (FMAP) rate in effect during preceding fiscal year:			0.000%
Actual reimbursement will be based on FMAP rate in effect at the time reimbursement is made to contractor.			
Indirect Cost Rate, if applicable (attach a copy of the approved Certificate of Indirect Costs):			0.000%
<u>Contractor Certification</u>			
Signature		Date	
Printed Name & Title			

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.

Ramon Garcia	
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

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 16TH 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 RAMON GARCIA, 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 16TH 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.

Ramon Garcia
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

AI-23900

12.A.

**DOJ--USMS Overtime Funding
CC REGULAR**

Date: 11/16/2010
Submitted By: Emilia Uriegas, SHERIFF DEPT.
Submitted For: Anacleto Martinez
Department: SHERIFF DEPT.
Agenda Category: Sheriff's Office

Information

CAPTION

1. Approval to accept overtime funding from the U.S. Department of Justice, U.S. Marshals Service for two (2) officers in the amount of \$20,000.00.
2. Approval of Certification of Revenues as certified by the County Auditor for the DOJ-USMS Funding
3. Approval to appropriate funds in the amount of \$20,000.00 for USMS Overtime funding.

BACKGROUND

Pursuant to Memorandum of Understanding between the United States Marshals Service (USMS) and the Hidalgo County Sheriff's Office, funding is being made available for overtime expenses for two (2) officers assigned to the joint law enforcement operations task force.

Period of performance is November 01, 2010 through September 30, 2011.

Obligation Number: D79-11-0090

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1284-421-00-280-068-1-131
FUNDS AVAILABLE Y/N?: See Approp **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Appropriation of funds in the total amount of \$20,000.00 for DOJ-USMS Funding for FY 2011.

Period of performance is from 11/01/10 to 9/30/11.

Revenue account# 0-1284-331-11-280-068-1-000 DOJ-USMS Revenues

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

Attachments

Link: [USMS.OT.funding](#)

Link: [USMS.OT.budget.approp.](#)

Link: [cert of rev](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Pat Medina	Pat Medina	11/09/2010 03:34 PM	APRV
2	Budget & Management	Erika Zamora	11/09/2010 04:00 PM	APRV
3	Manuel Chapa	Manuel Chapa	11/12/2010 09:21 AM	APRV
4	Rosalinda Cantu	Rosie Cantu	11/12/2010 02:54 PM	APRV
5	Auditor's Office		11/12/2010 04:52 PM	NEW

Form Started By: Emilia Uriegas

Started On: 11/09/2010 09:34 AM

Final Approval Date: 11/12/2010



U.S. Department of Justice
United States Marshals Service
Southern District of Texas
515 Rusk, Room 10002
Houston, TX 77002

November 1, 2010

Sheriff Guadalupe Treviño
Hidalgo County Sheriffs Office
711 E. El Cibolo Road
Edinburg, TX 78541

Dear Sheriff Treviño,

This is to notify you of procedures regarding submission of invoices for overtime in support of the Joint Law Enforcement Operations Memorandum of Understanding with the United States Marshals Service effective November 1, 2010 – September 30, 2011. Invoices are to be submitted on a monthly basis (i.e., December 2010, January 2011) and should reflect a summary of overtime hours incurred by each investigator for the month. The invoice should be on your agency's letterhead and can be submitted in your invoice format, but must include the following elements:

- 1) Name and title of each investigator who incurred overtime during the month;
- 2) Hourly regular and overtime rates in effect for each investigator during the month;
- 3) Total overtime hours incurred by investigator during the month;
- 4) Total overtime dollars for each investigator for the month;
- 5) Total bill amount for the month; and
- 6) Obligation No. D79-11-0090 and Billing Period (Month).

Invoices should be submitted to Supervisory Deputy Isaac Karam, who will review, approve, and forward to my attention for payment. Additional backup documentation should be available upon request to verify the accuracy of the summary level invoices in case of an audit or to assist the district in the invoice review process.

If you have questions regarding the invoicing procedure, please contact me at (713) 718-4303.

Sincerely,

Brian J. Drake
Management & Program Analyst

Attachments:

- Memorandum of Understanding Joint Law Enforcement Operations dated October 28, 2010
- Memorandum of Understanding between Hidalgo County Sheriff's Office and the United States Marshals Service

Copies Furnished: Isaac Karam, Supervisory Deputy
United States Marshals Service



JOINT LAW ENFORCEMENT OPERATIONS TASK FORCE OBLIGATION DOCUMENT

Section 1: Obligation Number

1277-11-0090

Section 2: Participating Agencies

Notification to state and local agencies of funding provided in support of Joint Law Enforcement Operations, pursuant to the Memorandum of Understanding (MOU) between:

Hidalgo County Sheriffs Office

And

The United States Marshals Service (USMS)
S/Texas (79)

Section 3: Period of Performance

November 01, 2010 through September 30, 2011

Section 4: Vehicle Information

Vehicle Quantity	Fuel/Maintenance and Retrofitting
Quantity of vehicles: <u>0</u>	Quantity of vehicles: <u>0</u>
Total vehicle purchase: <u>\$0.00</u>	Total vehicle fuel/maintenance and retrofit: <u>\$0.00</u>

Section 5: Appropriation Data

Fiscal Year	Organization	Fund	Project	SOC	Purpose	Dollar Amount
FY: 2010		5042X	[Select]	2570	Vehicle	<u>\$0.00</u>
FY: 2010		5042X	[Select]	2607	Fuel/Maintenance	<u>\$0.00</u>
FY: 2010		5042X	[Select]	2544	Retrofit	<u>\$0.00</u>
FY: 2010		5042X	[Select]	2650	Radios	<u>\$0.00</u>
FY: 2010		5042X	[Select]	2178	Travel	<u>\$0.00</u>
FY: 2010		5042X	[Select]	2523	Training	<u>\$0.00</u>
FY: 2010		5042X	[Select]	2651	Equipment	<u>\$0.00</u>
FY: 2011		5042X	JLEOTFS 4	2599	Overtime	<u>\$20,000.00</u>
Total Obligation Amount:						<u>\$20,000.00</u>

Section 6: Contact Information

District/RFTF POC:	State/Local POC:
Name: <u>Isaac Karam</u>	Name: <u>Lupe Trevino</u>
Phone: <u>(956) 648-2094</u>	Phone: <u>(956) 383-8114</u>
Email: <u>isaac.karam@usdoj.gov</u>	Email: <u>sheriff.trevino@hidalgo.org</u>

Section 7: Authorization

This obligation document serves as notification of funding provided to support state and local agencies participating in Joint Law Enforcement Operations subject to the availability of funds. The United States Marshals Service reserves the right to remove unused residual funds upon completion of payments under this obligation.

Certification of Funds:

Ann Adams
Ann Adams, Administrative Officer
USMS Representative

10-28-10
Date

Obligation Approval:

Steve Tiller
Steve Tiller, Chief Deputy U.S. Marshal
Chief Deputy or RFTF Commander

10/28/10
Date

Acknowledgement:

see attached MOU
Department Representative

Date

PARTIES AND AUTHORITY:

This Memorandum of Understanding (MOU) is entered into by the Hidalgo County Sheriff's Office and the United States Marshals Service (USMS) pursuant to the Presidential Threat Protection Act of 2000 (Public L. 106-544, § 6, December 19, 2000, 114 Stat. 2718, 28 U.S.C. § 566 note). As set forth in the Presidential Threat Protection Act of 2000 and directed by the Attorney General, the USMS has been granted authority to direct and coordinate permanent Regional Fugitive Task Forces consisting of Federal, state, and local law enforcement authorities for the purpose of locating and apprehending fugitives.

The authority of the USMS to investigate fugitive matters as directed by the Attorney General is set forth in 28 USC § 566. The Director's authority to direct and supervise all activities of the USMS is set forth in 28 USC § 561(g) and 28 CFR 0.111. The authority of United States Marshals and Deputy U.S. Marshals to, "in executing the laws of the United States within a State . . . exercise the same powers which a sheriff of the State may exercise in executing the laws thereof" is set forth in 28 USC § 564. Additional authority is derived from 18 USC § 3053 and Office of Investigative Agency Policies Resolutions 2 & 15. See also "Memorandum for Howard M. Shapiro, General Counsel, Federal Bureau of Investigation" concerning the "Authority to Pursue Non-Federal Fugitives", issued by the U.S. Department of Justice, Office of Legal Counsel, dated February 21, 1995. See also: Memorandum concerning the Authority to Pursue Non-Federal Fugitives, issued by the USMS Office of General Counsel, dated May, 1, 1995. See also: 42 U.S.C. § 16941(a)(the Attorney General shall use the resources of federal law enforcement, including the United States Marshals Service, to assist jurisdictions in locating and apprehending sex offenders who violate sex offender registration requirements).

MISSION:

The primary mission of the task force is to investigate and arrest, as part of joint law enforcement operations, persons who have active state and federal warrants for their arrest. The intent of the joint effort is to investigate and apprehend local, state and federal fugitives, thereby improving public safety and reducing violent crime.

Each participating agency agrees to refer cases for investigation by the DFTF (District Fugitive Task Force). Cases will be adopted by the DFTF at the discretion of the District Chief Deputy, and in accordance with the provisions of the Presidential Threat Protection Act, the Adam Walsh Child Protection and Safety Act, and the U.S. Department of Justice. Targeted crimes will primarily include violent crimes against persons, weapons offenses, felony drug offenses, failure to register as a sex offender, and crimes committed by subjects who have a criminal history involving violent crimes, felony drug offenses, and/or weapons offenses. Upon receipt of a written request, the DFTF may also assist non-participating law enforcement agencies in investigating, locating and arresting their fugitives. Task force personnel will be assigned federal, state, and local fugitive cases for investigation. Investigative teams will consist of personnel from different agencies whenever possible. Each participating agency retains responsibility for the cases they refer to the DFTF.

Federal fugitive cases referred to the task force for investigation by any participating agency will be entered into the National Crime Information Center (NCIC) by the USMS or originating agency, as appropriate. State or local fugitive cases will be entered into NCIC (and other applicable state or local lookout systems) as appropriate by the concerned state or local agency.

SUPERVISION:

The DFTF will consist of law enforcement and administrative personnel from federal, state, and local law enforcement agencies. Agencies must be approved by the District Chief Deputy prior to assignment to the DFTF. Agency personnel may be removed at anytime at the discretion of the District Chief Deputy.

Direction and coordination of the DFTF shall be the responsibility of the USMS District Chief Deputy. Administrative matters which are internal to the participating agencies remain the responsibility of the respective agencies. Furthermore, each agency retains responsibility for the conduct of its personnel.

A Task Force Advisory Committee, consisting of representatives of participating agencies and USMS district personnel, may be established at the direction of the District Chief Deputy and will meet and confer as necessary to review and address issues concerning operational matters within the DFTF.

PERSONNEL:

In accordance with Homeland Security Presidential Directive (HSPD) 12, personnel assigned to the task force are required to undergo background investigations in order to be provided unescorted access to USMS offices, records, and computer systems. The USMS shall bear the costs associated with those investigations. Non-USMS law enforcement officers assigned to the task force will be deputized as Special Deputy U.S. Marshals.

Task force personnel may be required to travel outside of the jurisdiction to which they are normally assigned in furtherance of task force operations. State or local task force officers travelling on official business at the direction of the USMS shall be reimbursed directly by the USMS for their travel expenses in accordance with applicable federal laws, rules, and regulations.

REIMBURSEMENT:

The Marshals Service receives Asset Forfeiture funding for either 1) overtime incurred by state and local investigators who provide full time support to USMS DFTF joint law enforcement task forces; or 2) travel, training, purchase or lease of police vehicles, fuel, supplies or equipment for state and local investigators in direct support of state and local investigators. The USMS shall, pending availability of funds, reimburse your organization for expenses incurred, depending on which category of funding is provided.

Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-1811-12, Step 1, of the general pay scale for the RUS. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper invoice which shall be submitted quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the DFTF during the quarter; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total quarterly cost. The invoice should be submitted to the District Chief Deputy, who will review the invoice, stamp and sign indicating that services were received and that the invoice is approved for payment. Invoices for equipment, supplies, training, fuel, and vehicle lease should provide supporting documentation including receipts.

EQUIPMENT:

Notwithstanding the above, pending the availability of asset forfeiture funding and approval by the USMS in advance of any purchase, the USMS may reimburse or make direct payments to qualified third party vendors for vehicles and equipment purchased by the undersigned state or local agency in support of full time state and local investigators assigned to the DFTF involved in joint law enforcement operations. Such vehicle and equipment purchases are to be contracted for and titled in the name of the state or local law enforcement agency and must comply with requirements prescribed by the USMS pursuant to this MOU and applicable policies of the United States Department of Justice. Vehicles and equipment purchased by state and local law enforcement agencies with asset forfeiture monies provided by the USMS must remain available for exclusive use of the task force officers assigned to the DFTF by the undersigned participant agency for the duration of the task force. Upon termination of the agreement, usage and disposition of such vehicles are at the discretion of the undersigned state or local law enforcement agency.

Pending the availability of funds and equipment, the USMS will issue USMS radios, telephones, and other communication devices to each task force officer to be used for official DFTF business. Any other equipment used by or assigned to task force officers will remain the property of the agency issuing the equipment and will be returned to that agency upon termination of the task force, or upon agency request.

RECORDS AND REPORTS:

Original reports of investigation, evidence, and other investigative materials generated, seized, or collected by the DFTF shall be retained by the agency in the DFTF responsible for the case. However, evidence may be turned over to other law enforcement agencies as appropriate. Copies of investigative reports and other materials may be provided to other agencies in accordance with applicable laws, rules, and regulations. Task force statistics will be maintained in the USMS Justice Detainee Information System (JDIS) - Warrant Information Network (WIN). Statistics will be made available to any participating agency upon request.

INFORMANTS:

Pending the availability of funds, the USMS may provide funding for the payment of informants. However, all payments of informants utilizing USMS funding shall comply with USMS policy.

USE OF FORCE:

All members of the DFTF shall comply with their agency's guidelines concerning the use of firearms, deadly force, and less-lethal devices. Copies of all applicable firearms, deadly force, and less-lethal policies shall be provided to the District Chief Deputy and each concerned task force officer. In the event of a shooting involving task force personnel, the incident will be investigated by the appropriate agency(s).

NEWS MEDIA

Media inquiries will be referred to the District Chief Deputy. A press release may be issued and press conference held, upon agreement and through coordination with participant agencies representatives. All press releases will exclusively make reference to the task force.

RELEASE OF LIABILITY:

Each agency shall be responsible for the acts or omissions of its employees. Participating agencies or their employees shall not be considered as the agents of any other participating agency. Nothing herein waives or limits sovereign immunity under federal or state statutory or constitutional law. The participating agencies agree to hold harmless the United States from any claim, cause of action, or judgment resulting from the negligent acts of their employees.

EFFECTIVE DATE AND TERMINATION:

This MOU is in effect once signed by a law enforcement participant agency. Participating agencies may withdraw their participation after providing 30 days advanced written notice to the District Chief Deputy U.S. Marshal (CDUSM).


United States Marshal

 Anacleto Montano
 Christ Deputy
Participant Agency Representative - Hidalgo Co. Sheriff's Office

Assistant Director, IOD

DATE: November 9, 2010

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: DOJ-USMS--Overtime

ACCOUNT NUMBER: 0-1284-421-00-280-068-1-131

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
0-1284-421-00-280-068-1-131	Overtime Pay	20,000.00

TOTAL APPROPRIATIONS 20,000.00

0-1284-331-11-280-068-1-000 U.S. Department of Justice--U.S. Marshals Service 20,000.00

TOTAL REVENUES 20,000.00

REASON: To appropriate budget for FY2011 overtime funding provided by the United States Marshals Service for two officers assigned to the joint law enforcement operations task force.

Period of Performance: 11/01/10 to 09/30/11 **Obligation Number:** D79-11-0090

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

COUNTY of HIDALGO

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



EDINBURG, TEXAS 78539

November 15, 2010

The Honorable Ramon Garcia, County Judge
The Honorable Joel Quintanilla, Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Oscar L. Garza, Jr., Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

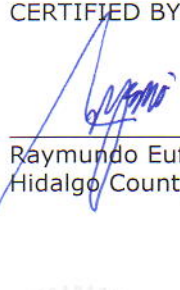
Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of a grant award from the U.S. Department of Justice - United States Marshals Service. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
\$20,000.00	D79-11-0090

CERTIFIED BY:


Raymundo Eufracio, CPA
Hidalgo County Auditor

11/15/10
Date

2010 NOV 15 PM 2 05
BUDGET OFFICE
HIDALGO COUNTY

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR.
JUDGE, 92ND D.C.

RODOLFO DELGADO
JUDGE, 93RD D.C.

J. R. "BOBBY" FLORES
JUDGE, 139TH D.C.

ROSE GUERRA REYNA
JUDGE, 206TH D.C.

JUAN R. PARTIDA
JUDGE, 275TH D.C.

MARIO E. RAMIREZ, JR.
JUDGE, 332ND D.C.

NOE GONZÁLEZ
JUDGE, 370TH D.C.
OVERSEER

LETICIA LOPEZ
JUDGE, 389TH D.C.

AIDA SALINAS FLORES
JUDGE, 398TH D.C.

ISRAEL RAMON, JR.
JUDGE, 430TH D.C.

JESSE CONTRERAS
JUDGE, 449TH D.C.

AI-23958

12.B.

**Operation Linebacker Grant
CC REGULAR**

Date: 11/16/2010
Submitted By: Emilia Uriegas, SHERIFF DEPT.
Submitted For: Anacleto Martinez
Department: SHERIFF DEPT.
Agenda Category: Sheriff's Office

Information

CAPTION

1. Approval to accept the BJA FY10 Congressionally Selected Operation Linebacker Grant award from the Department of Justice, Bureau of Justice Assistance (BJA), in the amount of \$237,650.00.
2. Approval of resolution.
3. Authorization and Approval for County Judge to sign required documents (application certification, assurances and certification, grant acceptance).
4. Approval of Certification of Revenues as certified by the County Auditor for the Operation Linebacker grant.
5. Approval of the budget for the Operation Linebacker Grant in the amount of \$237,650.00.

BACKGROUND

The Texas Border Sheriff's Coalition was awarded \$4,850,000.00 for this program to be distributed among nineteen (19) counties. The grant will be administered by the Texas Border Sheriff's Coalition (TBSC).

Grant Period: August 01, 2010 - July 31, 2011.

Sub Grant Number: 2010-DD-BX-0484 (Hidalgo)

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1284-421-00-280-079-1-XXX
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Appropriation of funds in the total amount of \$237,650 for the Operation Linebacker Grant contract.
Grant period is from 8-1-10 to 7-31-11.

Revenue account# 0-1284-331-12-280-079-1-000 for Operation Linebacker Grant

No local cash match required.

Attachments

Link: [TBSC.Oper.Line.award](#)

Link: [TBSC.Oper.Line.Budget](#)

Link: [cert of rev](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Pat Medina	Pat Medina	11/12/2010 10:48 AM	APRV
2	Budget & Management	Erika Zamora	11/12/2010 10:58 AM	APRV
3	Manuel Chapa	Manuel Chapa	11/12/2010 02:42 PM	APRV
4	Rosalinda Cantu	Rosie Cantu	11/12/2010 04:37 PM	APRV
5	Auditor's Office		11/12/2010 04:52 PM	NEW

Form Started By: Emilia Uriegas

Started On: 11/12/2010 08:44
AM

Final Approval Date: 11/12/2010



Texas Border Sheriff's Coalition
240 Thunderbird, Suite A
El Paso, Texas 79912

CONGRESSIONALLY SELECTED AWARD

**2010-DD-BX-0484 HIDALGO
"Operation Linebacker"**

APPLICANT: HIDALGO COUNTY SHERIFF'S OFFICE
SHERIFF: Guadalupe "Lupe" Treviño
COUNTY: HIDALGO
ADDRESS: PO Box 1228
711 El Cibolo Road, Edinburg, Texas 78540

PERIOD OF GRANT: August 1, 2010 – July 31, 2011

CHECKLIST OF CONTENTS:

- _____ Designation of Grant Officials - Authorizing Official (County Judge), Grant Performance Officer, Financial Officer
- _____ Budget for Operation (Provided)
- _____ Assurances and Certifications - County Judge must sign as Authorizing Official. (Includes state and federal requirements)
- _____ Civil Rights as provided by Office of Justice Programs
- _____ Special Conditions as set by Office of Justice Programs
- _____ Categorical Exclusion Statement from Office of Justice Programs
- _____ Objectives of Linebacker (Provided by TBSC)
- _____ TBSC's Statement of the Problem as part of TBSC application
- _____ Sub-Grant Award Notice with Grantee Acceptance (County Judge or Grant Performance Officer must sign)
- _____ County Resolution from Commissioner's Court
- _____ Guidance Letter on completing the package.
- _____ EEOP Certification

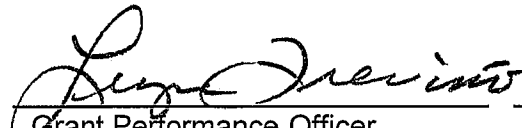
CERTIFICATION:

The application constitutes the work plan for the participants in Operation Linebacker, and the Congressionally Selected Award, as a sub grantee of 2010-DD-BX-0484, as administered by Texas Border Sheriff's Coalition. The undersigned agree to comply with all terms, conditions, and statements of work and objectives in the application package.

Authorized Official
County Judge
(signature)

Date

OR

 11-16-10

Grant Performance Officer
(signature)

Date

APPROVAL:

The attached application is approved.

Donald L. Reay
Executive Director
Texas Border Sheriff's Coalition

Date

Mail completed forms and application to:

Texas Border Sheriff's Coalition
240 Thunderbird, Suite A
El Paso, Texas 79912

**Operation Linebacker-Congressionally Selected Funds
DESIGNATION OF GRANT OFFICIALS**

GRANT:	2010-DD-BX-0484 HIDALGO
GRANT PERIOD:	August 1, 2010 – July 31, 2011
AGENCY NAME:	Hidalgo County Sheriff's Office

Grant Performance Officer	
<i>Name</i>	Guadalupe "Lupe" Treviño
<i>Title</i>	Sheriff
<i>Official Mailing Address</i>	PO Box 1228 Edinburg, Texas 78540
<i>Daytime Phone Number</i>	956-383-8114 Ext: 6003
<i>Fax Number</i>	956-393-6179
<i>E-mail Address</i>	sheriff@hidalgo.org

Grant Financial Officer	
<i>Name</i>	Ray Eufracio
<i>Title</i>	County Auditor
<i>Official Mailing Address</i>	2808 S. Business 281 Edinburg, Texas 78539
<i>Daytime Phone Number</i>	956-318-2511
<i>Fax Number</i>	956-318-2577
<i>E-mail Address</i>	ray.eufracio@auditor.co.hidalgo.tx.us

Authorized Official	
<i>Name</i>	Ramon Garcia
<i>Title</i>	County Judge
<i>Official Mailing Address</i>	PO Box 1356 Edinburg, Texas 78539
<i>Daytime Phone Number</i>	956-316-2600
<i>Fax Number</i>	956-316-2699
<i>E-mail Address</i>	ramon.garcia@co.hidalgo.tx.us

* An individual authorized to execute contracts on behalf of a jurisdiction or local law enforcement agency.



Texas Border Sheriff's Coalition
240 Thunderbird, Suite A
El Paso, Texas 79912

**Congressionally Selected Grant
Grant Number 2010-DD-BX-0484
Sub-Grant 2010-DD-BX-0484 HIDALGO**

State of Texas Assurances and Certifications

Assurances

(1) RELATIVES. A sub-grantee must comply with the Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the applicant's contractor shall cote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

(2) PUBLIC INFORMATION. A sub-grantee must insure that all information collected, assembled, or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.

(3) OPEN MEETINGS. A sub-grantee must comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise prohibited by law or specifically permitted in the Texas Constitution.

(4) CHILD SUPPORT PAYMENTS. A sub-grantee must comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.

(5) HEALTH, HUMAN SERVICES, PUBLIC SAFETY OR LAW ENFORCEMENT AGENCY. If the sub-grantee is a health, human services, public safety, or law enforcement agency, it will not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.

(6) LAW ENFORCEMENT AGENCY. If the sub-grantee is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701, it must be in compliance with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 1701, Texas Occupations Code or must provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in the process of achieving compliance with such rules.

ADMINISTRATION. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and local sub-recipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See Section __.36 for additional guidance on contract provisions).

SUSPECTED CHILD ABUSE. A sub-grantee must comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Sub-grantees shall also ensure that all program personnel are properly trained and aware of this requirement.

(9) TAXES. Sub-grantees will comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

(10) COMPLIANCE WITH REQUIREMENTS. Sub-grantees will comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.

(11) INELIGIBLE APPLICANTS. The applicant certifies that it and its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>.

(12) HIV/AIDS. Sub-grantees must adopt and implement applicable provisions of the model of HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

(13) LEGAL AUTHORITY The applicant has the legal authority to apply to State assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-state share of project costs) to ensure proper planning, management and completion of the project described in this application.

(14) RECORDS. The applicant will give the awarding agency, the State Comptroller, and if applicable, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

(15) PERSONAL GAIN The applicant will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal gain.

(16) COMPLETION. The applicant will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

CERTIFICATIONS

1. **DRUG-FREE WORKPLACE.** The applicant certifies that it will provide a drug-free workplace by:
 - A. 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 a violation of such prohibition.
 - B. Establish a drug-free awareness program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the applicant's policy of maintaining a drug-free workplace;
 - iii. any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. the penalties that may be imposed upon employees for drug abuse violations.
 - C. 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 (a)
 - D. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - i. abide by the terms of the statement, and
 - ii. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction.
 - E. Notifying the agency within ten days after receiving notice under subparagraph (d) (ii) from an employee or otherwise receiving actual notice of such conviction.
 - F. Taking one of the following actions with respect to any employee who is so convicted:

- i. taking appropriate personnel action against such an employee, up to and including termination; or
 - ii. requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
- G. Making a good faith effort to continue to maintain a drug-free workplace through the implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2. LOBBYING- The applicant certifies that:

- A. It will not use grant funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government.
- B. If any non-grant funds have been or will be used in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, it will notify the Governor's Division of Emergency Management to obtain the appropriate disclosure form.
- C. It will include the language of paragraphs A and B of this section in the award documents for all sub-awards at all tiers and will require all sub-recipients to certify accordingly.

This form includes Assurances and Certifications that must be read, signed, and submitted as part of the grant package.

Name of Applicant County	Grant Program
HIDALGO COUNTY	2010-DD-BX-0484 HIDALGO
Ramon Garcia	County Judge
Typed Name of Authorized Official	Title
Signature of Authorized Official	Date



NOTICE OF SUB GRANT AWARD

TEXAS BORDER SHERIFF'S COALITION

Program Title:	Operation Linebacker
Funding Instrument:	Congressionally Selected Award
Administered by:	Texas Border Sheriff's Coalition 240 Thunderbird, Suite A El Paso, Texas 79912
Sub Grant Number	2010-DD-BX-0484 HIDALGO
Recipient:	HIDALGO
Amount of Grant:	\$237,650.00
Period of Grant:	August 1, 2010 - July 31 st , 2011

AGENCY APPROVAL	GRANT ACCEPTANCE
Donald L. Reay Executive Director	Printed Name: Ramon Garcia Title: County Judge
Date:	Date:

Return Signed Original to:

**Texas Border Sheriff's Coalition
240 Thunderbird, Suite A
El Paso, Texas 79912**

RESOLUTION

WHEREAS, The Hidalgo County Commissioners' Court finds it in the best interest of the citizens of Hidalgo County Texas that the Operation Linebacker-Hidalgo County project be operated for the period of August 1st, 2010 through July 31st, 2011; and

WHEREAS, Hidalgo County Commissioners' Court understands that there is no matching fund requirement for the said project; and

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

WHEREAS, Hidalgo County Commissioners' Court designates Hidalgo County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of Hidalgo County.

NOW THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners' Court approves submission of the grant application for the Operation Linebacker-Hidalgo County project to the Office of the Governor, Criminal Justice Division.

Passed and Approved by Commissioners' Court on 16th of November, 2010.

Signed by:

Ramon Garcia
Hidalgo County Judge

Joel Quintanilla
Commissioner, Pct. # 1

Joe M. Flores
Commissioner, Pct. # 3

Hector "Tito" Palacios
Commissioner, Pct. # 2

Oscar L. Garza
Commissioner, Pct # 4

HIDALGO County		
Personnel		
Name/Position	Computation	Cost
Patrol Deputies	(4) Patrol Deputies x 8 hrs. x 80 days @ \$32.28 O/T rate	82,636.80
Patrol Supervisor	1 Patrol Supervisor x 8 hrs x 80 days @ \$39.06 O/T rate	24,998.40
	SUBTOTAL	\$107,635.20
A request of \$107,635.20 will cover the costs of (4) Patrol Deputies and a Patrol Supervisor to provide enhanced law enforcement services for Operation Linebacker.		
Fringe Benefits		
Name/Position	Computation	Cost
Patrol Deputies	FICA 7.68, Ret. 9%, Unemployment .50%, WC 2.51%, Health 1.88%; \$82,636.80 x 21.57%	17,824.76
Patrol Supervisor	FICA 7.68, Ret. 9%, Unemployment .50%, WC 2.51%, Health 1.88%; \$24,998.40 x 21.57%	\$5,392.15
	Total Fringe Benefits	\$23,216.91
	TOTAL Personnel and Fringe Benefits	\$130,853
Equipment		
Item	Computation	Cost
Patrol Units	2 - Ford Expedition 4x4 vehicles fully equipped (comm. Radio, siren, lighting system, computer, etc.) @ \$53,398.50 x 2	\$106,797.00
	TOTAL	\$106,797.00
A request for \$106,797 will cover the cost of (2) fully equipped vehicle outfitted for use in rugged terrain, hauling police and safety equipment, cargo capacity, and able to provide off road access to investigate and patrol in order to provide enhanced law enforcement services.		
	HIDALGO County TOTAL	\$237,650.00

CERTIFICATION FORM

Recipient Name and Address: Hidalgo County Sheriff's Office, 711 El Cibolo Road, Edinburg, Texas 78540

Grant Title: Operation Linebacker Grant Number: 2010-DD-BX-0484 Award Amount: \$237,650.00

Contact Person Name and Title: Guadalupe "Lupe" Trevino, Sheriff Phone Number: () 956-383-8114

Federal regulations require recipients of financial assistance from the Office of Justice Programs (OJP), its component agencies, and the Office of Community Oriented Policing Services (COPS) to prepare, maintain on file, submit to OJP for review, and implement an Equal Employment Opportunity Plan (EEO) in accordance with 28 C.F.R. §§ 42.301-.308. The regulations exempt some recipients from all of the EEO requirements. Other recipients, according to the regulations, must prepare, maintain on file and implement an EEO, but they do not need to submit the EEO to OJP for review. Recipients that claim a complete exemption from the EEO requirement must complete **Section A** below. Recipients that claim the limited exemption from the submission requirement, must complete **Section B** below. **A recipient should complete either Section A or Section B, not both.** If a recipient receives multiple OJP or COPS grants, please complete a form for each grant, ensuring that any EEO recipient certifies as completed and on file (if applicable) has been prepared within two years of the latest grant. Please send the completed form(s) to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, N.W., Washington, D.C. 20531. For assistance in completing this form, please call (202)307-0690 or TTY (202) 307-2027.

Section A- Declaration Claiming Complete Exemption from the EEO Requirement. *Please check all the boxes that apply.*

- | | |
|--|---|
| ☐ Recipient has less than 50 employees, | ☐ Recipient is an Indian tribe, |
| ☐ Recipient is a non-profit organization, | ☐ Recipient is an educational institution, or |
| ☐ Recipient is a medical institution, | ☐ Recipient is receiving an award less than \$25,000 |

I, _____ [responsible official], certify that _____ [recipient] is not required to prepare an EEO for the reason(s) checked above, pursuant to 28 C.F.R. §42.302. I further certify that _____ [recipient] will comply with applicable Federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Print or type Name and Title

Signature

Date

Section B- Declaration Claiming Exemption from the EEO Submission Requirement and Certifying That an EEO Is on File for Review.

If a recipient agency has 50 or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEO to OJP for review as long as it certifies the following (42 C.F.R. § 42.305):

I, Sheriff Guadalupe "Lupe" Trevino _____ [responsible official], certify that the Hidalgo County Sheriff's Office _____ [recipient], which has 50 or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEO in accordance with 28 CFR §42.301, *et seq.*, subpart E. I further certify that the EEO has been formulated and signed into effect within the past two years by the proper authority and that it is available for review. The EEO is on file in the office of: Hidalgo County Judges Office Human Resource Office _____ [organization], at 1615 S. Closner Suite J, Edinburg, Texas 78539 _____ [address], for review by the public and employees or for review or audit by officials of the relevant state planning agency or the Office for Civil Rights, Office of Justice Programs, U. S. Department of Justice, as required by relevant laws and regulations.

Guadalupe "Lupe" Trevino, Sheriff

Print or type Name and Title

Signature

Date



Texas Border Sheriff's Coalition
240 Thunderbird, Suite A,
El Paso, Texas 79912

CONGRESSIONALLY SELECTED GRANT

OPERATION LINEBACKER

GRANT NUMBER: 2010-DD-BX-0484

OFFICE OF CIVIL RIGHTS

Congress has linked the receipt of Federal funding to compliance with Federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U. S. Department of Justice is responsible for ensuring that recipients of financial aid from OJP, its component offices and bureaus, the Office on violence Against Women (OVW), and the Office of Community Oriented Policing Services (COPS) comply with applicable Federal civil rights statutes and regulations.

Ensuring Equal Access to Federally Assisted Programs

As you know, Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with the Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at: <http://www.lep.gov>.

Ensuring Equal Treatment for Faith-Based Organizations

The Department of Justice has published a regulation specifically pertaining to the funding of faith-based organizations. In general, the regulation, Participation in Justice Department Programs by Religious Organizations; Providing for Equal Treatment of all Justice Department Program Participants, and known as the Equal Treatment Regulation, 28 C.F.R. part 38, requires State Administering Agencies to treat these organizations the same as any other applicant or recipient. The regulation prohibits State Administering Agencies from making awards or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the Department of Justice to fund inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must be held

Civil Rights separately from the Department of Justice funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see OCR's website at <http://ojp.usdoj.gov/ocr/etbo.htm>.

State Administering Agencies and faith-based organizations would also note that the Omnibus Crime Control and Safe Streets Act of 1968, as amended; the Victims of Crime Act, as amended; and the Juvenile Justice and Delinquency Prevention Act, as amended, contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the Justice Department has concluded that the Religious Freedom Restoration Act (RFRA) is reasonably construed, on a case-by-case basis, to require that its funding agencies permit faith-based organizations applying for funding under applicable program statutes both to receive DOJ funds and to continue considering religion when hiring staff, even if the statute that authorizes the funding program generally forbids considering of religion in employment decisions by grantees.

Questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment may be directed to the Department of Justice, Office of Justice Programs, Office of Civil Rights.

Enforcing Civil Rights Laws

All recipients of Federal financial assistance are subject to the prohibitions against unlawful discrimination. Accordingly, OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal employment opportunity standards.

Complying with the Safe Streets Act or Program Requirements

In addition to these general prohibitions, your organization, which is the recipient of financial assistance subject to the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 42 U.S.C. 3789d©, or other Federal grant program requirements, must meet two additional requirements: (1) complying with Federal regulations pertaining to the development of an Equal Employment Opportunity Plan (EEOP), 28 C.F.R. 42.301-308, and (2) submitting to OCR Findings of Discrimination (see 28 C.F.R. 42.205(5) or 31.202 (5)).

(1) Meeting the EEOP Requirement

Civil Rights

In accordance with Federal regulations, Assurance No. 6 in the Standard Assurances, CoPS Assurance No. 8.B, or certain Federal grant program requirements, your organization might need to comply with an EEOP reporting requirement. However, if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the preparation and maintenance of an EEOP. Your organizations's EEOP requirement then, is simply to complete Section A of the Certification Form attesting to your organizations's status. You must return the Certification form to TBSC. The Certification Form is enclosed in this package.

(2) Submitting Findings of Discrimination

In the event a Federal or State court or Federal or State administrative agency makes an adverse finding of discrimination against your organization after a due process hearing, on the ground of race, color, religion, national origin, or sex, your organization must submit a copy of the finding to OCR for review.



Department of Justice
Office of Justice Programs
Office for Civil Rights

Washington, D.C. 20531

September 9, 2010

Mr. Donald Reay
Texas Border Sheriffs Coalition
PO Box 221546
El Paso, TX 79913

Dear Mr. Reay:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of Federal funding to compliance with Federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice is responsible for ensuring that recipients of financial aid from OJP, its component offices and bureaus, the Office on Violence Against Women (OVW), and the Office of Community Oriented Policing Services (COPS) comply with applicable Federal civil rights statutes and regulations. We at OCR are available to help you and your organization meet the civil rights requirements that come with Justice Department funding.

Ensuring Equal Access to Federally Assisted Programs

As you know, Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at: <http://www.lep.gov>.

Ensuring Equal Treatment for Faith-Based Organizations

The Department of Justice has published a regulation specifically pertaining to the funding of faith-based organizations. In general, the regulation, Participation in Justice Department Programs by Religious Organizations; Providing for Equal Treatment of all Justice Department Program Participants, and known as the Equal Treatment Regulation, 28 C.F.R. part 38, requires State Administering Agencies to treat these organizations the same as any other applicant or recipient. The regulation prohibits State Administering Agencies from making award or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the Department of Justice to fund inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must be held separately from the Department of Justice funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see OCR's website at <http://www.ojp.usdoj.gov/ocr/etfbo.htm>.

State Administering Agencies and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act of 1968, as amended; the Victims of Crime Act, as amended; and the Juvenile Justice and Delinquency Prevention Act, as amended, contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the Justice Department has concluded that the Religious Freedom Restoration Act (RFRA) is reasonably construed, on a case-by-case basis, to require that its funding agencies permit faith-based organizations applying for funding under the applicable program statutes both to receive DOJ funds and to continue considering religion when hiring staff, even if the statute that authorizes the funding program generally forbids considering of religion in employment decisions by grantees.

Questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment may be directed to this Office.

Enforcing Civil Rights Laws

All recipients of Federal financial assistance are subject to the prohibitions against unlawful discrimination. Accordingly, OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal employment opportunity standards.

Complying with the Safe Streets Act or Program Requirements

In addition to these general prohibitions, your organization, which is a recipient of financial assistance subject to the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 42 U.S.C. § 3789d(c), or other Federal grant program requirements, must meet two additional requirements: (1) complying with Federal regulations pertaining to the development of an Equal Employment Opportunity Plan (EEOP), 28 C.F.R. § 42.301-.308, and (2) submitting to OCR Findings of Discrimination (see 28 C.F.R. §§ 42.205(5) or 31.202(5)).

1) Meeting the EEOP Requirement

In accordance with Federal regulations, Assurance No. 6 in the Standard Assurances, COPS Assurance No. 8.B, or certain Federal grant program requirements, your organization might need to comply with an EEOP reporting requirement. However, if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the preparation and maintenance of an EEOP. Your organization's EEOP requirement then, is simply to complete Section A of the Certification Form attesting to your organization's status. You must then return the Certification form to OCR. The Certification Form can be found at <http://www.ojp.usdoj.gov/ocr/eeop.htm>.

2) Submitting Findings of Discrimination

In the event a Federal or State court or Federal or State administrative agency makes an adverse finding of discrimination against your organization after a due process hearing, on the ground of race, color, religion, national origin, or sex, your organization must submit a copy of the finding to OCR for review.

Ensuring the Compliance of Subrecipients

If your organization makes subawards to other agencies, you are responsible for assuring that subrecipients also comply with all of the applicable Federal civil rights laws, including the requirements pertaining to developing and submitting an EEOP, reporting Findings of Discrimination, and providing language services to LEP persons. Recipients that make subawards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients. You can find the information you need to ensure EEOP compliance from applicable subrecipients at <http://www.ojp.usdoj.gov/ocr/eeop.htm>.

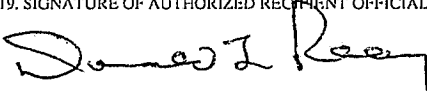
If we can assist you in any way in fulfilling your civil rights responsibilities as a recipient of Federal funding, please call OCR at (202) 307-0690 or visit our website at <http://www.ojp.usdoj.gov/ocr/>.

Sincerely,



Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

 Department of Justice Office of Justice Programs Bureau of Justice Assistance		Grant		PAGE 1 OF 3
1. RECIPIENT NAME AND ADDRESS (including Zip Code) Texas Border Sheriff's Coalition PO Box 221546 El Paso, TX 79913		4. AWARD NUMBER: 2010-DD-BX-0484 5. PROJECT PERIOD: FROM 08/01/2010 TO 07/31/2011 BUDGET PERIOD: FROM 08/01/2010 TO 07/31/2011		
1A. GRANTEE IRS/VENDOR NO. 203789689		6. AWARD DATE 09/09/2010 8. SUPPLEMENT NUMBER 00	7. ACTION Initial	
3. PROJECT TITLE Operation Linebacker		9. PREVIOUS AWARD AMOUNT \$ 0 10. AMOUNT OF THIS AWARD \$ 4,850,000 11. TOTAL AWARD \$ 4,850,000		
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).				
13. STATUTORY AUTHORITY FOR GRANT This project is supported under Department of Justice Appropriations Act, 2010 (Pub. L. No. 111-117)				
15. METHOD OF PAYMENT GPRS				
AGENCY APPROVAL		GRANTEE ACCEPTANCE		
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Laurie Robinson Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Donald Reay Executive Director		
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL 		19A. DATE 9/20/10
AGENCY USE ONLY				
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT X B D1 80 00 00 4850000		21. JD1UGT3255		

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 2 OF 3

PROJECT NUMBER 2010-DD-BX-0484

AWARD DATE 09/09/2010

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide, Chapter 19.
4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

mail:

Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530

e-mail: oig.hotline@usdoj.gov

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 3 OF 3

PROJECT NUMBER 2010-DD-BX-0484

AWARD DATE 09/09/2010

SPECIAL CONDITIONS

8. In accordance with applicable law, the recipient shall not use these funds for any of the following purposes:
 1. land acquisition;
 2. construction projects; or
 3. security enhancements or security equipment to non-governmental entities that do not engage in law enforcement, law enforcement support, criminal or juvenile justice, or delinquency prevention.
9. Recipient understands and agrees that it must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through GMS (<https://grants.ojp.usdoj.gov>), and that it must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other requirements, refer to BJA's website. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation.
10. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
11. The recipient agrees expeditiously to obtain active registration with the Central Contractor Registration (CCR) database, and to notify the program office in writing of its registration. Following satisfaction of this requirement, a Grant Adjustment Notice will be issued to remove this special condition.
12. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.
13. The indirect cost rate has been approved for budget purposes; however, drawdown of indirect costs may not occur until the recipient has submitted a current Federally approved indirect cost rate agreement to the Office of the Chief Financial Officer and a GAN (Grant Adjustment Notice) has been issued to remove this special condition.
14. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

JP



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Categorical Exclusion for Texas Border Sheriff's Coalition

The Edward Byrne Memorial Discretionary Grants Program helps local communities improve the capacity of local justice systems and provides for national support efforts. Awards under this program will be used to effectively plan, manage, and allocate resources to encourage information sharing to reduce the incidence of crime and drug abuse, to provide responsive law enforcement services to enhance local courts, and to enhance local corrections and offender reentry.

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

- (1) New construction.
- (2) Renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain.
- (3) A renovation which will change the basic prior use of a facility or significantly change its size.
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment.
- (5) Implementation of a program involving the use of chemicals.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of the Code of Federal Regulations. Additionally, the proposed action is neither a phase nor a segment of a project which when reviewed in its entirety would not meet the criteria for a categorical exclusion.

A handwritten signature, likely of Orbin Terry, located at the bottom right of the page.



Department of Justice
Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

September 9, 2010

Mr. Donald Reay
Texas Border Sheriff's Coalition
PO Box 221546
El Paso, TX 79913

Dear Mr. Reay:

On behalf of Attorney General Eric Holder, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 10 Congressionally Selected in the amount of \$4,850,000 for Texas Border Sheriff's Coalition.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Carrie Booth, Program Manager at (202) 305-7426; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read "L. Robinson", is positioned above the typed name.

Laurie Robinson
Assistant Attorney General

Enclosures



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**GRANT MANAGER'S MEMORANDUM, PT. I:
PROJECT SUMMARY**

Grant

PROJECT NUMBER

2010-DD-BX-0484

PAGE 1 OF 1

This project is supported under Department of Justice Appropriations Act, 2010 (Pub. L. No. 111-117)

1. STAFF CONTACT (Name & telephone number)

Carrie Booth
(202) 305-7426

2. PROJECT DIRECTOR (Name, address & telephone number)

Donald Reay
Executive Director
4141 Pinnacle, Ste 118
El Paso, TX 79902-1017
(915) 351-0621 ext.1017

3a. TITLE OF THE PROGRAM

BJA FY 10 Congressionally Selected

**3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)**

4. TITLE OF PROJECT

Operation Linebacker

5. NAME & ADDRESS OF GRANTEE

Texas Border Sheriff's Coalition
PO Box 221546
El Paso, TX 79913

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 08/01/2010 TO: 07/31/2011

8. BUDGET PERIOD

FROM: 08/01/2010 TO: 07/31/2011

9. AMOUNT OF AWARD

\$ 4,850,000

10. DATE OF AWARD

09/09/2010

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Congressionally Recommended Awards Program, authorized by the Department of Justice Appropriations Act, 2010 (Pub. L. 111-117), helps improve the functioning of the criminal justice system, prevent or combat juvenile delinquency, and/or assist victims of crime (other than compensation). Funds should be used for the projects recommended by Congress, in the amounts specified in the joint explanatory statement incorporated by reference into Pub. L. 111-117, and generally consistent with one or more of the following statutory purposes: improving the functioning of the criminal justice system, preventing or combating juvenile delinquency, or assisting victims of crime (other than compensation). Each of these purposes is framed using language drawn, respectively, from the former Byrne discretionary statute, the Juvenile Justice and Delinquency Prevention Act, the Victims of Crime Act, and the Violence Against Women Act. This project is authorized and funded through a line item in the FY 2010 Congressional Budget and by the joint explanatory statement that is incorporated by reference into the FY2010 Department of Justice Appropriations Act.

The Texas Border Sheriff's Coalition will use the FY 2010 Bureau of Justice Assistance Congressionally Recommended Award for the United States border security efforts. The southern border is an area that is facing major national law enforcement problems. Although border security is a federal responsibility, Texas has an obligation to protect its citizens. Border security is a multi-dimensional problem that threatens both the safety of United States citizens and the security of the nation. Law enforcement personnel who live and work along the border must identify resources that are available for the protection of Texas communities. The Texas Border Sheriff's Coalition consists of Sheriff's Offices from 20 counties which cover the Texas-Mexico border. The project goal is to utilize Texas Border Sheriffs working closely with federal and state partners to provide enhanced law enforcement strategies to enforce Texas state law.

NCA/NCF

DATE: November 10, 2010

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: TBSC Operation Linebacker

ACCOUNT NUMBER: 0-1284-421-00-280-079-1-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
0-1284-421-00-280-079-1-131	Overtime Pay	107,635.20
0-1284-421-00-280-079-1-211	Health Insurance	2,023.54
0-1284-421-00-280-079-1-220	FICA	8,266.39
0-1284-421-00-280-079-1-230	Retirement	9,687.17
0-1284-421-00-280-079-1-250	Unemployment Compensation	538.17
0-1284-421-00-280-079-1-260	Workers' Compensation	2,702.53
0-1284-421-00-280-079-1-741	Vehicles	106,797.00

TOTAL APPROPRIATIONS 237,650.00

0-1284-331-12-280-079-1-000 Texas Border Sheriff's Coalition (TBSC) 237,650.00

TOTAL REVENUES 237,650.00

REASON: **To appropriate the budget for the Texas Border Sheriff's Coalition Operation Linebacker Grant award.**

Grant Period: 08/01/10 to 07/31/11

Sub Grant Number: 2010-DD-BX-0484 (HIDALGO)

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

COUNTY of HIDALGO

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



EDINBURG, TEXAS 78539

November 15, 2010

The Honorable Ramon Garcia, County Judge
The Honorable Joel Quintanilla, Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Oscar L. Garza, Jr., Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of a grant award from the U.S. Department of Justice – Office of Justice Program administered by the Texas Border Sheriff's Coalition. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
\$237,650.00	2010-DD-BX-0484 HIDALGO

CERTIFIED BY:


Raymundo Eufracio, CPA
Hidalgo County Auditor

11/15/10
Date

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 92 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.
---	---	---	--	--	--	---	--	--	--	--

AI-23902**14.A.****Wireless Device Request
CC REGULAR**

Date: 11/16/2010
Submitted By: Griselda Salazar, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Category: IT Department

Information**CAPTION**

County Auditor's Office:

1. Authorization to purchase through the County's membership/participation with CONTRACT: DIR-SDD-604 (Requisition#184039) with awarded vendor VERIZON for the following:

Qty:	Description:	Department:	User:	Service Total:	Equipment Total:
1	Data Card	Auditor's Office	Raymundo Eufracio	Unlimited Plan \$37.99/mo + Taxes/Fees \$5.00/mo = \$42.99/mo	\$0

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

BACKGROUND**Fiscal Impact****FISCAL YEAR:** 2010**ACCT. #:** 0-1100-415-21-170-001-0-532**FUNDS AVAILABLE Y/N?:** Y**MATCHING FUNDS Y/N?:** N**BUDGETARY IMPACT:**

Amount available through Requisition#184039 in the amount of \$129.00 as of 11/12/10 for Verizon Wireless.

AttachmentsLink: [Request Form](#)Link: [Requisition](#)**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/09/2010 04:00 PM	APRV
2	Erika Zamora	Erika Zamora	11/12/2010 09:41 AM	APRV
3	Auditor's Office	Linda Fong	11/12/2010 01:53 PM	APRV
4	Purchasing Department	Marty Salazar	11/12/2010 03:42 PM	APRV

Form Started By: Griselda Salazar
 Started On: 11/09/2010 11:19 AM
 Final Approval Date: 11/12/2010



WIRELESS DEVICE REQUEST FORM W.1.2

(1) Type of Request:

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

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

(2) Requesting employee: Raymundo Eufracio Employee ID# 138509 Signature: [Signature]

DEPARTMENT: County Auditor's Office DEPT #: 170

Quantity: 1

Service: \$ 43.00 /mo (x) 3 months = 129.00 Account: 0-1100-415-21-170-001-0-532

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

Requisition Total: \$129.00 Requisition Number: 184039

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

[Signature] Raymundo Eufracio 10-21-10
Signature Print Name Date

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

Valde Guerra Valde Guerra 10/22/2010
Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ SPRINT UNLIMITED DATACARD PLAN -or-

☐ SPRINT BE1000 + DATAPLAN

☒ OTHER: Verizon Data Card Unlimited

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

☐ Approved Date: _____ ☐ Disapproved

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Requisition
HIDALGO COUNTY AUDITOR'S OFFICE

Req # 00184039

PO #

Date: 10/21/10

Bill To: x
x

Vendor : 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

Ship To: HIDALGO COUNTY AUDITOR'S OFFICE
2808 S BUSINESS HWY 281
EDINBURG TX 78539-6243

Contact: R EUFRACIO
956-318-2511

Contract No: DIR-SDD 604

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
3.00	MONTH	AS PER DIR-SDD-604 CATALOG PRICING DO NOT DUPLICATE ORDER NEW DATA CARD SERVICE WITH VERIZON TEXAS FOR THREE (3) MONTHS - OCTOBER, NOVEMBER AND DECEMBER 2010 - FOR USE BY RAYMUNDO EUFRACIO, CPA, HIDALGO COUNTY AUDITOR. <u>Account No</u> 0-1100-415-21-170-001-0-532 REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	43.00 <u>Encumbrance</u> 129.00 Freight Total	129.00 129.00

Authorized By: _____

AI-23944**14.B.****Wireless Device Request
CC REGULAR**

Date: 11/16/2010
Submitted By: Griselda Salazar, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Category: IT Department

Information**CAPTION**

Facilities Management:

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

Qty:	Description:	Department:	User:	Service Total:	Equipment Total:
1	Data Card	Facilities Mgt.	Richard Sunday	Unlimited Plan \$37.99/mo + Taxes/Fees \$5.00/mo = \$42.99/mo	\$0
1	Data Card	Facilities Mgt.	Seferino Garza	Unlimited Plan \$37.99/mo + Taxes/Fees \$5.00/mo = \$42.99/mo	\$0

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

BACKGROUND

Fiscal Impact**FISCAL YEAR:** 2010**ACCT. #:** 0-1100-419-40-220-001-0-532**FUNDS AVAILABLE Y/N?:** Yes**MATCHING FUNDS Y/N?:****BUDGETARY IMPACT:**

Available balance of \$2,438.04 as of 11/12/10.

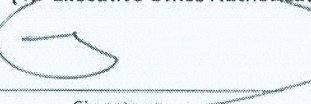
AttachmentsLink: Request FormsLink: Requisition

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/10/2010 04:43 PM	APRV
2	Olga Garza	Olga Garza	11/12/2010 02:56 PM	APRV
3	Auditor's Office		11/12/2010 04:52 PM	NEW

Form Started By: Griselda Salazar
Started On: 11/10/2010 04:14 PM

Final Approval Date: 11/12/2010

(1) Type of Request:		
Wireless device: ☒ Data card ☒ Blackberry ☐ Other: _____		
DATA CARDS, BLACKBERRY or OTHER (one form per individual)		
(2) Requesting employee: <u>RICHARD SUNDAY</u> Employee ID# <u>175781</u> Signature: _____		
DEPARTMENT: <u>FACILITIES MANAGEMENT</u> DEPT #: <u>220</u>		
Quantity: <u>1</u>		
Service: \$ <u>42.99</u> /mo (x) <u>3</u> months = <u>128.97</u> Account: <u>0-1100-419-40-220-001-0--532</u>		
Service: \$ _____ /mo (x) _____ months = <u>0.00</u> Account: _____ <u>-619/664</u>		
Requisition Total: _____ Requisition Number: <u>183955</u>		
(3) Elected Official/Department Head Authorization for Request:		
 Signature	<u>Valde Guerra</u> Print Name	<u>11/10/10</u> Date
(4) Executive Office Authorization (Commissioner's Court Departments Only):		
 Signature	<u>Valde Guerra</u> Print Name	<u>11/10/10</u> Date
(5) IT DEPARTMENT ONLY:		
Service Type Codes:		
☐ SPRINT UNLIMITED DATACARD PLAN -or- ☐ SPRINT BE1000 + DATAPLAN ☒ OTHER: <u>Verizon Unlimited Mobile Broadband Plan</u>		

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

☐ Approved Date: _____ ☐ Disapproved

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

(1) Type of Request:

Wireless device ☐ Data card ☒ Blackberry ☐ Other: _____

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

(2) Requesting employee: SEFERINO GARZA Employee ID# 144584 Signature: *Seferino Garza*

DEPARTMENT: FACILITIES MANAGEMENT DEPT #: 220

Quantity: 1

Service: \$ 42.99 /mo (x) 3 months = 128.97 Account: 0-1100-419-40-220-001-0-532

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

Requisition Total: _____ Requisition Number: 183955

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

Rick Sunday Rick Sunday 10/20/2010
Signature Print Name Date

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

[Signature] ValdeGuerra 11/10/10
Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ SPRINT UNLIMITED DATACARD PLAN -or-
☐ SPRINT BE1000 + DATAPLAN
☒ OTHER: Verizon Unlimited Mobile Broadband Plan

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

☐ Approved Date: _____ ☐ Disapproved

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Requisition

Req # 00183955

PO #

Date: 10/20/10

Bill To: x
x

Vendor : 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

Ship To: FACILITIES MANAGEMENT DEPARTMENT
3100 S. BUSINESS HWY 281
EDINBURG TX 78539

Contact: ALMA
956-289-7851

Contract No: DIR-SDD-604

Special Instructions:
REQ 1201

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		CONTRACT - DIR-SDD-604 DO NOT DUPLICATE ORDER		
1.00		SERVICE PLAN: UNLIMITED MOBILE BROADBAND SERVICE		.00
3.00	MONTH	DATA CARD, SERVICE PERIOD OCT-DEC (RICHARD SUNDAY) EQUIPMENT , MIFI 2200	37.99	113.97
3.00	EACH	TAXES & FEES	5.00	15.00
3.00	MONTH	DATE CARD,SERVICE PERIOD OCT-DEC (SEFE GARZA) EQUIPMENT MIFI 2200	37.99	113.97
3.00	EACH	TAXEX & FEES	5.00	15.00
		<u>Account No</u>	<u>Encumbrance</u>	
		0-1100-419-40-220-001-0-532	257.94	
			Freight	.00
			Total	257.94
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-23904**14.C.****Wireless Device Request
CC REGULAR**

Date: 11/16/2010
Submitted By: Griselda Salazar, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Category: IT Department

Information**CAPTION**

Public Defenders:

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

Qty:	Description:	Department:	User:	Service Total:	Equipment Total:
1	Data Card	Public Defender	L. Yvette Pacheco	Unlimited Plan \$37.99/mo Taxes/Fees \$5.00/mo = \$42.99/mo	\$0

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

BACKGROUND

Fiscal Impact**FISCAL YEAR:** 2010**ACCT. #:** 0-1100-412-30-085-003-0-532**FUNDS AVAILABLE Y/N?:** Y**MATCHING FUNDS Y/N?:** N**BUDGETARY IMPACT:**

Funds available as of 11/12/10, refer to req #00184592.

AttachmentsLink: [Request Form](#)Link: [Requisition](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/10/2010 04:31 PM	APRV
2	Sylvia Solis	Sylvia Solis	11/12/2010 09:17 AM	APRV
3	Auditor's Office	Linda Fong	11/12/2010 01:53 PM	APRV
4	Purchasing Department	Marty Salazar	11/12/2010 03:43 PM	APRV

Form Started By: Griselda Salazar
Started On: 11/09/2010 01:55 PM

Final Approval Date: 11/12/2010



WIRELESS DEVICE REQUEST FORM W.1.2

(1) Type of Request:

Wireless device: ☒ Data card ☐ Blackberry ☒ Other: VERIZON UNLIMITED MOBILE

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

(2) Requesting employee: L. Yvette Pacheco Employee ID# 134082 Signature:

DEPARTMENT: Public Defender DEPT #: 085

Quantity: _____

Service: \$ 45.00 /mo (x) 2 months = 0.00 Account: 0-1100-412-30-085-003-0-532

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

Requisition Total: 90.00 Requisition Number: 184592

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

Signature JAMES E. Gomez Print Name 4/3/10 Date

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

Signature Valde Guerra Print Name 11/10/10 Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ SPRINT UNLIMITED DATACARD PLAN -or-

☐ SPRINT BE1000 + DATAPLAN

☒ OTHER: VERIZON UNLIMITED MOBILE BROADBAND PLAN

Commissioner's Court Action:

Commissioner's Court Date: _____

☐ Approved Date: _____

☐ Disapproved

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Requisition
PUBLIC DEFENDER

Req # 00184592

PO #

Date: 11/02/10

Bill To: x
 x

Vendor : 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

Ship To: PUBLIC DEFENDER
1615 E. CLOSNER, SUITE B
EDINBURG TX 78539

Contact: Patti
956-292-7040

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
2.00	MONTH	Data Card for L. Yvette Pacheco, Investigator DO NOT DUPLICATE ORDER		
		Wireless Card for employee L. Yvette Pacheco, Investigator (Nov. & Dec. 2010).	45.00	90.00
		Account No _____	Encumbrance	
		0-1100-412-30-085-003-0-532	90.00	
			Freight	.00
			Total	90.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Engineering services - Water/Sewer Improvements (Edcouch) CC REGULAR

Date: 11/16/2010
Submitted By: Estella Webber, URBAN COUNTY
Submitted For: Lupita Garcia
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for 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 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) Precinct No. 1 (Edcouch) Water/Sewer Improvements.

Firm	Grade	Rank
Guzman & Munoz Engineering & Surveying	97.67%	
Rodriguez Engineering	86.67%	
DBR Engineering Consultants	84%	

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 (Edcouch) Water/Sewer Improvements.

BACKGROUND

The three professional engineering service firms rated from the County's "pool" are Guzman & Munoz Engineering & Surveying, Rodriguez Engineering, and DBR Engineering Consultants, for the Water/Sewer improvements at the city of Edcouch Sewer Plant. Attached see grading grid for your review.

Fiscal Impact

FISCAL YEAR: _____ **ACCT. #:** Urban County Funds
FUNDS AVAILABLE Y/N?: _____ **MATCHING FUNDS Y/N?:** _____
BUDGETARY IMPACT:
 Urban County funds will be utilized for this project.

Attachments

Link: Engineering services (Edcouch Water/Sewer Imp.)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/10/2010 10:01 AM	APRV
2	Perla Lopez	Perla Lopez	11/12/2010 09:07 AM	APRV
3	Auditor's Office	Linda Fong	11/12/2010 02:15 PM	APRV
4	Purchasing Department	Marty Salazar	11/12/2010 03:43 PM	APRV

Form Started By: Estella Webber

Started On: 11/10/2010 09:06
AM

Final Approval Date: 11/12/2010

**Hidalgo County –Urban County Program
Precinct No. 1 (Edcouch)
Professional Engineering Services
Water/Sewer Improvements
Grading Grid**

[illegible]

AI-23923

15.B.

**Engineering services - Flood Drainage Improvements (Edcouch)
CC REGULAR**

Date: 11/16/2010
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%	
Cruz-Hogan Consultants, Inc.	90%	
Rodriguez Engineers	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
------------------	---------------

Fiscal Impact

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

BUDGETARY IMPACT:

Urban County funds will be utilized for this project.

Attachments

Link: Grid - Flood Drainage Improvement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/10/2010 04:34 PM	APRV
2	Perla Lopez	Perla Lopez	11/12/2010 09:16 AM	APRV
3	Auditor's Office	Linda Fong	11/12/2010 02:15 PM	APRV
4	Purchasing Department	Marty Salazar	11/12/2010 03:43 PM	APRV

Form Started By: Estella Webber
Started On: 11/10/2010 12:56 PM

Final Approval Date: 11/12/2010

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

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

Construction contract - Flood Drainage Improvements (Pct. # 4)**CC REGULAR**

Date: 11/16/2010
Submitted By: Estella Webber, URBAN COUNTY
Submitted For: Monica Leal
Department: URBAN COUNTY
Agenda Category: Urban County

Information**CAPTION**

Urban County Program for Hidalgo County Precinct No. 4 is requesting consideration and action to award and enter into construction contract with Saenz Utility Contractors, LTD. (lowest bidder meeting all specifications and/or requirements) for the HUD CDBG-R flood drainage improvements for a Pump Station in Faysville located in Precinct 4. Amount shall include a base bid in the amount of \$235,555.00 and add Alternate No. 1 in the amount of \$117,989.00 utilizing Year 22 (2009) CDBG-R flood drainage improvement funds. The project consists of flood drainage improvements within the subdivision with an outfall to the County's west main drainage ditch.

BACKGROUND

Precinct No. 4 has requested and received bids for the flood drainage improvements for a pump station in Faysville. Raul Sesin P.E., C.F.M prepared the specification packages. Bids were received and opened at the Hidalgo County – Purchasing Department on October 27, 2010. After review, the project engineer recommended Saenz Utility Contractors, LTD. as the lowest of two (2) bidders. (See attached recommendation letter from the Raul Sesin, P.E., C.F.M. and copy of the bid tabulation.)

Contractor:	Saenz Utility Contractors, LTD
Contract Amount:	\$353,544.00
Funds Available:	\$509,653.80 Year 22 (2009) CDBG-R Precinct No. 4 – Flood Drainage Improvements

Fiscal Impact

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

BUDGETARY IMPACT:

Urban County will utilize Year 22 (2009) CDBG-R flood drainage improvement funds for improvements at a pump station in Faysville located in Precinct #4.

Contract Amount: \$353,544.00
Funds Available: \$509,653.80

Attachments

Link: [Flood Drainage Improvements](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/10/2010 04:34 PM	APRV
2	Perla Lopez	Perla Lopez	11/12/2010 09:56 AM	APRV
3	Auditor's Office	Linda Fong	11/12/2010 02:14 PM	APRV
4	Purchasing Department	Marty Salazar	11/12/2010 03:43 PM	APRV

Form Started By: Estella Webber
Started On: 11/10/2010 11:16 AM

Final Approval Date: 11/12/2010

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM

BID OPENING DATE: October 27, 2010

BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: Hidalgo County Precinct No. 4 – HUD-CDBG-R Flood Drainage Improvements to Faysville Pump Structure

BID NO: 5209-94-0309-5000-9400-UCP-ML
(NO ADDENDUMS REQUIRED)

PROCUREMENT SPECIALIST:

RFB NO.	Name of Company	Total Price	Alternate Price(s)	Bid Bond/ Cashier's Check Included
1.	Saenz Utility Contractors	\$235,555.00	\$475,555.00	Bid Bond Included
2.	OG Construction Co. LLC	\$334,134.00	#1 \$82,479.00 #2 \$16,500.00 #3 \$44,500.00 #4 \$21,530.00 #5 \$1,975.00	Bid Bond Included
3.				
4.				
5.				
6.				
7.				

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



PLANNING DEPARTMENT County Of Hidalgo

Raul E. Sesin, P.E., CFM
PLANNING ADMINISTRATOR

November 4, 2010

Honorable Commissioner Oscar L. Garza, Jr.
Hidalgo County Precinct No. 4
1051 North Doolittle Road
Edinburg, Texas 78542

Re: Faysville Pump Station Drainage Improvement Project
Bid No. 5209-94-0309-5000-9400-UCP-ML2

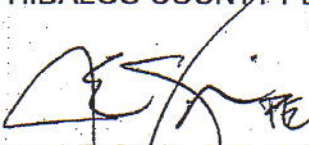
Dear Commissioner Garza;

Bids were received and opened for the Faysville Pump Station Drainage Improvement Project Bid No. 5209-94-0309-5000-9400-UCP-ML2 on October 27, 2010. A total of two bids were received with Saenz Utility Contractors, LTD. being the low bidder with a base bid of \$235,555.00, Add Alternate No. 1 bid of \$117,989.00, Add Alternate No. 2 bid of \$23,026.00, Add Alternate No. 3 bid of \$65,555.00, Add Alternate No. 4 bid of \$28,180.00 and Add Alternate No. 5 bid of \$5,250.00. Attached is a copy of the bid tabulation for your review.

This project involves the installation of a storm pipe system and Storm Sewer Lift station that will provide an outfall for the Community of Faysville and the surrounding area. Saenz Utility Contractors, LTD. has constructed several projects within Hidalgo County. We recommend award of the contract to Saenz Utility Contractors, LTD. for the Base Bid and Add Alternate No. 1 in the amount of \$353,544.00.

If you have any questions or require further information, please feel free to contact me at your convenience.

HIDALGO COUNTY PLANNING DEPARTMENT


Raul E. Sesin, P.E., C.F.M.
Planning Administrator

C: Antonio Barco, Comp. Div. Manager, Urban County Program

BID COMPARISON FORM
HIDALGO COUNTY PRECINCT No. 4
PROJECT # 5209-94-0309-5000-9400-UCP-ML2
FAYSVILLE PUMP STATION DRAINAGE IMPROVEMENT PROJECT

BASE BID						SAENZ UTILITY		OG CONSTRUCTION	
Item	Description	Qty.	Unit	Unit Cost	Total		Unit Cost	Total	
1	COMPLETE STORM WATER PUMP/LIFT STATION (INCLUDING PUMPS, WET WELL, CONTROL PANEL, CAST IRON PIPING, VALVES & ANY OTHER PARTS REQUIRED TO HAVE AN OPERATIONAL SYSTEM)	1	LS	\$ 225,555.00	\$ 225,555.00		\$ 329,634.00	\$ 329,634.00	
2	35'x25' COMPACTED FILL DIRT PAD AS PER PLAN DETAILS	1	LS	\$ 10,000.00	\$ 10,000.00		\$ 4,500.00	\$ 4,500.00	
BASE BID TOTAL:					\$235,555.00			\$334,134.00	

SAENZ UTILITY

OG CONSTRUCTION

ALTERNATE #1 BID

Item	Description	Qty.	Unit	Unit Cost	Total	Unit Cost	Total
8	TRENCH PROTECTION	295	LF	\$10.00	\$ 2,950.00	\$ 4.00	\$ 1,180.00
9	TEMPORARY SEDIMENT CONTROL FENCE	1	LS	\$3,500.00	\$ 3,500.00	\$ 6,400.00	\$ 6,400.00
10	16" DR25 PVC FORCE MAIN DRAIN PIPE	131	LF	\$49.00	\$ 6,419.00	\$ 46.00	\$ 6,026.00
11	24" BORE & STEEL CASING	140	LF	\$355.00	\$ 49,700.00	\$ 155.00	\$ 21,700.00
12	16"-45 DEGREE MJ ELBOW WITH MEGA LUGS	2	EA	\$1,350.00	\$ 2,700.00	\$ 840.00	\$ 1,680.00
13	16"-90 DEGREE MJ ELBOW WITH MEGA LUGS	1	EA	\$1,450.00	\$ 1,450.00	\$ 1,050.00	\$ 1,050.00
14	16"-90 DEGREE MJ ELBOW WITH MEGA LUGS TO CONNECT TO 16"x12" CAST IRON REDUCER AT PUMP/ LIFT STATION TOP	1	EA	\$2,500.00	\$ 2,500.00	\$ 1,100.00	\$ 1,100.00
15	15' WIDE ASPHALT OPEN-CUT, PATCH, & REPAIR AT FRONTAGE ROAD	37	SY	\$95.00	\$ 3,515.00	\$ 38.00	\$ 1,406.00
				ALTERNATE #1 TOTAL:	\$117,989.00		\$82,479.00

ALTERNATE #2 BID

Item	Description	Qty.	Unit	Unit Cost	Total	Unit Cost	Total
1	COMPLETE PUMP/LIFT STATION METAL BUILDING TO BE CONSTRUCTED TO MEET 105 MPH WIND LOAD. (INCLUDING CONCRETE FOUNDATION, OVERHEAD DOOR, REGULAR ACCESS DOOR, & ROOF VENTS.)	1	LS	\$23,026.00	\$ 23,026.00	\$ 16,500.00	\$ 16,500.00
				ALTERNATE #2 TOTAL:	\$23,026.00		\$16,500.00

SAENZ UTILITY

OG CONSTRUCTION

ALTERNATE #3 BID

Item	Description	Qty.	Unit	Unit Cost	Total	Unit Cost	Total
1	KOHLER 80REOZJB, EPA TIER 3 DIESEL ENGINE CERTIFIED TO MEET EPA EMISSIONS REQUIREMENTS, UL 2200 LISTED GENERATOR SET, 480/277 VAC, 3 PHASE, WEATHER RESISTANT HOUSING, BATTERY CHARGER AND BATTERY COOLANT HEATER, TWO YEAR WARRANTY. 400 AMP, 3 PHASE, 3 POLE, NEMA 3 ENCLOSURE, IN-PHASE MONITOR, CALENDAR, AND STAINLESS STEEL FLEXIBLE EXHAUST CONNECTOR. TURNKEY INSTALLATION INCLUDING ELECTRICALS, FUEL, DELIVERY, STARTUP, AND PERMITS.	1	LS	\$65,555.00	\$ 65,555.00	\$ 44,500.00	\$ 44,500.00
ALTERNATE #3 TOTAL:				\$65,555.00			\$44,500.00

ALTERNATE #4 BID

Item	Description	Qty.	Unit	Unit Cost	Total	Unit Cost	Total
1	6' COMMERCIAL GRADE CHAINLINK FENCE	865	LF	\$25.00	\$ 21,625.00	\$ 22.00	\$ 19,030.00
2	6' COMMERCIAL GRADE CHAINLINK 12' WIDE GATE	2	EA	\$3,277.50	\$ 6,555.00	\$ 1,250.00	\$ 2,500.00
ALTERNATE #4 TOTAL:				\$28,180.00			\$21,530.00

ALTERNATE #5 BID

Item	Description	Qty.	Unit	Unit Cost	Total	Unit Cost	Total
1	12' WIDE CONCRETE DRIVEWAY	37	SY	\$125.00	\$ 4,625.00	\$ 40.00	\$ 1,480.00
2	4' WIDE CONCRETE WALKWAY	5	SY	\$125.00	\$ 625.00	\$ 99.00	\$ 495.00
ALTERNATE #5 TOTAL:				\$5,250.00			\$1,975.00

SAENZ UTILITY OG CONSTRUCTION

BASE BID TOTAL	\$235,555.00	\$334,134.00
ALTERNATE NO. 1 TOTAL	\$117,989.00	\$82,479.00
ALTERNATE NO. 2 TOTAL	\$23,026.00	\$16,500.00
ALTERNATE NO. 3 TOTAL	\$65,555.00	\$44,500.00
ALTERNATE NO. 4 TOTAL	\$28,180.00	\$21,530.00
ALTERNATE NO. 5 TOTAL	\$5,250.00	\$1,975.00

CONSTRUCTION CONTRACT

This Agreement, entered into this 16th day of November by and between **HIDALGO COUNTY URBAN COUNTY PROGRAM**, joined by Hidalgo County Precinct No. 4 (hereinafter called the "OWNER", acting herein through its COUNTY JUDGE, and Saenz Utility Contractors, LTD., a corporation) of Edcouch, 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. 4 – HUD CDBG-R flood drainage improvements
Faysville Pump Station**

PROJECT #: 5209-94-0309-5000-9400-UCP-ML

PROJECT DESCRIPTION: Providing a drainage outfall for the Faysville & Tamarron Estates community along U.S. Highway 281 to the Hidalgo County North Main Drain Ditch Approximately 1,700 feet of FM 2812.

hereinafter called the project, for the sum of (\$353,544.00) Three hundred fifty three thousand five hundred forty four dollars, and no 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 Raul Sesin, Project Engineer 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 120 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: Saenz Utility Contractors, LTD

Address: 22290 FM 88
Edcouch, Texas 78538

Fed. I.D. #/S.S. 47-0875517

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

AI-23917**15.D.****Street Improvements (City of Edcouch) Engineering services
CC REGULAR**

Date: 11/16/2010
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: Grid - Street Improvements

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/10/2010 04:32 PM	APRV
2	Perla Lopez	Perla Lopez	11/12/2010 09:28 AM	APRV
3	Auditor's Office	Linda Fong	11/12/2010 02:11 PM	APRV
4	Purchasing Department	Marty Salazar	11/12/2010 03:43 PM	APRV

Form Started By: Estella Webber
Started On: 11/10/2010 09:32 AM

Final Approval Date: 11/12/2010

**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	19	20	20	17	20	20	16	20	18
Experience of Project Team	25	24	22	21	21	22	20	23	15
Experience/ Availability of Project Manager	20	20	20	17	17	20	17	16	20
Understanding of Project	24	25	25	22	25	20	22	25	25
Familiarity with Applicable Rules & Regulations	10	10	10	10	10	10	10	10	10
TOTALS	98	99	97	87	93	92	85	94	88
AVERAGES	294÷3=98.00%			272÷3=90.67%			267÷3=89.00%		
RATING									

AI-23924**15.E.****Construction contract - Library facility (City of San Juan)****CC REGULAR**

Date: 11/16/2010
Submitted By: Estella Webber, URBAN COUNTY
Submitted For: Candace Armenta
Department: URBAN COUNTY
Agenda Category: Urban County

Information**CAPTION**

Urban County Program for the City of San Juan is requesting consideration and action to award and enter into a Construction Contract with Rigney Construction & Development LLC. for the Public Facilities Improvements – Construction of a Public Library in the City of San Juan in the amount of \$1,944,750.00 utilizing UCP Year 20 (2007), Year 22 (2009) and Year 23 (2010) Urban County Public Facilities Improvements line item.

BACKGROUND

The bid opening was held November 3, 2010 and the lowest bidder meeting all specifications and/or requirements was Rigney Construction & Development LLC. The project involves construction of a new library to include a parking lot, curb and gutter, drainage, sidewalks, lighting, and all related appurtenances in the City of San Juan. See attached recommendation by the project Architectural Firm, V-A Architecture.

Contractor:	Rigney Construction & Development LLC.	
Contract Amount:	\$1,944,750.00	
Funds Available:	\$ 100,000.00	Year 20 (2007) Precinct #2 Public Facility Improvement funds
	\$ 100,000.00	Year 22 (2009) Precinct No. 2 Public Facility Improvement funds
	\$ 99,095.67	Year 22 (2009) San Juan Public Facility Improvement funds
	\$ 100,000.00	Year 23 (2010) Precinct No. 2 Neighborhood Facility Improvement funds
	\$1,545,654.33	City of San Juan Funding
	\$1,944,750.00	Total

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

Urban County will utilize Year 22 (2009) Public Facilities Improvement funds for the construction of a Public Library in the City of San Juan.

Contract Amount: \$1,944,750.00

Funds Available: \$1,944,750.00

Attachments

Link: Library Construction - Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/12/2010 09:12 AM	APRV
2	Perla Lopez	Perla Lopez	11/12/2010 10:21 AM	APRV
3	Auditor's Office	Linda Fong	11/12/2010 02:10 PM	APRV
4	Dina Trevino	Erika Zamora	11/12/2010 02:17 PM	APRV
5	Perla Lopez	Perla Lopez	11/12/2010 02:21 PM	APRV
6	Auditor's Office		11/12/2010 04:52 PM	NEW

Form Started By: Estella Webber

Started On: 11/10/2010 01:18 PM

Final Approval Date: 11/12/2010

V·A Architecture

November 5, 2010

J.J. Rodríguez, City Manager
City of San Juan
709 S. Nebraska
San Juan, Texas 78539

RE: "San Juan Public Facility Improvements" – San Juan Public Library
5009-75-0300-5000-7500-UCP-CJA

Mr Rodríguez:

After review of bids received on November 3, 2010, we recommend that the base bid amount of \$1,944,750.00 be awarded to Rigney Construction & Development LLC.

We further recommend that deductive Alternates #1-5 not be awarded.

Please note that this amount is \$167,250.00 less than the lowest bid received on September 8, 2010 and subsequently rejected.

Should you have any questions, please phone our office.

Sincerely,



Tomas René Canul

cc: Martha L. Salazar, Hidalgo County Purchasing Agent
Candace J. Armenta, Program Coordinator I, Urban County Program

Vargas & Associates
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242

CONSTRUCTION CONTRACT

This Agreement, entered into this 16th day of November by and between **HIDALGO COUNTY URBAN COUNTY PROGRAM**, joined by the City of San Juan (hereinafter called the "OWNER", acting herein through its COUNTY JUDGE and Rigney Construction & Development L.L.C., a corporation) of Edinburg, 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: "San Juan Public Facility Improvements" – San Juan Public Library
PROJECT #: 5009-75-0300-5000-7500-UCP-CJA
PROJECT DESCRIPTION: NEW 16,565 SF LIBRARY BUILDING

Heinafter called the project, for the sum of \$1,944,750.00 {One Million Nine Hundred Forty Four Thousand Seven Hundred Fifty Dollars and NO/100}, 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 V·A Architecture entitled the CD Coordinator, 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 249 consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of \$ 200.00 {Two Hundred Dollars} 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.



Mayor: Pedro Contreras
Mayor Pro-Tem: Lupe Rodriguez
Commissioners: Bob Garza
Armando Garza, Jr.
Eddie Suarez

November 10, 2010

Candace J Armenta
Program Coordinator
Hidalgo County Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

RE: San Juan Library Project

Dear Ms. Armenta:

This is to inform you that the City of San Juan City Commission at their regular meeting of November 9, 2010 awarded the bid for construction of the San Juan Public Library to Rigney Construction & Development, LLC, in the amount of \$1,944,750. Please note that funding beyond that pledged to the project by Hidalgo County Precinct No. 2 has been secured by the City through the sale of Certificate of Obligation bonds.

Should you have any questions, you may call me at (956)223-2206. I will be glad to assist you.

Sincerely,

Juan J. Rodriguez
City Manager

AI-23918

16.A.4.

Assignment of Evaluation Committee for "Financial Advisory Services"
CC REGULAR

Date: 11/16/2010
Submitted By: Yolanda Velasquez, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Appointment and/or designation by Commissioner's Court of an evaluation committee to evaluate and score the proposals received for RFP No. 2010-373-11-10-YZV "Financial Advisory Services", as referenced in procurement packet.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-415-12-115-018-0-339
FUNDS AVAILABLE Y/N?: N/A **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

NO FUNDING REQUIRED AT THIS TIME.
Services Paid from Bond Issue

Attachments

Link: [Participation Log/Acceptance Sheet](#)

Link: [Evaluation Criteria](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/10/2010 03:25 PM	APRV
2	Budget & Management	Erika Zamora	11/10/2010 04:32 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	11/12/2010 08:59 AM	APRV
4	Auditor's Office	Linda Fong	11/12/2010 01:58 PM	APRV

Form Started By: Yolanda Velasquez Started On: 11/10/2010 10:26 AM
Final Approval Date: 11/12/2010

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

PROPOSAL ACCEPTANCE DATE: NOVEMBER 10 2010 RFP ACCEPTANCE TIME: 9:30 A.M.

**DEPARTMENT/RFP DESCRIPTION: HIDALGO COUNTY "FINANCIAL ADVISORY SERVICES"
RFP NO.: 2010-343-11-10-YZV**

NAME OF VENDOR: COMPANY/FIRM	RFP REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1.Weiver Marketing Associate Requested: April Kleinworterink	Email	april.k@weaverllp.com	10/26/10	12221 Merit Drive, Ste1400 Dallas, TX 75251 Tel:972-490-1970 fax: 972-702-8321
2.Pricewaterhouse Coopers LLP Catherine Chiffert	Email	catherine.chiffert@us.pwc.com	10/26/10	Delaware Tel: 646-471-8864
3.FirstSouthwest Lisa Duvall/Lindsey Smith	Email	lisa.duvall@firstsw.com lindsey.smith@firstsw.com	10/28/10	325 North St. Paul St. Ste 800 Dallas, Texas 75201-3852 Tel: 214-953-8827
4.Estrada Hinojosa & Company Nina Andrews/Esmeralda Robles	TR/EM	erobles@ehmuni.com nandrews@estradahinojosa.com	11/01/10	1717 Main St Suite 4700 Dallas, Texas 75201 Tel: 214-658-1670
5.Tamez Financial Group, LLC. Carlos Tamez/Marie	Email	tamezfinancialgr@rgv.rr.com	11/01/10	1022 S. Texas Blvd Weslaco, Texas 78596 Tel: 956-973-1904
6.Quantum/ G&A Joint Venture Bill Bishop	Email	bbishop@quantumpartners.com	11/03/10	4801 Woodway, Suite 210W Houston, Texas 77056 Tel:713-784-1181 x1402
7.Deutsche Bank Trust Com Americas Lindsey Tsang	Email	Lindsey.tsang@db.com	11/03/10	60 Wall Street, 10005-2836 New York, NY USA Tel: 212-250-6590
8.KPMG LLP (Infrastructure Advisory Group) Travis Hamphill	Email	themphill@kpmg.com	11/03/10	Suite 2500, 111 Congress Avenue Austin, Texas 78701-41043 Tel: 512-501-5334
9.Reznick Group Joanna Turner	Email	Joanna.turner@reznickgroup.com	11/03/10	2002 Summit Blvd. Ste 1000 Atlanta, GA 30319 Tel: 404-250-4188
10.Public Financial Management Gwen Davidson	Email	davidsong@pfm.com	11/04/10	700 Lavaco, Suite 1500 Austin, Texas 78701 Tel: 512-472-7194
11.American Beacon Advisors, INC Suzy Finigan	Email	suzy.finigan@ambeacon.com	11/04/10	4151 Amon Carter Blvd., <D 2450 Fort Worth, Texas 76155 Tel: 817-391-6182
12.Prime Vendor INC. Kate Hanly	Email	bids17@prime-vendor.com	11/04/10	4622 Cedar Avenue, Suite 123 Wilmington, North Carolina 28403 Tel: 800-746-8307
13.Branch Banking & Trust Julie Clasby	Email	jclasby@bbandt.com	11/04/10	15150 Preston Road, Suite 100 Dallas, Texas75248 Tel: 469-791-4512

***VIA:**

**BIDDER LIST MAIL OUT (BLM)
TELEPHONE REQUEST (TR)**

**E-MAIL (EM)
IN PERSON (IP)**

HIDALGO COUNTY PURCHASING DEPARTMENT

PROPOSAL ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

PROPOSAL ACCEPTANCE DATE: November 10, 2010

PROPOSAL ACCEPTANCE TIME: 9:30 A.M.

DESCRIPTION OF RFP: HIDALGO COUNTY - "FINANCIAL ADVISORY SERVICES"

RFP NO: 2010-343-11-10-YZV

BUYER: Yolanda Velasquez

RFP	NAME OF COMPANY	ACKNOWLEDGEMENT RECEIPT	ADDENDUM 1
#1	Estrada Hinojosa Investment Bankers	✓	✓
#2	First Southwest Company	✓	✓
#3			
#4			
#5			
#6			
#7			
#8			

EXHIBIT B
SELECTION CRITERIA

HIDALGO COUNTY
REQUEST FOR PROPOSALS

Financial Advisory Services
for Hidalgo County

RFP No. 2010-343-11-10-YZV

EVALUATION CRITERIA

HIDALGO COUNTY "FINANCIAL ADVISORY SERVICES" RFP No. 2010-343-11-10-YZV

RFP Evaluation Criteria

Proposals evaluation criteria will include, but not be limited to, the items listed below.

1. Firm's Qualifications and Staffing of Project Team (25)

The professional team members shall have experience in performing similar contracts for counties, cities, or other clients as stated in the Request for proposals and Proposal (RFP). The firm should provide the resume of each of the firm professionals. Any specializations or board certifications should also be detailed in each resume. Copies of current valid licenses, certifications should be included in this section.

2. Understanding of Project/Similar Projects (25)

- * demonstrate an understanding of the scope of services
- * address appropriate Federal/State/Local regulations and policies
- * identify information to be gathered or obtained

The firm should provide as much background information as to its experience in providing similar services to City, County, School or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers. A minimum of three references are required.

3. Experience of Project Team/Ability to Commit Resources (25)

The professional team members shall have experience in performing similar contracts for counties, cities, or other clients as stated in the Request for Proposal (RFP).

The firm shall designate experienced staff to completely and efficiently perform the work. 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. 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. Also in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

4. Fees Schedule/Cost (25)

HIDALGO COUNTY
"FINANCIAL ADVISORY SERVICES"
RFP No. 2010-343-11-10-YZV

RFP- EVALUATION FORM

1. Firm's Qualifications and Staffing of Project Team (25) 0-25

The professional team members shall have experience in performing similar contracts for counties, cities, or other clients as stated in the Request for proposals and Proposal (RFP). The firm should provide the résumé of each of the firm professionals. Any specializations or board certifications should also be detailed in each résumé. Copies of current valid licenses, certifications should be included in this section

Comments/Rationale for Points: _____

2. Understanding of Project/Similar Projects (25) 0-25

- * demonstrate an understanding of the scope of services
- * address appropriate Federal/State/Local regulations and policies
- * identify information to be gathered or obtained

The firm should provide as much background information as to its experience in providing similar services to City, County, School or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers. A minimum of three references are required.

Comments/Rationale for Points: _____

3. Experience of Project Team/Ability to Commit Resources (25) 0-25

The professional team members shall have experience in performing similar contracts for counties, cities, or other clients as stated in the Request for proposals and Proposal (RFP).

The firm shall designate experienced staff to completely and efficiently perform the work. 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. 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. Also in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

Comments/Rationale for Points: _____

4. Fee Schedule/Cost

Comments/Rationale for Points: _____

Provider: _____

Name of Evaluator: _____ Date: _____

AI-23943

16.A.5.

Requesting approval to execute signature for auction paperwork.

CC REGULAR

Date: 11/16/2010

Submitted By: Lisa Vela, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Sub-category: Hidalgo County

Information

CAPTION

Authority for Hon. Ramon Garcia, Hidalgo County Judge to execute/sign pending surplus vehicle paperwork (i.e. titles, bills of sale and 130U Forms) as approved by CC on October 26, 2010 for disposition through auction on 11-20-10.

BACKGROUND

No budgetary impact

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:

Auction is for purpose or generating revenue.

Expenses that are County's responsibility include: advertising costs (paid by County) and fee for auctioneer deducted from gross sales.

\$75.25 available funds as of 11/12/10 in advertising cost

Attachments

Link: [Agenda](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/12/2010 12:50 PM	APRV
2	Budget & Management	Erika Zamora	11/12/2010 12:57 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	11/12/2010 01:14 PM	APRV
4	Auditor's Office	Linda Fong	11/12/2010 01:57 PM	APRV

Form Started By: Lisa Vela

Started On: 11/10/2010 04:07 PM

Final Approval Date: 11/12/2010

AI-23559**28.A.0.****Requesting approval to declare as surplus for Auction Scheduled 11-20-10
CC REGULAR****Date:** 10/26/2010**Submitted By:** Lisa Vela, PURCHASING DEPT.**Submitted For:** Marty Salazar**Department:** PURCHASING DEPT.**Agenda Category:** Purchasing Department**Sub-category:** Hidalgo County**Information****CAPTION**

Requesting approval to declare as surplus numerous items and vehicles (County-owned and/or Seized) for the purpose of disposition through auction as set forth through Texas Local Government Code 26.152.(a)(1) and as further detailed on the Exhibit attached hereto.

BACKGROUND

Auction will take place on Saturday 11-20-2010 at Abrego's Trucking Service.

Fiscal Impact**FISCAL YEAR:** 2010**ACCT. #:** 0-1100-415-18-160-001-0-540**FUNDS AVAILABLE Y/N?:** y**MATCHING FUNDS Y/N?:** n**BUDGETARY IMPACT:**

Expenses that are County's responsibility include: advertising costs (paid by County) and fee for auctioneer deducted from gross sales.

\$75.25 available funds as of 10-22-10 in advertising cost.

Attachments

Link: [Auction List for 11-20-10](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/22/2010 11:32 AM	APRV
2	Budget & Management	Sylvia Solis	10/22/2010 01:03 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	10/22/2010 02:43 PM	APRV
4	Auditor's Office	Linda Fong	10/22/2010 02:49 PM	APRV

Form Started By: Lisa Vela

Started On: 10/20/2010 08:49 AM

Final Approval Date: 10/22/2010

AGENDA LIST FOR AUCTION 11-20-2010

ASSET TAG	DISCRIPTION
124-016	Rustic Wood Bench
124-017	Swing Chain Bench
124-018	Swing Chain Bench
124-019	Swing Chain Bench
124-020	Swing Chain Bench
124-021	Table Bench Combo
124-022	Table Bench Combo
124-023	Table Bench Combo
19063	1976 Flat Allid 545B Loader
0	1990 Chevy 3500 P/U
32386	1993 Chevy Lumina
31404	1993 Jeep Cherokee
34171	1995 Chevy Caprice Car
36829	1995 Chevy Monte Carlo
HD START	1995 GMC Suv (Unit 40)
HD START	1995 GMC Van
37207	1996 GMC Silverado P/U
37209	1997 Ford Crown Victoria
30602	1997 Ford Van
HD START	1997 GMC P/U (Unit 54)
45770	1997 Jeep Cherokee
32235	1998 Ford Crown Victoria
32337	1998 Ford Crown Victoria
32339	1998 Ford Crown Victoria
0	1998 Ford Expedition
31863	1998 Ford Expedition
31864	1998 Ford Expedition
31872	1998 Ford Expedition
32243	1998 Ford Expedition
0	1999 Dodge Interpid Car
39215	2000 Ford Crown Victoria
0	2000 Chevy 3500 P/U
0	2000 Chevy Z-71 P/U
45769	2000 Chevy Impala
C-684-09-F	2000 Peterbilt Tractor
36214	2001 Ford Crown Victoria
C-1009-10-A	2001 Ford F250 P/U
C-942-07-A	2003 Bombardier DS50 Quad ATV
C-3555-09-G	2003 Dodge Neon

AGENDA LIST FOR AUCTION 11-20-2010

ASSET TAG	DISCRIPTION
39905	2003 Ford Expedition
C-1389-10-I	2009 Kawasaki Treyx 750
C-442-07-E	Black Hi Brid Motorcycle
	1998 Chevy Lumina White
0	1999 Dodge Interpid Car
C-3554-09-B	53 Air Compressors
C-3554-09-B	13 Heaters Fans
22030	1990 GMC Sierra 1/2 ton
37377	1996 GMC Topkick Dump Truck
32967	1999 Chevy Astro Van (WIC)

AI-23651**16.B.1.****Bid Award for Faysville Pump House Force Main Pipe Materials Only for DIP
Project- Pct. #4
CC REGULAR****Date:** 11/16/2010**Submitted By:** Oscar Garza, PURCHASING DEPT.**Submitted For:** Marty Salazar**Department:** PURCHASING DEPT.**Agenda Category:** Purchasing Department**Sub-category:** Prct. 4

Information**CAPTION**

Presentation of bids received (as reviewed by George Guerra, Drainage Improvements Director of Construction and recommended by Hon. Oscar L. Garza, Jr.-Hidalgo County Commissioner Pct. #4) for the purposes of award for: "Faysville Pump House Force Main Pipe Materials Only" through project #2010-338-10-13-OGG to Aguaworks Pipe & Supply, LLC as the lowest responsible bidder meeting all specifications in an amount of \$61,558.88

BACKGROUND

Proposed purchase of materials will allow the infrastructure of Force Main pipe to alleviate flooding in proposed areas.

Fiscal Impact**FISCAL YEAR:** 2010**ACCT. #:** 0-1342-431-00-124-074-0-733**FUNDS AVAILABLE Y/N?:** Y/Pending**MATCHING FUNDS Y/N?:** NO**BUDGETARY IMPACT:**

Available balance as of 11-12-10 \$31,931.99.

Funding Pending interdepartmental transfer (AI#23906 11-16-10 \$31,558.88).

Attachments

Link: [Ltr to Award](#)

Link: [map](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/10/2010 03:00 PM	APRV
2	Budget & Management	Erika Zamora	11/10/2010 04:28 PM	APRV
3	Manuel Chapa	Manuel Chapa	11/12/2010 09:49 AM	APRV
4	Auditor's Office	Linda Fong	11/12/2010 02:01 PM	APRV

Form Started By: Oscar Garza

Started On: 10/25/2010 02:27 PM

Final Approval Date: 11/12/2010

COUNTY *of* HIDALGO

OSCAR L. GARZA, JR.

1102 N. DOOLITTLE RD.

EDINBURG, TEXAS 78541

OFFICE: (956) 383-3112

FAX: (956) 381-5905



COUNTY COMMISSIONER, PCT. No. 4

October 25, 2010

Ms. Martha L. Salazar
Purchasing Agent
Hidalgo County Purchasing Department
Edinburg, Texas

Re: Bid No. 2010-338-10-13-OGG

Dear Ms. Salazar:

Hidalgo County Precinct #4 is recommending bid award of the two items listed on the tabulation sheet dated 10/13/2010 to Aguaworks Pipe & Supply, LLC as follows;

<u>ITEM</u>	<u>TOTAL</u>
1. 16" Ultra Blue-PVC-Force Main Pipe	\$ 56,800.00
2. 22.5 Degree MJ Elbows	\$ 4,758.88

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

Sincerely,

A handwritten signature in black ink, appearing to read "Oscar L. Garza, Jr.".

Commissioner Oscar L. Garza, Jr.
Hidalgo County Precinct 4

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT'S NO. 4		BID OPENING TIME: 9:30 A.M.	
BID OPENING DATE: October 13, 2010		BID OPENING TIME: 9:30 A.M.	
DESCRIPTION OF BID: "Purchase of Force Main Drain Pipe ONLY for Faysville Pump House"			
BID NO: 2010-338-10-13-OGG		PROCUREMENT SPECIALIST: OSCAR GARZA	

BID # RTB#	NAME OF COMPANY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	Agua works Pipe & Supply - LLC Brownsville, TX	16" DR25 PVC-Force Main Pipe		61,800.00
		16" C900 DR18		84,600.00
		16" Ultra Blue		56,800.00
		22.5 Degree MJ ELBOWS		4,758.88 / ~~4758.88~~
		DELIVERY		Ø
GRAND TOTAL				
2	HD Supply Waterworks McAllen, TX	16" DR25		58,560.00
		16" C900 DR18		81,880.00
		16" Ultra Blue		56,960.00
		22.5 Degree MJ ELBOWS		5,494.88
		DELIVERY		Ø
GRAND TOTAL				

HIDALGO COUNTY PURCHASING DEPARTMENT

BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT'S NO. 4	
BID OPENING DATE: October 13, 2010	BID OPENING TIME: 9:30 A.M.
DESCRIPTION OF BID: "Purchase of Force Main Drain Pipe ONLY for Faysville Pump House"	
BID NO: 2010-338-10-13-OGG	
PROCUREMENT SPECIALIST: OSCAR GARZA	

BID # RFB#	NAME OF COMPANY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
3	Ferguson Water Works Mission, TX	16" DR25		65,640.00
		16" C900 DR18		89,680.00
		16" Ultra Blue		no BID
		22.5 Degree MJ ELBOWS		~~5,100.00~~ 5,100.00
		DELIVERY		
GRAND TOTAL				
4		16" DR25		
		16" C900 DR18		
		16" Ultra Blue		
		22.5 Degree MJ ELBOWS		
		DELIVERY		
GRAND TOTAL				

GRAND TOTAL			
--------------------	--	--	--

**HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS**

RFB-RFP-RFQ

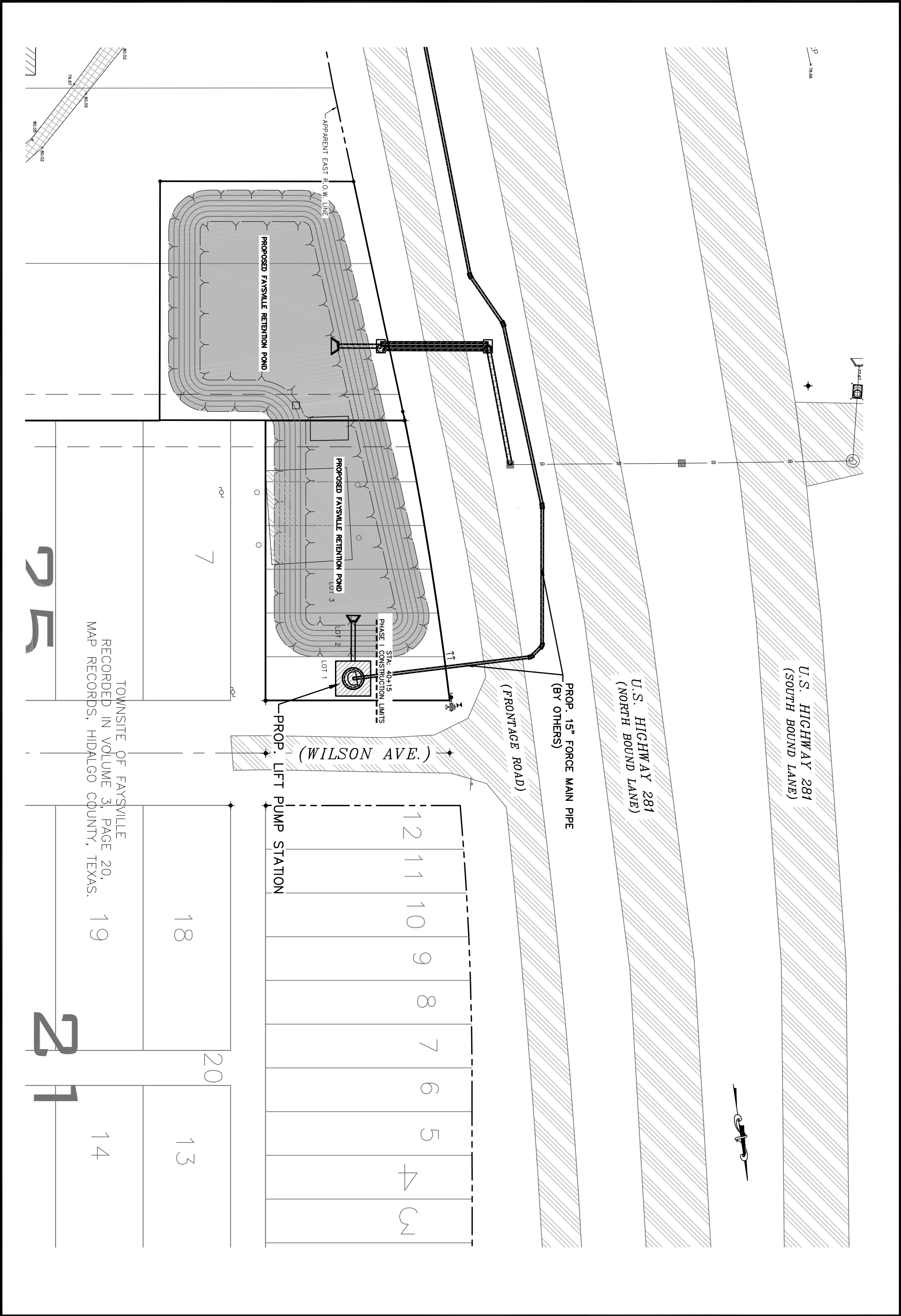
BID OPENING DATE: October 13, 2010 **BID OPENING TIME:** 9:30 A.M.

**DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY PRECINCT NO.4
("PVC Force Main Drain Pipe ONLY for Faysville Pump House in Pct. #4**

BID NO.: 2010-338-10-13-OGG

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1. Ferguson Water Works	EM	juan.ortega@ferguson.com	09/28/10	1900 W Expressway 83, Mission, TX (956) 584-8199
2.HD Supply Waterworks	EM	ruby.martinez@hdsupply.com	09/28/10	PO Box 2227 78502 100 N. 1 st St. McAllen, TX 78501
3. Garco Industries, Inc	EM	paoladeleon@garcoindustries.com	9/29/10	Jerry Garza 5842 S Cage Boulevard Pharr, TX 78577-9001 956-783-1695 Office 956-781-3990 Fax
4.Aguaworks Pipe & Supply	EM	felipegarcia@aguaworkspipe.com	9/30/10	Felipe Garcia 2907 N. Central Ave. Brownsville, TX
5.				
6.				
7.				

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)
FACSIMILE (FAX)



**Authority to Purchase Roofing Materials for County Owned Buildings
CC REGULAR**

Date: 11/16/2010

Submitted By: Oscar Garza, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Sub-category:** Facilities Management

Information**CAPTION**

a. Acceptance of proposal received (for the purpose of award) from Quest Construction Products, LLC/Hydro Stop Inc, LLC (through Hidalgo County's membership/participation with state, cooperative purchasing programs and/or interlocal awarded HCDE, Choice Facility Partners Contract #08/021JC-01) for the purchase of roofing materials and related accessories, to include, but not limited to delivery and any other items needed to complete the: "Roof Repair to the Rudy De La Viña Juvenile Detention Center located at 3100 So. Bus. Hwy 281 Edinburg, TX which is being renovated/converted into an autopsy facility in an amount of **\$40,836.06** through project #2010-359-OGG;

b. Acceptance of proposal received (for the purpose of award) from Quest Construction Products, LLC/Hydro Stop Inc, LLC (through Hidalgo County's membership/participation with state, cooperative purchasing programs and/or interlocal awarded HCDE, Choice Facility Partners Contract #08/021JC-01) for the purchase of roofing materials and related supplies/accessories, including, but not limited to delivery and any other items needed to complete the: "Roof Repair to Surplus Warehouse adjacent to the Elections Warehouse located at 317 N. Closner Edinburg, TX in the amount of **\$5,493.11** through project #2010-371-OGG.

BACKGROUND

Approval of proposed purchase will allow Facilities Mgmt to apply roofing materials for proposed Old Rudy De La Viña Juvenile Detention Center aka "Old Juvy". Facilities Mgmt currently has trained 22 staff to apply proposed roofing materials from Hydro Stop, Inc. for use of County owned Buildings in need of roofing materials saving on labor by using Counties own staff.

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: 0-1342-421-00-220-045-0-452

FUNDS AVAILABLE Y/N?: YES

MATCHING FUNDS Y/N?: NO

BUDGETARY IMPACT:

Available balance of \$752,641.50 as of 11/12/10.

FISCAL YEAR: 2010

ACCT. #: 0-1100-419-40-220-001-0-671

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?: No

BUDGETARY IMPACT:

Available balance of \$6,137.98 as of 11/12/10.

Attachments

Link: [proposal-roofing materials](#)

Link: [CFP Approval](#)

Link: [Surplus Warehouse](#)

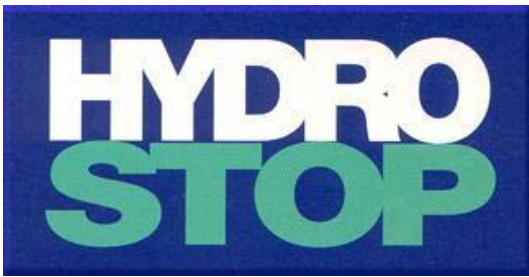
Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/10/2010 03:14 PM	APRV
2	Budget & Management	Erika Zamora	11/10/2010 04:30 PM	APRV
3	Olga Garza	Olga Garza	11/12/2010 02:23 PM	APRV
4	Auditor's Office		11/12/2010 04:52 PM	NEW

Form Started By: Oscar Garza

Started On: 11/08/2010 01:01 PM

Final Approval Date: 11/12/2010



The Leader in the Manufacture of Environmentally-safe Roofing & Waterproofing Systems

Hydro-Stop Premium Coat Product Bid

Company Name Facilities Management - Hidalgo County, Texas

Property Name Old Juvy / County Medical Examiner Roof by HS

Building Name or # Roofs - A, B, C, D & E

Contract #08-021JC-01 (Choice Facility Partners - Harris County - HCDE)

Date October 18, 2010

Technical Sales Rep. Wayne Burtch - 361-739-7586 - 901 Quetzal St, Corpus Christi, TX

Thank you for the opportunity to provide you with a bid for the County to purchase the materials necessary for it to install the Hydro-Stop PremiumCoat system to the roofs identified as Old Juvy/County Medical Examiner roofs. Hydro-Stop's representative has walked the roofs and the list below contains all the material necessary to complete the roofing projects.

The roofs are an estimated 18,830 square feet.

<u>Quantity</u>	<u>Material Description</u>	<u>Unit Price</u>	<u>Line Total</u>
11	6" PremiumCoat Fabric	\$32.77	\$360.47
7	12" PremiumCoat Fabric	\$58.65	\$410.55
18	40" PremiumCoat Fabric	\$165.38	\$2,976.84
124	PremiumCoat Foundation 5 gal.	\$135.70	\$16,826.80
53	PremiumCoat Finish Coat 5 gal.	\$152.29	\$8,071.37
	Additional Materials from page 2		\$9,341.50
		Sub-Total	\$37,987.53
	(O&P on non HS items only)	O&P(20%)	1,505.22
		Freight	\$1,343.31
		Total	\$40,836.06

<u>Quantity</u>	<u>Product</u>	<u>Unit Price</u>	<u>Line Total</u>
3	BarrierGuard	5 gal. \$156.96	\$470.88
3	StableRust Primer	5 gal. \$198.83	\$596.49
2	ButterGrade	5 gal. \$118.45	\$236.90
1	ClearGuard Plus	5 gal. \$162.01	\$162.01
148	X-board Tapered Poly Iso	Each \$6.40	\$947.20
148	Y-board Tapered Poly Iso	Each \$12.80	\$1,894.40
174	2" Poly Iso	Each \$19.52	\$3,396.48
12	Brush 4" Flashing	Each \$3.16	\$37.92
6	Brush 6" Block	Each \$4.33	\$25.98
18	Brush 10" Block	Each \$8.10	\$148.80
24	Brush Handle	Each \$5.81	\$139.44
5	OlyBond Adhesive	Case \$225.00	\$1,125.00
1	Dispensing Gun	Each \$163.00	\$163.00
215	1/2" Densdeck	Each \$18.24	\$0**
5	#12x6" deck screws	Box \$146.60	\$0**
5	#12x8" deck screws	Box \$267.75	\$0**
10	3" plates	Box \$68.00	\$0**
Total from Page 2-			\$9,341.50

Material sale only. Installation by County, inspections by HS rep.

Conway Trucking (3 days- Shipping is broken into three sections)

Buildings A&B	\$712.09
Building C	\$255.68
Buildings D&E	<u>\$375.54</u>
Total	\$1,343.31

Total Cost including shipping is **\$40,836.06**

Thank you for this opportunity. Please let me know when you would like to proceed.



John Follis

*This is added to the non Hydro-Stop products only

****We will not deliver this. The Quantity section shows what you have to purchase**

From: Jack Cutting [jcutting@hcde-texas.org]
Sent: Wednesday, October 27, 2010 2:34 PM
To: Oscar Garza
Cc: moises.salazar@co.hidalgo.tx.us; Martha Salazar; darlene betancourt; Richard Sunday; Dean Zajicek; John Follis
Subject: RE: Review of Proposal for Quest/Hydro Stop Inc. LLC Job No. 08/021JC (Project #2010-359)

Mr. Garza,

CFP appreciates your interest in one of our contracts.

I pulled the Hydro-Stop contract no. 08/021JC-01 and reviewed their unit pricing. I verified that all unit pricing in the Hydro-Stop quote dated October 18, 2010 is in accordance with the contract pricing. CFP can not verify the items listed as open market items.

Please let me know if you require additional information in order to proceed with an agenda item for Commissioner's Court.

Thanks,

Jack Cutting, C.P.M.
Contract Manager
Choice Facility Partners
P- 713-696-8252
F- 713-696-8211
C- 281-475-5368
email: jcutting@hcde-texas.org

From: Oscar Garza [mailto:oscarg.garza@co.hidalgo.tx.us]
Sent: Wednesday, October 27, 2010 11:30 AM
To: Jack Cutting
Cc: moises.salazar@co.hidalgo.tx.us; 'Martha Salazar'; 'darlene betancourt'; 'Richard Sunday'
Subject: Review of Proposal for Quest/Hydro Stop Inc. LLC Job No. 08/021JC (Project #2010-359)

Mr. Cutting attached please find the proposal submitted to us from Hydro Stop for proposed purchase of materials ONLY. We have approximately 22 staff that were trained and Certified by Hydro Stop to apply this type of roofing to our County owned buildings. This would be our first order and the Hidalgo County Purchasing Department would like to have your review and approval of proposed quote received from Hydro-Stop Inc. LLC for Project #2010-359-OGG as meeting all the required guidelines and specifications as per your contract with Hydro-Stop.

Mr. John Follis with Hydro-Stop and myself have brain stormed this quote in order to cover all necessary items to meet with auditors criteria.

Please note that the open market items that Hydro Stop could provide under RS Means has been provided and made part of the quote as per attached. All other items will be purchased here locally.

Upon receiving your review and approval the Hidalgo County Purchasing Department will prepare an agenda item for Commissioners Court approval followed by a Purchase Order in the amount as shown on proposal.

Should you have any questions, please let me know.

Thank you,

Oscar Garza, Procurement Specialist
2802 So. Bus. Hwy 281
Postal Mailing Address
2812 So. Bus 281 & Corner of Canton Rd.
Edinburg, TX 78539
Phone: 956-318-2626 Ext. 4857
Fax: 956-292-7612
oscar.garza@co.hidalgo.tx.us

Oscar Garza

From: Jack Cutting [jcutting@hcde-texas.org]
Sent: Monday, November 08, 2010 3:24 PM
To: Oscar Garza
Subject: RE: hidalgo

Mr. Garza,

I have reviewed the Hydro Stop proposal dated November 8, 2010 for \$5,493.11 and the unit pricing is correct and in accordance with the CFP contract no. 08-021JC-01.

Please let me know if you require additional information.

Thanks,

Jack Cutting, C.P.M.
Contract Manager
Choice Facility Partners
P- 713-696-8252
F- 713-696-8211
C- 281-475-5368
email: jcutting@hcde-texas.org

From: Oscar Garza [mailto:oscarg.garza@co.hidalgo.tx.us]
Sent: Monday, November 08, 2010 2:13 PM
To: Jack Cutting
Cc: 'Richard Sunday'
Subject: FW: hidalgo

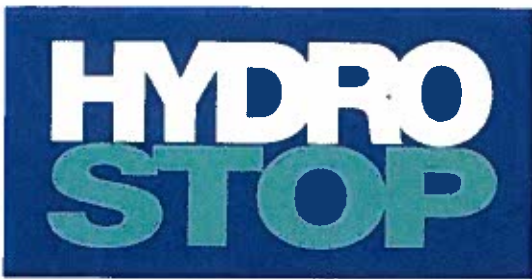
Mr. Cutting we have received another proposal for roofing materials for repair to the Surplus Warehouse located on 321 N. Closner in Edinburg, Tx.

The Hidalgo County Purchasing Department would appreciate your review and approval of proposed quote received from Hydro Stop Inc. LLC for project #2010-371-OGG as meeting all the required guidelines and specifications as per your contract with Hydro-Stop Inc.,LLC.

We have placed an agenda for both projects subject to your review and approval of proposed quote received.



Oscar Garza, Procurement Specialist
2802 So Bus. Hwy 281
Postal Maining Address
2812 So. Bus 281 & Corner of Canton Rd.
Edinburg, TX 78539
Phone: 956-318-2626 Ext. 4857
Fax: 956-292-7612
oscarg.garza@co.hidalgo.tx.us



The Leader in the Manufacture of Environmentally-safe Roofing & Waterproofing Systems

Hydro-Stop Premium Coat product Proposal

Company Name	Facilities Management - Hidalgo County, Texas
Property Name	Old Roberts
Building Name or #	Chevrolet-Edinburg
Contract	Surplus Warehouse 317 N. Closner Edinburg, TX
Date	#08-021JC-01 (Choice Facility Partners - Harris County - HCDE)
Technical Sales Rep.	November 8, 2010
	Wayne Burtch - 361-739-7586 - 901 Quetzal St, Corpus Christi, TX

Thank you for the opportunity to provide you with a bid for the County to purchase the materials necessary for it to install the Hydro-Stop Premium Coat system to the roof of the Surplus Warehouse. Hydro-Stop's representative has walked the roof and the list below contains all the material necessary to complete the roofing projects

The area to be roofed, including corrugation is roofs are an estimated 4800 square feet.

<u>Quantity</u>	<u>Material Description</u>	<u>Unit Price</u>	<u>Line Total</u>
4	6" PremiumCoat Fabric	\$32.77	\$139.82
1	Hydro-Caps (1296 each)	\$126.62	\$126.62
2	12" PremiumCoat Fabric	\$58.65	\$117.30
10	PremiumCoat Foundation 5 gal.	\$135.70	\$1,357.00
14	PremiumCoat Finish Coat 5 gal.	\$152.29	\$2,132.06
5	StableRust Primer 5 gal.	\$198.83	\$994.15
	Additional Materials from page 2		\$0.00
		Sub Total	\$4,866.95
	Freight (HS) / (panels)		\$559.25
		O&P on R-panels	\$66.91
		Total	\$5,493.11

Thank you for this opportunity and look forward to working with you on many projects. Please let me know how you would like to proceed.

John Follis

AI-23804

16.D.1.

**BCAP Application for Payment No.4 Retainage Release, and Certificate of Construction Completion - Colonia Boyce Precinct No.1
CC REGULAR**

Date: 11/16/2010
Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For: Agapito Vargas
Department: COLONIA ACCESS PROGRAM
Agenda Category: Purchasing Department **Sub-category:** CAP Pct.1

Information

CAPTION

Acceptance and approval of the following items in connection with Colonia Boyce (Pct No. 1) with Valley Paving as submitted through project engineer L. L. Rodriguez (C-CAP-09-469-04-06):

- a. Application for Payment No. 4 Retainage Release in the amount of \$11,910.94;
- b. "Certificate of Construction Completion" reflecting the date of September 10, 2010.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1312-431-00-121-232-0-731/733
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

PO #641227 for Valley Paving, Inc. has been paid in full in relation to Colonia Boyce. PO (contract) amount is \$119,109.35.

Retainage release will be paid from acct #0-1312-206-00-000-012-0-000 "Retainage Payable-Valley Paving, Inc.-Pct. 1"

Available balance in retainage payable acct is \$11,910.94 as of 11-12-10.

Attachments

Link: Application for Payment No.4 Retainage Release Colonia Boyce Subdivision
Link: cert of compl col boyce subd

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	11/10/2010 01:53 PM	APRV
2	Purchasing Department	Marty Salazar	11/10/2010 03:01 PM	APRV
3	Budget & Management	Erika Zamora	11/10/2010 04:30 PM	APRV
4	Ivan Cantu	Ivan Cantu	11/12/2010 10:20 AM	APRV

5 Auditor's Office Linda Fong 11/12/2010 02:03 PM APRV
Form Started By: Marcie Jackson Started On: 11/03/2010 03:25
PM
Final Approval Date: 11/12/2010

APPLICATION FOR PAYMENT NO. 4 & Retainage

To: HIDALGO COUNTY (OWNER)
 From: VALLEY PAVING, INC. (CONTRACTOR)
 Contract: HIDALGO COUNTY
 Project: ROAD AND DRAINAGE IMPROVEMENTS FOR COLONIA BOYCE

Owner's Contract No. C-CAP-09-469-02-02 Engineer's Project NO. _____
 For Work accomplished through the date of: September 13, 2010

1. Original Contract Price:	<u>\$119,109.35</u>
2. Net change by Change Order No. 1 and Written Agreements(+):	<u>\$0.00</u>
3. Current Contract Price (1 plus 2):	<u>\$119,109.35</u>
4. Total completed and stored to date:	<u>\$119,109.35</u>
5. Retainage (per Agreement):	
<u>0%</u> of completed Work:	<u>\$0.00</u>
_____ of stored material	_____
Total Retainage:	<u>\$0.00</u>
6. Total completed and stored to date less retainage (4 minus 5)	<u>\$119,109.35</u>
7. Less previous Application for Payments:	<u>\$107,198.41</u>
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	<u>\$11,910.94</u>

Accompanying Documentation:

REQ# 176576 P.O.# 641227
 0-1312-206-00-000-012-0-000 → \$11,910.94
 COLONIA BOYCE SUBDIVISION

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 4 & Retainage inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date 09/13/10

State of TEXAS
 County of HIDALGO
 Subscribed and sworn to before me this 13th
 day of September, 2010

Rosalinda Trevino
 Notary Public
 My Commission expires: 02/23/2011



VALLEY PAVING, INC.
 (CONTRACTOR)

By: [Signature]
 OSCAR CORDOVA, PRESIDENT
 321 E. 2 MILE LN.
 MISSION, TEXAS 78574

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date _____

L.L. RODRIGUEZ ENGINEERING
 (ENGINEER)

By: [Signature]
 RECEIVED
 NOV 01 2010
 BY: [Signature]

Valley Paving, Inc.	Contractor Name
	Starting Date
	Project Ending Date
10%	Retainage Percent

Application No:	4 Retainage Release
Application Date:	September 20, 2010
Period To:	4
Engineer Firm:	Rodriguez Engineering

Summary												
CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
3C1080232	COLONIA BOYCE	\$ 119,109.35	\$ -	\$ 34,887.30	\$ 46,255.65	\$ 37,966.40	\$ 119,109.35	\$ -	-	\$ 119,109.35	\$107,198.41	\$ 11,910.94
		\$ 119,109.35	\$ -	\$ 34,887.30	\$ 46,255.65	\$ 37,966.40	\$ 119,109.35	\$ -	\$ -	\$ 119,109.35	\$107,198.41	\$ 11,910.94

Application No.: 42
Application Date: 7/26/2010
Period To: _____
Engineer's / County Project No.: 1

Richards Salazar
Print Name

9/21/10
Date


Signature

Exhibit E-O

CERTIFICATE OF CONSTRUCTION COMPETITION
--

THIS IS TO CERTIFY THAT ON 10th DAY OF September, 2010 A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: April 6th, 2010
 OWNER: Hidalgo County
 CONSTRUCTION CONTRACTOR: Valley Paving, Inc.
 OF THE CITY OF Mission STATE OF Texas

PROJECT DESCRIPTION

CONSTRUCTION OF Road and Drainage Construction for Colonia Boyce Subdivision

CONTRACT NO: C-CAP-09-469-04-06
 Located in or near the City/Precinct Of Hidalgo County Precinct No.1

THIS IS TO CERTIFY"

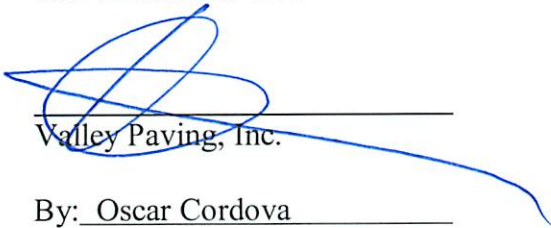
1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:
None
2. That the sum of \$0.00, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.
3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.
4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5. Amount of Original Contract	<u>\$ 119,109.35</u>
Present Amount of Contract	<u>\$ 119,109.35</u>
Total Amount of earned to Date	<u>\$ 119,109.35</u>
Less: previous payments	<u>\$ 107,198.41</u>
Balance	<u>\$ 11,910.94</u>
Authorized deductions	<u>\$ 0.00</u>
AMOUNTY OF FINAL PAYMENT	<u>\$ 11,910.94</u>

6. That the final payment in the amount of Eleven Thousand Nine Hundred Ten Dollars and 94/100 (\$11,910.94) is now due and payable.


Leo Rodriguez , P.E.
Rodriguez Engineering

CONCURRED BY:



Valley Paving, Inc.
By: Oscar Cordova
Title: President

CONCURRED BY:

Hidalgo County Judge
By: Rene A. Ramirez
Title: County Judge

AI-23950

16.E.1.

**HCSO-Sixty (60) Day Extension-INMATE PAY TELEPHONE
SERVICES-Evercom Systems Inc a Division of SECURUS
TECHNOLOGIES-C-05-191-12-06**

CC REGULAR

Date: 11/16/2010
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Sheriff's Office

Information

CAPTION

Requesting authority to exercise the sixty (60) day grace period extension as provided in the current contract for:"INMATE PAY TELEPHONE SERVICES" for the Hidalgo County Sheriff's Office, under the same rates, terms and conditions with EVERCOM SYSTEMS, INC a DIVISION OF SECURUS TECHNOLOGIES-effective 12/06/10 - 02/05/11, or (upon completion of the procurement process which ever comes first)

BACKGROUND

60 Day Letter of Extension to Evercom Systems Inc a Division of Securus Technologies
Contract #C-05-191-12-06

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-421-00-280-001-0-432/532
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Funding available as of 11-12-10.

Attachments

Link: 60-Day Letter of Extension-Evercom Systems Inc a Division of Securus
Tech-C-05-191-12-16

Link: contract# C-05-191-12-16

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/12/2010 11:08 AM	APRV
2	Budget & Management	Erika Zamora	11/12/2010 01:00 PM	APRV
3	Manuel Chapa	Manuel Chapa	11/12/2010 03:24 PM	APRV
4	Auditor's Office	Angela Garcia	11/12/2010 04:52 PM	APRV

Form Started By: Letty Saenz
Started On: 11/10/2010 04:54 PM
Final Approval Date: 11/12/2010



PURCHASING DEPARTMENT County Of Hidalgo

November 10, 2010

Misty Morse, Executive Assistant
EVERCOM SYSTEMS, INC. a division of
SECURUS TECHNOLOGIES
14651 Dallas Parkway Suite 600
Dallas, Texas 75254
Ph. (972) 277-0300

Via facsimile (972) 277-0301
Via email mmorse@securustech.net

Re: EXTENSION - SIXTY (60) DAY GRACE PERIOD - C-05-191-12-06-"INMATE PAY TELEPHONE SERVICES" - HIDALGO COUNTY

Dear Ms. Morse:

Commissioners' Court will take applicable action (**Tuesday, November 16, 2010**) in connection with the Hidalgo County's option to exercise the **Sixty (60) Day grace period** as stated in the current contract in place while the procurement process is completed. (**Commencing, December 6, 2010 - Expiring, February 5, 2011**) or (**upon completion of the procurement process which ever comes first**) under the same rate, term and conditions.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Friday, November 12, 2010, attn: Leticia Saenz, Contracts Mgr. to facsimile (956) 318-2629 or via email leticia.saenz@co.hidalgo.tx.us.

By: _____

Date: _____

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000 ext. 4861. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Respectfully,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: File

Hidalgo County Inmate Telephone Service Agreement
C-05-191-12-06

THIS CONTRACT, made and entered into this 6th day of **December, 2005** by and between **HIDALGO COUNTY, TEXAS** (hereinafter referred to as "County") and **EVERCOM SYSTEMS, INC.**, a Delaware Corporation (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, County advertised for bids for services and materials connected with purchase of equipment and installation necessary for inmate telephone service and

WHEREAS, Contractor was the successful bidder in response to the Request for Proposals by County.

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto s follows:

1. Contractor shall perform all of the work and provide all materials, equipment and labor (the "Services") required in accordance with the terms and conditions of the Request for Proposals, a copy of which is attached hereto as Exhibit "A" (the "RFP")/
2. Contractor represents and warrants to County that Contractor possesses all of the licenses, permits and expertise required to perform the services contemplated in the RFP including, but not limited to, the supplying of the equipment (as described in the RFP) and the installation of such equipment (the "Services"). Contractor warrants and represents that during the term of this Agreement, Contractor shall maintain all such licenses and permits. Contractor warrants that the Services rendered, including all materials, furnished shall be in accordance with the terms of the Contract Documents.

3. The term "Contract Documents" as used herein shall include the following documents, and this Contract does hereby expressly incorporate same herein fully as if set for verbatim in this Contract:

- a. RFP dated November 2, 2005 (the "RFP"), a copy of which is attached hereto as Exhibit "A" and incorporated herein for all purposes;
- b. Contractor's Proposal to the RFP identified by signature of John J. Viola, a copy of which is attached hereto as Exhibit "B" and incorporated herein for all purposes.
- c. All documents furnished by county to Contractor, including but not limited to Request for Proposals ("Proposal") and all other clarifications submitted by contractor in response thereof;
- d. ~~This Contract.~~

In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence, this Contract, the RFP, and the Proposal.

4. All provisions of the Contract documents shall be strictly complied with and conformed to by Contractor and no amendment to this Contract shall be made except upon the written consent of the parties. No amendment shall be construed to release either party from any obligation, representation and/or warranty of the contract Documents except as specifically provided for in such amendment.

5. Service Agreement.

a. *Installation.* All work will be done in a professional, workman-like manner by fully qualified and trained personnel. Contractor represents and agrees that all personnel associated with installation and repair and training services are screened for background of criminal history. The number of inmate telephones and telecommunication devices of the deaf installed at

the Hidalgo County jail will be determined by the Chief Deputy of the Hidalgo County Sheriff's Department. All equipment provided by Contractor shall remain the property of Contractor and will be installed at no cost to the County.

b. Contractor must respond by arriving on premise anytime during a twenty-four (24) hour per day basis, three hundred and sixty-five (365) days of the year. All repairs or replacements must be started within two (2) hours following a service request.

c. Contractor shall coordinate with County for the removal and change out of present inmate telephone services and the local exchange carrier to minimize the down time and interruption of inmate telephone service.

6. Distribution of Collected Proceeds by Evercom

Contractor agrees to provide Hidalgo County distribution of gross billed revenues as follows:

a. **Monthly telephone revenues for Local Service**

58% of monthly Gross Billed revenue from all installed telephones based on a flat local calling rate of \$3.00

b. **Monthly telephone revenues for Long Distance Service:
Fifty-eight Percent (58%)**

6.1 Contractor agrees to provide Hidalgo County Sheriff's Department Forty percent (40%) monthly discount on prepaid calling cards:

a. \$10.00 International Debit Card will cost the Hidalgo County Sheriff's Department Commissary - \$6.00.

b. \$20.00 International Debit Card will cost the Hidalgo County Sheriff's Department Commissary - \$12.00.

c. \$30.00 International Debit Card will cost the Hidalgo County Sheriff's Department Commissary - \$18.00.

Gross revenue includes all flat rate and usage charges plus any surcharges billed less no deductions. All commission calculations will use the billed amounts and no other form of calculation commissions will be accepted.

Distribution will be made within sixty (60) days following the end of the month in which the call giving rise to the revenue is generated.

7. Term.

a. Subject to the provisions of (b) below, the term of this Agreement shall be for a period of two (2) years commencing December 6, 2005 and may be renewed by County for three (3) additional one (1) year term under the same rates, terms and conditions.

b. In the event that Contractor shall fail to perform keep and observe any of the terms, covenants and conditions of this Agreement, County shall give Contractor written notice of such default and in the event said default is not remedied to the satisfaction and approval of County, County may, on thirty (30) days written notice terminate this Contract.

County, at its sole discretion, may terminate this Contract on sixty (60) days written notice.

Should Contractor for any reason in the sole opinion of County become unable to complete the work specified in this contract, County may, in its sole discretion, call the performance bond due, in full, as and for such non-performance, and/or liquidated damages.

8. Access. County agrees to provide Contractor reasonable access to the premises and the telephone facilities as required by Contractor to perform the services outlined in this Contract. In the event Contractor installs any equipment on county premises as part of this contract such equipment shall remain the property of Contractor. All inside wiring and conduit placed by

Contractor under this Agreement becomes the property of County upon termination and/or expiration of this Contract. Except as required by applicable law, no person or entity other than County and Contractor will have access to the facility.

9. This Contract is entered into subject to the following conditions:

1. In the event that any provision or portion of any contract documents shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the laws of the State of Texas. The invalidity or unenforceability of any provision or portion of any Contract Documents shall not affect the validity or enforceability of any other provisions or portion of the Contract Documents.

2. Contractor shall use its best efforts to keep to a minimum disruption or interruption of the County's jail facility and/or work of County employees while performing its work in accordance with the Contract Documents.

10. Contractor expressly acknowledges that Contractor will be acting as an independent contractor for all purposes, including payment of social security, withholding taxes and all other federal, state and local taxes. Contractor, as independent contractor, shall be solely responsible to its employees, agents, third party contractors, or any other person supplying labor or materials for Contractor in performing any portion of this contract or any action or omission incident thereto.

11. Contractor assumes full responsibility and liability for all labor and materials furnished and activities conducted by Contractor pursuant to the contract and any action or omission incident thereto.

12. Contractor will indemnify and hold County, its elected officials, officers, agents and employees (the "Indemnified Parties") harmless from any and all claims, actions, liability, and

expenses (including costs of judgments, settlements, court costs, and attorneys' fees, regardless of the outcome of such claim or action) caused by, resulting from, or arising out of any alleged negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Contract, whether such act, omission, or failure was the Contractor's or that of any person providing Services hereunder through or for the Contractor. Upon written notice from County, the Contractor will resist and defend at Contractor's own expense, and by counsel reasonably satisfactory to County, any such claim or action. Such indemnification shall include, but not be limited to, all the Indemnified Parties' attorneys fees and costs incurred in defending or responding to any action brought or threatened against the Indemnified parties for any action or omission arising from or incident to Contractor's performance under this Contract.

13. **Insurance Requirements.** For this Agreement to become effective Contractor must provide County with a Certificate of insurance naming county as additional insured for the activities of Contractor providing inmate telephone equipment and service in the Hidalgo County Jail, to all policies listed below and state that Hidalgo County Commissioners Court will receive thirty (30) days advance written notice of any materials change or cancellation of any policy listed on the Certificate.

General Liability: Limits for General Liability shall be no less than \$1,000,000 bodily injury each occurrence and \$500,000 property damage each occurrence and \$1,000,000 property damage in aggregate. An acceptable alternative will be \$1,000,000 combined single limit for bodily injury and property damage.

Automobile Liability: Coverage should be afforded on all owned, non-owned and hired vehicle whether private passenger or other than private passenger. Limits for automobile

liability should be no less than \$500,000 bodily injury per person, \$1,000,000 per accident and \$500,000 property damage each accident. An acceptable alternative will be \$1,000,000 combined single limit for bodily injury or property damage.

Workers Compensation: Coverage should be afforded for all operations of Contractor's business as required by the State of Texas. Coverage for Employer's Liability should be no less than \$500,000 for all claims.

14. **Performance Bond.** For this Contract to become effective Contractor must furnish a performance bond in the form of a bond issued by a surety company authorized to do business in the State of Texas, within ten (10) calendar days after award of this contract, and prior to any installation work or equipment delivery or performance of the Services. The performance bond must be payable to County in the amount of \$20,000 and will be retained during the full period of this contract and/or renewals. No personal or company checks are acceptable. This Contract and dates of performance must be specified in the performance bond. In the event that County exercises its options to extend the Contract for an additional period, the Contractor shall be required to maintain the validity and enforcement of the bond for the said period, pursuant to the provisions of this numbered paragraph, in an amount stipulated by county at the time of the renewal of this Contract.

15. This Contract shall be governed by the laws of the State of Texas and shall be performable in Hidalgo County, Texas.

16. Contractor agrees, for itself and on behalf of its successors, and any person or persons claiming under Contractor by virtue hereof, that this Contract and the rights, interests, and benefits hereunder cannot be assigned, transferred, pledged, or hypothecated in any way and shall not be subject to execution, attachment, or similar process. Any such attempt to do so, contrary to

the terms hereof, shall be null and void and shall relieve the County of any and all obligations or liability hereunder.

17. If any provision, paragraph, or subparagraph of this Contract is adjudged by any court of law to be void or unenforceable, in whole or in part, such adjudication shall not be deemed to affect the validity of the remainder of the contract, including any other provision, paragraph or subparagraph.

Each provisions, paragraph, and subparagraph of this Contract is declared to be separable from every other provision, paragraph, and subparagraph and constitutes a separate and distinct covenant.

18. Contractor shall commence the performance of the Services on December 6, 2005 and the Services shall be completed on or before December 6, 2007.

19. County will not withhold income tax or Social Security tax on behalf of the Contractor or any of Contractor's partners, employees, subcontractors, or agents. In addition, none of the foregoing will have any claim under this Contract or otherwise against County for vacation pay, sick leave, unemployment insurance, worker's compensation, retirement benefits, disability benefits, or employee benefits of any kind. The Contractor will have exclusive responsibility for the payment of all such taxes and arrangement for insurance coverage and will discharge such responsibility fully.

20. The Contractor will incur no financial obligation on behalf of County without prior written approval of the County Judge. The Contractor will be responsible for all personal and professional expenses, including, but not limited to, membership fees and dues and expenses of attending conventions and meetings.

21. Contractor will not discriminate on basis of race, color, sex, age, religion, national origin, or handicap in providing services under this Contract or in the selection of associates, employees, or independent contractors.

22. Following the expiration of this Contract or its termination for any reason, Contractor agrees to do nothing that may interfere with any contract of County with any other individual or entity for the provision of the Services.

23. Any waiver of enforcement of any provision or waiver of any breach of this Contract, whether or not recurring, shall not be construed as a waiver of any subsequent enforcement or breach.

24. The invalidity or unenforceability of any provisions of this Contract will not affect the validity or enforceability of any other provision.

25. Any amendments to this Contract will be effective only if in writing and signed by County and the Contractor.

26. The defined terms used herein are for convenience only and do not limit the contents of the Contract.

27. All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons or entity may require.

28. The execution and performance of this Contract by county and contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of Contractor and County in accordance with its terms.

29. No waiver or modification of the contract documents shall be valid unless it is in writing and signed by the County and Contractor.

30. This Contract shall be binding upon, and inure to the benefit of Contract and County and their respective successors and assigns.

31. If either party hereto shall breach any of the terms hereof, such party shall pay to the non-defaulting party all of the non-defaulting party's costs and expenses, including attorney's fees and court costs, incurred by such party in enforcing the terms of this Contract.

32. This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof. This Contract supersedes any and all other agreements, whether oral or in writing, between the parties with respect to the subject matter hereof.

33. All notices shall be given in writing and be sent by registered or certified mail, return receipt requested, and shall be addressed:

If to County: County of Hidalgo
Attn: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Contractor: Evercom Systems, Inc.
Attn: Mr. John J. Viola
14651 N. Callas Pkwy, Suite 600
Dallas, Texas 75254

34. **Proprietary Information.** To the extent permitted by applicable law, County agrees that all information relating to Contractor "Non-Sent Paid" calls (collect calls), the contents of this Agreement and all pricing and proposals related to the Services are proprietary to Contractor. All such information, to the extent permitted under the Texas Open Records Act and other applicable law, will be held in trust and confidence by county.

35. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of buyer

under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon supp. 1996).

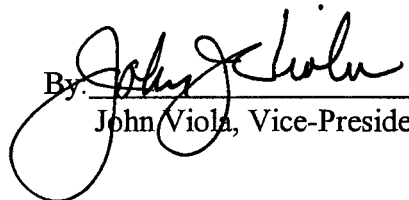
36. Contractor shall, on thirty days notice, provide to County all bonds and records concerning this Contract and/or County's facility which is the subject of this contract for County's Auditor or other representatives for purpose of inspection and/or audit to verify Contractor's compliance with the terms and provisions of this contract.

EXECUTED as of the day and year first written above.

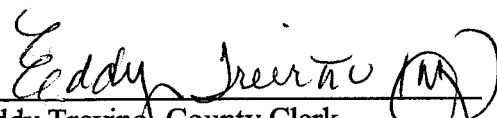
COUNTY:

CONTRACTOR:

By: 
Ramon Garcia, County Judge

By: 
John Viola, Vice-President

ATTEST:


Eddy Trevino, County Clerk

Approved by Commissioners' Court
on 12-6-05 ah

Approved on Commissioners' Court December 6, 2005

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

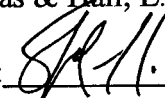
By: 

EXHIBIT “A” REQUIREMENTS

EXHIBIT "A"

HIDALGO COUNTY ADULT DETENTION FACILITY REQUEST FOR PROPOSALS

RFP NO: 2005-191-11-02ROL

BY ORDER OF THE COMMISSIONERS' COURT OF HIDALGO COUNTY, TEXAS sealed proposals will be received for:

HIDALGO COUNTY ADULT DETENTION FACILITY - "INMATE PAY TELEPHONE SERVICES"

TO PROVIDE for a two (2) year contract commencing upon termination of current contract and with the County's option to extend for three (3) additional one (1) years terms under the same rates terms and conditions. Hidalgo County reserves the right to continue this bid for an additional (60) day "Grace Period" at the end of the contract term for unforeseen delay of award for next contract term.

PRE-CONFERENCE MEETING: A pre-proposal conference (walk through) will be held at the County of Hidalgo Adult Detention Facility located at 711 El Cibolo Rd. in Edinburg TX. 78504 on **TUESDAY, OCTOBER 18, 2005 AT 2:00 P.M..**

IT IS UNDERSTOOD that Hidalgo County reserves the right to reject any or all proposals as it shall deem to be in the best interest of the County. The award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation taking into consideration the relative importance of services and other evaluation factors set forth in the request for proposals.

PROPOSALS SHALL include the RFP and all additional documents submitted. The proposal shall be placed in a sealed envelope, with each page manually signed by a person having the authority to bind the firm in a contract and shall be clearly marked on the outside as shown below. **FACSIMILE TRANSMITTALS WILL NOT BE ACCEPTED.**

SUBMISSION OF PROPOSALS: TEN (10) COPIES OF ALL PROPOSALS SHALL BE SEALED, WITH PROPER BID NUMBER AND PROJECT NAME WRITTEN ON THE OUTSIDE OF THE ENVELOPE AND SUBMITTED AS OFFEROR'S RESPONSE TO:

**MARTHA L. SALAZAR, CPPB/PURCHASING AGENT
HIDALGO COUNTY PURCHASING DEPARTMENT
100 EAST CANO, 4TH FLOOR (ADMINISTRATION BUILDING)
EDINBURG, TEXAS 78539**

ENVELOPE CLEARLY MARKED: RFP NO. 2005-191-11-02ROL - HIDALGO COUNTY ADULT DETENTION FACILITY - "INMATE PAY TELEPHONE SERVICES"

ADDITIONAL specifications may be obtained by calling the Hidalgo County Purchasing Department at (956) 318-2626 or may be picked up at 100 E. Cano St., 4th Floor (Administration Building), Edinburg, Texas, during the normal business hours of 8:00 a.m. to 5:00 p.m.

EXHIBIT "A"

REQUEST FOR PROPOSALS

HIDALGO COUNTY ADULT DETENTION FACILITY "INMATE PAY TELEPHONE SERVICES"

RFP NO: 2005-191-11-02ROL

PURPOSE

The Commissioners Court of Hidalgo County is requesting proposals from qualified vendors to provide telephone equipment and services for LOCAL, INTRALATA, INTERLATA COINLESS INMATE TELEPHONE SERVICE at the HIDALGO COUNTY ADULT DETENTION FACILITY. It is County's intent to select only ONE company to provide the equipment and services specified.

GENERAL INFORMATION

Firms or companies desiring to provide services, described in the SCOPE OF SERVICE shall submit ONE (1) **ORIGINAL AND TEN (10) COPIES of their proposal** by no later than **9:30 A.M., ON WEDNESDAY, NOVEMBER 2, 2005**, to the attention of the Hidalgo County Purchasing Agent, Martha L. Salazar, CPPB, located at 100 East Cano, 4th Floor (Administration Building), Edinburg, Texas 78539. **PROPOSALS RECEIVED AFTER DATE AND TIME SPECIFIED WILL BE RETURNED UNOPENED.** The County will not be responsible for late deliveries or mail delays. **FACSIMILE TRANSMITTALS WILL NOT BE ACCEPTED.**

APPLICABLE LAWS

The contract shall be constructed according to the laws of the STATE OF TEXAS and Hidalgo County. The contractor shall comply with all local, state and federal laws and regulations related to the performance of the contract, the awarded, is performable in Hidalgo County.

QUESTIONS REGARDING THIS R.F.P.

Hidalgo County is bound by statements made or information given during the procurement consideration and award **ONLY** when such statements or information are written and executed under authority of Hidalgo County Commissioner's Court.

This provision exists solely for the convenience and administrative efficiency of Hidalgo County. No proposer or other third party gains any rights by virtue of this provisions or the application thereof, nor shall any proposer or third party have any standing to sue or cause an action arising herefrom.

PERFORMANCE BOND

The successful bidder must furnish a performance bond in the form of a bond issued by a surety company authorized to do business in the State of Texas, a Cashier's Check or Irrevocable Letter of Credit issued by a Federally insured banking institution to the County of Hidalgo within ten (10) calendar days after award of the contract, and prior to any installation work or equipment delivery. The performance bond must be made payable to Hidalgo County in the amount of **TWENTY THOUSAND DOLLARS (\$20,000.00)** and will be retained during the full period of the contract and/or renewals. No personal or company checks are acceptable. The contract number and dates of performance must be specified in the performance bond. In the event that Hidalgo County exercises its option to extend the contract for an additional period, the contractor shall be required to maintain the validity and enforcement of the bond for the said period, pursuant to the provisions of this paragraph, in an amount stipulated at the time of the contract renewal.

AMERICAN WITH DISABILITIES ACT

In connection with the furnishings of goods and services under this contract, the Vendor and Vendor's subcontractors shall comply with all applicable requirements and provisions of the American with Disabilities Act (ADA).

ASSIGNMENT OF CONTRACT

The services to be performed by the Vendor shall not be assigned, sublet, or transferred without prior written approval of the County, nor shall the Vendor assign any monies due or to become due to him under any contract entered into with the County pursuant to these specifications, without prior written approval of the County.

TERMS AND CONDITIONS

The County reserves the right to accept and/or reject any or all proposals, with or without cause, to waive any technicalities, or to accept the proposal which, in its sole judgment, best serves the interest of the County, or to award a contract to the next most qualified proposer if a successful proposer does not execute a contract within fifteen (15) days after the award of the proposal.

The County reserves the right to request clarification of information submitted and to request additional information from one or more proposers. The decision of the County is final and binding.

Proposal must be valid for ninety (90) days and shall constitute an irrevocable offer to provide the products and services set forth in the Request For Proposals until one or more contracts have been awarded.

All costs and expenses associated with the preparation and submission of proposals shall be the responsibility of the submitter and no reimbursements for such charges or expenses shall be passed on to the County.

All compensation to the county will be in the form of monthly commission payments only. No signing bonuses, equipment, gifts, or favors of any kind will be considered or accepted. Offering of such items may cause your proposal to be rejected and eliminated from consideration.

All records, documents and information collected and/or maintained by others in the course of the preparation of this proposal shall be made accessible to the County for purposes of inspection, reproduction, and audit with out restriction. The proposed Vendor shall agree that the County or its designees may audit, examine, and copy any and all books, records, and information relating to the proposed Vendor's services at no additional cost to Hidalgo County. Also the proposed vendor must maintain all records until the contract is awarded.

INSURANCE AND LIABILITY REQUIREMENTS

Successful vendor shall defend, indemnify and save harmless Hidalgo County and all its elected officials officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful vendor shall pay any judgment and costs which may be obtained against Hidalgo County growing out of such injury or damages.

SELECTION/EVALUATION CRITERIA

The County shall make a selection(s) based upon the following criteria:

CRITERIA	WEIGHT
Commission.....	35 %
Experience, Reliability and Stability	30 %
Proposed Method of Performance	05 %
Equipment	15 %
Services	15 %

CAUSE FOR TERMINATION

In the event that the Vendor shall fail to perform, keep and observe any of the terms, covenants and conditions of the contract to be performed, the County shall give the Vendor written notice of such default and in the event said default is not remedied to the satisfaction and approval of the County within thirty (30) calendar days of receipt of such notice by the Vendor, the Vendor shall have no right to further perform under this contract.

The County, at its sole discretion, may terminate this contract, if in the County's opinion, the Vendor is carrying out the terms of the Contract in an unreasonable, unprofessional, or unworkmanlike manner. Said termination notice for this particular reason shall occur upon the provision of written notice at least thirty (30) calendar days in advance of the date of the proposed termination.

This agreement may be terminated by either party only upon notice, in writing, delivered to the other party at least sixty (60) days in advance of the effective date of the termination.

Should the Vendor for any reason become unable to complete the work called for by virtue of the Agreement for Inmate Telephone Service, the County may, in its sole discretion, call the performance bond due, in full, as and for such nonperformance, and/or as liquidated damages.

VENDOR SELECTION CHALLENGE

If a vendor should desire to challenge the County Commissioners' award decision for this RFP, the appealing vendor shall post a bond, naming Hidalgo County as the protected party, in the amount of Fifteen Thousand Dollars (\$15,000.00). This bond will be forfeited to Hidalgo County in the event the appeal is denied. Further, the appealing vendor shall bear all costs of the appeal process and all costs to provide any temporary Inmate Telephone Service.

CONFLICT OF INTEREST

The Vendor represents, warrants, and affirms that it shall not take any actions in performing its duties and obligations under this Agreement that would constitute any bids, prejudice, or advantage that would be of benefit to any third party attempting to contract with the County for the provision of inmate telephone service. The Vendor further represents, warrants, and affirms that it has not, and will not during the term of this proposal process, offer any payment or donations of monies or services to any third party of this contract with the County regarding the provisions of Inmate Telephone Service to the County.

Include a **NOTARIZED** statement of the above paragraph in your proposal certifying that no member of your company ownership, management or staff has a vested interest in any aspect or department of the County. Also specify that you have and will comply with the above Conflict of Interest Statement.

HISTORICAL DATA APPROACH

Describe how your firm plans to approach this project to ensure your work meets and continues to provide for the needs of the County as expressed in the list below and the Scope Of Work section.

- 1) Fully describe the installation requirements necessary for your proposed equipment and services.
- 2) What environmental conditions must be in place for your equipment to function properly?
- 3) Vendor must submit an implementation plan containing all steps and time frames for installation of telephone sets, common equipment, local access lines, long distance carrier service, and any other factors affecting the installation process. (Fully documented Pert/Gnatt charts are acceptable.) This implementation plan will become a part of the contract and must be followed. All telephones must be "cut over" operational and removed within five (5) working days of the proposed cut over date.
- 4) Use of existing or in-place conduit, raceways, cable ways, cable, inside wiring, telephone set mountings, switches, terminal boxes, and terminals within the facility are at the risk of the contractor. No exposed wiring will be permitted. Ownership of any wiring or conduit placed under by the successful bidder, becomes the county's upon termination and/or expiration of contract.
- 5) Please explain how your company provides remote diagnostics, programming, polling and system alarm reporting.

- 6) The successful bidder must provide all necessary labor, parts, materials, and transportation to maintain all inmate telephones in good working order and in compliance with the equipment manufacturer's specifications throughout the life of the contract. No charge may be made to Hidalgo County for maintenance of the system. The Vendor will provide, at no cost to Hidalgo County, any system upgrades, or additional features developed in a timely manner as required by the County.
- 7) For repair service, the Vendor must respond by arriving on premise anytime during a twenty-four (24) hour per day basis, three hundred and sixty-five (365) days of the year. All repairs or replacements must be started within four (4) hours following a service request. A complete list of contractors/subcontractors managers, administrators, technicians, etc., must be provided to Hidalgo County. This includes a complete list of business, cellular and beeper numbers; the Vendor's management home and emergency phone numbers must also be furnished. Provide a copy of your current repair procedure policy for both normal maintenance and emergency outages.
- 8) A toll-free reporting number, answered twenty-four (24) hours a day, 365 days a year, must be provided to Hidalgo County for trouble reporting and service requests.

INMATE CALLING SYSTEM SPECIFICATIONS

This section of the Request for Proposal (RFP) shall set forth the technical specifications for the service and equipment sought in this invitation. All items using the terms "must", "shall", or "will" are considered mandatory. Failure to fully comply with such items will be considered appropriate grounds for proposal rejection. Items using the terms "may" or "should" are deemed to be desirable features, but not mandatory requirements. All bidders must address each and every item individually with a complete response detailing how the proposed equipment meets the specification.

1.0 PHYSICAL INSTALLATION REQUIREMENTS

Proposer should include all equipment, including telephone sets, necessary for the operation of the Inmate Telephone System and insure that said equipment for the system meets all applicable regulations.

Although a minimum of space is available for installation, all Inmate Call Processors shall be of the design specified for "on site" installation

- A. The Inmate Call Processor (ICP) shall be of compact design requiring a minimum of wall and floor space. Bidder must submit a scale drawing of the installed space required.
- B. Each ICP managing up to fifty-three (53) inmate phones shall be powered by no more than a single, standard, unconditioned, 115-volt, 60Hz power source drawing no more than 300 watts.
- C. Each ICP shall be equipped with an internal IJL listed power supply that is tolerant of line transients, momentary surges, and short duration *drop such* that inmate phone operation continues in the presence of such common disturbances. No auxiliary 115 volt power cords, external power supplies, or AC-to-DC converters shall be required to support the system.
- D. All wiring and connections to the ICPs shall be made using vendor supplied standard, 66-type punch-down termination blocks that provide up to 25 wire pairs of station, trunk and modern line connections. Only the termination blocks shall be allowed to be mounted on the **walls** of the equipment room.
- E. Each ICP must utilize external cabling, (outside of the ICP cabinet) to accommodate a single heavy gauge water pipe or lightning strike ground for the JCPs and any lightning protection components inside. NO external fuses or other user-replaceable protective devices shall be required or permitted on power, modem, station or trunk wiring.

2.0 BASIC SYSTEM FUNCTIONAL REQUIREMENTS

- A. The ICP must provide fully automated collect calling without the need for live operator intervention or the use of central office-based automated operator technology.

- B. Inmate Telephone Compatibility

The inmate call processor shall be able to connect to any standard telephone instruments with a hookswitch, handset and 12 button keypad including "ruggedized"; line-powered-telephones specifically designed for use in correctional facilities.

- C. Voice Prompts and Messages

The ICP shall offer clear and concise voice prompts in both English and Spanish. Voice prompts must be given in short sentences with meaningful instruction for operation of the System. Beeps, tones and other non-voice sounds shall not be permitted as substitutes for Voice instructions, except when standard sounds such as dial tone, ringing, busy signals, on-hold and intercept tones are appropriate. Phone signature, printed hand-outs, and video training tapes are not an acceptable alternate to a complete range of voice prompts and messages.

- D. Fraud/Abuse Control

The ICP must include the following fraud control features:

Inmate switch-hook detection (and subsequent disconnect) during connected call period. Call detail reports must reflect reason for disconnect.

Voice overlay recording alerting called party and any conferenced-in 3rd party, that they are speaking to an inmate from a correctional facility. Overlay recording must be random and remotely adjustable for optimal fraud prevention.

Incoming call block. The ICP must not respond to incoming ring signaling on any of its trunks used for placing the outbound inmate collect calls. No signaling or ringing of the inmate station phones shall result from an incoming ring on a trunk.

Sound Path Options - The ICP must allow for blocking or allowing the sound path to the inmate phone during call placement and during the time when the ICP is requesting acceptance of the collect call charges. If the sound path is blocked, the inmate will be given call progress tones to indicate that the call is being connected until such time as positive acceptance is detected and the voice path is opened.

Frequently Called Number Blocking - The ICP must provide for blocking of call attempts to a specified for a specified item for a specified time once a specified threshold is met. This threshold must be remotely or locally programmable upon demand.

Live Operator Access Blocking - Access to alive operator must be blocked at all times without exception.

Call Blocking - The ICP must have the capacity to block 500,000 specified telephone numbers or groups of numbers from inmate access. This feature must be remotely programmable.

- E. Operating Hours Limitation

The ICP must offer flexible control over the operating hours of each inmate phone. This feature must be remotely programmable.

F. Call Duration Limitation

The ICP must offer flexible control over the duration of each inmate call. This features have the ability to specify call duration by call type. This feature must be remotely programmable.

G. Positive Call Acceptance

The ICP must not deem a call to be accepted until such time as the call recipient acknowledges receipt by dialing a system-recognized digit on a touch-tone or rotary telephone. The ICP must be able to distinguish such a signal from line noise such as "pops" of "clicks" (i.e. answering machines.) Voice recognition is not an acceptable form of positive acceptance.

H. Inmate Identification Option

The ICP must allow for the use of inmate identification numbers as an alternate method of inmate call control. This feature must allow the facility to select the length of the ID code which may be anywhere between four and twenty digits in length. Each PIN must be identified by an "allowed" calling list and must also have the option of functioning with an open calling list that works in conjunction with the blocked list feature. In addition, the PIN feature must be flexible enough to easily allow its use on specified phones only-without the need for additional equipment or external devices.

I. On-Site Administration

If desired, the ICP must have an option which allows for an on-site administration terminal.

This terminal must have the following features:

It must be connected to the ICP via a commercially available, reliable, high-speed, Novell-Type LAN.

Its operational status must not affect the ICP's normal operations in any way.

It must allow for multi-level passwords.

It must allow facility personnel to manage call block lists and disable inmate phones on a real time basis.

It must allow facility personnel to enable free calls to specified numbers (legal aid, etc.)

The installation must allow for multiple administration terminals if needed.

Data entry and retrieval of *records* in ASCH formatted files from each station.

J. Monitoring and Recording

The ICP must provide an option for audio monitoring of inmate calls and for selective call recording. Such monitoring and recording options must be able to be administered from the ICP administrative terminal without the need for multiple administrative terminals.

Monitoring and Recording must be disable for specified "privileged" calls to attorneys without the need for additional external equipment to perform this screening function.

Every collect phone call shall have a recording, telling the called party exactly what they will be charged for the call. This must be in English and Spanish.

Recording and/or monitoring Eight (8) Channels. Two (2) monitoring phones and terminals. One (1) in Internal Affairs (IA) and one in the Chief Deputy's office.

Recorded calls must be easily retrievable and must be archived on a reliable digital media such as DAT Cassette tapes.

Must offer specialized remote monitoring stations with call detail viewing capability and silent monitoring of selected conversations. Such stations must be appropriate for use in specialized settings such as guard towers and security monitoring stations.

K. Trunk Switching and Call Routing

To minimize the cost of providing service to the facility, bidders are to utilize only the quantity of trunks Justified by the actual facility traffic. Busy hour grade of service shall be P.02 or better. The equipment to perform this concentration function must be an integrated feature of the IPS. **NO EXTERNAL ROUTING DEVICES** (such as PBX equipment or the like) may be used. Integrated trunk selection that is to the ICP is the only acceptable means of accomplishing this feature.

3.0 MAINTENANCE AND SUPPORT

The proposed equipment must be fully supported by remote maintenance. This must include the ability to test trunks and phones and to place test calls without sending a technician to the site. For security reasons, site repair visits must be kept to an absolute minimum with most repairs and service issues being resolved via remote access.

Other Maintenance and Support Requirements Include:

- A. Remote diagnostics and repair without affecting calls in progress or system operations
- B. Automatic 24 hour trunk disable when trunk out of service condition encountered.
- C. 24 hour, 365 day repair and maintenance assistance.
- D. System must NOT require on-site intervention for re-boot.
- E. System must not require replacement of fuses, batteries, and other peripheral hardware.

4.0 CALL DETAIL REPORTING AND STORAGE

The ICP must provide for on-site storage of call detail information. Other requirements include:

- A. On-site storage capacity of up to one (1) year's worth of call records
- B. Real-time call activity viewing capability
- C. Real-time reporting of stored activity
- D. Automatic call record protection via nightly polling.
- E. Flexible call detail reporting by PIN, dialed number, phone, or trunk
- F. Each record must include call result detail in easy-to understand terms. For example: Busy, No Answer, Normal Call Ending, Time Expiration, etc....
- G. Retention of call detail in the event of a power failure

5.0 PROPOSER'S EXPERIENCE

Proposers must have extensive positive experience with the provision of inmate phone services to similar institutions. Specifically:

- A. Proposers must provide five correctional facility references that currently utilize the proposed equipment for inmate calling. Contact names and telephone numbers must also be provided.
- B. Proposers must provide a list of all Texas correctional facilities previously served and the reason they are no longer customers. Contact names and telephone numbers must also be provided.
- C. Proposers must provide the following information for the ICP manufacturer: total number of inmate phone system in service, average number of months in service, and the average number of phones per site for the manufacturer's entire customer base.
- D. Proposers must clarify its relationship with the manufacturer as it pertains to the ability to support the proposed hardware and software throughout the contract term and any extensions thereto.

UNBILLABLE CALLS

The selected Vendor shall not charge or bill for incomplete or non-accepted collect calls. The County will not be responsible for any unbillable, uncollectible, or fraudulent telephones calls nor shall any revenues be deducted from the county's commission in payment for such calls. The selected Vendor will bear sole responsibility for the collection of such calls and the costs associated with the collection. No calls will be blocked because of the lack of a billing agreement with a local exchange carrier. Universal calling and billing of all calls is required within the Continental United States.

Prepaid Collect System must be able to allow for pre-paid collect calls. Funds will be paid into commissary account and credit issued through call processing equipment.

Prepaid Debit System must be able to allow for prepaid debit card.

COMMISSION AMOUNT AND PAYMENT

The selected Vendor will pay commissions to Hidalgo County a firm, fixed percentage of gross revenue on **ALL** calls originated from the Hidalgo County Jail Facilities. **APPENDIX A, PROPOSAL RESPONSE SHEET** provides space to record the percentage of commission to be paid on each call. Gross revenue is defined as the total revenue earned from usage charges **BEFORE** operational costs are deducted. That is, total revenue due from customers before uncollectible, billing fees, or any other costs or payments to suppliers are disbursed.

Commission will be due and payment expected by the twenty-fifth (25) day following the last day of the month in which the call generating the revenue is completed.

COSTS TO THE COUNTY

There will be no one time, monthly, or reoccurring costs for facilities rearrangement, Vendor reimbursable expenses, line or access charges to the county for any reason.

Costs of RFP response, preparation, production, handling, administration, and delivery shall be borne by each responding company and at no time chargeable to the County.

The company selected will be required to furnish lien releases for any / all equipment and services provided for the county.

All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto the Hidalgo County.

LIEN AND ACCESS CHARGES

The selected Vendor will pay all line charges, access charges, billing charges, special equipment charges, fees levies, service connected charges and/or any other assessed in connection with the provision of this service with no deductions allowed from the monthly commission payment. No charges for this service shall be processed through the County and the County cannot be included or in anyway held responsible for the selected Vendor's non-payment of line and access charges.

CUSTOMER SERVICE

Each respondent shall provide a description of its customer servicing provisions including procedures used to handle customer complaints and average length of time to resolve the complaint. Describe the procedure used to reimburse the customer for incorrect billings and include the minimum and maximum length of time to effect this reimbursement.

REQUIRED MONTHLY REPORTS

The selected Vendor shall provide the County the option of receiving reports on High Density diskettes and/or paper each month. These reports will be generated in time to arrive at the County's office no later than the twenty-fifth day following the close of the monthly report period. The format and style and make-up of the report will be determined after contract award. One (1) copy of all reports will be sent to the Hidalgo County Auditor and one (1) copy of each report will be sent to the Hidalgo County Sheriff. Operating software to utilize reports furnished on diskette will be at no cost to the county. Suitable training to facility personnel will also be provided by the selected Vendor at no cost to the County.

USAGE REPORTS

Reports showing the following for each monthly period will be required:

- Total minutes of usage by individual telephone
- Total minutes usage for the Facility
- Total minutes usage by calendar date
- Total call revenue dollars billed (Collected or Not)
- Total surcharge dollar amount billed
- Total dollar amount due the County based upon contractual agreement
- Summary usage of all calls from all telephones in minutes
- Summary usage showing total number of calls placed during period
- Total dollar cost billed per telephone

MONTHLY DETAIL CALL RECORD REPORT

This report will be a verbatim listing of the individual call record detail listing the following:

- Originating Cell Location Number
- Terminating Telephone Number
- Time of Call Origination
- Duration of Call
- Date of Call
- Cost of This Call (Including surcharge, less taxes)

MONTHLY MAINTENANCE AND REPAIR RECORD

This report will show the following items each month:

- Number of troubles received
- Number of troubles cleared
- Description of the troubles cleared
- Number of troubles pending disposition
- Average clearing time on closed cases

APPENDIX A
PROPOSAL RESPONSE SHEET
HIDALGO COUNTY ADULT DETENTION FACILITY
"INMATE PAY TELEPHONE SERVICES"

_____. Inmate Telephone Vendor hereby agrees to bid and pay Hidalgo County the following monthly, flat-rate commission payment for the business opportunity to install, service, and collect inmate telephone call **fees** at the Hidalgo County Jail. This payment is based upon the **GROSS BILLED REVENUE**.

- A. Monthly Telephone Flat Rate Revenues for **LOCAL SERVICE** (Enter percent in both words and numerically)

Percent of monthly **GROSS BILLED** revenue from all installed telephones:

Percentage offered in words: _____ %

Numerical Percentage offered: _____ %

- B. Monthly Telephone Flat Rate Revenue for **LONG DISTANCE SERVICE** (Enter percent in both words and numerically)

Percent of monthly **GROSS BILLED** revenue from all installed telephones:

Percentage offered in words: _____ %

Numerical Percentage offered: _____ %

- C. Provide your definition of **GROSS BILLED REVENUE** in the following terms.

Billed Charge
For A Cell

Any
Deductions

**GROSS BILLED
REVENUE**

_____ LESS _____ = _____

PROPOSAL COMPANY: _____

COMPANY NAME: _____

SIGNATURE OF PRINCIPLE ABLE TO BIND COMPANY

TYPED OR PRINTED NAME OF THE ABOVE:

TITLE: _____

DATE: _____

APPENDIX B

HIDALGO COUNTY

HIDALGO COUNTY ADULT DETENTION FACILITY

"INMATE PAY TELEPHONE SERVICES"

REQUEST FOR PROPOSAL

1. The following data constitutes the response dated _____, 20__ to the Hidalgo County Inmate Telephone Services RFP, dated _____, 20__, from _____ located at _____, telephone number (956) _____ fax number (956) _____. This proposal is valid and will be honored for sixty (60) days from the date above entered and any requested extensions will be considered.

I. General Terms and Conditions

1. Performance Bond

It is understood and _____ agrees to comply, and if selected, will furnish a performance bond in the form of a bond issued by a surety company authorized to do business in the State of TEXAS, a Cashier's Check or Irrevocable Letter of Credit issued by a Federally insured banking institution of the County of Hidalgo within ten (10) calendar days after award of the contract, and prior to any installation work or equipment delivery. The performance bond must be made payable to Hidalgo County in the amount of \$20,000.00. No personal or company checks are acceptable. The contract number and dates of performance will be specified in the performance bond. In the event ~~the~~ Hidalgo County exercises its option to extend the contract for an additional period, the contractor be required to maintain the validity and enforcement of the bond for the said period, pursuant to the provisions of this paragraph, in an amount stipulated at the time of the contract renewal.

2. American with Disabilities Act

It is understood and _____ agrees to comply, and, if selected, furnish all goods and services as specified under the contract, **by ourselves** and our subcontractors, and shall comply with all applicable requirements and provisions of the American with Disabilities Act (ADA).

3. Assignment of Contract

It is understood and _____ agrees to comply, and, if selected, furnish the services to be performed under the contract and shall not assign, sublet, transfer, nor assign any monies due or to become due under any contract entered into with the County pursuant to these specifications, without prior written approval of the County.

4. Conflict of Interest

It is understood and _____ agrees to provide a Notarized No Conflict of Interest STATEMENT as specified on page 4 of RFP is attached and labeled as _____.

Client List

A current client list is attached and five (5) current references for similar programs are as follows:

1. _____

2. _____

3. _____

4. _____

5. _____

II. Historical Data Of Firm

1. Complete company official name _____

Previous name of business _____

Complete mailing address _____
2. Brief historical summary of the firm is:

3. Listing of current litigation, outstanding judgements and liens is:

4. A list of any location(s) where _____ has not been allowed to fulfill the complete term(s) of its contract, in providing Inmate Telephone Service, is attached and labeled as _____. Please include all details of the termination of prior services.

III. Key Personnel

1. The years of experience and qualifications of the key individuals assigned to the Hidalgo County Inmate Telephone Service are:
2. _____

INFORMATION FOR PROPOSERS
CURRENT STATISTICAL INFORMATION ABOUT HIDALGO COUNTY JAIL & PHYSICAL COUNT

As of 04-1-05

Average Daily Population (past six (6) months-(04-1-05 through 09-30-05).....62

Current Capacity of Facility.....1,232

Number of **FIXED** telephones to be installed..... 136

Number of **ROLLING CART** Telephones.....4

Average number of bookings per month (past six (6) months-(04-1-05) through (09-30-05).....1,212

Telephones are normally available from 7a.m. to 10 p.m. each day Sunday through Thursday.

Telephones are normally available from 7 a.m. to 12 a.m. on Fridays and Saturdays.

TELEPHONE PLACEMENTS:

1. Six (6) Phones Main Lobby	3. Three (3) Phones Booking
2. Six (6) Phones Single Cell Lobby	4. Two (2) Release Waiting

ALPHA SECTION DORMITORIES:

POD	NUMBER OF PHONES	TYPE
1-A	2	FIXED
2-A	2	FIXED
TOTAL	4	

ALPHA SECTION MULTIPLE OCCUPANCY CELLS:

POD	NUMBER OF PHONES	TYPE
MO-1	1	FIXED
MO-2	1	FIXED
MO-3	1	FIXED
MO-4	1	FIXED
MO-5	1	FIXED
TOTAL	5	

ALPHA SECTION SEPARATION CELLS

CELL	NUMBER OF PHONES	TYPE
ALL (12)	1	ROLLING
TOTAL	1	

BRAVO SECTION MULTIPLE OCCUPANCY CELLS:

POD	NUMBER OF PHONES	TYPE
BRAVO 1	1	FIXED
BRAVO 2	1	FIXED
BRAVO 3	1	FIXED
BRAVO 4	1	FIXED
BRAVO 5	1	FIXED
BRAVO 6	1	FIXED
BRAVO 7	1	FIXED
BRAVO 8	1	FIXED
BRAVO 9	1	FIXED
BRAVO 10	1	FIXED
BRAVO 11	1	FIXED
BRAVO 12	1	FIXED
BRAVO 13	1	FIXED
BRAVO 14	1	FIXED
BRAVO 15	1	FIXED
BRAVO 16	1	FIXED
BRAVO 17	1	FIXED
BRAVO 18	1	FIXED
BRAVO 19	1	FIXED
BRAVO 20	1	FIXED
BRAVO 21	1	FIXED
TOTAL	21	

CHARLIE SECTION MULTIPLE CUPANCY CELLS:

POD	NUMBER OF PHONES	TYPE
CHARLIE-1	1	FIXED
CHARLIE-2	1	FIXED
CHARLIE-3	1	FIXED
CHARLIE-4	1	FIXED
CHARLIE-5	1	FIXED
CHARLIE-6	1	FIXED
CHARLIE-7	1	FIXED
CHARLIE-8	1	FIXED
CHARLIE-9	1	FIXED
CHARLIE-10	1	FIXED
CHARLIE-11	1	FIXED
CHARLIE-12	1	FIXED
CHARLIE-13	1	FIXED
CHARLIE-14	1	FIXED
CHARLIE-15	1	FIXED
CHARLIE-16	1	FIXED
CHARLIE-17	1	FIXED
CHARLIE-18	1	FIXED
CHARLIE-19	1	FIXED
CHARLIE-20	1	FIXED
CHARLIE-21	1	FIXED
CHARLIE-22	1	FIXED
CHARLIE-23	1	FIXED
CHARLIE-24	1	FIXED
CHARLIE-25	1	FIXED
CHARLIE-26	1	FIXED
CHARLIE-27	1	FIXED
CHARLIE-28	1	FIXED
CHARLIE 29	1	FIXED
CHARLIE-30	1	FIXED
TOTALS	30	

DELTA SECTION SINGLE CELL

POD	NUMBER OF PHONES	TYPE
DELTA-1A	2	FIXED
DELTA-1B	2	FIXED
DELTA-2A	2	FIXED
DELTA-2B	2	FIXED
DELTA-3A	2	FIXED
DELTA-3B	2	FIXED
DELTA-4A	2	FIXED
DELTA-4B	2	FIXED
TOTALS	16	

ECHO SECTION SEPARATION CELLS:

CELL	NUMBER OF PHONES	TYPE
ALL (48)	1	ROLLING CART
TOTALS	1	

FOX SECTION DORMITORIES:

POD	NUMBER OF PHONES	TYPE
FOX-1A	2	FIXED
FOX-1B	2	FIXED
FOX-2A	2	FIXED
FOX-1B	2	FIXED
FOX-3A	2	FIXED
FOX-3B	2	FIXED
FOX-4A	2	FIXED
FOX-4B	2	FIXED
TOTALS	16	

GULF SECTION DORMITORIES:

POD	NUMBER OF PHONES	TYPE
GULF 1-A	2	FIXED
GULF 1-B	2	FIXED
GULF 2-A	2	FIXED
GULF 2-B	2	FIXED
GULF 3-A	2	FIXED
GULF 3-B	2	FIXED
GULF 4-A	2	FIXED
GULF 4-B	2	FIXED
TOTALS	16	

HOTEL SECTION DORMITORIES:

POD	NUMBER OF PHONES	TYPE
HOTEL-1A	2	FIXED
HOTEL-1B	2	FIXED
TOTALS	4	

INFIRMARY SECTION DORMITORIES:

POD	NUMBER OF PHONES	TYPE
INFIRMARY-1	1	FIXED
INFIRMARY-2	1	FIXED
INFIRMARY-3	1	FIXED
TOTALS	3	

INFIRMARY SECTION NEGATIVE PRESSURE CELLS:

POD	NUMBER OF PHONES	TYPE
INFIRMARY-ALL (16)	1	ROLLING CART
TOTAL	1	

EXHIBIT“B”
VENDOR’S RESPONSE

EXHIBIT "B"

PROPOSAL RESPONSE SHEET HIDALGO COUNTY ADULT DETENTION FACILITY "INMATE PAY TELEPHONE SERVICES"

- A. Monthly Telephone Flat Rate Revenues for LOCAL SERVICE (Enter percent in both words and numerically)

Percent of monthly GROSS BILLED revenue from all installed telephones.

Percentage offered in words: Fifty-Eight Percent

Numerical Percentage offered: 58%

Flat Local Calling Rate offered: \$3.00

- B. Monthly Telephone revenue for Long Distance Service:

Percent of monthly GROSS BILLED Revenue from all installed phones:

Percentage offered: 58%

- C. Provide your definition of Gross Billed Revenue in the following terms.

Billed charge for a call	Any deductions	Grossed billed revenue
<u>\$3.00</u>	<u>Less 0</u>	= <u>\$3.00</u>

PREPAID CALLING CARDS

Forty percent (40%) discount on prepaid calling cards as defined as follows:

\$10.00 Calling Cards will cost Hidalgo County \$6.00

\$20.00 Calling Cards will cost Hidalgo County \$12.00

\$30.00 Calling Cards will cost Hidalgo County \$18.00