AI-24080 **6.D.**

CL-09-1958-D; Maria Anita Soliz v. County of Hidalgo

CC REGULAR

Date:	11/30/2010
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Closed Session

Information

CAPTION

CL-09-1958-D; Maria Anita Soliz v. County of Hidalgo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/22/2010 09:24 AM	APRV
2	Auditor's Office	Linda Fong	11/23/2010 03:44 PM	APRV
3	Purchasing Department	Marty Salazar	11/23/2010 03:54 PM	APRV
Form Started By: Monica Badillo			Started On: 11/19/2010 05:07 PM	
Final Approval Date: 11/23/2010				

AI-24081 **7.D.**

CL-09-1958-D; Maria Anita Soliz v. County of Hidalgo

CC REGULAR

Date:	11/30/2010
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Open Session

Information

CAPTION

CL-09-1958-D; Maria Anita Soliz v. County of Hidalgo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management		11/23/2010 03:54 PM	PEND
2	Auditor's Office	Linda Fong	11/23/2010 03:45 PM	APRV
3	Purchasing Department	Marty Salazar	11/23/2010 03:54 PM	APRV
Form Started By: Monica Badillo			Started On: 11/19/2010 05:07 PM	
Final Approval Date: 11/23/2010				

AI-24163 **10.B.**

Request for use of town square - Toy Drive Dec. 11th

CC REGULAR

Date:	11/30/2010
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Submitted For:	Noe Ramon
Department:	EXECUTIVE OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Request by Valley EMS to use the town square on Saturday, December 11, 2010 for Toy Drive Event

BACKGROUND

Insurance has been provided.

Fiscal Impact

Attachments

Link: request

Link: ins

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/24/2010 04:08 PM	APRV
2	Auditor's Office		11/24/2010 05:00 PM	NEW

Form Started By: Monica Badillo Started On: 11/24/2010 04:01 PM

Final Approval Date: 11/24/2010

VALLE' E.M.S., INC. 601 S. 10TH ST. EDINBURG, TX. 78539

11/23/10

TO WHOM IT MA\ ONCERN:

WITH THIS LETTER /OULD LIKE TO ANNOUCE A SPECIAL EVENT ON DECEMBER 11 2010, FROM 12 NOON TO 8PM. A /HICH WE WILL BE HAVING LIVE MUSIC, FOOD AND MUCH MORE FREE OF CHARGE ONLY REQUIRING . TOY BE BROUGHT AT TIME OF ENTRANCE. TOYS FOR TOTS REPRESENTATIVE WILL BE THERE TO HELP S OUT. THIS ANNUAL EVENT IS CALLED "MAKE A CHILD SMILE". AFTER TWO CONSCUTIVE EVE S IN DIFFERENT CITIES, WE WILL BE GOING THROUGH THE COLONIAS TO GIVE THESE TOYS OUT A)NG WITH CAROLING ON OR BEFORE CHRISTMAS EVE.

FOR MORE INFORM TION PLEASE DO NOT HESITATE TO CALL ME TO 956-534-5129.

MARISSA RAMON

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/23/2010

PRODUCER
FELIPE FARIAS INSURANCE AGENCY
5103 S MCCOLL RD
EDINBURG, TX 78539
956-971-9100

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

INSURED
VALLEY EMS
NOE RAMON
601 S. 10TH A
EDINBURG, TX 1539

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: EVANSTON INSURANCE COMPANY	
INSURER B: NATIONAL CASUALTY COMPANY	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIAB CLAIMS MADE [X] OCCUR X PROFESSIONAL GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT	SM-875346	10/05/10	10-05-11	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 5,000 $ 500,000 $ 1,000,000 $ 500,000
B		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	CAO-0217732	11-20-10	11-20-11	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 500,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS-MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
		OTHER					

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

EMERGENCY AMBULANCE SERVICE

CERTIFICATE HOLDER

CITY OF EDINBURG
HIDALGO COUNTY

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Felipe Farias

ACORD 25 (2001/08) © ACORD CORPORATION 1988

Dec. 11, 2010 Sat.
Toy Drive

AI-24147 **10.C.**

Authority for Exec Officer to sign application - Pct 2 customer owned generation (wind turbine)

CC REGULAR

Date: 11/30/2010
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE
Agenda Category: Comm. Court Executive Office

Information

CAPTION

Approval to authorize Executive Officer to sign Application for Operation of Customer-Owned Generation (wind-turbine) at 300 W. Hall Acres Rd., Pharr, Texas 78577 - Pct. #2

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1287-466-00-122-021-3-739
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Wind Turbine is a part of the Pct#2 Administrative Building Complex project. Funding available from EECBG grant funds.

Attachments

Link: application

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/24/2010 08:09 AM	APRV
2	Roland Garcia	Rolando Garcia	11/24/2010 09:50 AM	APRV
3	Auditor's Office		11/24/2010 05:00 PM	NEW
Form Started By: Monica Badillo			Started On: 11/23/2010 04:24 PM	
Final Approval Date: 11/24/2010				

Application for Operation of Customer-Owned Generation
Magic Valley Electric Cooperative, Inc.

This application should be completed as soon as possible and returned to the Cooperative Customer Service representative in order to begin processing the request. See *Distributed Generation Procedures and Guidelines Manual for Members* for additional information.

INFORMATION: *This application is used by the Cooperative to determine the required equipment configuration for the Customer interface. Every effort should be made to supply as much information as possible.*

PART 1
MEMBER/APPLICANT INFORMATION

Member: Hidalgo County Precinct 2
Mailing Address: 300 W. Hall Acres Rd
City: Pharr County: Hidalgo State: TX Zip Code: 78577
Phone Number: 956-289-7858 MVEC Account #: _____
Member Representative: Richard Sunday

PROJECT DESIGN/ENGINEERING (as applicable)

Company: MEP Solutions Engineering
Mailing Address: 600 E. Beaumont Ave. Suite 2
City: Mc Allen County: Hidalgo State: TX Zip Code: 78501
Phone Number: (956)664-2727 Representative: _____

ELECTRICAL CONTRACTOR (as applicable)

Company: Sol Technologies LLC
Mailing Address: 606 S. Missouri
City: Weslaco County: Hidalgo State: TX Zip Code: 78596
Phone Number: (956) 975-2510 Representative: Israel Ortiz

TYPE OF GENERATOR (as applicable)

Photovoltaic ✓ Wind ✓ Microturbine _____
Diesel Engine _____ Gas Engine _____ Turbine Other _____

ESTIMATED LOAD INFORMATION

The following information will be used to help properly design the Cooperative customer interconnection. This information is not intended as a commitment or contract for billing purposes.

Total Site Load _____(kW) Total DG Output 35.4 (kW) Rated
41.88 kW Max Output

Mode of Operation (check all that apply)

Isolated_____ Paralleling ✓ Power Export ✓

DESCRIPTION OF PROPOSED INSTALLATION AND OPERATION

Give a general description of the proposed installation, including when you plan to operate the generator.

The photovoltaic installation consists of 4 arrays each composed of 30 Sanyo HIP195DA3 modules for a total of 120 modules. Each array has a 100A 600VAC 3 pole DC Disconnect. Each array feeds a SMA Sunny Boy 7000 US inverter for a total of 4 inverters.

The wind turbine installations consists of 5 skystream wind turbines. Each wind turbine is rated at 2.4kW. An AC Disconnect is located at the base of each wind turbine.

Solar Inverters and wind turbines are fed into the grid through a subpanel referred in the attached documents as Panel RE. There is a 400A 240VAC 3 pole switch blade AC Disconnect for Panel RE located within 3 feet of meter.

All inverters are planned to go into operation by December 1, 2010.

POWER CIRCUIT BREAKER (if applicable)

Manufacturer: _____ Model: _____

Rated Voltage (*kilovolts*): _____ Rated ampacity (*Amperes*) _____

Interrupting rating (*Amperes*): _____ BIL Rating _____

Interrupting medium / insulating medium (ex. Vacuum, gas, oil) _____/_____

Control Voltage (Closing): ___ (Volts) AC DC

Control Voltage (Tripping): ___ (Volts) AC DC Battery Charged Capacitor

Close energy: Spring Motor Hydraulic Pneumatic Other: _____

Trip energy: Spring Motor Hydraulic Pneumatic Other: _____

Bushing Current Transformers: _____ (Max. ratio) Relay Accuracy Class: _____

Multi Ratio? No Yes: (available taps) _____

ADDITIONAL INFORMATION

In addition to the items listed above, please attach a detailed one-line diagram of the proposed facility, all applicable elementary diagrams, major equipment (generators, transformers, inverters, circuit breakers, protective relays, etc.), specifications, test reports, etc., and any other applicable drawings or documents necessary for the proper design of the interconnection.

SIGN OFF AREA

The Member agrees to provide the Cooperative with any additional information required to complete the interconnection. The Member shall operate his equipment within the guidelines set forth by the Cooperative.

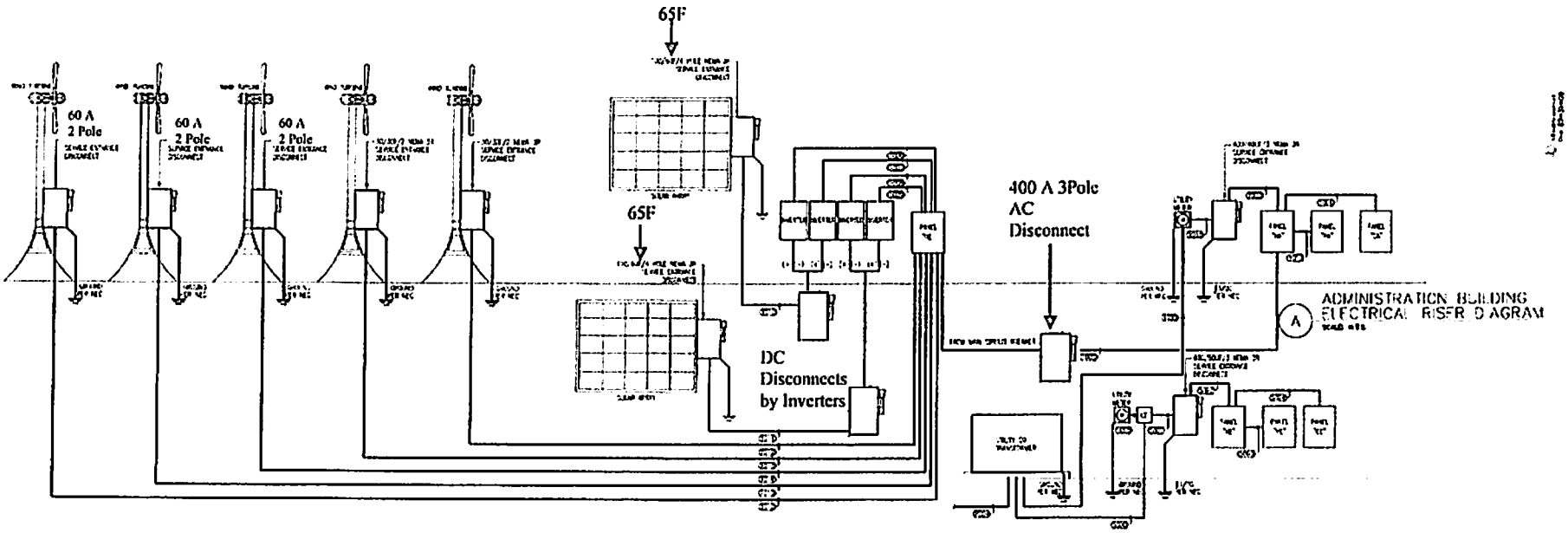
_____ _____

Applicant Date

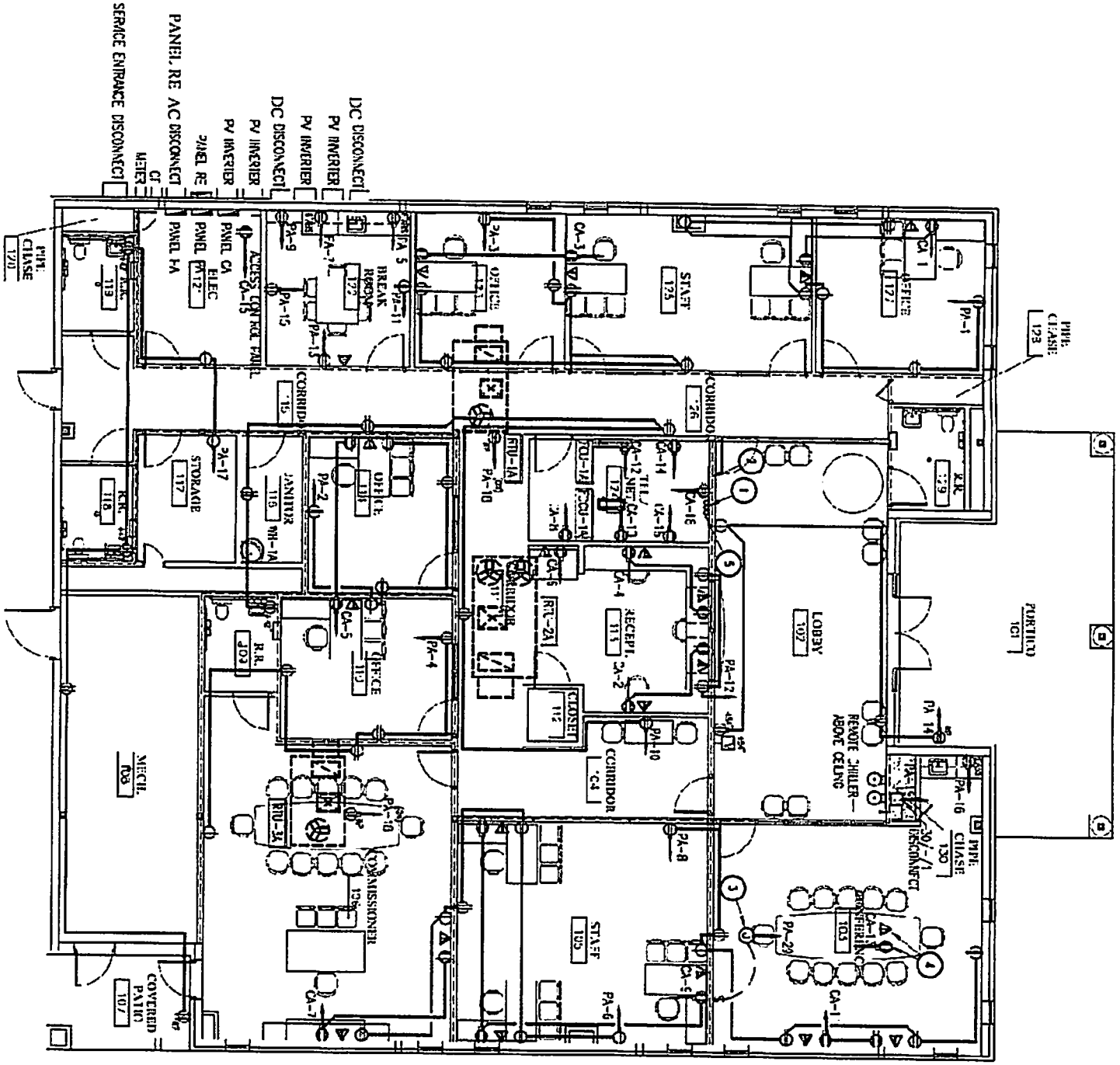
ELECTRIC COOPERATIVE CONTACT FOR APPLICATION SUBMISSION AND FOR MORE INFORMATION:

Cooperative contact:	Brad Bierstedt
Title:	Business Development Manager
Address:	P.O. Box 267
	Mercedes, Texas 78570
Phone:	(956) 514-1200, ext. 7156
Fax:	(956) 825-7185
Email:	r83@magicvalley.coop

Address: 300 W. Hall Acres Rd. Pharr, TX 78577



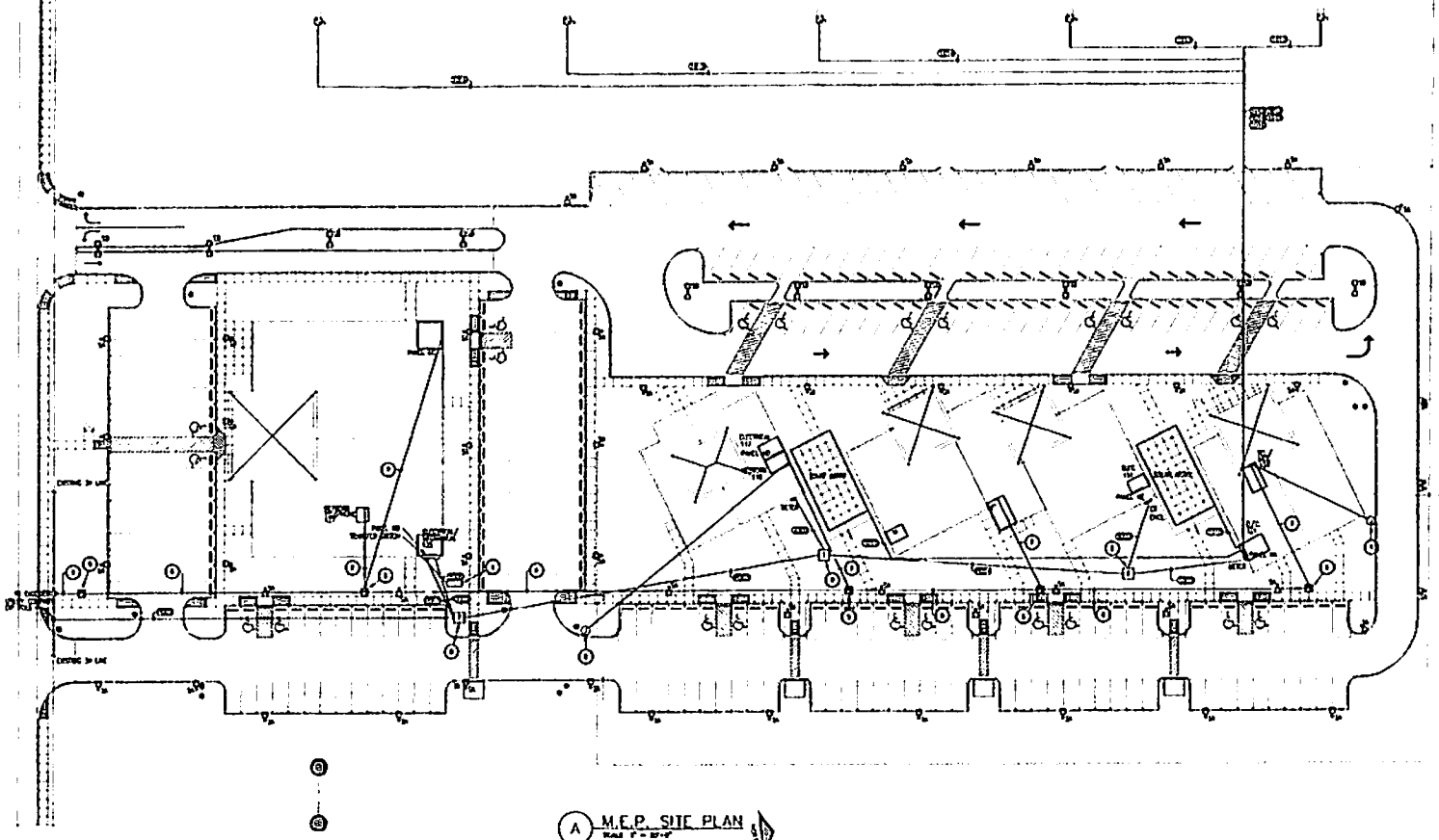
Address: 300 W. Hall Acres Rd. Pharr, TX 78577
AC Disconnect for Panel RE: 400A 240 VAC 3 Pole with Neutral
DC Disconnect: 100 A 600 VDC 2 Pole



3.69 ACRES
(FUTURE FITNESS TRAIL & PARK)

GENERAL NOTES: ( )

KEY NOTES:



A M.E.P. SITE PLAN

B BUILDING KEY

MEP SOLUTIONS ENGINEERING

NEW PCT No. 2 ADMINISTRATION OFFICES & OTHER COUNTY OFFICES
FOR
COMMISSIONER "TITO" PALACIOS
PHARR, TEXAS

V·A Architecture

MEP-01

ALL CONSTRUCTION MATERIALS, CONSTRUCTION SYSTEMS AND/OR COMPONENTS SHALL BE INSTALLED AS PER MANUFACTURER'S RECOMMENDATIONS OR REQUIREMENTS.

AI-24150 **10.D.**

deletion/creation of position - Electrician Helper - Fac. Mgmt.

CC REGULAR

Date:	11/30/2010
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Facilities Management (1100):
1. Approval to delete one (1) full-time Electrician Helper position, slot no. 0016, grade level 04.
2. Approval to create one (1) full-time Electrician I position, slot no. 0108, grade level 08.
3. Approval of interdepartmental transfer.
4. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Available funds for salary and related fringe benefits, pending interdepartmental transfer. (Funds provided under contingency acct pending approval of transfer, refer to AI-24151).

Attachments

Link: PARs

Link: Job Descriptions

Link: Revised salary schedule

Link: Fiscal Note

Link: Interdept. transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/24/2010 08:10 AM	APRV
2	Sylvia Solis	Sylvia Solis	11/24/2010 02:34 PM	APRV
3	Auditor's Office		11/24/2010 05:00 PM	NEW

Form Started By: Monica Badillo — Started On: 11/23/2010 04:39 PM

Final Approval Date: 11/24/2010

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: FACILITIES MANAGEMENT (220-001) DATE: 11/23/10

CURRENT POSITION TITLE: ELECTRICIAN HELPER CURRENT SLOT. #: 0016

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other DELETION OF POSITION

POSITION SALARY REQUEST:

NO. OF POSITIONS	CURRENT GRADE & STEP	PROPOSED GRADE & STEP		GRADE & STEP SALARY
ONE (1)	GRADE 4 & STEP 2	N/A	$	(-24,203.00)

Position to be funded from one of the following:

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

☒ Other LAPSED FUNDING AVAILABLE FROM DELETION OF POSITION.

POSITION TYPE:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

$ _____ Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[ ]
Non-Exempt	[X]	Non-Exempt	[X]
N/A	[ ]		

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

CURRENT & FUTURE PROJECT EXCEED CAPABILITIES OF POSITION OF ELECTRICIAN HELPER.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	11/24/10 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	11/24/10 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: FACILITIES MANAGEMENT (220-001) DATE: 11/23/10

CURRENT POSITION TITLE: N/A CURRENT SLOT. #: 0108

REQUESTED POSITION TITLE: ELECTRICIAN I

REQUEST FOR:

☒ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

POSITION SALARY REQUEST:

ONE (1)	N/A	GRADE 8	$ 30,224.00 – 42,955.00
NO. OF POSITIONS	CURRENT GRADE & STEP	PROPOSED GRADE & STEP	GRADE & STEP SALARY RANGE

** As per the Classification & Compensation Pay Plan policy – New Higher Section (pg. 07), all newly hired employees must begin employment at the Probationary Step O salary level.

Position to be funded from one of the following:

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

☒ Other 0-1100-415-00-115-002-0-899 (CO. WIDE ADM – CONTINGENCY)

POSITION TYPE:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

_____ Enter hourly rate for temp. positions

$ _____ Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[ ]
Non-Exempt	[X]	Non-Exempt	[X]
N/A	[ ]		

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

CURRENT & FUTURE PROJECT WORKLOADS CALL FOR ADDITIONAL ELECTRICIAN I POSITION.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	11/24/10 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	11/24/10 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

ELECTRICIAN I

GRADE: 08

GENERAL DESCRIPTION

Performs moderately complex (journey-level) work in the maintenance and repair of electrical equipment and circuits; Work involves installing, replacing, and maintaining electrical systems, apparatus, components of machinery, and equipment; Works under general supervision with moderate latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Installs and repairs electrical systems, apparatus, and electrical components of machinery and equipment

Inspects and tests electrical equipment, lighting, and power circuits

Isolates defects in wiring, circuit breakers, fuses, switches, sockets, and other elements and replaces faulty switches, circuit breakers, fuses, sockets, and other elements of electrical systems

Interprets blueprints sketches and schematic drawing of electrical circuits

Calculates electrical loads, wire sizes, and lengths

Mounts motors, transformers, and lighting fixtures into position and completes circuits according to diagram specifications

Repairs electrical circuits

Repairs magnetic starters and remote start-stop stations; operates and maintains high- and low-voltage switches; and installs rigid, thin wall, and flexible conduit

Wires circuits and cleans and tightens low voltage switch gears

Assists in the maintenance and renovation of electrical service

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

One to Two (1-2) years of experience in electrical work; Graduation from a high school or equivalent, supplemented by vocational or special training in an electrical trade, is generally preferred. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of general principles and theory of electricity and of safety regulations

Skill in the use of tools

Ability to maintain proper ventilation and heating level, to make maintenance or electrical repairs, to diagnose malfunctioning units, to maintain records, and to supervise the work of others

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

ELECTRICIAN HELPER

GRADE: 04

GENERAL DESCRIPTION

Performs entry level (journey-level) work in the maintenance and repair of electrical equipment and circuits; Work involves assisting in installing, replacing, and maintaining electrical systems, apparatus, components of machinery, and equipment; Performs semi-skilled duties assisting in various skilled trades or general maintenance or construction work; Works under general supervision with moderate latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Assist in Installation and repairs electrical systems, apparatus, and electrical components of machinery and equipment

Assist with Inspections and tests electrical equipment, lighting, and power circuits

Assist Electrician when he Isolates defects in wiring, circuit breakers, fuses, switches, sockets, and other elements and replaces faulty switches, circuit breakers, fuses, and other elements of electrical systems

Assist Electrician when he Mounts motors, transformers, and lighting fixtures into position and completes circuits according to diagram specifications

Assists in the maintenance and renovation of electrical service

Assists electricians in installing and repairing electrical wiring, fixtures, and related equipment

Assists painters in mixing and matching paints, stains, and painting

Assists plumbers in installing, maintaining, and repairing pipes, valves, faucets, sinks, and other plumbing facilities

Assists masons in laying brick, cement block, and sidewalks

Assists carpenters in repairing chairs, tables, fences, doors, windows, floor, and other articles and fixtures

Assists maintenance personnel in the repair and maintenance of buildings

Assists HVAC mechanics in the operation, maintenance, and repair of heating, refrigeration, and air-conditioning equipment

Assists equipment mechanics in the repair and maintenance of gasoline and/or diesel operated vehicles or other related mechanical components

Assists with the construction, maintenance, and repair of roads, bridges, ditches, culverts, and associated structures

Assists in the use of gas/electric operated equipment

Assists in the repair and maintenance of tools and equipment

Cleans work sites upon work completion

Performs general care, maintenance and cutting of trees

Drives a motor vehicle to and from work sites

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

One (1) year experience in electrical work, general maintenance, or construction work; Graduation from a high school or equivalent is generally preferred; Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of general principles and theory of electricity and of safety regulations

Skill in the use of tools

Ability to maintain proper ventilation and heating level, to make maintenance or electrical repairs, to diagnose malfunctioning units, to maintain records, and to supervise the work of others

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-419-40-220-001-0

AI - 24150

FACILITIES MANAGEMENT

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	BLDG MAINTENANCE MANAGER	17	1	63,599.00	63,599.00	63,882.00	480.00	0.00	0.00	0.00	0.00	64,362.00
0002	113	EXECUTIVE ASSISTANT I	11	4	44,287.00	44,287.00	44,491.00	900.00	0.00	0.00	0.00	0.00	45,391.00
0004	113	AIR CONDITION TECHNICIAN II	9	1	34,360.00	34,360.00	34,650.00	0.00	0.00	0.00	0.00	0.00	34,650.00
0005	113	PLUMBER I	8	4	35,157.00	35,157.00	35,157.00	540.00	0.00	0.00	0.00	0.00	35,697.00
0006	113	ELECTRICIAN I	8	4	35,157.00	35,157.00	35,157.00	540.00	0.00	0.00	0.00	0.00	35,697.00
0007	113	MAINTENANCE SUPERVISOR	11	1	40,078.00	40,078.00	40,078.00	0.00	0.00	0.00	0.00	0.00	40,078.00
0008	113	ELECTRICIAN I	8	1	31,815.00	31,815.00	31,815.00	0.00	0.00	0.00	0.00	0.00	31,815.00
0010	113	BUDGET CLERK I	6	4	30,141.00	30,141.00	30,600.00	1,440.00	0.00	0.00	0.00	0.00	32,040.00
0011	113	ADMINISTRATIVE ASSISTANT II	6	2	28,231.00	28,231.00	28,415.00	720.00	0.00	0.00	0.00	0.00	29,135.00
0012	113	MAINTENANCE III	5	1	25,256.00	25,256.00	25,256.00	900.00	0.00	0.00	0.00	0.00	26,156.00
0013	113	MAINTENANCE III	5	1	25,256.00	25,256.00	25,256.00	0.00	0.00	0.00	0.00	0.00	25,256.00
0014	113	MAIL CLERK	4	2	24,203.00	24,203.00	24,535.00	300.00	0.00	0.00	0.00	0.00	24,835.00
0015	113	MAIL CLERK	4	2	24,203.00	24,203.00	24,535.00	360.00	0.00	0.00	0.00	0.00	24,895.00
		DELETE THE FOLLOWING: ↓											
~~0016~~	~~113~~	~~ELECTRICIAN HELPER~~	~~4~~	~~2~~	~~24,203.00~~	~~24,203.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~
0017	113	AC TECHNICIAN HELPER	4	2	24,203.00	24,203.00	24,203.00	0.00	0.00	0.00	0.00	0.00	24,203.00
0018	113	PLUMBER HELPER	4	2	24,203.00	24,203.00	24,203.00	0.00	0.00	0.00	0.00	0.00	24,203.00
0019	113	CUSTODIAN II	3	2	22,411.00	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0020	113	CUSTODIAN II	3	2	22,411.00	22,411.00	22,411.00	840.00	0.00	0.00	0.00	0.00	23,251.00
0021	113	CUSTODIAN II	3	2	22,411.00	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0022	113	CUSTODIAN II	3	2	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0023	113	CUSTODIAN II	3	2	22,411.00	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0024	113	CUSTODIAN II	3	2	22,411.00	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0025	113	CUSTODIAN II	3	2	22,411.00	22,411.00	22,411.00	420.00	0.00	0.00	0.00	0.00	22,831.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-419-40-220-001-0

AI - 24150

FACILITIES MANAGEMENT

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0026	113	MAINTENANCE II	3	3	23,169.00	23,169.00	23,169.00	0.00	0.00	0.00	0.00	0.00	23,169.00
0027	113	CUSTODIAN II	3	2	22,411.00	22,411.00	22,411.00	360.00	0.00	0.00	0.00	0.00	22,771.00
0028	113	CUSTODIAN II	3	2	22,411.00	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0029	113	MAINTENANCE III	5	1	25,256.00	25,256.00	25,256.00	480.00	0.00	0.00	0.00	0.00	25,736.00
0030	113	CUSTODIAN II	3	2	22,411.00	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0031	113	CUSTODIAN II	3	2	22,411.00	22,411.00	22,611.00	1,080.00	0.00	0.00	0.00	0.00	23,691.00
0032	113	MAINTENANCE II	3	2	22,411.00	22,411.00	22,411.00	600.00	0.00	0.00	0.00	0.00	23,011.00
0033	113	CUSTODIAN II	3	2	22,411.00	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0034	113	CUSTODIAN II	3	2	22,411.00	22,411.00	22,611.00	1,080.00	0.00	0.00	0.00	0.00	23,691.00
0035	113	CUSTODIAN II	3	2	22,411.00	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0036	113	CUSTODIAN II	3	2	22,411.00	22,411.00	22,411.00	420.00	0.00	0.00	0.00	0.00	22,831.00
0037	113	CUSTODIAN II	3	2	22,411.00	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0038	113	CUSTODIAN II	3	0	20,570.00	20,570.00	20,570.00	0.00	0.00	0.00	0.00	0.00	20,570.00
0039	113	CUSTODIAN II	3	2	22,411.00	22,411.00	22,411.00	540.00	0.00	0.00	0.00	0.00	22,951.00
0040	113	CUSTODIAN II	3	2	22,411.00	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0041	113	CUSTODIAN II	3	2	22,411.00	22,411.00	22,411.00	540.00	0.00	0.00	0.00	0.00	22,951.00
0042	113	CUSTODIAN II	3	2	22,411.00	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0043	113	CUSTODIAN II	3	2	22,411.00	22,411.00	22,411.00	540.00	0.00	0.00	0.00	0.00	22,951.00
0044	113	CUSTODIAN II	3	2	22,411.00	22,411.00	22,411.00	600.00	0.00	0.00	0.00	0.00	23,011.00
0045	113	CUSTODIAN II	3	2	22,411.00	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0046	113	CUSTODIAN II	3	2	22,411.00	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0047	113	CUSTODIAN II	3	2	22,411.00	22,411.00	22,411.00	420.00	0.00	0.00	0.00	0.00	22,831.00
0048	113	CUSTODIAN II	3	2	22,411.00	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0049	113	CARPENTER I	3	2	22,411.00	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0050	113	MAINTENANCE II	3	2	22,411.00	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

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FACILITIES MANAGEMENT

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0051	113	CUSTODIAN II	3	2	22,411.00	22,411.00	22,411.00	360.00	0.00	0.00	0.00	0.00	22,771.00
0052	113	CUSTODIAN II	3	2	22,411.00	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0053	113	MAINTENANCE II	3	2	22,411.00	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0054	113	MAINTENANCE III	5	2	26,140.00	26,140.00	26,140.00	0.00	0.00	0.00	0.00	0.00	26,140.00
0055	113	CUSTODIAN II	3	2	22,411.00	22,411.00	22,411.00	480.00	0.00	0.00	0.00	0.00	22,891.00
0056	113	MAINTENANCE II	3	2	22,411.00	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0057	113	CUSTODIAN II	3	2	22,411.00	22,411.00	22,411.00	480.00	0.00	0.00	0.00	0.00	22,891.00
0059	113	MAINTENANCE II	3	2	22,411.00	22,411.00	22,411.00	300.00	0.00	0.00	0.00	0.00	22,711.00
0060	113	MAINTENANCE II	3	2	22,411.00	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0061	113	MAINTENANCE II	3	2	22,411.00	22,411.00	22,411.00	840.00	0.00	0.00	0.00	0.00	23,251.00
0062	113	CUSTODIAN II	3	2	22,411.00	22,411.00	22,411.00	960.00	0.00	0.00	0.00	0.00	23,371.00
0063	113	MAINTENANCE II	3	2	22,411.00	22,411.00	22,411.00	660.00	0.00	0.00	0.00	0.00	23,071.00
0064	113	CUSTODIAN II	3	2	22,411.00	22,411.00	22,411.00	660.00	0.00	0.00	0.00	0.00	23,071.00
0065	113	CUSTODIAN II	3	2	22,411.00	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0066	113	CUSTODIAN II	3	2	22,411.00	22,411.00	22,411.00	780.00	0.00	0.00	0.00	0.00	23,191.00
0067	113	CUSTODIAN II	3	2	22,411.00	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0068	113	CUSTODIAN II	3	2	22,411.00	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0069	113	CUSTODIAN II	3	2	22,411.00	22,411.00	22,411.00	660.00	0.00	0.00	0.00	0.00	23,071.00
0070	113	CUSTODIAN II	3	2	22,411.00	22,411.00	22,411.00	300.00	0.00	0.00	0.00	0.00	22,711.00
0071	113	CUSTODIAN II	3	2	22,411.00	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0073	113	MAINTENANCE I	1	1	18,564.00	20,720.00	20,720.00	0.00	0.00	0.00	0.00	0.00	20,720.00
0074	113	MAINTENANCE I	1	4	20,514.00	20,514.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0075	113	PLUMBER I	8	2	32,929.00	32,929.00	32,929.00	0.00	0.00	0.00	0.00	0.00	32,929.00
0076	113	ELECTRICIAN I	8	2	32,929.00	32,929.00	32,929.00	0.00	0.00	0.00	0.00	0.00	32,929.00
0077	113	AIR CONDITION TECHNICIAN III	11	2	41,481.00	41,481.00	41,481.00	0.00	0.00	0.00	0.00	0.00	41,481.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

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AI - 24150

FACILITIES MANAGEMENT

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0078	113	WELDER II	6	7	33,006.00	33,006.00	33,006.00	540.00	0.00	0.00	0.00	0.00	33,546.00
0079	113	MAINTENANCE II	3	3	23,169.00	23,169.00	23,169.00	0.00	0.00	0.00	0.00	0.00	23,169.00
0080	113	MAINTENANCE II	3	3	23,169.00	23,169.00	23,169.00	0.00	0.00	0.00	0.00	0.00	23,169.00
0081	113	MAINTENANCE II	3	3	23,169.00	23,169.00	23,169.00	0.00	0.00	0.00	0.00	0.00	23,169.00
0082	113	CUSTODIAN II	3	2	22,411.00	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0083	113	CUSTODIAN II	3	2	22,411.00	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0084	113	MECHANIC I	4	1	23,385.00	23,385.00	23,725.00	0.00	0.00	0.00	0.00	0.00	23,725.00
0085	113	MAINTENANCE II	3	4	23,927.00	23,927.00	23,927.00	0.00	0.00	0.00	0.00	0.00	23,927.00
0086	113	MAINTENANCE III	5	1	25,256.00	25,256.00	25,256.00	0.00	0.00	0.00	0.00	0.00	25,256.00
0087	113	MAINTENANCE III	5	1	25,256.00	25,256.00	25,256.00	360.00	0.00	0.00	0.00	0.00	25,616.00
0088	113	MAINTENANCE II	3	4	23,927.00	23,927.00	23,927.00	0.00	0.00	0.00	0.00	0.00	23,927.00
0089	113	MAINTENANCE III	5	10	33,212.00	33,212.00	33,212.00	480.00	0.00	0.00	0.00	0.00	33,692.00
0090	113	INFRASTRUCTURE SYSTEMS MNGR	17	2	65,825.00	65,825.00	65,825.00	0.00	0.00	0.00	0.00	0.00	65,825.00
0091	113	ADMINISTRATIVE ASSISTANT IV	10	4	41,006.00	41,006.00	41,006.00	0.00	0.00	0.00	0.00	0.00	41,006.00
0092	113	CARPENTER III	7	3	31,520.00	31,520.00	31,520.00	600.00	0.00	0.00	0.00	0.00	32,120.00
0093	113	CARPENTER III	7	3	31,520.00	31,520.00	31,520.00	900.00	0.00	0.00	0.00	0.00	32,420.00
0094	113	CARPENTER III	7	1	29,458.00	29,458.00	29,934.00	840.00	0.00	0.00	0.00	0.00	30,774.00
0095	113	CARPENTER III	7	1	29,458.00	29,458.00	29,458.00	540.00	0.00	0.00	0.00	0.00	29,998.00
0096	113	CARPENTER II	5	3	27,024.00	27,024.00	27,024.00	0.00	0.00	0.00	0.00	0.00	27,024.00
0097	113	WELDER I	4	2	24,203.00	24,203.00	24,203.00	0.00	0.00	0.00	0.00	0.00	24,203.00
0098	113	CARPENTER I	3	4	23,927.00	23,927.00	23,927.00	1,380.00	0.00	0.00	0.00	0.00	25,307.00
0099	113	CARPENTER I	3	4	23,927.00	23,927.00	23,927.00	0.00	0.00	0.00	0.00	0.00	23,927.00
0100	113	CARPENTER I	3	4	23,927.00	23,927.00	23,927.00	0.00	0.00	0.00	0.00	0.00	23,927.00
0101	113	CARPENTER I	3	3	23,169.00	23,169.00	23,169.00	0.00	0.00	0.00	0.00	0.00	23,169.00
0102	113	CARPENTER I	3	3	23,169.00	23,169.00	23,169.00	0.00	0.00	0.00	0.00	0.00	23,169.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-419-40-220-001-0

AI - 24150

FACILITIES MANAGEMENT

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0103	113	CLERK I	1	1	18,564.00	18,564.00	18,564.00	0.00	0.00	0.00	0.00	0.00	18,564.00
0106	113	CUSTODIAN II	3	0	20,570.00	20,570.00	20,570.00	0.00	0.00	0.00	0.00	0.00	20,570.00
0107	113	ELECTRICIAN II	10	1	37,109.00	37,109.00	37,109.00	0.00	0.00	0.00	0.00	0.00	37,109.00
0108	**113**	**CREATE THE FOLLOWING: ↓ ELECTRICIAN I**	**8**		**$30,224.00 - $42,955.00**	**$30,224.00 - $42,955.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
					2,608,306.00	2,610,462.00	2,546,634.00	26,220.00	0.00	0.00	0.00	0.00	2,572,854.00

1. Approval to delete one (1) full-time Electrician Helper position, slot #0016, grade level 04

2. Approval to create one (1) full-time Electrician I position, slot # 0108, graded level 08.

Personnel actions pending CC approval.

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

Agenda Item: 24150

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, November 30, 2010

Summary of request/proposal:
Facilities Management (1100):
1. Approval to delete one (1) full-time Electrician Helper position, slot #0016, grade level 04
2. Approval to create one (1) full-time Electrician I position, slot # 0108, graded level 08.

Fund	Position	Slot#	Obj	Grade	Step	Current Grade & Step Salary	Proposed Grade & Step Salary (Probationary)*	Total Requested
1100	Electrician Helper	0016	113	4	2	24,203.00	0.00	(24,203.00)
1100	Electrician I	0108	113	8	0	0.00	30,224.00	30,224.00
								0.00
								0.00
								0.00
								0.00
								0.00
								0.00
				TOTAL:		24,203.00	30,224.00	6,021.00

*** As per the Classification & Compensation Pay Plan policy - New Hire Section (See page 7), all newly hired employees must begin employment at the Probationary Step O salary level.**

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
0-1100-419-40-220-001-0- 113	FACILITIES MANAGEMENT -	REG F/T EMPLOYEES	$553.66
0-1100-419-40-220-001-0- 211	FACILITIES MANAGEMENT -	HEALTH INSURANCE	$0.00
0-1100-419-40-220-001-0- 212	FACILITIES MANAGEMENT -	LIFE INSURANCE	$0.00
0-1100-419-40-220-001-0- 220	FACILITIES MANAGEMENT -	FICA	$42.35
0-1100-419-40-220-001-0- 230	FACILITIES MANAGEMENT -	RETIREMENT	$52.71
0-1100-419-40-220-001-0- 250	FACILITIES MANAGEMENT -	UNEMPLOYMENT COMP	$2.77
0-1100-419-40-220-001-0- 260	FACILITIES MANAGEMENT -	WORKER'S COMP	$0.00
		2010 Budgetary Impact	$651.49

2011 Budgetary Impact: $9,856.63

Possible Funding Sources: Co. Wide Contingency

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

DATE: November 24, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

2010
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Facilities Management

ACCOUNT NUMBER: 0-1100--41X-X0-XXX-00X-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
0-1100-415-00-115-002-0- 899	CO WIDE ADM -	CONTINGENCY	(651.49)
TO			
0-1100-419-40-220-001-0- 113	FACILITIES MANAGEMENT -	REG F/T EMPLOYEES	553.66
0-1100-419-40-220-001-0- 220	FACILITIES MANAGEMENT -	FICA	42.35
0-1100-419-40-220-001-0- 230	FACILITIES MANAGEMENT -	RETIREMENT	52.71
0-1100-419-40-220-001-0- 250	FACILITIES MANAGEMENT -	UNEMPLOYMENT COMP	2.77
	TOTAL BUDGET INCREASE (DECREASE)		**0.00**

REASON:

Interdepartmental transfer to fund the prorated difference in salary and related fringe benefit expenditures for the creation of one (1) Electrician I position, slot no. 0108.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE / /

ATTEST, COUNTY CLERK

AI-24106 **10.E.**

HIDTA 2009 Grant Modification

CC REGULAR

Date:	11/30/2010
Submitted By:	Nelda Olivarez, HIDTA
Submitted For:	Rene Guerra, Crininal District Attorney
Department:	HIDTA
Agenda Category:	HIDTA - Task Force

Information

CAPTION

HIDTA - Task Force:
1. Requesting acceptance and approval of Award no. G09SS002A Modification (supplement) between Hidalgo County and the Executive Office of the President Office of National Drug Control Policy-HIDTA Task Force Grant, increasing the award amount by $20,000.00;
2. Approval of certification of revenues by the County Auditor for the HIDTA Task Force Grant;
3. Approval of appropriation of funds for the HIDTA Task Force-South Texas McAllen Initiative in the amount $20,000.00. (Acct. #0-1291-412-00-270-003-9-XXX);
4. Approval of Overtime pay under the HIDTA Task Force-South Texas McAllen Initiative Grant.

BACKGROUND

On February 17, 2009, the Hidalgo County Commissioners' Court approval the 2009 (G09SS0002A) Award Agreement between Hidalgo County and the Executive Office of the President Office of National Drug Control Policy.

Previous Award Amount	$760,174.00
Supplement#3	20,000.00
Total Award	$780,174.00

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1291-412-00-270-003-9-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $20,000.00 for the HIDTA Task Force - South Texas McAllen Initiative.

Revenue Acct #0-1291-331-10-270-003-9-000 (HIDTA Task Force 2009-2010 Grant)

Attachments

Link: Supplement#3-Grant

Link: Supplement#3-Budget

Link: Certification of Revenues Letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/22/2010 04:30 PM	APRV
2	Sylvia Solis	Sylvia Solis	11/23/2010 02:43 PM	APRV
3	Auditor's Office	Linda Fong	11/23/2010 04:59 PM	APRV
4	Purchasing Department	Marty Salazar	11/24/2010 10:44 AM	APRV

Form Started By: Nelda Olivarez Started On: 11/22/2010 03:43 PM

Final Approval Date: 11/24/2010

Executive Office of the President **Office of National Drug Control Policy**	AWARD Grant	Page 1 of 1
1. Recipient Name and Address Mr. ~~Juan Salinas~~ Ramon Garcia Hidalgo County ~~Auditor's Office~~ Judge P O BOX 5719 Mcallen, TX 78502	4. Award Number: G09SS0002A 5. Grant Period: From 01/01/2009 to 12/31/2010	
1A. Subrecipient IRS/Vendor No. Subrecipient Name and Address	6. Date: 10/8/2010 8. Supplement Number 3	7. Action Initial [X] Supplemental
2A. Subrecipient IRS/Vendor No.:	9. Previous Award Amount:	$760,174.00
3. Project Title McAllen Initiative	10. Amount of This Award: 11. Total Award:	$20,000.00 $780,174.00
12. Special Conditions (check, if applicable) The above Grant is approved subject to such conditions or limitations as are set forth in the original grant agreement.		
13. Statutory Authority for Grant: Public Law 111-8		
AGENCY APPROVAL	**RECIPIENT ACCEPTANCE**	
14. Typed Name and Title of Approving Official Arnold R. Moorin National HIDTA Director	15. Typed Name and Title of Authorized Official ~~Juan Salinas~~ Ramon Garcia Mr. Hidalgo County ~~Auditor's Office~~ Judge	
16. Signature of Approving ONDCP Official Arnold R Moorin	17. Signature of Authorized Recipient/Date	
AGENCY USE ONLY		
18. Accounting Classification Code DUNS: 103110834 EIN: 1746000717A4	19. HIDTA AWARD OND10B3SE0910 OND2000000 OC 4100 JID: 22854	

Executive Office of the President **Office of National Drug Control Policy**	AWARD Grant	Page 1 of 1
1. Recipient Name and Address Mr. ~~Juan Salinas~~ Ramon Garcia Hidalgo County ~~Auditor's Office~~ Judge P O BOX 5719 Mcallen, TX 78502	4. Award Number: G09SS0002A 5. Grant Period: From 01/01/2009 to 12/31/2010	
1A. Subrecipient IRS/Vendor No. Subrecipient Name and Address	6. Date: 10/8/2010 8. Supplement Number 3	7. Action Initial [X] Supplemental
2A. Subrecipient IRS/Vendor No.:	9. Previous Award Amount:	$760,174.00
3. Project Title McAllen Initiative	10. Amount of This Award:	$20,000.00
	11. Total Award:	$780,174.00
12. Special Conditions (check, if applicable) The above Grant is approved subject to such conditions or limitations as are set forth in the original grant agreement.		
13. Statutory Authority for Grant: Public Law 111-8		
AGENCY APPROVAL	**RECIPIENT ACCEPTANCE**	
14. Typed Name and Title of Approving Official Arnold R. Moorin National HIDTA Director	15. Typed Name and Title of Authorized Official ~~Juan Salinas~~ Ramon Garcia Mr. Hidalgo County ~~Auditor's Office~~ Judge	
16. Signature of Approving ONDCP Official	17. Signature of Authorized Recipient/Date	
AGENCY USE ONLY		
18. Accounting Classification Code DUNS: 103110834 EIN: 1746000717A4	19. HIDTA AWARD OND10B3SE0910 OND2000000 OC 4100 JID: 22854	

DATE: November 19, 2010

DEPARTMENT HEAD: RENE GUERRA, HIDALGO COUNTY CRIMINAL DISTRICT ATTORNEY

DEPARTMENT NAME: H.I.D.T.A. TASK FORCE

ACCOUNT NUMBER: EXPENDITURE - 1291-412-00-270-003-9-XX

REVENUE - 1291-331-10-270-003-9-000

SUBJECT: BUDGET AMENDMENT

HONORABLE COMMISSIONER'S COURT OF HIDALGO COUNTY:

I WOULD LIKE TO REQUEST THE FOLLOWING AMENDMENTS (INCREASES) TO MY DEPARTMENTAL BUDGE IN ACCORDANCE WITH V.A.C.S., PURSUANT TO ARTICLE 689A-11, 1666A, 1666B:

INCREASE OBJECT NUMBER (S)	ACCOUNT (OBJECT) NAME	INITIAL BUDGET
0-1291-412-00-270-003-	9 - 131 OVERTIME	16,985.00
0-1291-412-00-270-003-	9 220 FICA	1,300.00
0-1291-412-00-270-003-	9 230 RETIREMENT	1,630.00
0-1291-412-00-270-003-	9 250 UNEMPLOYMENT COMP	85.00
	TOTAL APPROPRIATIONS	**$ 20,000.00**
0-1291-331-10-270-003-	9- 000 HIDTA TASK FORCE 2009 GRAN	20,000.00
	TOTAL ESTIMATED REVENUE	**$ 20,000.00**

THE APPROPRIATION IS CONSISTENT WITH THE FULL AWARD AMOUNT.

APPROVED BY COMMISSIONER'S COURT

__/__/__ DATE

DEPARTMENT HEAD SIGNATURE

ATTEST BY COUNTY CLERK

DATE November 19, 2010
DEPARTMENT HIDTA TASK FORCE

SLOT NUMBER	EMPLOYEE NUMBER	POSITION	2010 BUDGETED OVERTIME	FRINGES BENEFIT COMPENSATION RATES		
				FICA 7.65%	Retirement 9.60%	Unemployment 0.50%
G003	121193	Criminal Investigator	1,887.25	144.37	181.18	9.44
G004	149098	Criminal Investigator	1,887.25	144.37	181.18	9.44
G005	060135	Criminal Investigator	1,887.25	144.37	181.18	9.44
G006	153818	Criminal Investigator	1,887.25	144.37	181.18	9.44
G007	088994	Criminal Investigator	1,887.25	144.37	181.18	9.44
G008	072192	Assistant Commander	1,887.25	144.37	181.18	9.44
G015	175145	Criminal Investigator	1,887.25	144.37	181.18	9.44
G016	037524	Criminal Investigator	1,887.25	144.37	181.18	9.44
G020	087319	Deputy Constable Step II	1,887.00	145.01	180.59	9.51
		TOTAL	**$ 16,985.00**	**$ 1,300.00**	**$ 1,630.00**	**$ 85.00**

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

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

November 23, 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, 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 Executive Office of the President-Office of National Drug Control Policy. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	GRANT
$20,000.00	G09SS0002A HIDTA - McAllen Initiative Supplement No. 3

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

11/23/10
Date

HIDALGO COUNTY DISTRICT JUDGES

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

AI-24108 **10.F.**

HIDTA Task Force and Constable, Precinct 4

CC REGULAR

Date:	11/30/2010
Submitted By:	Nelda Olivarez, HIDTA
Submitted For:	Rene Guerra, Criminal District Attorney
Department:	HIDTA
Agenda Category:	HIDTA - Task Force

Information

CAPTION

HIDTA - Task Force:
Authorization and approval to transfer one (1) 2005 Ford F150 Truck, VIN 1FTPW14515KF01855 from the Hidalgo County HIDTA Task Force to Constable, Precinct 4, under the State of Texas, Code of Criminal Procedure, Chapter 59.06 Forfeiture of Contraband.

BACKGROUND

Said vehicle was forfeited to the Hidalgo County HIDTA Task Force under Cause No. C-1111-10-G and as such Constable Precinct 4 is responsible for all expenditures and requirements as outline in the Texas code of Criminal Procedure Chapter 59.06.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:**

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

BUDGETARY IMPACT:

All costs related to but not limited to the transfer of said vehicle will be incurred by the Constable Precinct 4 as outline in the Texas code of Criminal Procedure Chapter 59.06.

Attachments

Link: Asset Transfer Form

Link: Cause No. C-1111-10-G

Link: Texas Code of Criminal Procedure Ch 59

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/22/2010 04:42 PM	APRV
2	Sylvia Solis	Sylvia Solis	11/24/2010 02:16 PM	APRV
3	Auditor's Office		11/24/2010 05:00 PM	NEW

Form Started By: Nelda Olivarez Started On: 11/22/2010 04:05 PM

Final Approval Date: 11/24/2010

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM
INITIAL PAGE

	DEPARTMENT NAME	DEPT. NO	LOCATION
			Page 1 of ___
TRANSFER TO:	CONSTABLE, PRECINCT 4	294	EDINBURG, TX
TRANSFER FROM:	HIDTA TASK FORCE	7530	EDINBURG, TX

CONTACT INFORMATION:

NAME (PRINT) DORA L. MUNOZ, COMMANDER **PHONE NO.** 381-0444 **FAX NO.** 381-8722

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION	FIXED ASSET DIVISION USE ONLY FUND NO.	COST	P/U	LOC
1	ONE (1) 2005 FORD F-150 TRUCK		1FTPW14515KF01855					
2								
3								
4								
5								
6								
7								
8								
9								
10								

JUSTIFICATION FOR TRANSFER: PERMANENT TRANSFER

Note: Condition of items: (G) = Good working condition, (F) = Fair condition, and (B) = Broken

PLEASE USE BLUE INK TO SIGN

	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	*MARTHA L. SALAZAR*		
Contact Person transferring item(s) out	*DORA L. MUNOZ*	Dora L. Munoz	11/23/2010
Person receiving Item(s)			
Reviewed & Processed by FA Division			

FIXED ASSET DIVISION USE ONLY

FROM		TO	
DEPT. NO.		DEPT. NO.	
AMOUNT		AMOUNT	

TO BE INITIALED BY CONTACT PERSON WHEN ITEMS ARE REMOVED FROM PREMISES.

Initial ____ Date ____

PLEASE SUBMIT ORIGINAL ONLY TO PURCHASING DEPARTMENT ATTN: FIXED ASSETS
HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

EFFECTIVE DATE: 02/02/09

ORIGINAL

CAUSE NO. C-1111-10-G

THE STATE OF TEXAS	§	**IN THE 370TH DISTRICT COURT**
VS.	§	**OF**
FOUR THOUSAND FIVE HUNDRED FIFTY-ONE AND 00/100 DOLLARS ($4,551.00), IN UNITED STATES CURRENCY; ONE (1) 2005 FORD F-150 TRUCK, VIN#1FTPW14515KF01855; and ONE (1) 2002 CHEVROLET AVALANCHE TRUCK, VIN#3GNEC13TX2G118619	§	**HIDALGO COUNTY, TEXAS**

DEFAULT JUDGMENT

ON this date, came to be considered the above-entitled and numbered cause wherein the State of Texas as Plaintiff alleged that it had seized **FOUR THOUSAND FIVE HUNDRED FIFTY-ONE AND 00/100 DOLLARS ($4,551.00), IN UNITED STATES CURRENCY; ONE (1) 2005 FORD F-150 TRUCK, VIN#1FTPW14515KF01855; and ONE (1) 2002 CHEVROLET AVALANCHE TRUCK, VIN#3GNEC13TX2G118619,** alleged in the Original Notice of Seizure and Intended Forfeiture filed herein.

The Court finds that citation and certified copy of Plaintiff's Original Petition and Notice of Seizure and Intended Forfeiture were duly and personally served on

by posting at the courthouse door pursuant to Article 59.04(c) Texas Code of Criminal Procedure, and that said citations were returned to the Clerk of the Court where they have remained on file for the time required by law. The Court finds that no answer has been filed herein by the above-named defendant and that the defendant has failed to appear and has wholly made default.

Plaintiff, THE STATE OF TEXAS, announced ready for trial and presented evidence to the Court that the **FOUR THOUSAND FIVE HUNDRED FIFTY-ONE AND 00/100 DOLLARS ($4,551.00), IN UNITED STATES CURRENCY; ONE (1) 2005 FORD F-150 TRUCK, VIN#1FTPW14515KF01855; and ONE (1) 2002 CHEVROLET AVALANCHE TRUCK, VIN#3GNEC13TX2G118619,** the subject of this suit, were contraband pursuant to Article 59.01, Texas Code of Criminal Procedure, in that they were used or intended to be used in the commission of a felony under Chapter 481 of the Texas Health and Safety Code. Pursuant to Article 59.05(e) **FOUR THOUSAND FIVE HUNDRED FIFTY-ONE AND 00/100 DOLLARS ($4,551.00), IN UNITED STATES CURRENCY; ONE (1) 2005 FORD F-150 TRUCK, VIN#1FTPW14515KF01855; and ONE (1) 2002 CHEVROLET AVALANCHE TRUCK, VIN#3GNEC13TX2G118619** should be forfeited to the **Criminal District Attorney of Hidalgo County, Texas,** as agent for the State of Texas, and the **HIDALGO COUNTY CRIMINAL DISTRICT ATTORNEYS OFFICE HIGH INTENSITY DRUG TRAFFICKINGA AREA (H.I.D.T.A.) TASK FORCE,** in accordance with their local agreement.

TF# 10-08-019

ENTERED

15760963

The Court, after duly considering the evidence and the law, is of the opinion and so finds that **FOUR THOUSAND FIVE HUNDRED FIFTY-ONE AND 00/100 DOLLARS ($4,551.00), IN UNITED STATES CURRENCY; ONE (1) 2005 FORD F-150 TRUCK, VIN#1FTPW14515KF01855; and ONE (1) 2002 CHEVROLET AVALANCHE TRUCK, VIN#3GNEC13TX2G118619,** the subject of this suit, are contraband as defined in the Texas Code of Criminal Procedure, Article 59.01(2). The court further finds that the said **FOUR THOUSAND FIVE HUNDRED FIFTY-ONE AND 00/100 DOLLARS ($4,551.00), IN UNITED STATES CURRENCY; ONE (1) 2005 FORD F-150 TRUCK, VIN#1FTPW14515KF01855; and ONE (1) 2002 CHEVROLET AVALANCHE TRUCK, VIN#3GNEC13TX2G118619** were used or intended to be used in violation of the Texas Controlled Substance Act, Chapter 481 of the Texas Health and Safety Code. Plaintiff, pursuant to Articles 59.01(2), 59.05(e) of the Texas Code of Criminal procedure requests that **FOUR THOUSAND FIVE HUNDRED FIFTY-ONE AND 00/100 DOLLARS ($4,551.00), IN UNITED STATES CURRENCY; ONE (1) 2005 FORD F-150 TRUCK, VIN#1FTPW14515KF01855; and ONE (1) 2002 CHEVROLET AVALANCHE TRUCK, VIN#3GNEC13TX2G118619,** the subject of this suit, be forfeited to the **CRIMINAL DISTRICT ATTORNEY OF HIDALGO COUNTY,** as agent for the State of Texas, and the **HIDALGO COUNTY CRIMINAL DISTRICT ATTORNEYS OFFICE HIGH INTENSITY DRUG TRAFFICKINGA AREA (H.I.D.T.A.) TASK FORCE,** in accordance with their local agreement.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED that the **FOUR THOUSAND FIVE HUNDRED FIFTY-ONE AND 00/100 DOLLARS ($4,551.00), IN UNITED STATES CURRENCY; ONE (1) 2005 FORD F-150 TRUCK, VIN#1FTPW14515KF01855; and ONE (1) 2002 CHEVROLET AVALANCHE TRUCK, VIN#3GNEC13TX2G118619,** made the subject of this suit and identified in Plaintiff's Original Petition and Notice of Seizure, are hereby disposed in the following manner:

(a) **FOUR THOUSAND FIVE HUNDRED FIFTY-ONE AND 00/100 DOLLARS ($4,551.00), IN UNITED STATES CURRENCY; ONE (1) 2005 FORD F-150 TRUCK, VIN#1FTPW14515KF01855; and ONE (1) 2002 CHEVROLET AVALANCHE TRUCK, VIN#3GNEC13TX2G118619** are forfeited to the **CRIMINAL DISTRICT ATTORNEY OF HIDALGO COUNTY, TEXAS** and the **HIDALGO COUNTY CRIMINAL DISTRICT ATTORNEYS OFFICE HIGH INTENSITY DRUG TRAFFICKINGA AREA (H.I.D.T.A.) TASK FORCE,** pursuant to the parties' local agreement.

(b) IT IS ORDERED that all interest accumulated be forfeited to the **CRIMINAL DISTRICT ATTORNEY OF HIDALGO COUNTY, TEXAS as agent for the State of Texas and the HIDALGO COUNTY CRIMINAL DISTRICT ATTORNEYS OFFICE HIGH INTENSITY DRUG TRAFFICKINGA AREA (H.I.D.T.A.) TASK FORCE,** pursuant to the parties' local agreement.

IT IS FURTHER ORDERED that the **ONE (1) 2005 FORD F-150 TRUCK, VIN#1FTPW14515KF01855; and ONE (1) 2002 CHEVROLET AVALANCHE TRUCK, VIN#3GNEC13TX2G118619;** hereinafter referred to as the "subject vehicle"; the subject of this suit, be awarded to the **CRIMINAL DISTRICT ATTORNEY OF HIDALGO COUNTY, TEXAS as agent for the State of Texas and the HIDALGO COUNTY CRIMINAL DISTRICT ATTORNEYS OFFICE HIGH INTENSITY DRUG TRAFFICKINGA AREA (H.I.D.T.A.) TASK FORCE,** pursuant to the parties' local agreement, to be used for Law Enforcement purposes.

IT IS FURTHER ORDERED that the "subject vehicle" be released INSTANTER to the **HIDALGO COUNTY CRIMINAL DISTRICT ATTORNEYS OFFICE HIGH INTENSITY DRUG TRAFFICKINGA AREA (H.I.D.T.A.) TASK FORCE,** and the State Department of Highway and Public Transportation is ordered to issue valid certificate of title **to CRIMINAL DISTRICT ATTORNEY OF HIDALGO COUNTY, TEXAS as agent for the State of Texas and the HIDALGO COUNTY CRIMINAL DISTRICT ATTORNEYS OFFICE HIGH INTENSITY DRUG TRAFFICKINGA AREA (H.I.D.T.A.) TASK FORCE,** pursuant to the parties' local agreement, for the "subject vehicle".

IT IS FURTHER ORDERED that in the event the "subject vehicle" is to be sold at auction by **the CRIMINAL DISTRICT ATTORNEY OF HIDALGO COUNTY, TEXAS as agent for the State of Texas and the HIDALGO COUNTY CRIMINAL DISTRICT ATTORNEYS OFFICE HIGH INTENSITY DRUG TRAFFICKINGA AREA (H.I.D.T.A.) TASK FORCE,** pursuant to the parties' local agreement; pursuant to the Texas Transportation Code and/or the Texas Code of Criminal Procedure, the State Department of Highway and Public Transportation is ordered to issue valid certificate of title to the PURCHASER of the "subject vehicle" subsequent to the sale at auction.

All relief not expressly granted is hereby denied.

All costs of Court in this cause shall be adjudged against the **HIDALGO COUNTY CRIMINAL DISTRICT ATTORNEYS OFFICE HIGH INTENSITY DRUG TRAFFICKINGA AREA (H.I.D.T.A.) TASK FORCE.**

SIGNED AND ENTERED this the 29th **day of** September **, 2010.**

Judge Presiding
370TH District Court
Hidalgo County, Texas

10/25/10

cc: Hon. Timothy A. Davis, Criminal District Attorney's Office, Forfeiture Section, Fax No. 380-0407

Default Judgment, Cause No. C-1111-10-G

15760965

Art. 59.06. DISPOSITION OF FORFEITED PROPERTY. (a) Except as provided by Subsection (k), all forfeited property shall be administered by the attorney representing the state, acting as the agent of the state, in accordance with accepted accounting practices and with the provisions of any local agreement entered into between the attorney representing the state and law enforcement agencies. If a local agreement has not been executed, the property shall be sold on the 75th day after the date of the final judgment of forfeiture at public auction under the direction of the county sheriff, after notice of public auction as provided by law for other sheriff's sales. The proceeds of the sale shall be distributed as follows:

(1) to any interest holder to the extent of the interest holder's nonforfeitable interest; and

(2) the balance, if any, after the deduction of court costs to which a district court clerk is entitled under Article 59.05(f) and, after that deduction, the deduction of storage and disposal costs, to be deposited not later than the 30th day after the date of the sale in the state treasury to the credit of the general revenue fund.

(b) If a local agreement exists between the attorney representing the state and law enforcement agencies, the attorney representing the state may transfer the property to law enforcement agencies to maintain, repair, use, and operate the property for official purposes if the property is free of any interest of an interest holder. The agency receiving the forfeited property may purchase the interest of an interest holder so that the property can be released for use by the agency. The agency receiving the forfeited property may maintain, repair, use, and operate the property with money appropriated for current operations. If the property is a motor vehicle subject to registration under the motor vehicle registration laws of this state, the agency receiving the forfeited vehicle is considered to be the purchaser and the certificate of title

shall issue to the agency. A law enforcement agency to which property is transferred under this subsection at any time may transfer or loan the property to any other municipal or county agency, a groundwater conservation district governed by Chapter 36, Water Code, or a school district for the use of that agency or district. A municipal or county agency, a groundwater conservation district, or a school district to which a law enforcement agency loans a motor vehicle under this subsection shall maintain any automobile insurance coverage for the vehicle that is required by law.

AI-24162 **10.G.**

Wireless Device Request
CC REGULAR

Date: 11/30/2010
Submitted By: Griselda Salazar, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Category: IT Department

Information

CAPTION

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

Qty:	Description:	Department:	User/Emp #	Service Total:	Equipment Total:
1	Cell Phone	Info. Tech.	Jose Alvarez 163737	Nationwide Talk Small Business Share Plan 7500 mins $37.61 + $5 taxes/fees per month	$0
1	Cell Phone	Info. Tech.	Juan De Leon 087815	Nationwide Talk Small Business Share Plan 7500 mins $37.61 + $5 taxes/fees per month	$0
1	Cell Phone	Info. Tech.	Valdemar Gracia 164275	Nationwide Talk Small Business Share Plan 7500 mins $37.61 + $5 taxes/fees per month	$0
1	Cell Phone	Info. Tech.	Roberto Vela 176311	Nationwide Talk Small Business Share Plan 7500 mins $37.61 + $5 taxes/fees per month	$0
1	Cell Phone	Info. Tech.	Carlos Garcia 124275	Nationwide Talk Small Business Share Plan 7500 mins $37.61 + $5 taxes/fees per month	$0
1	Cell Phone	Info. Tech.	Jorge Helu 176028	Nationwide Talk Small Business Share Plan 7500 mins $37.61 + $5 taxes/fees per month	$0
1	Cell Phone	Info. Tech.	Luis Izaguirre 149063	Nationwide Talk Small Business Share Plan 7500 mins $37.61 + $5 taxes/fees per month	$0
1	Cell Phone	Info. Tech.	Jakim Barboza 161675	Nationwide Talk Small Business Share Plan 7500 mins $37.61 + $5 taxes/fees per month	$0
1	Cell Phone	Info. Tech.	Kevin Le 176656	Nationwide Talk Small Business Share Plan 7500 mins $37.61 + $5 taxes/fees per month	$0
1	Cell Phone	Info. Tech.	Noah Lopez 172588	Nationwide Talk Small Business Share Plan 7500 mins $37.61 + $5 taxes/fees per month	$0
5	Cell Phone	Info. Tech.	Office Use	Nationwide Talk Small Business Share Plan 7500 mins $37.61 + $5 taxes/fees per month	$0
1	Cell Phone	Planning	Roy Cantu 158887	Nationwide Talk Small Business Share Plan 4000 mins $29.57 + $5 taxes/fees per month	$0

1	Cell Phone	Planning	Efrain Ceballos 181722	Nationwide Talk Small Business Share Plan 4000 mins $29.57 + $5 taxes/fees per month	$0
1	Cell Phone	Planning	Edgar Isidro 166618	Nationwide Talk Small Business Share Plan 4000 mins $29.57 + $5 taxes/fees per month	$0
1	Cell Phone	Planning	Jonathan Isidro 180033	Nationwide Talk Small Business Share Plan 4000 mins $29.57 + $5 taxes/fees per month	$0
1	Cell Phone	Planning	Humberto Garza 100315	Nationwide Talk Small Business Share Plan 4000 mins $29.57 + $5 taxes/fees per month	$0
1	Cell Phone	Planning	Arturo Hernandez 180181	Nationwide Talk Small Business Share Plan 4000 mins $29.57 + $5 taxes/fees per month	$0
1	Cell Phone	Planning	Gilberto Pecina 159131	Nationwide Talk Small Business Share Plan 4000 mins $29.57 + $5 taxes/fees per month	$0
1	Cell Phone	Planning	Rodolfo Rios 154385	Nationwide Talk Small Business Share Plan 4000 mins $29.57 + $5 taxes/fees per month	$0
1	Cell Phone	Planning	Jose Tovar 140619	Nationwide Talk Small Business Share Plan 4000 mins $29.57 + $5 taxes/fees per month	$0
1	Cell Phone	Planning	Raul Sesin 101796	Nationwide Talk Small Business Share Plan 4000 mins + Unlimited Text $12.00 + Taxes/Fees $5.00 per month	$0
1	Cell Phone	Pct.2 Admin.	Ricardo Cuellar 083909	Nationwide Talk Small Business Share Plan 1400 mins @$28.53 + Taxes/Fees $5.00 per month	$0
1	Cell Phone	Pct.2 Admin.	Roque Cavazos 057339	Nationwide Talk Small Business Share Plan 1400 mins @$28.53 + Taxes/Fees $5.00 per month	$0
1	Cell Phone	Pct.2 Admin.	Eralio Palacios 164313	Nationwide Talk Small Business Share Plan 1400 mins @$28.53 + Taxes/Fees $5.00 per month	$0
1	Cell Phone	Pct.2 Parks	Jose A. Ibarra 026417	State Of TX Local Digital Choice 500 Anytime @$31.99 + Taxes/Fees $5.00 per month	$0
1	Cell Phone	Pct.2 Co. Wide Shop	Edward Jimenez 072486	State Of TX Local Digital Choice 500 Anytime @$31.99 + Taxes/Fees $5.00 per month	$0
2	Cell Phone	WIC	Office Use	Nationwide Talk Small Business Share Plan 2000 mins @$25.94 + Taxes/Fees $5.00 per month	$0
1	Cell Phone	WIC	Noemi Hernandez 165034	Nationwide Talk Small Business Share Plan 2000 mins @$25.94 + Taxes/Fees $5.00 per month	$0
1	Cell Phone	WIC	Veronica Riojas	Nationwide Talk Small Business Share Plan 2000 mins @$25.94 + Taxes/Fees $5.00 per month	$0
1	Cell Phone	Human Resources	Esther A. Cortez 053074	Talk Unlimited Anytime Mins $57.39 + EMail PDA Smartphone $29.99 + Taxes/Fees $5.00 per month	$0
2	Cell Phone	Juvenile Just. Center	Office Use	Nationwide Talk Small Business Share Plan 700 mins @$29.59 + Taxes/Fees $5.00 per month	$0
1	Cell Phone	Purchasing	Office Use	Nationwide Talk Small Business Share Plan 1400 mins @$28.53 + Taxes/Fees $5.00 per month	$0

2. Approval of the attached Wireless Device Request Forms under the County's cell phone Policy.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** obj. 532-various depts.

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

BUDGETARY IMPACT:

Funds available as of 11-24-10. Please refer to attached requisitions for funding sources.

Attachments

Link: Dept. Quotes

Link: Dept. Requisitions

Link: Dept. Request Forms

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/24/2010 04:35 PM	APRV
2	Ivan Cantu	Ivan Cantu	11/24/2010 04:50 PM	APRV
3	Auditor's Office		11/24/2010 05:00 PM	NEW

Form Started By: Griselda Salazar Started On: 11/24/2010 02:34 PM

Final Approval Date: 11/24/2010

I.T.

SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

Wireless Proposal for: Hidalgo County

Code	Rate Plan:	# of Lines	Discounted Monthly Access	Included Minutes	Overage	Monthly Cost	Yearly Cost
77619	NATIONWIDE TALK SMALL BUSINESS SHR PRIMARY 7500 S5340 $415 0509	1	$340.30	7500	$0.25	$340.30	$4,083.60
77720	NATIONWIDE TALK & TEXT SMALL BUSINESS SHR SECONDARY 7500 S5351 $15.99 0509	14	$15.99	0	$0.25	$223.86	$2,686.32
			$0.00	0	$0.00	$0.00	$0.00
			$0.00	0	$0.00	$0.00	$0.00
			$0.00	0	$0.00	$0.00	$0.00
	Total	15	$356.29	7500		$564.16	$6,769.92

Code	Features	# of Lines	Discounted Monthly Access	Monthly Cost	Yearly Cost
		0	$0.00	$0.00	$0.00
		0	$0.00	$0.00	$0.00
		0	$0.00	$0.00	$0.00
	Total		$0.00	$0.00	$0.00

Rate Plan & Feature Estimated Yearly Cost: **$6,769.92**

Device		Cost per Unit	Total
Samsung Convoy™	15	$0.00	$0.00
			$0.00
			$0.00
Total	15	$0.00	$0.00

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

Equipment Estimated Cost: **$0.00**

Additional Notes:

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

** All applicable discounts have already been applied

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Planning

SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

Wireless Proposal for: Hidalgo County

Code	Rate Plan:	# of Lines	Discounted Monthly Access	Included Minutes	Overage	Monthly Cost	Yearly Cost
77216	NATIONWIDE TALK SMALL BUSINESS SHR PRIMARY 4000 S5336 $190 0509	1	$155.80	4,000	$0.35	$155.80	$1,869.60
77217	NATIONWIDE TALK SMALL BUSINESS SHR SECONDARY 4000 S5336 $9.99 0509	9	$9.99	0	$0.00	$89.91	$1,078.92
			$0.00	0	$0.00	$0.00	$0.00
	Total	10	$165.79	4000		$245.71	$2,948.52

Code	Features	# of Lines	Discounted Monthly Access	Monthly Cost	Yearly Cost
	Unlimited Text	1	$12.00	$12.00	$12.00
		0	$0.00	$0.00	$0.00
		0	$0.00	$0.00	$0.00
	Total		$12.00	$12.00	$12.00

Rate Plan & Feature Estimated Yearly Cost: **$2,960.52**

Device	# of Lines	Cost per Unit	Total
Samsung Convoy™	10	$0.00	$0.00
			$0.00
			$0.00
Total	10	$0.00	$0.00

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

Equipment Estimated Cost: **$0.00**

Additional Notes:

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

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Pct. 2.

req: 185474

SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

Wireless Proposal for: Hidalgo County

Code	Rate Plan:	# of Lines	Discounted Monthly Access	Included Minutes	Overage	Monthly Cost	Yearly Cost
76928	NATIONWIDE TALK SMALL BUSINESS SHR PRIMARY 1400 S5333 $80 0509	1	$65.60	1,400	$0.35	$65.60	$787.20
76929	NATIONWIDE TALK SMALL BUSINESS SHR SECONDARY 1400 S5333 $9.99 0509	2	$9.99	0	$0.00	$19.98	$239.76
			$0.00	0	$0.00	$0.00	$0.00
	Total	3	$75.59	1400		$85.58	$1,026.96

Code	Features	# of Lines	Discounted Monthly Access	Monthly Cost	Yearly Cost
		0	$0.00	$0.00	$0.00
		0	$0.00	$0.00	$0.00
		0	$0.00	$0.00	$0.00
	Total		$0.00	$0.00	$0.00

Rate Plan & Feature Estimated Yearly Cost: **$1,026.96**

Device	# of Lines	Cost per Unit	Total
Samsung Convoy™	3	$0.00	$0.00
			$0.00
			$0.00
Total	3	$0.00	$0.00

$ 28.53 /per cell

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

Equipment Estimated Cost: **$0.00**

Additional Notes:

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

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Pct. 2. Parks req: 185484

SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

Wireless Proposal for: Hidalgo County

Code	Rate Plan:	# of Lines	Discounted Monthly Access	Included Minutes	Overage	Monthly Cost	Yearly Cost
73619	STATE OF TEXAS LOCAL DIGITAL CHOICE 500 ANYTIME UNL IN & N&W $31.99 1007	1	$31.99	500	$0.35	$31.99	$383.88
		0	$0.00	0	$0.00	$0.00	$0.00
			$0.00	0	$0.00	$0.00	$0.00
	Total	1	$31.99	500		$31.99	$383.88

Code	Features	# of Lines	Discounted Monthly Access	Monthly Cost	Yearly Cost
		0	$0.00	$0.00	$0.00
		0	$0.00	$0.00	$0.00
		0	$0.00	$0.00	$0.00
	Total		$0.00	$0.00	$0.00

Rate Plan & Feature Estimated Yearly Cost: **$383.88**

Device	# of Lines	Cost per Unit	Total
Samsung Convoy™	1	$0.00	$0.00
			$0.00
			$0.00
Total	1	$0.00	$0.00

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

Equipment Estimated Cost: **$0.00**

Additional Notes:

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

** All applicable discounts have already been applied

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Pct 2 Shop req: 185480

SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

Wireless Proposal for: Hidalgo County

Code	Rate Plan:	# of Lines	Discounted Monthly Access	Included Minutes	Overage	Monthly Cost	Yearly Cost
73619	STATE OF TEXAS LOCAL DIGITAL CHOICE 500 ANYTIME UNL IN & N&W $31.99 1007	1	$31.99	500	$0.35	$31.99	$383.88
		0	$0.00	0	$0.00	$0.00	$0.00
			$0.00	0	$0.00	$0.00	$0.00
	Total	1	$31.99	500		$31.99	$383.88

Code	Features	# of Lines	Discounted Monthly Access	Monthly Cost	Yearly Cost
		0	$0.00	$0.00	$0.00
		0	$0.00	$0.00	$0.00
		0	$0.00	$0.00	$0.00
	Total		$0.00	$0.00	$0.00

Rate Plan & Feature Estimated Yearly Cost: **$383.88**

Device	# of Lines	Cost per Unit	Total
Samsung Convoy™	1	$0.00	$0.00
			$0.00
			$0.00
Total	1	$0.00	$0.00

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

Equipment Estimated Cost: **$0.00**

Additional Notes:

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WIC

SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

Wireless Proposal for: Hidalgo County

Code	Rate Plan:	# of Lines	Discounted Monthly Access	Included Minutes	Overage	Monthly Cost	Yearly Cost
83286	NATIONWIDE TALK SMALL BUSINESS SHARE PRIMARY 2000 S7048 $90 0210	1	$73.80	2,000	$0.35	$73.80	$885.60
83287	NATIONWIDE TALK SMALL BUSINESS SHARE SECONDARY 2000 S7048 $9.99 0210	3	$9.99	0	$0.00	$29.97	$359.64
			$0.00	0	$0.00	$0.00	$0.00
	Total	4	$83.79	2000		$103.77	$1,245.24

Code	Features	# of Lines	Discounted Monthly Access	Monthly Cost	Yearly Cost
		0	$0.00	$0.00	$0.00
		0	$0.00	$0.00	$0.00
		0	$0.00	$0.00	$0.00
	Total		$0.00	$0.00	$0.00

Rate Plan & Feature Estimated Yearly Cost: **$1,245.24**

Device	# of Lines	Cost per Unit	Total
Samsung Convoy™	4	$0.00	$0.00
			$0.00
			$0.00
Total	4	$0.00	$0.00

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

Equipment Estimated Cost: **$0.00**

$259.4 each

Additional Notes:

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

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H.R.

SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

Agency Name: Hidalgo County

Wireless Telecom Proposal for:	# of Lines	Discounted Unit Cost	Overage	Invoice Credit	Base Monthly Charge	Yearly Cost
53233 - NATIONWIDE TALK UNLIMITED ANYTIME MINUTES ~~$69.99~~ 0110	1	$57.39	$0.00	$0.00	$57.39	$688.68
		$0.00	$0.00	$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00	$0.00	$0.00
Total Lines	1			$0.00	$57.39	$688.68

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

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

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

Additional Notes

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

** All applicable discounts have already been applied

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

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

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

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

Juv. Just. Center

SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

Wireless Proposal for: Hidalgo County

Code	Rate Plan:	# of Lines	Discounted Monthly Access	Included Minutes	Overage	Monthly Cost	Yearly Cost
76924	NATIONWIDE TALK SMALL BUSINESS SHR PRIMARY 700 S5332 $60 0509	1	$49.20	700	$0.35	$49.20	$590.40
76927	NATIONWIDE TALK SMALL BUSINESS SHR SECONDARY 700 S5332 $9.99 0509	1	$9.99	0	$0.00	$9.99	$119.88
			$0.00	0	$0.00	$0.00	$0.00
	Total	2	$59.19	700		$59.19	$710.28

Code	Features	# of Lines	Discounted Monthly Access	Monthly Cost	Yearly Cost
		0	$0.00	$0.00	$0.00
		0	$0.00	$0.00	$0.00
		0	$0.00	$0.00	$0.00
	Total		$0.00	$0.00	$0.00

Rate Plan & Feature Estimated Yearly Cost: **$710.28**

Device	# of Lines	Cost per Unit	Total
Samsung Convoy™	2	$0.00	$0.00
			$0.00
			$0.00
Total	2	$0.00	$0.00

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

Equipment Estimated Cost: **$0.00**

Additional Notes:

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

** All applicable discounts have already been applied

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

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

The prices of equipment in the attached Government Equipment Matrix have been discounted and are in effect through 02/16/2011 for new cellular service activations and eligible equipment upgrades. Equipment purchased without service activation is not eligible for discounted pricing and will be charged full retail price. A wireless device must be in service for a minimum of 10 months to be eligible for an equipment upgrade at the discounted pricing regardless of contract vehicle chosen. If you choose to upgrade or replace equipment due to loss or theft of your device prior to completing 10 months of service, you may be charged full retail price. This offer cannot be combined with any other offer. Other restrictions or charges may apply. Prices are subject to change without notice and quantities may be limited. Please contact your sales representative at the time of purchase for the latest equipment pricing.

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

Purchasing

SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

Wireless Proposal for: Hidalgo County

Code	Rate Plan:	# of Lines	Discounted Monthly Access	Included Minutes	Overage	Monthly Cost	Yearly Cost
76928	NATIONWIDE TALK SMALL BUSINESS SHR PRIMARY 1400 S5333 $80 0509	1	$65.60	2,000	$0.35	$65.60	$787.20
76929	NATIONWIDE TALK SMALL BUSINESS SHR SECONDARY 1400 S5333 $9.99 0509	2	$9.99	0	$0.00	$19.98	$239.76
			$0.00	0	$0.00	$0.00	$0.00
	Total	3	$75.59	2000		$85.58	$1,026.96

Code	Features	# of Lines	Discounted Monthly Access	Monthly Cost	Yearly Cost
		0	$0.00	$0.00	$0.00
		0	$0.00	$0.00	$0.00
		0	$0.00	$0.00	$0.00
	Total		$0.00	$0.00	$0.00

Rate Plan & Feature Estimated Yearly Cost: **$1,026.96**

Device	# of Lines	Cost per Unit	Total
Samsung Convoy™	3	$0.00	$0.00
			$0.00
			$0.00
Total	3	$0.00	$0.00

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

Equipment Estimated Cost: **$0.00**

Additional Notes:

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

** All applicable discounts have already been applied

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

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

The prices of equipment in the attached Government Equipment Matrix have been discounted and are in effect through 02/16/2011 for new cellular service activations and eligible equipment upgrades. Equipment purchased without service activation is not eligible for discounted pricing and will be charged full retail price. A wireless device must be in service for a minimum of 10 months to be eligible for an equipment upgrade at the discounted pricing regardliess of contract vehicle chosen. If you choose to upgrade or replace equipment due to loss or theft of your device prior to completing 10 months of service, you may be charged full retail price. This offer cannot be combined with any other offer. Other restrictions or charges may apply. Prices are subject to change without notice and quantities may be limited. Please contact your sales representative at the time of purchase for the latest equipment pricing.

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

Requisition

Req # 00185459

PO #

Date: 11/19/10

Bill To: x
x

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

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: GRISELDA
956-292-7010

Contract No: DIR-SDD-604

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		INFORMATION TECHNOLOGY DO NOT DUPLICATE ORDER		
15.00	MONTH	NATIONWIDE TALK SMALL BUSINESS SHARE 7500 MINUTES	37.61	564.15
15.00	MONTH	TAXES & FEES	5.00	75.00
		Account No	Encumbrance	
		0-1100-415-00-200-001-0-532	639.15	
			Freight	.00
			Total	639.15
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Requisition

Req # 00185539

PO #

Date: 11/22/10

Bill To: x
x

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

Ship To: PLANNING DEPARTMENT
1304 S. 25th Street
EDINBURG TX 78539

Contact: Irma Castillo
956-318-2840

Contract No: DIR-SDD-604

Special Instructions:
Req. #114

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
10.00	EACH	NATIONWIDE TALK SMALL BUSINESS SHARE 4000 MINS. - Cellular Service for 10 cellular phones at $24.57 each for December 2010 only($24.57 x 10 = $245.70)	24.57	245.70
10.00	EACH	$5.00 each for Federal Taxes and fees for the month of Dec. 2010 only	5.00	50.00
1.00	EACH	$12.00 for texting for one (1) cellular phone for the month of Dec. 2010 only	12.00	12.00
		Account No	Encumbrance	
		0-1100-419-10-210-001-0-532	307.70	
			Freight	.00
			Total	307.70
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Requisition

Req # 00185474

PO #

Date: 11/22/10

Bill To: x
x

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

Ship To: HIDALGO CO. PCT 2
301 E. STATE
PHARR TX 78577

Contact: YOLI CISNEROS
956-787-1891

Contract No: DIR-SDD-604

Special Instructions:
R-0643

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIR-SDD-604		
		ROAD ADMINISTRATION DEPARTMENT DO NOT DUPLICATE ORDER		
3.00	EACH	NATIONWIDE TALK SMALL BUSINESS SHR 1400 MINS (3 PHONE SERVICES @ $28.53 EACH) (1400 MINUTES INCLUDED)	28.53	85.59
3.00	EACH	TAXES & FEES @ $5.00 PER PHONE	5.00	15.00
1.00		FOR THE MONTH OF DECEMBER 2010 PCT.2 ADMIN		.00
		Account No	Encumbrance	
		0-1200-431-00-122-005-0-532	100.59	
			Freight	.00
			Total	100.59
		PHONE SERVICE FOR STAFF		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Requisition

Req # 00185484

PO #
Date: 11/22/10

Bill To: x
x

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

Ship To: HIDALGO CO. PCT 2
301 E. STATE
PHARR TX 78577

Contact: YOLI CISNEROS
956-787-1891

Contract No: DIR-SDD-604

Special Instructions:
R-0149

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		PARKS & RECREATION DEPARTMENT		
		DO NOT DUPLICATE ORDER		
1.00	EACH	STATE OF TEXAS LOCAL DIGITAL CHOICE 500 ANYTIME UNLIMITED (1 PHONE SERVICES @ $ 31.99 EACH) (500 MINUTES INCLUDED)	31.99	31.99
1.00	EACH	TAXES & FEES @ $5.00 PER PHONE	5.00	5.00
1.00		FOR THE MONTH OF DECEMBER		.00
		PCT.2 PARKS		
		Account No	Encumbrance	
		0-1100-452-00-122-008-0-532	36.99	
			Freight	.00
			Total	36.99
		PHONE SERVICE FOR STAFF		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Requisition

Req # 00185480

PO #

Date: 11/22/10

Bill To: x
x

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

Ship To: HIDALGO CO. PCT 2
301 E. STATE
PHARR TX 78577

Contact: YOLI CISNEROS
956-787-1891

Contract No: DIR-SDD-604

Special Instructions:
R-0097

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		COUNTY WIDE SHOP DEPARTMENT		
		DO NOT DUPLICATE ORDER		
1.00	EACH	STATE OF TEXAS LOCAL DIGITAL CHOICE 500 ANYTIME UNLIMITED (1PHONE SERVICES @ $31.99) (500 MINUTES INCLUDED)	31.99	31.99
1.00	EACH	TAXES & FEES @ $5.00 PER PHONE	5.00	5.00
1.00		FOR THE MONTH OF DECEMBER PCT.2 CO.WIDE SHOP		.00
		Account No	Encumbrance	
		0-1200-431-00-122-004-0-532	36.99	
			Freight	.00
			Total	36.99
		PHONE SERVICE FOR STAFF		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Requisition
W.I.C. PROGRAM

Req # 00185543
PO #
Date: 11/22/10

Bill To: x
x

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

Ship To: W.I.C. PROGRAM
3105 W. UNIVERSITY DR
EDINBURG TX 78539

Contact: mgonzalez
956-381-4646

Contract No: DIR-SDD-604

Special Instructions:
Cell phones for the WIC Mobile & BF Warmline

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
4.00	EACH	Nationwide Talk Small Business Share 2000 Minutes - Monthly fee for 4 phones for the month of December 2010.	25.94	103.76
4.00	EACH	tax & fee	5.00	20.00
		Account No	Encumbrance	
		0-1292-441-00-350-001-1-532	123.76	
			Freight	.00
			Total	123.76
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Requisition

Req # 00185668

PO #

Date: 11/24/10

Bill To: x
x

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

Ship To: HUMAN RESOURCES/CIVIL SERVICE
100 E. CANO, 1ST FL
EDINBURG TX 78539

Contact:

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00		nationwide talk unlimited anytime minutes	57.39	57.39
1.00		E-mail PDA Smartphone/Blackberry Solution	29.99	29.99
1.00		taxes/fees (NOTE: Commissioners' Court Agenda Item# A1 24102 on 11/30/10 - to transfer remaining balance of $30.00)	5.00	5.00
		Account No	Encumbrance	
			Freight	.00
			Total	92.38

Authorized By: _____

Requisition
Hidalgo County Juvenile Probation

Req # 00185472
PO #
Date: 11/22/10

Bill To: x
x

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

Ship To: Hidalgo County Juvenile Probation
1711 N. Bridge
Weslaco Tx 78596

Contact: Elena
956-587-6200

Contract No: DIR-SDD-604

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		per ccc appoval on 11/30/2010		
		DO NOT DUPLICATE ORDER		
2.00	MONTH	VERIZON NATIONWIDE TALK SMALL BUSINESS PACKAGE 700 MINS - $29.59 FOR OFFICE USE AT THE WESLACO BOOTCAMP FOR DECEMBER 2010	29.60	59.20
2.00	MONTH	TAXES AND FEES	5.00	10.00
		Account No	Encumbrance	
		0-1295-423-00-330-028-0-532	69.20	
			Freight	.00
			Total	69.20
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: JOSE ALVAREZ Employee ID# 163767 Signature: _____

DEPARTMENT: INFORMATION TECH. DEPT #: 200

Quantity: 1

Service: $ 37.61 /mo (x) 1 months = $37.61 Account: 0-1100-415-00-200-001-0-**532**

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

Requisition Total: $39.15 **Requisition Number:** 185459

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

_____	RENAN RAMIREZ	11/22/10
Signature	Print Name	Date

(4) Executive Office Authorization:

_____	VALDE GUERRA	_____
Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON Nationwide Talk Small Business Share Plan** 7500 MINUTES **-or-**

☐ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution**

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

☐ **Approved Date:** _____ ☐ **Disapproved**

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

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

(956) 648-7860

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Roy Cantu Employee ID# 158887 Signature: Roy Cantu 11-23-10

DEPARTMENT: Planning Dept DEPT #: 210

Quantity: 1

Service: $ 29.57 /mo (x) 1 months = $29.57 Account: 0-1100-419-10-210-001-0 532

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

Requisition Total: $307.70 **Requisition Number:** 185539

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

Signature | Tomas J. Acevedo (Print Name) | 11-23-10 (Date)

(4) Executive Office Authorization:

Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON Nationwide Talk Small Business Share Plan** 4000 mins. **-or-**

☐ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution**

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

☐ **Approved Date:** _____ ☐ **Disapproved**

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

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

(956) 648-7006

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Efrain Ceballos Employee ID# 181722 Signature: Efrain Ceballos

DEPARTMENT: Planning Dept DEPT #: 210

Quantity: 1

Service: $ 29.57 /mo (x) 1 months = $29.57 Account: 0-1100-419-10-210-001-0-532

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

Requisition Total: $ 301.70 **Requisition Number:** 185539

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

Signature	Print Name	Date
	Tomas J. Arredondo	11-23-10

(4) Executive Office Authorization:

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON Nationwide Talk Small Business Share Plan** 4000 mins. **-or-**

☐ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution**

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

☐ **Approved Date:** _____ ☐ **Disapproved**

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

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

(956) 648-7812

COUNTY OWNED / ASSIGNED CELL PHONE:

(2) Requesting employee: Edgar Isidro Employee ID# 166618 Signature: E. Isidro

DEPARTMENT: Planning Dept DEPT # 210

Quantity: 1

Service: $ 29.57 /mo (x) 1 months = $29.57 Account: 0-1100-419-10-210-001-0-532

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

Requisition Total: $307.70 **Requisition Number:** 185539

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

Signature Tomas J. Acevedo Print Name 11-23-10 Date

(4) Executive Office Authorization:

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON Nationwide Talk Small Business Share Plan** 4000 mins. **-or-**

☐ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution**

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

☐ **Approved Date:** _____ ☐ **Disapproved**

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

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

(956) 515-6020

COUNTY OWNED / ASSIGNED CELL PHONE:

(2) Requesting employee: Jonathan Isidro Employee ID# 180033 Signature: Jonathan Isidro

DEPARTMENT: Planning Dept. DEPT #: 210

Quantity: 1

Service: $ 29.57 /mo (x) 1 months = $29.57 Account: 0-1100-419-10-210-001-0-532

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

Requisition Total: $ 307.70 **Requisition Number:** 185539

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

Signature | THOMAS J. Arredond (Print Name) | 11-23-10 (Date)

(4) Executive Office Authorization:

Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ VERIZON Nationwide Talk Small Business Share Plan 4000 mins. -or-
☐ VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution

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

☐ **Approved Date:** _____ ☐ **Disapproved**

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

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

Humberto GARZA
Employee ID#100315 (956) 648-7857

COUNTY OWNED / ASSIGNED CELLPHONE

(2) Requesting employee: Humberto Garza Employee ID#: 100315 Signature: [signature] 11-23-10

DEPARTMENT: Planning Dept DEPT #: 210

Quantity: 1

Service: $ 29.57 /mo(s) 1 months = $29.57 Account: 0-1100-419-10-210-001-0-532

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

Requisition Total: $ 307.57 Requisition Number: 185539

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

[signature] Tomas J. Arredondo 11-23-10
Signature Print Name Date

(4) Executive Office Authorization:

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☒ VERIZON Nationwide Talk Small Business Share Plan 4000 mins -or-
☐ VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution

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

☐ **Approved Date:** _____ ☐ **Disapproved**

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

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

(956) 515-6860

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Arturo A. Hernandez Employee ID# 180181 Signature: _____

DEPARTMENT: Planning Dept. DEPT #: 210

Quantity: 1

Service: $ 29.57 /mo (x) 1 months = $29.57 Account: 0-1100-419-10-210-001-0-532

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

Requisition Total: $ 307.70 **Requisition Number:** 185539

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

Signature | Thomas J. Arredondo | 11-23-10
Print Name | Date

(4) Executive Office Authorization:

Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON Nationwide Talk Small Business Share Plan** 4000 mins. **-or-**
☐ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution** _____

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

☐ **Approved Date:** _____ ☐ **Disapproved**

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

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service (956)648-7053

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Gilbert Pecina Employee ID# 159131 Signature:

DEPARTMENT: Planning Dept. DEPT #: 210

Quantity: 1

Service: $ 29.57 /mo (x) 1 months = $29.57 Account: 0-1100-419-10-210-001-0-532

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

Requisition Total: $ 307.70 **Requisition Number:** 185539

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

Signature | Tomas I. Arredondo Print Name | 11-23-10 Date

(4) Executive Office Authorization:

Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☒ **VERIZON Nationwide Talk Small Business Share Plan** 4000 mins. **-or-**
☐ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution**

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

☐ **Approved Date:** _____ ☐ **Disapproved**

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

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

(956) 648-7780

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Rodolfo Rios Employee ID# 154385 Signature: Rodolfo Rios

DEPARTMENT: Planning Dept DEPT #: 210

Quantity: 1

Service: $ 29.57 /mo (x) 1 months = $29.57 Account: 0-1100-419-10-210-001-0-532

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

Requisition Total: $307.70 **Requisition Number:** 185539

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

Signature Tomas J. Acredondo Print Name 11-23-10 Date

(4) Executive Office Authorization:

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON Nationwide Talk Small Business Share Plan** 4000 mins. **-or-**

☐ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution**

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

☐ **Approved Date:** _____ ☐ **Disapproved**

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

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

(956) 648-7780

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Jose R. Tovar Employee ID# 140619 Signature: Jose R. Tovar

DEPARTMENT: Planning Dept DEPT #: 210

Quantity: 1

Service: $ 29.57 /mo (x) 1 months = $29.57 Account: 0-1100-419-10-210-001-0-532

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

Requisition Total: $ 307.70 **Requisition Number:** 185539

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

Signature | TOMAS J. Arredondo | 11-23-10
Print Name | Date

(4) Executive Office Authorization:

Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON Nationwide Talk Small Business Share Plan** 4000 mins **-or-**

☐ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution**

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

☐ **Approved Date:** _____ ☐ **Disapproved**

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

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

(956) 239-2105

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Raul E. Sesin Employee ID# 101796 Signature: [signature]

DEPARTMENT: Planning Dept. DEPT #: 210

Quantity: 1

Service: $ 41.57 /mo (x) 1 months = $41.57 Account: 0-1100-419-10-210-001-0-532

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

Requisition Total: 307.10 (Including Texting) **Requisition Number:** 185539

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

[signature]	RAUL E. SESIN	11/23/10
Signature	Print Name	Date

(4) Executive Office Authorization:

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON Nationwide Talk Small Business Share Plan** 4000 mins + Unl. Text **-or-**
☐ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution**

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

☐ **Approved Date:** _____ ☐ **Disapproved**

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

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Ricardo Cuellar Employee ID# 083909 Signature: Ricardo Cuellar

DEPARTMENT: Hidalgo County Precinct No.2 DEPT #: 122

Quantity: 1

Service: $ 28.53 /mo (x) 1 months = $ 28.53 Account: 0-1200-431-00-122-005-0-**532**

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

Requisition Total: $ 100.59 **Requisition Number:** 185474

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

Hector Palacios

Signature | Hector "Tito" Palacios (Print Name) | 11/22/10 (Date)

(4) Executive Office Authorization:

Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☒ **VERIZON Nationwide Talk Small Business Share Plan** 1400 mins. **-or-**

☐ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution**

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

☐ **Approved Date:** _____ ☐ **Disapproved**

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

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Roque Cavazos Employee ID# 057339 Signature:

DEPARTMENT: Hidalgo County Precinct No.2 DEPT #: 122

Quantity: 1

Service: $28.53 /mo (x) 1 months = $28.53 Account: 0-1200-431-00-122-005-0-**532**

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

Requisition Total: 100.59 **Requisition Number:** 185474

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

Hector Palacios

Signature | Hector "Tito" Palacios (Print Name) | 11/22/10 (Date)

(4) Executive Office Authorization:

Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☒ **VERIZON Nationwide Talk Small Business Share Plan** 1400 mins **-or-**

☐ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution**

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

☐ **Approved Date:** _____ ☐ **Disapproved**

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

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Eralio Palacios Employee ID# 164313 Signature: Eralio Palacios

DEPARTMENT: Hidalgo County Colonia Access Pr DEPT #: 115

Quantity: 1

Service: $ 28.53 mo (x) 1 months = $ 28.53 Account: 0-1200-431-00-122-005-0-**532**

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

Requisition Total: $ 100.59 **Requisition Number:** 185474

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

Hector Palacios Hector "Tito" Palacios 11/22/10

Signature Print Name Date

(4) Executive Office Authorization:

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☒ **VERIZON Nationwide Talk Small Business Share Plan** 1400 mins. **-or-**

☐ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution** _____

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

☐ **Approved Date:** _____ ☐ **Disapproved**

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

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Jose Angel Ibarra Employee ID# 026417 Signature: [signature]

DEPARTMENT: Hidalgo County Precinct #2 Parks DEPT #: 122

Quantity: 1

Service: $ 31.99 /mo (x) 1 months = $ 31.99 Account: 0-1100-452-00-122-008-0-**532**

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

Requisition Total: 36.99 **Requisition Number:** 185484

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

[signature] Hector "Tito" Palacios 11/22/10

Signature Print Name Date

(4) Executive Office Authorization:

_____ _____ _____

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☒ State of TX Local Digital Choice 500 Anytime

☐ ___ **VERIZON Nationwide Talk Small Business Share Plan** _____ **-or-**

☐ ___ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution** _____

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

☐ **Approved Date:** _____ ☐ **Disapproved**

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

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Edward Jimenez Employee ID# 072486 Signature: Edward Jimenez

DEPARTMENT: Hidalgo County Pct. 2 Wide Shop DEPT #: 122

Quantity: 1

Service: $31.99/mo (x) 1 months = $31.99 Account: 0-1200-431-00-122-004-0-**532**

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

Requisition Total: $36.99 **Requisition Number:** 185480

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

Hector Palacios Hector "Tito" Palacios 11/22/10

Signature Print Name Date

(4) Executive Office Authorization:

_____ _____ _____

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☒ State of TX local Digital Choice 500 anytime

☐ ___ **VERIZON Nationwide Talk Small Business Share Plan** _____ **-or-**

☐ ___ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution** _____

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

☐ **Approved Date:** _____ ☐ **Disapproved**

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

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request: Office Use

☒ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

WIC Mobile- 279-7850

(2) Requesting employee:_____ Employee ID#_____ Signature:_____

DEPARTMENT: WIC DEPT #: 350

Quantity: 1

Service: $25.94/mo (x) 1 months = 25.94 Account: 0.1292.441.00.350.001.1 -532

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

Requisition Total: 123.76 **Requisition Number:** 185543

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

Norma L Longoria | Norma L. Longoria | 11/22/2010

Signature | Print Name | Date

(4) Executive Office Authorization:

_____ | _____ | _____

Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☒ **VERIZON Nationwide Talk Small Business Share Plan** 2000 min. **-or-**

☐ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution**_____

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

☐ **Approved Date:** _____ ☐ **Disapproved**

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

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request: Office Use

☒ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

WIC Mobile -(956) 720-1796 **COUNTY OWNED / ASSIGNED CELL PHONE :**

(2) Requesting employee:_____ Employee ID#_____ Signature:_____

DEPARTMENT: WIC DEPT #: 350

Quantity: 1

Service: $25.94 /mo (x) 1 months = 25.94 Account: 0.1292.441.00.350.001.1 -532

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

Requisition Total: $33.76 **Requisition Number:** 185543

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

Norma L Longoria | Norma L. Longoria | 11/22/2010
Signature | Print Name | Date

(4) Executive Office Authorization:

_____ | _____ | _____
Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☒ **VERIZON Nationwide Talk Small Business Share Plan** 2000 min. **-or-**

☐ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution**_____

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

☐ **Approved Date:** _____ ☐ **Disapproved**

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

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request: Office Use

☒ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

BF Warmline- (956)907-4943

(2) Requesting employee: Noemi Hernandez Employee ID# 165034 Signature: Noemi Hernandez

DEPARTMENT: WIC DEPT #: 350

Quantity: 1

Service: $25.94 /mo (x) 1 months = 25.94 Account 0.1292.441.00.350.001.1 -532

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

Requisition Total: $23.76 **Requisition Number:** 185543

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

Norma L Longoria | Norma L. Longoria | 11/22/2010
Signature | Print Name | Date

(4) Executive Office Authorization:

_____ | _____ | _____
Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☒ **VERIZON Nationwide Talk Small Business Share Plan** 2000 min **-or-**

☐ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution** _____

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

☐ **Approved Date:** _____ ☐ **Disapproved**

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

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request: Office Use

☒ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

BF-Warmline (956)578-5972

(2) Requesting employee: Veronica Riojas Employee ID# 089163 Signature:

DEPARTMENT: WIC DEPT #: 350

Quantity: 1

Service: $25.94 /mo (x) 1 months = 25.94 Account 0.1292.441.00.350.001.1 -532

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

Requisition Total: $123.76 **Requisition Number:** 185543

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

Norma L Longoria | Norma L. Longoria | 11/22/2010

Signature | Print Name | Date

(4) Executive Office Authorization:

Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☒ **VERIZON Nationwide Talk Small Business Share Plan** 2000 min **-or-**

☐ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution**

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

☐ **Approved Date:** _____ ☐ **Disapproved**

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

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Esther A. Cortez Employee ID# 053074 Signature: Esther A Cortez

DEPARTMENT: Human Resources DEPT #: 190-002

Quantity: 1

Service: $87.38/mo (x) 1 months = 87.38 Account: 0-1100-415-50-190-002-0-532

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

Requisition Total: $92.38 **Requisition Number:** 1856108

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

Esther A Cortez | Esther A. Cortez | 11/19/10
Signature | Print Name | Date

(4) Executive Office Authorization:

_____ | _____ | _____
Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ ___ VERIZON Nationwide Talk Small Business Share Plan _____ -or-
☒ ___ VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution_____

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

☐ **Approved Date:** _____ ☐ **Disapproved**

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

Revised 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Department Employee ID# N/A Signature: _____

DEPARTMENT: Juvenile Justice Center DEPT #: 330

Quantity: 2

Service: $ 29.59 /mo (x) 1 months = $59.18 Account: 0-1295-423-00-330-028-0-**532**

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

Requisition Total: $69.20 **Requisition Number:** 185472

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

_____	Israel "Buddy" Silva Jr.	11/22/10
Signature	Print Name	Date

(4) Executive Office Authorization:

_____	_____	_____
Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ ___ **VERIZON Nationwide Talk Small Business Share Plan** 700 minutes **-or-**

☐ ___ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution** _____

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

☐ **Approved Date:** _____ ☐ **Disapproved**

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

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Office Use Employee ID#_____ Signature:_____

DEPARTMENT: Purchasing DEPT #: 160

Quantity: 3

Service: $ 28.53 /mo (x) 1 months = $85.59 Account: 0-1100-415-18-160-001-0-532

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

Requisition Total: $85.59 **Requisition Number:** 18549

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

Martha L Salazar Martha L. Salazar 11/22/10

Signature Print Name Date

(4) Executive Office Authorization:

_____ _____ _____

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☒ **VERIZON Nationwide Talk Small Business Share Plan** _____ **-or-**

☐ **VERIZON Talk Unlimited Anytime Minutes + Email PDA Smartphone / Blackberry solution**_____

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

☐ **Approved Date:** _____ ☐ **Disapproved**

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

Revised: 1/21/2009

AI-24110 **11.A.**

South Texas Independent School District Appointment

CC REGULAR

Date: 11/30/2010
Submitted By: Erika Reyna, COUNTY JUDGE
Department: COUNTY JUDGE
Agenda Category: County Judge's Office

Information

CAPTION

Appointment/reappointment of board member to the South Texas Independent School District Board of Directors

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/23/2010 08:34 AM	APRV
2	Roland Garcia	Rolando Garcia	11/24/2010 09:12 AM	APRV
3	Auditor's Office	Monica Badillo	11/24/2010 05:00 PM	APRV

Form Started By: Erika Reyna — Started On: 11/22/2010 04:24 PM

Final Approval Date: 11/24/2010

AI-24069 **12.B.**

U.P.L. Quarterly Draw Down

CC REGULAR

Date:	11/30/2010
Submitted By:	Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.
Submitted For:	Dairen Sarmiento
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

Discussion, consideration and approval to transfer $204,490.44 to the County of Hidalgo Medicaid Supplemental Program Escrow Account for Indigent Health care expenditures for the 4th Quarter of Fiscal Year 2010.

BACKGROUND

The State will request the next IGT on December 3rd, for settlement on December 6th. Gjerset & Lorenz, LLP will send instructions on transferring the funds.

Fiscal Impact

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

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

BUDGETARY IMPACT:

Available account balance as of 11-23-10 $2,327,899.35

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/22/2010 09:18 AM	APRV
2	Manuel Chapa	Manuel Chapa	11/23/2010 02:50 PM	APRV
3	Auditor's Office	Linda Fong	11/23/2010 03:47 PM	APRV
4	Purchasing Department	Marty Salazar	11/23/2010 03:53 PM	APRV

Form Started By: Dairen Sarmiento Started On: 11/19/2010 01:04 PM

Final Approval Date: 11/23/2010

AI-24075 **13.A.**

Sewer Improvement project - Colonia Construction Grant

CC REGULAR

Date:	11/30/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Pete De la Cruz
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Requesting award of bid for TDRA 2009/2010 Colonia Construction Grant #729055 and approval of contract with ASAGO Construction Co., LLC of Mission, Texas (the lowest responsible bidder meeting all specifications and requirements) in the amount of $148,186.00 for first time sewer improvements for Colonia Saenz, De Anda, and Perez Subdivision located in the City of Mercedes ETJ area in Pct. # 1.

BACKGROUND

The project consists of first time sewer improvements to include yard lines, septic tank remediations and related appurtenances to Colonia Saenz and Colonia De Anda. Perez Subdivision will only include yard lines and septic tank remediation. All of the colonias are located in the City of Mercedes ETJ area in Pct. # 1. Bid opening was held on Wednesday, November 10, 2010 and ASAGO Construction Co., LLC was the lowest of three (3) bidders. Attached please find the engineer's recommendation letter and the bid tabulation sheet.

UCP Colonia staff recommends approval.

Contractor: ASAGO Construction Co., LLC

2010 Colonia Construction Grant # 729055: $ 148,186.00
Total Contract Amount: $ 148,186.00

2010 TDRA Colonia Construction Funds Available: $ 178,940.00

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County funds will be utilized.

Attachments

Link: colonia sewer improvements

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management		11/24/2010 10:40 AM	PEND
2	Perla Lopez	Perla Lopez	11/23/2010 03:49 PM	APRV
3	Auditor's Office	Linda Fong	11/23/2010 05:02 PM	APRV
4	Purchasing Department	Marty Salazar	11/24/2010 10:40 AM	APRV

Form Started By: Estella Webber Started On: 11/19/2010 04:10 PM

Final Approval Date: 11/24/2010

GUZMAN & MUÑOZ
ENGINEERING AND SURVEYING, INC.

2020 E. Expressway 83
Mercedes, Texas 78570

PHONE: (956) 565-4637
FAX: (956) 565-4636

November 19, 2010

Hidalgo County
Urban County Program
Diana Serna, Director
1916 Tesoro Blvd.
Pharr, TX 78539

Re: Hidalgo County – TDRA – Hidalgo County Precinct No. 1 – Colonia Sewer Improvements for Colonia Saenz, De Anda & Perez Subdivision Projects
Sewer Facilities Account # 6537-65-6590-5000-6500 and
Rehab of Private Property, Account No. # 6537-65-6591-5000-6500
Construction Award Recommendation

Dear Ms. Serna:

On Wednesday, November 10, 2010 bids were received and opened for the above-referenced project. A total of three (3) bids were received. The following is a list of contractors that submitted a bid:

ASAGO Construction
Saenz Utility Contractors
O.G. Construction, LLC

ASAGO Construction, from Mission, Texas, submitted the low bid for the total amount of $148,186.00. Upon review of the bidder's references and company information, we recommend this project be awarded to ASAGO Construction for the total amount of $148,186 as shown on the enclosed bid tabulation.

Please call if you have any questions on the enclosed information.

Sincerely,
Guzman & Munoz Engineering and Surveying, Inc.

Jose L. Munoz, P.E., S.I.T.
Project Engineer

Enclosures

Z:\GMES04\Hid\Mer\P683\Letter of Recommendation.doc

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: COUNTY OF HIDALGO URBAN COUNTY PROGRAM

BID OPENING DATE: Wednesday, November 10, 2010 | BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: 2009 Colonia Construction Contract # 729055
Colonia Saenz, De Anda, & Perez Subdivision
Sewer Improvements to include Sanitary Sewer Yard Lines Connections & Septic Tank Remediation

BID NO.	BIDDER/COMPANY NAME	Bid Amount 2009 TDRA Grant # 729055	Total Bid	√ Bid Bond
1	Saenz Utility Contractors	$180,898.00	$180,898.00	√
2	Asago Construction	$148,186.00	$148,186.00	√
3	O.G. Construction Co., LLC	$182,954.00	$182,954.00	√
4				
5				
6				
7				
8				
9				

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

AI-24124 **13.B.**

Amendment - Contract Grant (Colonia Self-Help)

CC REGULAR

Date:	11/30/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Pete de la Cruz
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Requesting approval authorizing the County Judge to sign off on the approval of the Performance Statement & Budget Amendment #1 to the Hidalgo County Self Help Center Contract Grant #728003 by the Texas Department of Housing and Community Affairs (TDHCA), Office of Colonia Initiative (OCI) - Colonia Self-Help Center (SHC).

BACKGROUND

The Contract Performance Statement and Budget Amendment was necessary due to receiving more reconstruction applications than new construction by Proyecto Azteca. During the process of conducting colonia outreach it was noted and very clear that the need for reconstruction was and is greater than anticipated. The Performance Statement and Budget Amendment will increase the funding amount and housing units under the Reconstruction Line Item by seven (7) homes and reduce the funding and housing units under the New Construction Line Item by seven (7) homes. Attached please find the approved Commissioners' Court Agenda requesting approval of the Performance Statement Amendment.

Also attached, please find two copies of the approved Amendment No.1 to Colonia Self Help Center Contract No. 728003 by the Texas Department of Housing and Community Affairs for the Judge's signature.

Fiscal Impact

Attachments

Link: amendment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/23/2010 02:20 PM	APRV
2	Perla Lopez	Perla Lopez	11/24/2010 08:27 AM	APRV
3	Auditor's Office		11/24/2010 05:00 PM	NEW

Form Started By: Estella Webber — Started On: 11/23/2010 11:25 AM

Final Approval Date: 11/24/2010

URBAN COUNTY PROGRAM

Hidalgo County Commissioners' Court
Agenda Request Form

No. 23155

Date: 10/21/2010
Deadline for Action: 10/28/2010
Department: *Urban County Program*

Meeting Date Request: 10/28/2010
Contact Person: *Ms. Diana R. Serna*
Phone: (956) 787-8127 Fax: (956) 787-5291

Ms. Diana R. Serna, Urban County Program Director

Caption:

Requesting approval of a Performance Statement & Budget Amendment # 1 to the Hidalgo County Self Help Center Contract Grant #728003 under the Texas Department of Housing and Community Affairs (TDHCA), Office of Colonia Initiative (OCI) - Colonia Self-Help Center (SHC).

Background:

A Contract Performance Statement and Budget Amendment is necessary due to receiving more reconstruction applications than new construction. During the process of conducting colonia outreach it was noted and very clear that the need for reconstruction was and is greater than anticipated. See letter from Proyecto Azteca attached.

The Performance Statement and Budget Amendment will increase the funding amount and housing units under the Reconstruction Line Item by seven (7) homes and reduce the funding and housing units under the New Construction Line Item by seven (7) homes as follows:

EXHIBIT A PERFORMANCE STATEMENT
15b. Not Feasible for Rehabilitation (Reconstruction)
Contractor shall conduct ~~ten~~ seventeen ~~(10)~~ (17) reconstructions of housing units through self-help methodologies for residents of the Hidalgo County Colonia SHC service area at an average cost of forty-two thousand dollars ($42,000) that will bring the reconstructed homes up to, at a minimum, Housing Quality Standards.

EXHIBIT B BUDGET
15b. Not Feasible for Rehabilitation (Reconstruction) **Contract Funds** ~~**$ 335,000**~~ **$ 569,500**

EXHIBIT A PERFORMANCE STATEMENT
15c. Other 105 (a) (15) New Construction
Contractor shall conduct ~~twelve~~ five ~~(12)~~ (5) new reconstructions of housing units through self-help methodologies for residents of the Hidalgo County Colonia SHC service area at an average cost of forty-two thousand dollars ($42,000). Upon Completion, the homes will meet Housing Standard Quality.

EXHIBIT B BUDGET
15c. Other 105 (a) (15) New Construction **Contract Funds** ~~**$ 402,000**~~ **$ 167,5000**

Please initial for approval:

Legal Counsel _____
Dept./Fund No. _____
Account Code: _____
Comments:

Budget _____
Amt. Expended: $ _____
Impact on Future Budget: Yes: ____ No: ____

Human Resources
Funds/Staffing Budgeted: Yes: ____ No: ____

APPROVED Co. Comm.
DATE 9-28-10

Action taken by Commissioner's Court:

Approved _____ Tabled _____ Denied _____ Motion made by _____ Seconded _____ Vote _____

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

www.tdhca.state.tx.us

Rick Perry
GOVERNOR

Michael Gerber
EXECUTIVE DIRECTOR

BOARD MEMBERS
C. Kent Conine, *Chair*
Gloria Ray, *Vice Chair*
Leslie Bingham Escareño
Tomas Cardenas, P.E.
Tom H. Gann
Juan S. Muñoz, Ph.D.

November 18, 2010

The Honorable Ramon Garcia
County Judge, Hidalgo County
100 E. Cano, 2nd Floor
Edinburg, TX 78540

Re: Colonia Self Help Center Contract No. 728003
Amendment No. 1

Dear Judge Garcia:

Please find enclosed two copies of Amendment No. 1 to Colonia Self-Help Center (SHC) Contract No. 728003 between Hidalgo County and the Texas Department of Housing and Community Affairs (TDHCA).

Please sign and return both copies so that it may be fully executed by TDHCA. One fully executed copy of the amendment will then be mailed to your attention to retain in the county's contract files. Thank you for your efforts to follow federal, state and programmatic rules and regulations in providing community development services to the colonias of Hidalgo County.

Should you have any questions concerning this amendment, please do not hesitate to contact me at (512) 475-2118.

Sincerely,

Homero Cabello, Director
Office of Colonia Initiatives

Encl: Two Copies of Amendment No. 1

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

COLONIA SELF-HELP CENTER PROGRAM

CONTRACT NO. 728003

HIDALGO COUNTY

AMENDMENT NO. 1

STATE OF TEXAS

COUNTY OF TRAVIS

Section 1.

The Texas Department of Housing and Community Affairs, an agency of the State of Texas, hereinafter referred to as "Department", and Hidalgo County, hereinafter referred to as "Contractor", do hereby contract and agree to amend their original contract, as initially executed by the Executive Director of the Department effective June 26, 2008, through June 25, 2012, for the performance of community development activities.

Section 2.

The parties hereto agree to amend the contract identified in Section 1 above so that Exhibit A, Performance Statement, is replaced in its entirety with the Performance Statement attached to this amendment, hereinafter referred to as Exhibit A. Exhibit A consists of three (3) pages.

Section 3.

The parties hereto agree to amend the contract identified in Section 1 above so that Exhibit B, Budget, is replaced in its entirety with the Budget attached to this amendment, hereinafter referred to as Exhibit B. Exhibit B consists of one (1) page.

Section 4.

The parties hereto agree that this amendment shall become effective on October 27, 2010.

Section 5.

The parties hereto agree that this amendment shall require no other changes to previously approved award.

Section 6.

The parties hereto agree that all of the terms of the contract identified in Section 1 above shall remain in effect and shall continue to govern except to the extent that they conflict with the terms of this amendment.

Section 7.

The parties hereto agree that nothing in this amendment shall be construed as authorizing any violation of federal, state or local laws or regulations as they pertain to the contract identified in Section 1 above.

Section 8.

By the signing of this amendment, the parties hereto expressly understand and agree that this amendment shall become a part of the contract identified above in Section 1 above as though it were set forth word for word therein.

WITNESS OUR HANDS EFFECTIVE October 27, 2010

The Honorable Ramon Garcia, County Judge
Hidalgo County

Approved and accepted on behalf of the Texas Department of Housing and Community Affairs.

Michael Gerber, Executive Director
Texas Department of Housing and Community Affairs

This contract amendment is not effective unless signed by the Executive Director of the Texas Department of Housing and Community Affairs, or his/her authorized designee.

EXHIBIT A

PERFORMANCE STATEMENT

COLONIA SELF-HELP CENTER CONTRACT NO. 728003

HIDALGO COUNTY

AMENDMENT No. 1

Contractor shall carry out the following activities in the Hidalgo County Colonia Self-Help Center (SHC) service area colonias of South Tower Estates, Muñiz, L.J. #1, Linda Vista Estates and Sanchez Ranch as identified in its 2007/2008 Colonia SHC Program Proposal. The persons to benefit from the activities described in this Performance Statement must be receiving service or a benefit from the use of the new or improved facilities and activities for the contract obligations to be fulfilled. The Contractor shall ensure that the amount of funds expended for each activity described does not exceed the amount specified for such activity in Exhibit B, Budget. The total number of beneficiaries to be targeted will be three thousand five hundred seventy-three (3,573) persons of which three thousand two hundred fifteen (3,215) or ninety percent (90%) are of low to moderate income.

7. Public Services

Construction Skills Training

Contractor shall conduct fifteen (15) classes on construction skills necessary to repair or build a home or install necessary residential infrastructure. Construction classes will be prioritized for the residents of the Hidalgo County Colonia SHC service area.

These activities shall benefit three hundred (300) persons, of which two hundred seventy (270) or ninety percent (90%) are of low to moderate income.

Homeownership Classes

Contractor shall conduct fifteen (15) homeownership classes funded exclusively through matching funds to educate individuals and families on their rights and responsibilities as homeowners. The homeownership classes will be prioritized for residents of the Hidalgo County Colonia SHC service area.

These activities shall benefit one hundred (100) persons, of which ninety (90) or ninety percent (90%) are of low to moderate income.

Solid Waste Removal

Contractor shall implement five (5) solid waste removal activities such as colonia lot clean-up campaigns, the removal of junk vehicles and large item trash pick-up as needed. A minimum of twelve thousand pounds (12,000 lbs.) will be collected and all activities will include the proper disposal of all solid waste for the residents of the Hidalgo County Colonia SHC service area.

These activities shall benefit three thousand five hundred seventy-three (3,573) persons of which three thousand two hundred fifteen (3,215) or ninety percent (90%) are of low to moderate income.

Technology Access

Contractor shall conduct fifteen (15) computer literacy classes, provide computer tutoring and operate, maintain and purchase equipment to provide access to computers and the internet. Access to technology and any associated classes will be prioritized for the residents of the Hidalgo County Colonia SHC service area.

These activities shall benefit two hundred (200) persons, of which one hundred eighty (180) or ninety percent (90%) are of low to moderate income.

Tool Library Program

Contractor shall operate one (1) tool library and maintain and purchase tools as necessary to provide tools for home construction and improvement for the benefit of property owners in colonias who are building or repairing a residence or installing necessary residential infrastructure. The tool library will provide a minimum of five hundred (500) tool checkouts and all resources will be prioritized for the residents of the Hidalgo County Colonia SHC service area.

These activities shall benefit three thousand five hundred seventy-three (3,573) persons of which three thousand two hundred fifteen (3,215) or ninety percent (90%) are of low to moderate income.

9a. Residential Rehabilitation

Colonia Housing Rehabilitation

Contractor shall conduct thirteen (13) residential rehabilitations of housing units for residents of the Hidalgo County Colonia SHC service area at an average cost of seven thousand nine hundred fifty-four dollars ($7,954) that will bring the rehabilitated homes up to, at a minimum, Colonia Housing Standards.

These activities shall benefit sixty-three (63) persons, of which sixty-three (63) or one hundred percent (100%) are of low to moderate income.

Colonia Self-Help Home Repair

Contractor shall assist fifty (50) residences within the Hidalgo County Colonia SHC service area with minor self-help methodology home repairs at an average cost of three thousand dollars ($3,000) that will bring the repaired section of the home up to, at a minimum, Colonia Housing Standards.

These activities shall benefit two hundred twenty-five (225) persons, of which two hundred twenty-five (225) or one hundred percent (100%) are of low to moderate income.

13. Administration, Planning and Management

Contractor shall ensure the amount of funds expended for all eligible project-related administration activities that are intended to be charged to the contract, including the required annual program compliance and fiscal audit costs, do not exceed the amount specified for administration in Exhibit B, Budget.

15b. Not Feasible for Rehabilitation (Reconstruction)

Contractor shall conduct seventeen (17) reconstructions of housing units through self-help methodologies for residents of the Hidalgo County Colonia SHC service area at an average

cost of thirty-three thousand five hundred dollars ($33,500) that will bring the reconstructed homes up to, at a minimum, Housing Quality Standards.

These activities shall benefit forty-five (45) persons, of which forty-five (45) or one hundred percent (100%) are of low to moderate income.

15c. Other 105 (a) (15)

Contractor shall conduct five (5) new constructions of housing units through self-help methodologies for residents of the Hidalgo County Colonia SHC service area at an average cost of thirty-three thousand five hundred dollars ($33,500). Upon completion, the homes will meet Housing Quality Standards.

These activities shall benefit fifty-eight (58) persons, of which fifty-eight (58) or one hundred percent (100%) are of low to moderate income.

17. Homeownership Assistance

Contractor shall assist twelve (12) families with up to fifty percent (50%) of down payment expenses, principal reductions and/or cover reasonable closing costs associated with the purchase of new housing at an average cost of one thousand three hundred dollars ($1,300) within the Hidalgo County Colonia SHC service area.

These activities shall benefit fifty-eight (58) persons, of which fifty-eight (58) or one hundred percent (100%) are of low to moderate income.

Contractor shall assist ten (10) families through financing the payment of the remaining balances on colonia lots at an average cost of four thousand dollars ($4,000). Evidence of release of lien must be presented and recorded in the county property records. Participating families must also be served through a housing activity included in this contract which will result in a home that meets either Colonia Housing Standards or Housing Quality Standards, depending on the respective housing activity line item requirements.

These activities shall benefit forty-five (45) persons, of which forty-five (45) or one hundred percent (100%) are of low to moderate income.

EXHIBIT B
BUDGET
COLONIA SELF-HELP CENTER CONTRACT NO. 728003
HIDALGO COUNTY
AMDENDMENT NO. 1

LINE	CATEGORIES	CONTRACT FUNDS	OTHER FUNDS*	TOTAL
1	Acquisition, Disposition			
2	Clearance			
3	Center/Facility			
4	Public Facilities (use 4a, 4b, or 4c)			
4a	Water			
4b	Sewer			
4c	Flood and Drainage Facilities			
5	Street/Bridges			
6	Other Public Facilities			
7	Public Service (Limited to 15% of Request)	$ 33,995	$26,200	$ 60,195
8	Relocation			
9	Rehabilitation (use 9a or 9b)			
9a	Residential Rehabilitation	$ 253,405	-0-	$ 253,405
9b	Commercial Rehabilitation			
10	Public Housing Modernization			
11	Removal of Architectural Barriers			
12	Planning Only			
13	Administration, Planning and Management	$ 120,000	$160,000	$ 280,000
14	Economic Development (use 14a, 14b or 14c)			
14a	Assistance to Non-Profit			
14b	Assistance to For-profit Entities			
14c	Micro enterprises or Small Business			
15	New Construction (use 15a, 15b, or 15c)			
15a	Last Resort			
15b	Not feasible for Rehabilitation (Reconstruction)	$ 569,500	-0-	$ 569,500
15c	Other 105 (a) 15 (New Construction)	$ 167,500	-0-	$ 167,500
16	Unspecified Activities			
17	Homeownership Assistance	$ 55,600	-0-	$ 55,600
	Totals	$ 1,200,000	$186,200	$ 1,386,200

* **Other Funds**: Proyecto Azteca General Funds, USDA/Proyecto Azteca Revolving Loan Fund and the Margurite Casy and Heron Foundation

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

COLONIA SELF-HELP CENTER PROGRAM

CONTRACT NO. 728003

HIDALGO COUNTY

AMENDMENT NO. 1

STATE OF TEXAS

COUNTY OF TRAVIS

Section 1.

The Texas Department of Housing and Community Affairs, an agency of the State of Texas, hereinafter referred to as "Department", and Hidalgo County, hereinafter referred to as "Contractor", do hereby contract and agree to amend their original contract, as initially executed by the Executive Director of the Department effective June 26, 2008, through June 25, 2012, for the performance of community development activities.

Section 2.

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Section 3.

The parties hereto agree to amend the contract identified in Section 1 above so that Exhibit B, Budget, is replaced in its entirety with the Budget attached to this amendment, hereinafter referred to as Exhibit B. Exhibit B consists of one (1) page.

Section 4.

The parties hereto agree that this amendment shall become effective on October 27, 2010.

Section 5.

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Section 8.

By the signing of this amendment, the parties hereto expressly understand and agree that this amendment shall become a part of the contract identified above in Section 1 above as though it were set forth word for word therein.

WITNESS OUR HANDS EFFECTIVE October 27, 2010

The Honorable Ramon Garcia, County Judge
Hidalgo County

Approved and accepted on behalf of the Texas Department of Housing and Community Affairs.

Michael Gerber, Executive Director
Texas Department of Housing and Community Affairs

This contract amendment is not effective unless signed by the Executive Director of the Texas Department of Housing and Community Affairs, or his/her authorized designee.

EXHIBIT A

PERFORMANCE STATEMENT

COLONIA SELF-HELP CENTER CONTRACT NO. 728003

HIDALGO COUNTY

AMENDMENT No. 1

Contractor shall carry out the following activities in the Hidalgo County Colonia Self-Help Center (SHC) service area colonias of South Tower Estates, Muñiz, L.J. #1, Linda Vista Estates and Sanchez Ranch as identified in its 2007/2008 Colonia SHC Program Proposal. The persons to benefit from the activities described in this Performance Statement must be receiving service or a benefit from the use of the new or improved facilities and activities for the contract obligations to be fulfilled. The Contractor shall ensure that the amount of funds expended for each activity described does not exceed the amount specified for such activity in Exhibit B, Budget. The total number of beneficiaries to be targeted will be three thousand five hundred seventy-three (3,573) persons of which three thousand two hundred fifteen (3,215) or ninety percent (90%) are of low to moderate income.

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Contractor shall conduct fifteen (15) classes on construction skills necessary to repair or build a home or install necessary residential infrastructure. Construction classes will be prioritized for the residents of the Hidalgo County Colonia SHC service area.

These activities shall benefit three hundred (300) persons, of which two hundred seventy (270) or ninety percent (90%) are of low to moderate income.

Homeownership Classes

Contractor shall conduct fifteen (15) homeownership classes funded exclusively through matching funds to educate individuals and families on their rights and responsibilities as homeowners. The homeownership classes will be prioritized for residents of the Hidalgo County Colonia SHC service area.

These activities shall benefit one hundred (100) persons, of which ninety (90) or ninety percent (90%) are of low to moderate income.

Solid Waste Removal

Contractor shall implement five (5) solid waste removal activities such as colonia lot clean-up campaigns, the removal of junk vehicles and large item trash pick-up as needed. A minimum of twelve thousand pounds (12,000 lbs.) will be collected and all activities will include the proper disposal of all solid waste for the residents of the Hidalgo County Colonia SHC service area.

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These activities shall benefit two hundred (200) persons, of which one hundred eighty (180) or ninety percent (90%) are of low to moderate income.

Tool Library Program

Contractor shall operate one (1) tool library and maintain and purchase tools as necessary to provide tools for home construction and improvement for the benefit of property owners in colonias who are building or repairing a residence or installing necessary residential infrastructure. The tool library will provide a minimum of five hundred (500) tool checkouts and all resources will be prioritized for the residents of the Hidalgo County Colonia SHC service area.

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Colonia Housing Rehabilitation

Contractor shall conduct thirteen (13) residential rehabilitations of housing units for residents of the Hidalgo County Colonia SHC service area at an average cost of seven thousand nine hundred fifty-four dollars ($7,954) that will bring the rehabilitated homes up to, at a minimum, Colonia Housing Standards.

These activities shall benefit sixty-three (63) persons, of which sixty-three (63) or one hundred percent (100%) are of low to moderate income.

Colonia Self-Help Home Repair

Contractor shall assist fifty (50) residences within the Hidalgo County Colonia SHC service area with minor self-help methodology home repairs at an average cost of three thousand dollars ($3,000) that will bring the repaired section of the home up to, at a minimum, Colonia Housing Standards.

These activities shall benefit two hundred twenty-five (225) persons, of which two hundred twenty-five (225) or one hundred percent (100%) are of low to moderate income.

13. Administration, Planning and Management

Contractor shall ensure the amount of funds expended for all eligible project-related administration activities that are intended to be charged to the contract, including the required annual program compliance and fiscal audit costs, do not exceed the amount specified for administration in Exhibit B, Budget.

15b. Not Feasible for Rehabilitation (Reconstruction)

Contractor shall conduct seventeen (17) reconstructions of housing units through self-help methodologies for residents of the Hidalgo County Colonia SHC service area at an average

cost of thirty-three thousand five hundred dollars ($33,500) that will bring the reconstructed homes up to, at a minimum, Housing Quality Standards.

These activities shall benefit forty-five (45) persons, of which forty-five (45) or one hundred percent (100%) are of low to moderate income.

15c. Other 105 (a) (15)

Contractor shall conduct five (5) new constructions of housing units through self-help methodologies for residents of the Hidalgo County Colonia SHC service area at an average cost of thirty-three thousand five hundred dollars ($33,500). Upon completion, the homes will meet Housing Quality Standards.

These activities shall benefit fifty-eight (58) persons, of which fifty-eight (58) or one hundred percent (100%) are of low to moderate income.

17. Homeownership Assistance

Contractor shall assist twelve (12) families with up to fifty percent (50%) of down payment expenses, principal reductions and/or cover reasonable closing costs associated with the purchase of new housing at an average cost of one thousand three hundred dollars ($1,300) within the Hidalgo County Colonia SHC service area.

These activities shall benefit fifty-eight (58) persons, of which fifty-eight (58) or one hundred percent (100%) are of low to moderate income.

Contractor shall assist ten (10) families through financing the payment of the remaining balances on colonia lots at an average cost of four thousand dollars ($4,000). Evidence of release of lien must be presented and recorded in the county property records. Participating families must also be served through a housing activity included in this contract which will result in a home that meets either Colonia Housing Standards or Housing Quality Standards, depending on the respective housing activity line item requirements.

These activities shall benefit forty-five (45) persons, of which forty-five (45) or one hundred percent (100%) are of low to moderate income.

EXHIBIT B
BUDGET
COLONIA SELF-HELP CENTER CONTRACT NO. 728003
HIDALGO COUNTY
AMDENDMENT NO. 1

LINE	CATEGORIES	CONTRACT FUNDS	OTHER FUNDS*	TOTAL
1	Acquisition, Disposition			
2	Clearance			
3	Center/Facility			
4	Public Facilities (use 4a, 4b, or 4c)			
4a	Water			
4b	Sewer			
4c	Flood and Drainage Facilities			
5	Street/Bridges			
6	Other Public Facilities			
7	Public Service (Limited to 15% of Request)	$ 33,995	$26,200	$ 60,195
8	Relocation			
9	Rehabilitation (use 9a or 9b)			
9a	Residential Rehabilitation	$ 253,405	-0-	$ 253,405
9b	Commercial Rehabilitation			
10	Public Housing Modernization			
11	Removal of Architectural Barriers			
12	Planning Only			
13	Administration, Planning and Management	$ 120,000	$160,000	$ 280,000
14	Economic Development (use 14a, 14b or 14c)			
14a	Assistance to Non-Profit			
14b	Assistance to For-profit Entities			
14c	Micro enterprises or Small Business			
15	New Construction (use 15a, 15b, or 15c)			
15a	Last Resort			
15b	Not feasible for Rehabilitation (Reconstruction)	$ 569,500	-0-	$ 569,500
15c	Other 105 (a) 15 (New Construction)	$ 167,500	-0-	$ 167,500
16	Unspecified Activities			
17	Homeownership Assistance	$ 55,600	-0-	$ 55,600
	Totals	$ 1,200,000	$186,200	$ 1,386,200

* **Other Funds**: Proyecto Azteca General Funds, USDA/Proyecto Azteca Revolving Loan Fund and the Margurite Casy and Heron Foundation

AI-24158 **14.A.**

Request for employee transfers

CC REGULAR

Date:	11/30/2010
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT
Agenda Category:	Sheriff's Office

Information

CAPTION

Sheriff (1100) / Courthouse Security (1241):
1. Approval of employee transfers as follows, as per section 3.49 of the Civil Service Commission Rules:

		FROM			TO		
Employee No.	Position Title	Dept. No./ Name	Slot No.		Dept. No./ Name	Slot No.	Budgeted Salary
087076	Sr. Deputy Sheriff Step III	Courthouse Sec. (115-044)	0005		Sheriff (280-001)	0117	44,777.00
060658	Sr. Deputy Sheriff Step II	Sheriff (280-001)	0117		Courthouse Sec. (115-044)	0005	43,263.00

2. Approval of revised salary schedules.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** See Below

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

BUDGETARY IMPACT:

0-1100-421-00-280-001-0-XXX- No budgetary impact.
0-1241-421-23-115-044-0-XXX- See Attachment

Attachments

Link: Fiscal Note

Link: Revised salary schedule - Courthouse Sec

Link: Revised salary schedule - Sheriff

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	11/24/2010 03:58 PM	APRV
2	Budget & Management	Erika Zamora	11/24/2010 04:07 PM	APRV
3	Damaris San Miguel	Damaris San Miguel	11/24/2010 04:39 PM	APRV
4	Auditor's Office		11/24/2010 05:00 PM	NEW

Form Started By: Sylvia Solis Started On: 11/24/2010 11:33 AM

Final Approval Date: 11/24/2010

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, November 30, 2010 **Agenda Item:** 24158

Summary of request/proposal:
Sheriff (1100)/ Courthouse Security (1241):
Approval of employee transfers as follows, as per section 3.49 of the Civil Service Commission Rules:

SHERIFF (280-001)

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	Sr. Deputy Sheriff Step III	0005	113	44,777.00	0.00	($44,777.00)
1100	Sr. Deputy Sheriff Step II (transfer in from crthse sec)		113	0.00	43,263.00	$43,263.00
					Total Salary:	**($1,514.00)**
1100	Sr. Deputy Sheriff Step III	0005	115	540.00	0.00	($540.00)
1100	Sr. Deputy Sheriff Step II (transfer in from crthse sec)		115	0.00	600.00	$600.00
					Total Longevity:	**$60.00**
1100	Sr. Deputy Sheriff Step III	0005	117	600.00	0.00	($600.00)
1100	Sr. Deputy Sheriff Step II (transfer in from crthse sec)		117	0.00	1,200.00	$1,200.00
					Total Supplemental Pay:	**$600.00**

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
0-1100-412-00-001-001-0-	113	SHERIFF DEPT -	REG F/T EMPLOYEES	($139.22)
0-1100-412-00-001-001-0-	115	SHERIFF DEPT -	LONGEVITY PAY	$5.52
0-1100-412-00-001-001-0-	117	SHERIFF DEPT -	SUPPLEMENTAL PAY	$55.17
0-1100-412-00-001-001-0-	211	SHERIFF DEPT -	HEALTH INSURANCE	$0.00
0-1100-412-00-001-001-0-	212	SHERIFF DEPT -	LIFE INSURANCE	$0.00
0-1100-412-00-001-001-0-	220	SHERIFF DEPT -	FICA	($6.01)
0-1100-412-00-001-001-0-	230	SHERIFF DEPT -	RETIREMENT	($7.47)
0-1100-412-00-001-001-0-	250	SHERIFF DEPT -	UNEMPLOYMENT COMP	($0.40)
0-1100-412-00-001-001-0-	260	SHERIFF DEPT -	WORKER'S COMP	$0.00
			2010 Budgetary Impact	($92.41)

2011 Budgetary Impact: **($1,004.90)**

Possible Funding Sources: **NO BUDGETARY IMPACT**

COURTHOUSE SECURITY (115-044)

Fund	Position	Slot#	Obj	Salary	Adjustment Requested	Total Requested
1241	Sr. Deputy Sheriff Step II	0117	113	43,263.00	0.00	-43,263.00
1241	Sr. Deputy Sheriff Step III (transfer in from sheriff)			0.00	44,777.00	44,777.00
					Total Salary:	**1,514.00**
1241	Sr. Deputy Sheriff Step II	0117	115	600.00	0.00	($600.00)
1241	Sr. Deputy Sheriff Step III (transfer in from sheriff)		115	0.00	540.00	$540.00
					Total Longevity:	**($60.00)**
1241	Sr. Deputy Sheriff Step II	0117	117	1,200.00	0.00	($1,200.00)
1241	Sr. Deputy Sheriff Step III (transfer in from sheriff)		117	0.00	600.00	$600.00
					Total Supplemental Pay:	**($600.00)**

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
0-1241-421-23-115-044-0-	113	COURTHOUSE SEC -	REG F/T EMPLOYEES	$139.22
0-1241-421-23-115-044-0-	115	COURTHOUSE SEC -	LONGEVITY PAY	($5.52)
0-1241-421-23-115-044-0-	117	COURTHOUSE SEC -	SUPPLEMENTAL PAY	($55.17)
0-1241-421-23-115-044-0-	211	COURTHOUSE SEC -	HEALTH INSURANCE	$0.00
0-1241-421-23-115-044-0-	212	COURTHOUSE SEC -	LIFE INSURANCE	$0.00
0-1241-421-23-115-044-0-	220	COURTHOUSE SEC -	FICA	$6.01
0-1241-421-23-115-044-0-	230	COURTHOUSE SEC -	RETIREMENT	$7.47
0-1241-421-23-115-044-0-	250	COURTHOUSE SEC -	UNEMPLOYMENT COMP	$0.40
0-1241-421-23-115-044-0-	260	COURTHOUSE SEC -	WORKER'S COMP	$0.00
			2010 Budgetary Impact	$92.41

2011 Budgetary Impact: **1,004.90**

Possible Funding Sources: **OBJECT CODE 113 - SALARY (PLUS FRINGES) AVAILABLE FROM LAPSED SALARIES**

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1241-421-23-115-044-0-

AI - 24158

COURTHOUSE SECURITY

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	180.00	0.00	600.00	0.00	0.00	42,580.00
0002	113	SERGEANT STEP III				49,255.00	49,255.00	660.00	0.00	1,200.00	0.00	0.00	51,115.00
0003	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	240.00	0.00	0.00	0.00	0.00	38,240.00
0004	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	540.00	0.00	1,200.00	0.00	0.00	46,517.00
		SR. DEPUTY SHERIFF STEP II ↓				**43,263.00** ↓	**43,263.00** ↓	**540.00** ↓		**600.00** ↓			**44,403.00** ↓
0005	**113**	~~**SR. DEPUTY SHERIFF STEP III**~~				~~**44,777.00**~~	~~**44,777.00**~~	~~**600.00**~~	~~**0.00**~~	~~**1,200.00**~~	~~**0.00**~~	~~**0.00**~~	~~**46,577.00**~~
0006	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	660.00	0.00	0.00	0.00	0.00	45,437.00
0007	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	240.00	0.00	1,800.00	0.00	0.00	43,840.00
0008	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	540.00	0.00	0.00	0.00	0.00	38,540.00
0009	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	360.00	0.00	0.00	0.00	0.00	42,160.00
0010	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	960.00	0.00	1,200.00	0.00	0.00	45,423.00
0011	113	DEPUTY SHERIFF STEP II				39,330.00	39,330.00	120.00	0.00	1,200.00	0.00	0.00	40,650.00
0012	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	360.00	0.00	0.00	0.00	0.00	38,360.00
0013	113	SECURITY SPECIALIST	8	1	31,815.00	31,815.00	31,815.00	0.00	0.00	0.00	0.00	0.00	31,815.00
0014	113	SECURITY SPECIALIST	8	1	31,815.00	31,815.00	31,815.00	0.00	0.00	0.00	0.00	0.00	31,815.00
0015	113	SECURITY SPECIALIST	8	1	31,815.00	31,815.00	31,815.00	0.00	0.00	0.00	0.00	0.00	31,815.00
					95,445.00	644,287.00	644,287.00	6,000.00	0.00	9,000.00	0.00	0.00	659,287.00

Approval to transfer employee no. 087076 from the Courthouse Security to Sheriffs Office, slot no. 0005, as per section 3.49 of the Civil Service Commission Rules pending CC approval.

Approval to transfer employee no. 060658 from Sheriffs Office to the Courthouse Security, slot no. 0108, as per section 3.49 of the Civil Service Commission Rules pending CC approval.

***** Positions adhere to Law Enforcement Grade and Step Pay Plan.**

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-421-00-280-001-0

AI - 24158

SHERIFF

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	111	COUNTY SHERIFF				136,500.00	136,500.00	0.00	0.00	3,600.00	0.00	500.00	140,600.00
0002	113	CHIEF DEPUTY				85,000.00	85,000.00	1,020.00	0.00	3,300.00	0.00	500.00	89,820.00
0003	113	DIVISION COMM				75,000.00	75,000.00	1,200.00	0.00	1,800.00	0.00	500.00	78,500.00
0004	113	DIVISION COMM				75,000.00	75,000.00	1,440.00	0.00	1,800.00	0.00	500.00	78,740.00
0005	113	CAPTAIN				65,000.00	65,000.00	1,140.00	0.00	1,800.00	0.00	500.00	68,440.00
0006	113	CAPTAIN				65,000.00	65,000.00	1,320.00	0.00	1,800.00	0.00	500.00	68,620.00
0007	113	CAPTAIN				65,000.00	65,000.00	1,260.00	0.00	1,800.00	0.00	500.00	68,560.00
0008	113	CAPTAIN				65,000.00	65,000.00	300.00	0.00	1,800.00	0.00	500.00	67,600.00
0009	113	CHIEF ADMINISTRATOR	18	0	65,253.00	65,253.00	65,253.00	300.00	0.00	0.00	0.00	500.00	66,053.00
0010	113	LIEUTENANT STEP III				54,180.00	54,180.00	1,680.00	0.00	3,300.00	0.00	0.00	59,160.00
0011	113	LIEUTENANT STEP III				54,180.00	54,180.00	1,680.00	0.00	1,800.00	0.00	0.00	57,660.00
0012	113	LIEUTENANT STEP II				52,348.00	52,348.00	900.00	0.00	3,000.00	0.00	500.00	56,748.00
0013	113	LIEUTENANT STEP III				54,180.00	54,180.00	1,200.00	0.00	1,200.00	0.00	0.00	56,580.00
0014	113	LIEUTENANT STEP III				54,180.00	54,180.00	1,260.00	0.00	1,800.00	0.00	500.00	57,740.00
0015	113	LIEUTENANT STEP III				54,180.00	54,180.00	840.00	0.00	1,200.00	0.00	500.00	56,720.00
0016	113	INFORMATION TECHNOLOGY MANAGER	15	1	54,526.00	54,526.00	54,526.00	0.00	0.00	0.00	0.00	500.00	55,026.00
0017	113	SENIOR CRIME ANALYST	14	1	50,487.00	50,487.00	50,487.00	720.00	0.00	0.00	0.00	500.00	51,707.00
0018	113	LIEUTENANT STEP II				52,348.00	52,348.00	660.00	0.00	1,800.00	0.00	0.00	54,808.00
0019	113	LIEUTENANT STEP III				54,180.00	54,180.00	1,500.00	0.00	1,800.00	0.00	500.00	57,980.00
0020	113	LIEUTENANT STEP III				54,180.00	54,180.00	900.00	0.00	1,200.00	0.00	500.00	56,780.00
0021	113	ACCOUNTANT III	12	4	47,829.00	47,829.00	47,858.00	1,740.00	0.00	0.00	0.00	0.00	49,598.00
0022	113	SERGEANT STEP II				47,589.00	47,589.00	840.00	0.00	1,800.00	0.00	500.00	50,729.00
0023	113	SERGEANT STEP III				49,255.00	49,255.00	660.00	0.00	3,300.00	0.00	0.00	53,215.00
0024	113	SERGEANT STEP I				45,980.00	45,980.00	480.00	0.00	600.00	0.00	500.00	47,560.00
0025	113	SERGEANT STEP III				49,255.00	49,255.00	1,200.00	0.00	1,800.00	0.00	0.00	52,255.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-421-00-280-001-0

AI - 24158

SHERIFF

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0026	113	SERGEANT STEP II				47,589.00	47,589.00	660.00	0.00	1,200.00	0.00	500.00	49,949.00
0027	113	SERGEANT STEP II				47,589.00	47,589.00	660.00	0.00	600.00	0.00	500.00	49,349.00
0028	113	SERGEANT STEP II				47,589.00	47,589.00	600.00	0.00	1,200.00	0.00	0.00	49,389.00
0029	113	SERGEANT STEP III				49,255.00	49,255.00	1,140.00	0.00	1,800.00	0.00	500.00	52,695.00
0030	113	SERGEANT STEP III				49,255.00	49,255.00	660.00	0.00	1,200.00	0.00	0.00	51,115.00
0031	113	SERGEANT STEP III				49,255.00	49,255.00	600.00	0.00	1,200.00	0.00	500.00	51,555.00
0032	113	SERGEANT STEP III				49,255.00	49,255.00	780.00	0.00	1,200.00	0.00	500.00	51,735.00
0033	113	SERGEANT STEP III				49,255.00	49,255.00	540.00	0.00	600.00	0.00	0.00	50,395.00
0034	113	CRIME SCENE SPECIALIST SUPERVISOR	13	1	46,747.00	46,747.00	46,747.00	1,440.00	0.00	0.00	0.00	500.00	48,687.00
0035	113	SERGEANT STEP I				45,980.00	45,980.00	360.00	0.00	1,500.00	0.00	0.00	47,840.00
0036	113	SERGEANT STEP II				47,589.00	47,589.00	1,200.00	0.00	1,800.00	0.00	0.00	50,589.00
0037	113	SERGEANT STEP I				45,980.00	45,980.00	600.00	0.00	1,200.00	0.00	0.00	47,780.00
0038	113	SERGEANT STEP III				49,255.00	49,255.00	900.00	0.00	1,200.00	0.00	0.00	51,355.00
0039	113	SERGEANT STEP I				45,980.00	45,980.00	240.00	0.00	1,200.00	0.00	0.00	47,420.00
0040	113	SERGEANT STEP III				49,255.00	49,255.00	900.00	0.00	1,200.00	0.00	500.00	51,855.00
0041	113	SERGEANT STEP II				47,589.00	47,589.00	660.00	0.00	1,200.00	0.00	0.00	49,449.00
0042	113	CRIME SCENE SPECIALIST	12	2	44,799.00	44,799.00	44,799.00	540.00	0.00	0.00	0.00	500.00	45,839.00
0043	113	CRIME SCENE SPECIALIST	12	2	44,799.00	44,799.00	44,799.00	540.00	0.00	0.00	0.00	500.00	45,839.00
0044	113	CRIME SCENE SPECIALIST	12	2	44,799.00	44,799.00	44,799.00	480.00	0.00	0.00	0.00	500.00	45,779.00
0045	113	MECHANIC V	12	1	43,284.00	43,284.00	43,363.00	0.00	0.00	0.00	0.00	0.00	43,363.00
0046	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	1,620.00	0.00	3,900.00	0.00	0.00	50,297.00
0047	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	1,380.00	0.00	3,900.00	0.00	500.00	50,557.00
0048	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	1,560.00	0.00	3,900.00	0.00	500.00	50,737.00
0049	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	360.00	0.00	3,600.00	0.00	0.00	47,223.00
0050	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	1,440.00	0.00	3,900.00	0.00	0.00	50,117.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-421-00-280-001-0

AI - 24158

SHERIFF

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0051	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	900.00	0.00	3,600.00	0.00	0.00	49,277.00
0052	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	1,380.00	0.00	3,900.00	0.00	500.00	50,557.00
0053	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	1,020.00	0.00	3,300.00	0.00	500.00	49,597.00
0054	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	960.00	0.00	3,300.00	0.00	500.00	49,537.00
0055	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	1,440.00	0.00	3,600.00	0.00	500.00	50,317.00
0056	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	300.00	0.00	0.00	0.00	0.00	38,300.00
0057	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	660.00	0.00	3,300.00	0.00	500.00	49,237.00
0058	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	120.00	0.00	0.00	0.00	0.00	38,120.00
0059	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	660.00	0.00	3,300.00	0.00	500.00	49,237.00
0060	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	60.00	0.00	1,500.00	0.00	0.00	39,560.00
0061	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	420.00	0.00	3,300.00	0.00	500.00	47,483.00
0062	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	420.00	0.00	1,200.00	0.00	0.00	39,620.00
0063	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	660.00	0.00	2,700.00	0.00	500.00	48,637.00
0064	113	DEPUTY SHERIFF STEP II				39,330.00	39,330.00	180.00	0.00	2,100.00	0.00	0.00	41,610.00
0065	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00
0066	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	660.00	0.00	2,700.00	0.00	500.00	48,637.00
0067	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	420.00	0.00	0.00	0.00	0.00	43,683.00
0068	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00
0069	113	DEPUTY SHERIFF STEP				36,480.00	36,480.00	0.00	0.00	0.00	0.00	0.00	36,480.00
0070	113	DEPUTY SHERIFF				36,480.00	36,480.00	300.00	0.00	0.00	0.00	0.00	36,780.00
0071	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	540.00	0.00	0.00	0.00	0.00	38,540.00
0072	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	600.00	0.00	3,300.00	0.00	500.00	49,177.00
0073	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	600.00	0.00	3,300.00	0.00	500.00	49,177.00
0074	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	1,140.00	0.00	3,600.00	0.00	0.00	49,517.00
0075	113	SENIOR DEPUTY SHERIFF STEP III				44,777.00	44,777.00	540.00	0.00	1,200.00	0.00	0.00	46,517.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-421-00-280-001-0

AI - 24158

SHERIFF

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0076	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	120.00	0.00	0.00	0.00	0.00	38,120.00
0077	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	540.00	0.00	2,700.00	0.00	500.00	48,517.00
0078	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	540.00	0.00	3,300.00	0.00	500.00	49,117.00
0079	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	1,020.00	0.00	2,700.00	0.00	500.00	48,997.00
0080	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	360.00	0.00	2,100.00	0.00	500.00	44,760.00
0081	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	300.00	0.00	0.00	0.00	0.00	38,300.00
0082	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	720.00	0.00	2,100.00	0.00	500.00	48,097.00
0083	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	660.00	0.00	3,300.00	0.00	500.00	49,237.00
0084	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	840.00	0.00	2,100.00	0.00	0.00	47,717.00
0085	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	600.00	0.00	2,100.00	0.00	500.00	47,977.00
0086	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	600.00	0.00	3,300.00	0.00	500.00	49,177.00
0087	113	DEPUTY SHERIFF STEP II				39,330.00	39,330.00	120.00	0.00	0.00	0.00	0.00	39,450.00
0088	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	540.00	0.00	3,300.00	0.00	500.00	49,117.00
0089	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	720.00	0.00	3,300.00	0.00	0.00	48,797.00
0090	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	480.00	0.00	2,100.00	0.00	500.00	47,857.00
0091	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	480.00	0.00	2,100.00	0.00	500.00	47,857.00
0092	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	1,200.00	0.00	1,800.00	0.00	0.00	47,777.00
0093	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	0.00	0.00	0.00	0.00	0.00	38,000.00
0094	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	660.00	0.00	1,800.00	0.00	0.00	47,237.00
0095	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	600.00	0.00	2,700.00	0.00	500.00	48,577.00
0096	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	120.00	0.00	0.00	0.00	0.00	38,120.00
0097	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	240.00	0.00	0.00	0.00	0.00	38,240.00
0098	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	1,200.00	0.00	1,200.00	0.00	0.00	47,177.00
0099	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	1,320.00	0.00	1,200.00	0.00	0.00	47,297.00
0100	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	1,020.00	0.00	1,200.00	0.00	0.00	46,997.00

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SHERIFF

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0101	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	1,440.00	0.00	1,200.00	0.00	0.00	47,417.00
0102	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	900.00	0.00	3,900.00	0.00	500.00	50,077.00
0103	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00
0104	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	600.00	0.00	1,800.00	0.00	0.00	47,177.00
0105	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	540.00	0.00	600.00	0.00	0.00	45,917.00
0106	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	660.00	0.00	1,800.00	0.00	0.00	47,237.00
0107	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	660.00	0.00	1,800.00	0.00	0.00	47,237.00
0108	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	120.00	0.00	0.00	0.00	0.00	38,120.00
0109	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	180.00	0.00	0.00	0.00	0.00	38,180.00
0110	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	240.00	0.00	5,100.00	0.00	500.00	49,103.00
0111	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	420.00	0.00	4,500.00	0.00	0.00	48,183.00
0112	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	60.00	0.00	1,200.00	0.00	0.00	39,260.00
0113	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00
0114	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	600.00	0.00	1,200.00	0.00	0.00	46,577.00
0115	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	480.00	0.00	3,300.00	0.00	500.00	47,543.00
0116	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	240.00	0.00	0.00	0.00	0.00	38,240.00
		SR. DEPUTY SHERIFF STEP III ↓				**44,777.00** ↓	**44,777.00** ↓	**600.00** ↓		**1,200.00** ↓			**46,577.00** ↓
0117	**113**	~~**SR. DEPUTY SHERIFF STEP II**~~				~~**43,263.00**~~	~~**43,263.00**~~	~~**540.00**~~	~~**0.00**~~	~~**600.00**~~	~~**0.00**~~	~~**0.00**~~	~~**44,403.00**~~
0118	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	480.00	0.00	2,400.00	0.00	0.00	46,143.00
0119	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	480.00	0.00	2,700.00	0.00	500.00	46,943.00
0120	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00
0121	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	240.00	0.00	4,200.00	0.00	500.00	46,740.00
0122	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	420.00	0.00	2,700.00	0.00	500.00	46,883.00
0123	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	1,440.00	0.00	3,900.00	0.00	0.00	48,603.00

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								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0124	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	480.00	0.00	2,100.00	0.00	500.00	46,343.00
0125	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	720.00	0.00	2,100.00	0.00	500.00	46,583.00
0126	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	360.00	0.00	2,100.00	0.00	500.00	46,223.00
0127	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	360.00	0.00	0.00	0.00	0.00	43,623.00
0128	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	360.00	0.00	2,100.00	0.00	500.00	46,223.00
0129	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	360.00	0.00	0.00	0.00	0.00	43,623.00
0130	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	420.00	0.00	3,300.00	0.00	500.00	47,483.00
0131	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	540.00	0.00	3,000.00	0.00	0.00	46,803.00
0132	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	480.00	0.00	1,800.00	0.00	500.00	46,043.00
0133	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	480.00	0.00	2,100.00	0.00	0.00	45,843.00
0134	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	600.00	0.00	2,700.00	0.00	500.00	47,063.00
0135	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00
0136	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	480.00	0.00	2,700.00	0.00	500.00	46,943.00
0137	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	480.00	0.00	1,800.00	0.00	0.00	45,543.00
0138	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	240.00	0.00	2,100.00	0.00	0.00	40,340.00
0139	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	360.00	0.00	0.00	0.00	0.00	43,623.00
0140	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	360.00	0.00	2,400.00	0.00	0.00	46,023.00
0141	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	360.00	0.00	2,100.00	0.00	500.00	46,223.00
0142	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00
0143	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	300.00	0.00	2,100.00	0.00	500.00	46,163.00
0144	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	300.00	0.00	2,100.00	0.00	500.00	46,163.00
0145	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00
0146	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	660.00	0.00	3,000.00	0.00	500.00	47,423.00
0147	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	120.00	0.00	2,100.00	0.00	0.00	40,220.00
0148	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	360.00	0.00	0.00	0.00	0.00	38,360.00

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Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0149	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	120.00	0.00	2,100.00	0.00	500.00	40,720.00
0150	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	180.00	0.00	0.00	0.00	0.00	38,180.00
0151	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	360.00	0.00	1,200.00	0.00	0.00	44,823.00
0152	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	240.00	0.00	1,800.00	0.00	0.00	45,303.00
0153	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	240.00	0.00	3,600.00	0.00	0.00	47,103.00
0154	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	600.00	0.00	2,700.00	0.00	500.00	47,063.00
0155	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	180.00	0.00	1,500.00	0.00	0.00	43,480.00
0156	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	360.00	0.00	0.00	0.00	0.00	38,360.00
0157	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	240.00	0.00	2,700.00	0.00	500.00	46,703.00
0158	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	480.00	0.00	2,100.00	0.00	500.00	46,343.00
0159	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	480.00	0.00	0.00	0.00	0.00	43,743.00
0160	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	240.00	0.00	1,800.00	0.00	0.00	45,303.00
0161	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	360.00	0.00	2,100.00	0.00	500.00	44,760.00
0162	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	420.00	0.00	0.00	0.00	0.00	43,683.00
0163	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	420.00	0.00	0.00	0.00	0.00	43,683.00
0164	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	420.00	0.00	0.00	0.00	0.00	43,683.00
0165	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	360.00	0.00	2,100.00	0.00	0.00	45,723.00
0166	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	120.00	0.00	0.00	0.00	0.00	38,120.00
0167	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	360.00	0.00	0.00	0.00	0.00	43,623.00
0168	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	300.00	0.00	2,100.00	0.00	500.00	46,163.00
0169	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	540.00	0.00	2,100.00	0.00	500.00	46,403.00
0170	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	300.00	0.00	600.00	0.00	0.00	44,163.00
0171	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	360.00	0.00	2,100.00	0.00	500.00	46,223.00
0172	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	180.00	0.00	0.00	0.00	0.00	38,180.00
0173	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00

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								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0174	113	DEPUTY SHERIFF STEP II				39,330.00	39,330.00	120.00	0.00	3,600.00	0.00	500.00	43,550.00
0175	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	420.00	0.00	2,700.00	0.00	500.00	46,883.00
0176	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	420.00	0.00	600.00	0.00	0.00	44,283.00
0177	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	240.00	0.00	2,700.00	0.00	0.00	46,203.00
0178	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	240.00	0.00	2,700.00	0.00	500.00	46,703.00
0179	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	240.00	0.00	0.00	0.00	0.00	38,240.00
0180	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	120.00	0.00	3,600.00	0.00	500.00	42,220.00
0181	113	ACCOUNTANT II	10	4	41,006.00	41,006.00	41,006.00	1,560.00	0.00	0.00	0.00	0.00	42,566.00
0182	113	MECHANIC IV	10	3	39,707.00	39,707.00	39,940.00	720.00	0.00	0.00	0.00	0.00	40,660.00
0183	113	MECHANIC IV	10	3	39,707.00	39,707.00	39,940.00	0.00	0.00	0.00	0.00	0.00	39,940.00
0184	113	MECHANIC IV	10	3	39,707.00	39,707.00	39,940.00	360.00	0.00	0.00	0.00	0.00	40,300.00
0185	113	MECHANIC IV	10	3	39,707.00	39,707.00	39,940.00	480.00	0.00	0.00	0.00	0.00	40,420.00
0186	113	MECHANIC IV	10	3	39,707.00	39,707.00	39,940.00	0.00	0.00	0.00	0.00	0.00	39,940.00
0187	113	MECHANIC IV	10	3	39,707.00	39,707.00	39,940.00	0.00	0.00	0.00	0.00	0.00	39,940.00
0188	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	240.00	0.00	0.00	0.00	0.00	38,240.00
0189	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	300.00	0.00	4,200.00	0.00	0.00	46,300.00
0190	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	240.00	0.00	2,700.00	0.00	500.00	45,240.00
0191	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	240.00	0.00	3,600.00	0.00	500.00	46,140.00
0192	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	240.00	0.00	0.00	0.00	0.00	38,240.00
0193	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	600.00	0.00	3,000.00	0.00	0.00	45,400.00
0194	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00
0195	113	DEPUTY SHERIFF STEP II				39,330.00	39,330.00	120.00	0.00	3,300.00	0.00	0.00	42,750.00
0196	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	180.00	0.00	3,600.00	0.00	0.00	45,580.00
0197	113	DEPUTY SHERIFF STEP II				39,330.00	39,330.00	180.00	0.00	3,600.00	0.00	500.00	43,610.00
0198	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	240.00	0.00	3,300.00	0.00	500.00	45,840.00

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								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0199	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	480.00	0.00	0.00	0.00	0.00	38,480.00
0200	113	DEPUTY SHERIFF STEP II				39,330.00	39,330.00	180.00	0.00	1,200.00	0.00	0.00	40,710.00
0201	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	180.00	0.00	3,000.00	0.00	0.00	44,980.00
0202	113	DEPUTY SHERIFF STEP II				39,330.00	39,330.00	180.00	0.00	1,800.00	0.00	0.00	41,310.00
0203	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	180.00	0.00	3,300.00	0.00	500.00	45,780.00
0204	113	DEPUTY SHERIFF STEP II				39,330.00	39,330.00	660.00	0.00	3,300.00	0.00	500.00	43,790.00
0205	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	240.00	0.00	0.00	0.00	0.00	38,240.00
0206	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	120.00	0.00	0.00	0.00	0.00	38,120.00
0207	113	DEPUTY SHERIFF STEP II				39,330.00	39,330.00	180.00	0.00	0.00	0.00	0.00	39,510.00
0208	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	240.00	0.00	1,800.00	0.00	0.00	43,840.00
0209	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	420.00	0.00	2,100.00	0.00	500.00	44,820.00
0210	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	180.00	0.00	0.00	0.00	0.00	41,980.00
0211	113	DEPUTY SHERIFF				36,480.00	36,480.00	300.00	0.00	0.00	0.00	0.00	36,780.00
0212	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	420.00	0.00	2,100.00	0.00	500.00	44,820.00
0213	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	300.00	0.00	2,100.00	0.00	500.00	44,700.00
0214	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	300.00	0.00	0.00	0.00	0.00	42,100.00
0215	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	360.00	0.00	1,200.00	0.00	0.00	44,823.00
0216	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	360.00	0.00	1,800.00	0.00	0.00	43,960.00
0217	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00
0218	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	360.00	0.00	0.00	0.00	0.00	38,360.00
0219	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	420.00	0.00	1,800.00	0.00	0.00	44,020.00
0220	113	DEPUTY SHERIFF STEP II				39,330.00	39,330.00	180.00	0.00	0.00	0.00	0.00	39,510.00
0221	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	420.00	0.00	0.00	0.00	0.00	38,420.00
0222	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	180.00	0.00	0.00	0.00	0.00	41,980.00
0223	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00

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SHERIFF

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0224	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	900.00	0.00	1,200.00	0.00	0.00	40,100.00
0225	113	DEPUTY SHERIFF STEP II				39,330.00	39,330.00	180.00	0.00	0.00	0.00	0.00	39,510.00
0226	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	240.00	0.00	0.00	0.00	0.00	38,240.00
0227	113	DEPUTY SHERIFF STEP II				39,330.00	39,330.00	120.00	0.00	0.00	0.00	0.00	39,450.00
0228	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	360.00	0.00	0.00	0.00	0.00	38,360.00
0229	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	240.00	0.00	0.00	0.00	0.00	38,240.00
0230	113	DEPUTY SHERIFF STEP II				39,330.00	39,330.00	180.00	0.00	0.00	0.00	0.00	39,510.00
0231	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	120.00	0.00	3,900.00	0.00	500.00	42,520.00
0232	113	DEPUTY SHERIFF STEP II				39,330.00	39,330.00	180.00	0.00	3,000.00	0.00	500.00	43,010.00
0233	113	DEPUTY SHERIFF STEP II				39,330.00	39,330.00	180.00	0.00	1,800.00	0.00	0.00	41,310.00
0234	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	420.00	0.00	1,200.00	0.00	0.00	39,620.00
0235	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	120.00	0.00	0.00	0.00	0.00	38,120.00
0236	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	300.00	0.00	0.00	0.00	0.00	38,300.00
0237	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	240.00	0.00	0.00	0.00	0.00	38,240.00
0238	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	180.00	0.00	0.00	0.00	0.00	38,180.00
0239	113	DEPUTY SHERIFF				36,480.00	36,480.00	420.00	0.00	0.00	0.00	0.00	36,900.00
0240	113	CRIMINAL INTELLIGENCE RESEARCH ANALY	9	2	35,563.00	35,563.00	35,563.00	360.00	0.00	0.00	0.00	500.00	36,423.00
0241	113	EVIDENCE TECHNICIAN	9	1	34,360.00	34,360.00	34,834.00	600.00	0.00	0.00	0.00	500.00	35,934.00
0242	113	EVIDENCE TECHNICIAN	9	1	34,360.00	34,360.00	34,834.00	360.00	0.00	0.00	0.00	500.00	35,694.00
0243	113	HUMAN RESOURCES SPECIALIST II	8	2	32,929.00	32,929.00	33,141.00	360.00	0.00	0.00	0.00	0.00	33,501.00
0244	113	COMMUNICATIONS OFFICER	7	3	31,520.00	31,520.00	31,855.00	540.00	0.00	0.00	0.00	0.00	32,395.00
0245	113	COMMUNICATIONS OFFICER	7	3	31,520.00	31,520.00	31,855.00	660.00	0.00	0.00	0.00	0.00	32,515.00
0246	113	COMMUNICATIONS OFFICER	7	3	31,520.00	31,520.00	31,855.00	0.00	0.00	0.00	0.00	0.00	31,855.00
0247	113	QUARTER MASTER	8	1	31,815.00	31,815.00	31,815.00	540.00	0.00	0.00	0.00	0.00	32,355.00
0248	113	ADMINISTRATIVE ASSISTANT III	8	2	32,929.00	32,929.00	33,075.00	1,140.00	0.00	0.00	0.00	0.00	34,215.00

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								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0249	113	ACCOUNTANT I	8	1	31,815.00	31,815.00	31,815.00	0.00	0.00	0.00	0.00	0.00	31,815.00
0250	113	COMMUNICATIONS OFFICER	7	1	29,458.00	29,458.00	29,458.00	0.00	0.00	0.00	0.00	0.00	29,458.00
0251	113	COMMUNICATIONS OFFICER	7	2	30,489.00	30,489.00	30,489.00	0.00	0.00	0.00	0.00	0.00	30,489.00
0252	113	COMMUNICATIONS OFFICER	7	2	30,489.00	30,489.00	30,489.00	540.00	0.00	0.00	0.00	0.00	31,029.00
0253	113	COMMUNICATIONS OFFICER	7	2	30,489.00	30,489.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0254	113	COMMUNICATIONS OFFICER	7	2	30,489.00	30,489.00	30,489.00	0.00	0.00	0.00	0.00	0.00	30,489.00
0255	113	COMMUNICATIONS OFFICER	7	2	30,489.00	30,489.00	30,489.00	0.00	0.00	0.00	0.00	0.00	30,489.00
0256	113	COMMUNICATIONS OFFICER	7	2	30,489.00	30,489.00	30,489.00	0.00	0.00	0.00	0.00	0.00	30,489.00
0257	113	COMMUNICATIONS OFFICER	7	2	30,489.00	30,489.00	30,489.00	1,020.00	0.00	0.00	0.00	0.00	31,509.00
0258	113	COMMUNICATIONS OFFICER	7	1	29,458.00	29,458.00	29,458.00	0.00	0.00	0.00	0.00	0.00	29,458.00
0259	113	COMMUNICATIONS OFFICER	7	2	30,489.00	30,489.00	30,489.00	0.00	0.00	0.00	0.00	0.00	30,489.00
0260	113	COMMUNICATIONS OFFICER	7	1	29,458.00	29,458.00	29,458.00	0.00	0.00	0.00	0.00	0.00	29,458.00
0261	113	COMMUNICATIONS OFFICER	7	2	30,489.00	30,489.00	30,489.00	600.00	0.00	0.00	0.00	0.00	31,089.00
0262	113	COMMUNICATIONS OFFICER	7	2	30,489.00	30,489.00	30,489.00	0.00	0.00	0.00	0.00	0.00	30,489.00
0263	113	COMMUNICATIONS OFFICER	7	2	30,489.00	30,489.00	30,489.00	420.00	0.00	0.00	0.00	0.00	30,909.00
0264	113	COMMUNICATIONS OFFICER	7	2	30,489.00	30,489.00	30,489.00	0.00	0.00	0.00	0.00	0.00	30,489.00
0265	113	COMMUNICATIONS OFFICER	7	2	30,489.00	30,489.00	30,489.00	0.00	0.00	0.00	0.00	0.00	30,489.00
0266	113	COMMUNICATIONS OFFICER	7	2	30,489.00	30,489.00	30,489.00	0.00	0.00	0.00	0.00	0.00	30,489.00
0267	113	COMMUNICATIONS OFFICER	7	1	29,458.00	29,458.00	29,458.00	0.00	0.00	0.00	0.00	0.00	29,458.00
0268	113	COMMUNICATIONS OFFICER	7	1	29,458.00	29,458.00	29,458.00	0.00	0.00	0.00	0.00	0.00	29,458.00
0269	113	COMMUNICATIONS OFFICER	7	2	30,489.00	30,489.00	30,489.00	0.00	0.00	0.00	0.00	0.00	30,489.00
0270	113	COMMUNICATIONS OFFICER	7	2	30,489.00	30,489.00	30,489.00	360.00	0.00	0.00	0.00	0.00	30,849.00
0272	113	ADMINISTRATIVE ASSISTANT II	6	5	31,096.00	31,096.00	31,096.00	540.00	0.00	0.00	0.00	500.00	32,136.00
0273	113	ASSISTANT QUARTER MASTER	7	1	29,458.00	29,458.00	29,458.00	540.00	0.00	0.00	0.00	0.00	29,998.00
0274	113	ADMINISTRATIVE ASSISTANT I	4	5	26,657.00	26,657.00	26,737.00	1,200.00	0.00	0.00	0.00	0.00	27,937.00

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								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0275	113	ADMINISTRATIVE ASSISTANT I	4	5	26,657.00	26,657.00	26,737.00	720.00	0.00	0.00	0.00	0.00	27,457.00
0276	113	ADMINISTRATIVE ASSISTANT I	4	5	26,657.00	26,657.00	26,737.00	1,080.00	0.00	0.00	0.00	0.00	27,817.00
0277	113	ADMINISTRATIVE ASSISTANT I	4	5	26,657.00	26,657.00	26,737.00	720.00	0.00	0.00	0.00	0.00	27,457.00
0278	113	ADMINISTRATIVE ASSISTANT I	4	5	26,657.00	26,657.00	26,737.00	1,200.00	0.00	0.00	0.00	0.00	27,937.00
0279	113	ADMINISTRATIVE ASSISTANT I	4	4	25,839.00	25,839.00	26,084.00	840.00	0.00	0.00	0.00	0.00	26,924.00
0280	113	ADMINISTRATIVE ASSISTANT I	4	4	25,839.00	25,839.00	26,084.00	780.00	0.00	0.00	0.00	0.00	26,864.00
0281	113	ADMINISTRATIVE ASSISTANT I	4	4	25,839.00	25,839.00	26,084.00	720.00	0.00	0.00	0.00	0.00	26,804.00
0282	113	ADMINISTRATIVE ASSISTANT I	4	4	25,839.00	25,839.00	26,084.00	0.00	0.00	0.00	0.00	0.00	26,084.00
0283	113	ADMINISTRATIVE ASSISTANT I	4	4	25,839.00	25,839.00	26,084.00	0.00	0.00	0.00	0.00	0.00	26,084.00
0284	113	ADMINISTRATIVE ASSISTANT I	4	4	25,839.00	25,839.00	26,084.00	360.00	0.00	0.00	0.00	0.00	26,444.00
0285	113	ADMINISTRATIVE ASSISTANT I	4	0	22,216.00	22,216.00	22,216.00	0.00	0.00	0.00	0.00	0.00	22,216.00
0287	113	CUSTODIAN II	3	2	22,411.00	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0288	113	ADMINISTRATIVE ASSISTANT I	4	3	25,021.00	25,021.00	25,021.00	0.00	0.00	0.00	0.00	0.00	25,021.00
0289	113	ADMINISTRATIVE ASSISTANT I	4	0	22,216.00	22,216.00	23,152.32	0.00	0.00	0.00	0.00	0.00	23,152.32
0290	113	ADMINISTRATIVE ASSISTANT I	4	3	25,021.00	25,021.00	25,021.00	0.00	0.00	0.00	0.00	0.00	25,021.00
0291	113	ADMINISTRATIVE ASSISTANT I	4	3	25,021.00	25,021.00	25,021.00	0.00	0.00	0.00	0.00	0.00	25,021.00
0292	113	ADMINISTRATIVE ASSISTANT I	4	3	25,021.00	25,021.00	25,021.00	0.00	0.00	0.00	0.00	0.00	25,021.00
0293	113	ADMINISTRATIVE ASSISTANT I	4	3	25,021.00	25,021.00	25,021.00	0.00	0.00	0.00	0.00	0.00	25,021.00
0294	113	CUSTODIAN II	3	2	22,411.00	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0295	113	CUSTODIAN II	3	2	22,411.00	22,411.00	22,411.00	360.00	0.00	0.00	0.00	0.00	22,771.00
0296	113	CUSTODIAN II	3	2	22,411.00	22,411.00	22,411.00	360.00	0.00	0.00	0.00	0.00	22,771.00
0297	113	CUSTODIAN II	3	2	22,411.00	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
G313	113	CRIME VICTIM LIASON	10	2	38,408.00	8,427.00	8,427.00	600.00	0.00	0.00	0.00	0.00	9,027.00
0327	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	120.00	0.00	0.00	0.00	0.00	38,120.00
0328	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	360.00	0.00	600.00	0.00	0.00	44,223.00

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								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0329	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	300.00	0.00	600.00	0.00	0.00	44,163.00
0330	113	CRIMINAL INTELLIGENCE RESEARCH ANALY	9	2	35,563.00	35,563.00	35,563.00	0.00	0.00	0.00	0.00	500.00	36,063.00
0331	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	180.00	0.00	0.00	0.00	0.00	38,180.00
0332	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	120.00	0.00	0.00	0.00	0.00	38,120.00
0333	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	180.00	0.00	0.00	0.00	0.00	38,180.00
0334	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	120.00	0.00	2,100.00	0.00	0.00	40,220.00
0335	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	180.00	0.00	0.00	0.00	0.00	38,180.00
0336	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	120.00	0.00	3,300.00	0.00	500.00	41,920.00
0337	113	DEPUTY SHERIFF STEP II				39,330.00	39,330.00	120.00	0.00	0.00	0.00	0.00	39,450.00
0338	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	0.00	0.00	0.00	0.00	0.00	38,000.00
0339	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	420.00	0.00	1,500.00	0.00	0.00	43,720.00
0340	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	300.00	0.00	2,100.00	0.00	500.00	44,700.00
0341	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	300.00	0.00	0.00	0.00	0.00	42,100.00
0342	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	180.00	0.00	2,100.00	0.00	500.00	44,580.00
0343	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	420.00	0.00	2,100.00	0.00	500.00	44,820.00
0344	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	360.00	0.00	2,100.00	0.00	500.00	44,760.00
0345	113	DEPUTY SHERIFF				36,480.00	36,480.00	240.00	0.00	0.00	0.00	0.00	36,720.00
0346	113	ADMINISTRATIVE ASSISTANT II	6	1	27,276.00	27,276.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0347	113	ADMINISTRATIVE ASSISTANT II	6	1	27,276.00	27,276.00	27,276.00	780.00	0.00	0.00	0.00	0.00	28,056.00
					2,444,204.00	12,962,321.00	12,911,179.32	143,220.00	0.00	386,100.00	0.00	52,000.00	13,492,499.32

Approval to transfer employee no. 087076 from the Courthouse Security to Sheriffs Office, slot no. 0005, as per section 3.49 of the Civil Service Commission Rules pending CC approval.

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Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	

Approval to transfer employee no. 060658 from Sheriffs Office to the Courthouse Security, slot no. 0108, as per section 3.49 of the Civil Service Commission Rules pending CC approval.

***** Positions adhere to Law Enforcement Grade and Step Pay Plan.**

AI-24074 **15.A.**

Approval of Payment for 10th Street Extension Project - Pedro & Josefa Cardona

CC REGULAR

Date:	11/30/2010
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

Consideration and approval to purchase a certain tract of land described as Parcel # 17 for the 10th Street Extension Project - Pedro & Josefa Cardona.

BACKGROUND

Mr. Pedro Cardona is deceased and the property information has already been updated to reflect Mrs. Cardona's name only.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1336-431-00-124-030-0-711

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

BUDGETARY IMPACT:

Available funds as of 11/24/10. (Hidalgo County - 76% of cost)

FISCAL YEAR: 2010 **ACCT. #:** 0-1336-126-30-000-000-0-000

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

BUDGETARY IMPACT:

Available balance as of 11/24/10. (City of Edinburg - 24% of cost)

Attachments

Link: Parcel 17

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/22/2010 09:22 AM	APRV
2	Olga Garza	Olga Garza	11/24/2010 02:40 PM	APRV
3	Auditor's Office		11/24/2010 05:00 PM	NEW

Form Started By: Sandra Garcia Started On: 11/19/2010 03:43 PM

Final Approval Date: 11/24/2010

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

Jose N. Peña
Director

MEMO

TO: Commissioner's Court

FROM: Jaime Salinas,
Hidalgo County Right of Way Department

TE: October 14, 2010

RE: 10th Street Extension Road Project (Parcel # 17)
Pedro and wife Josefa Cardona

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

Appraised Value:	$ 8,181.00
Settlement Request:	$ 10,000.00
Difference to Landowner	$ 1,819.00

Commissioners Court Executive Session October 19, 2010

Approved; _____ 10/19/10

Not Approved; _____

2401 N. MOOREFIELD ROAD ★ MISSION, TEXAS 78572 ★ PH# (956) 283-8134 ★ FAX (956) 283-8402

October 14, 2010

Dear Mr. Salinas,

This letter is in the response to the offer made for the property to be acquired for the right of way purposes of the improvements for the 10th Street Extension Project.

I would like to negotiate the offer made of $8,181.00 for the partial property needed for the improvements to $10,000.00. Please take this into consideration as this piece of property will be making a big difference in the driveway into my house and the noise level will definitely be increasing.

Thank you,

Josefa Cardona

Josefa Cardona

956-287-0722

956-289-8084

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENCE NUMBER.
Chapter 11, Sec. 11.008 Texas Property Code

10th Street Extension
Parcels: # 17
RIGHT-OF-WAY DEED

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

That I, Josefa Cardona, of the County of Hidalgo, State of Texas, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Thousand and No/100ths Dollars ($10,000.00) and other good and valuable consideration to Grantor in hand paid by the County of Hidalgo, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Give and Convey unto the County of Hidalgo all that certain tract or parcel of land in Hidalgo County, Texas, more particularly described in Exhibits "A", which is attached hereto and incorporated herein for any and all purposes.

Grantor reserve all of the oil, gas and sulphur in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same, however, nothing in this reservation shall affect the title and rights of the County to take and use all other minerals and materials thereon, therein and thereunder.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the County of Hidalgo and its assigns forever; and Grantors do hereby bind themselves, their heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the County of Hidalgo and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the 23rd day of November 2010.

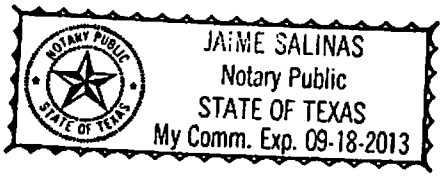
Josefa Cardona
Josefa Cardona

ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Josefa Cardona, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 23rd day of November, 2010.



Notary Public, State of Texas

COUNTY: HIDALGO

HIGHWAY: 10TH STREET EXTENSION

PROJECT LIMITS: FM 107 TO MONTE CRISTO ROAD (FM 1925)

GRANTORS: PEDRO CARDONA and wife JOSEFA CARDONA

FIELD NOTES FOR PARCEL - 17

Being a 0.26 (11,417 square feet) acre tract of land, more or less, out of a 14.46-acre tract of land out of Lot 14, Section 238, Texas-Mexican Railway Company's Survey, Hidalgo County, Texas, as recorded in Volume 1, Page 12, Map Records, Hidalgo County, Texas. Said 14.46-acre tract of land is vested to Pedro Cardona and wife Josefa Cardona by virtue of a Warranty Deed dated January 13, 1992, as recorded in Volume 3192, Page 722, Official Records, Hidalgo County, Texas. Said 0.26 (11,417 square feet) acre tract of land being more particularly described by metes and bounds as follows;

COMMENCING at the Northeast corner of Lot 14, Section 238, Texas-Mexican Railway Company's Survey, Hidalgo County, Texas, as recorded in Volume 1, Page 12, Map Records, Hidalgo County, Texas, **THENCE**, S 09° 05' 00" W, a distance of 866.00 to a point on the East line of Lot 14, **THENCE**, N 80° 55' 00" W, a distance of 100.00 feet to the Northeast corner and the **POINT OF BEGINNING** of said tract herein described; with grid coordinates of X=1,079,581.43 and Y=16,640,572.84. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English Units.

THENCE, S 09° 05' 00" W, parallel to the East line of Lot 14, for a distance of 516.33 feet to a point on the South line of Lot 14, for the Southeast corner of said tract herein described;

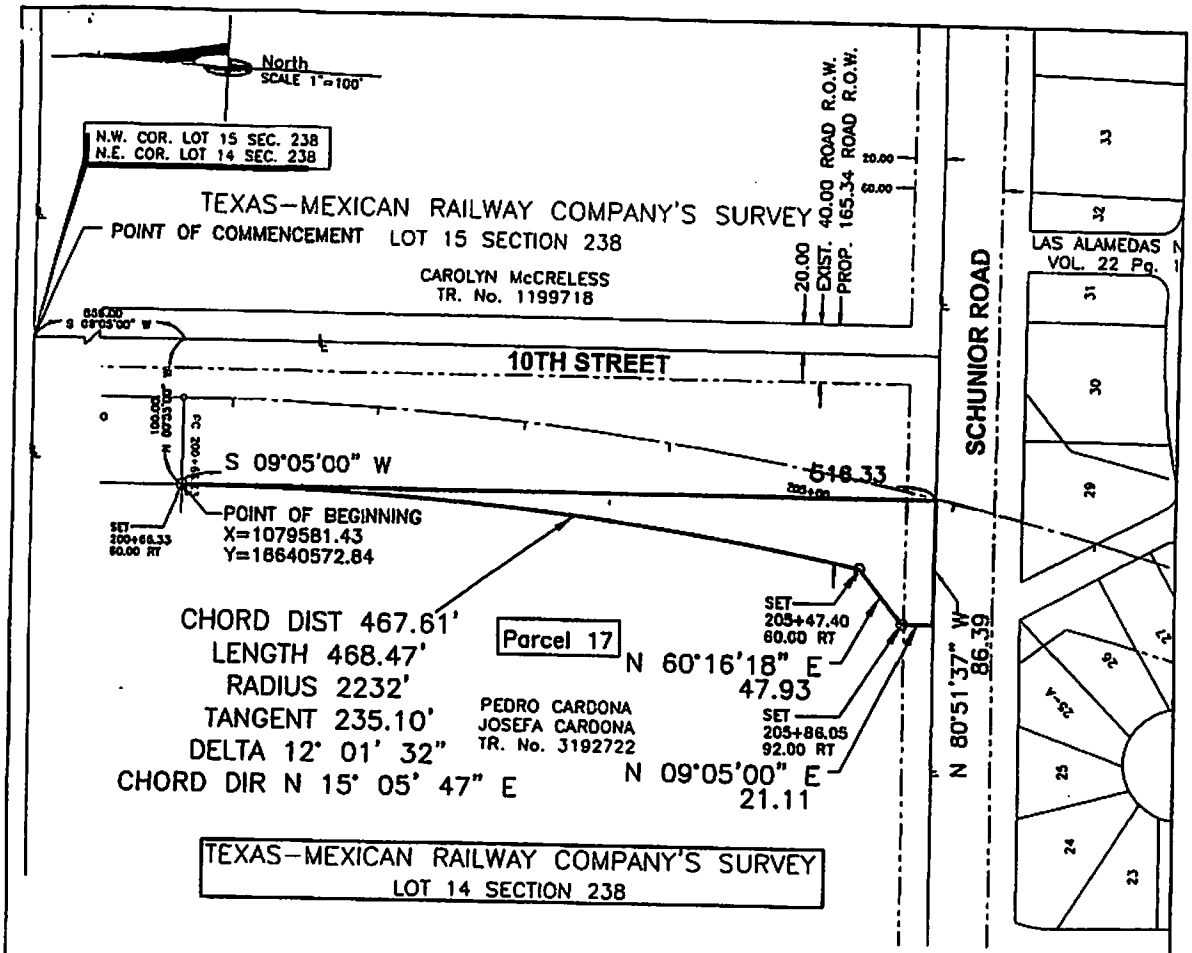
THENCE, N 80° 51' 37" W, along the South line of Lot 14, for a distance of 86.39 feet to a point on the South line of Lot 14, for the Southwest corner of said tract herein described;

THENCE, N 09° 05' 00" E, parallel to the East line of Lot 14, for a distance of 21.11 feet to a No. 4 rebar with an orange plastic cap marked "TEDSI" set for an external corner of said tract herein described;

THENCE, N 60° 16' 18" E, for a distance of 47.93 feet to a No. 4 rebar with an orange plastic cap marked "TEDSI" set for an internal corner of said tract herein described;

THENCE, In a Northeasterly direction with the proposed West Right-of-Way of said 10th Street and with the line of said curve to the left with an arc angle of 12° 01' 32", a radius of 2,232.00 feet, a tangent of 235.10 feet, a curve length of 468.47 feet, a chord that bears N 15° 05' 47" E and a chord length of 467.61 feet to the **POINT OF BEGINNING** and containing 0.26 (11,417 square feet) acres of land, of which 0.04 of an acre lies in the existing 10th Street Right-of-Way and leaving a **PROPOSED NET TAKING** of 0.22 of an acre of land, more or less.

EXHIBIT "A" 1 of 3



SURVEY PLAT OF
PARCEL 17
BEING A 0.26-ACRE TRACT OF LAND
OUT OF LOT 14, SECTION 238,
TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY,
HIDALGO COUNTY, TEXAS,
VOL. 1, PG. 12, H.C.M.R.

Notes:
1. Set indicates (1/2 inch Iron Rod) No. 4 rebar with a plastic cap marked "TEDSI".
2. Survey line locations are approximate and based on best available evidence.
3. A field note description of same date accompanies this plat.

The undersigned hereby certifies that this survey was made on the ground, and that the only improvements are as shown, and that there are no visible encroachments, visible overlapping, visible easements or apparent conflicts except as shown hereon.

This survey substantially conforms to the Minimum Standards of Practice as approved by the Texas Board of Professional Land Surveyors.

Parcel 17

Total Acreage: 14.46 ac.
To be Acquired: 0.26 ac.
Exist. Road R.O.W.: 0.04 ac.
Proposed Net Taking: 0.22 ac.
Remainder Left: 14.20 ac.
Document:

OWNER: Pedro Cardona and wife Josefa Cardona by virtue of a Warranty Deed dated January 13, 1992, as recorded in Volume 3192, Page 722, Official Records, Hidalgo County, Texas.

DESCRIPTION: Being a 0.26 acre tract of land, more or less, out of Lot 14, Section 238, Texas Mexican Railway Company's Survey, Hidalgo County, Texas, according to the map thereof recorded in Volume 1, Page 12, Map Records, Hidalgo County, Texas.

STATE OF TEXAS
REGISTERED
MARK W. LUPHER
4637
PROFESSIONAL
LAND SURVEYOR

MARK W. LUPHER RPLS #4837

DATE: 12.28.05

TEDSI INFRASTRUCTURE GROUP
TEDSI
Consulting Engineers
1321 E Expressway 83 Mission, Texas 78572
(956) 424-7878

EXHIBIT
"A"
3 of 3

AI-24146 **16.A.**

BCAP - Interlocal Cooperative Agreement between The City of Alton and County of Hidalgo - Dude Hill No.1 Precinct No.3

CC REGULAR

Date:	11/30/2010
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Colonia Access Program **Sub-category:** CAP Pct.3

Information

CAPTION

Presentation for acceptance and approval of Interlocal Cooperation Agreement between the City of Alton, Texas and County of Hidalgo in connection with the Border Colonia Access Program Project for the following project(s): Israel Avenue (Leda Lane) within Dude Hill No. 1 Subdivision.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1312-431-00-123-234-0-841/733

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

BUDGETARY IMPACT:

Available funds in obj 733 as of 11/24/10 is $28,335.00.
Available funds in obj 841 pending CC approval (AI - 24145) is $46,286.09.

Attachments

Link: Interlocal Agreement Between The City of Alton and County of Hidalgo Dude Hill No.1 Subdivision

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	11/24/2010 09:21 AM	APRV
2	Budget & Management	Erika Zamora	11/24/2010 09:50 AM	APRV
3	Perla Lopez	Perla Lopez	11/24/2010 10:43 AM	APRV
4	Auditor's Office		11/24/2010 05:00 PM	NEW

Form Started By: Marcie Jackson Started On: 11/23/2010 04:15 PM

Final Approval Date: 11/24/2010

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF ALTON, TEXAS AND COUNTY OF HIDALGO, TEXAS

THIS Agreement is made on this the ____ day of _____, 2010, by and between the **CITY OF ALTON, TEXAS** hereinafter referred to as "City", and the **COUNTY OF HIDALGO, TEXAS,** hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, City is a home rule municipality located in Hidalgo County, Texas:

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

WHEREAS, City and County, each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements of certain public roadways within their boundaries, and are desirous that the necessary improvements be done to expand and improve certain roads providing access to various Colonias within the City and the County;

WHEREAS, the County is eligible to receive TXDOT 3rd Call Border Colonia Access Program Funding (the "Border Program") for eligible roadway improvements to Colonias;

WHEREAS, the Border Colonia Access Program allows for improvement of roads within the corporate limits of City that are identified and included in the Texas Water Development Board Economically Distressed Areas Program;

WHEREAS, City and County, through the Border Colonia Access Program have designated Israel Avenue (Leda Lane) within the Dude Hill No.1 Subdivision (collectively the "Road(s)") located within the City Limits for improvements including reconstruction and repaving of the Roads (collectively the "Work");

WHEREAS, the Roads qualifies for inclusion in the Texas Water Development Board Economically Distressed Areas Program;

WHEREAS, the "Border Program" allows for the improvement of roads within the corporate limits of the City that are identified and included in the Texas Water Developmental Broad Economically Distressed Areas Program;

WHEREAS, County has determined that the County will receive benefit from improvements to the Roads;

WHEREAS, City and County have agreed to cooperate in the improvements to the Roads as further described herein;

WHEREAS, City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., (the "Act") which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act, and pursuant to the County Road and Bridge Act which authorizes counties to improve roadways within the limits of a city with the city's consent.

WHEREAS, City, pursuant to Tex. Trans. Code Section 251.012, authorizes County to perform the work described herein.

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

1. The parties agree to make improvements to the Roads as further described in this Agreement.

2. County, at its sole cost and expense shall, through an independent contractor, contract for improvements to the Roads in amounts not to exceed Forty-Six Thousand Two Hundred Eighty-Six Dollars and Nine Cents ($46,286.09) for street improvements and Twenty-Eight Thousand Three Hundred Thirty-Five Dollars and Zero Cents ($28,335.00) for drainage improvements for Dude Hill Subdivision. (Except for utility adjustments described in numbered paragraph 4 herein).

3. City agrees to reimburse the County for any non-eligible Border Program improvements for the Roads and necessary drainage and to make such reimbursements within (15) days of receipt of such invoices by City from County.

4. City shall, at its sole cost and expense, make any adjustments to utilities which may be necessary for the construction of the Road improvements and that lie within the City's corporate limits.

5. County and City will coordinate work schedules in order to provide for minimal disruption of traffic and operation of the Roads, and will use their best efforts to complete the improvements within two hundred and seventy (270) days of the execution of this Agreement.

6. The City agrees to provide manpower at city's sole expense as requested by the County upon need.

7. Upon completion of the Work described herein, the parties agree the City shall be responsible for the maintenance of the Roads as long as the Roads remains within the city limits and the County shall have no obligation whatsoever for future improvements or maintenance of the Roads.

8. **Conflict with Applicable Law**. Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any (applicable law,) present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but only in such event necessary to bring them within the legal requirements and during the time such conflicts exists.

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

10. **Entire Agreement**. This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representation or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City and County, and not otherwise.

11. **Texas Law to Apply**. This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to City:	City of Alton Attention: Salvador Vela, Mayor 509 S. Alton Blvd Alton, TX 78573
If to County:	County of Hidalgo Attention: Ramon Garcia, County Judge P.O. Box 758 Edinburg TX 78540-0758

With Copy to: Commissioner, Precinct 3
Joe M. Flores
724 North Breyfogle
P O Box 607
Mission, TX 78572

Colonia Access Program Director
Attention: Agapito Vargas
301 East State
Pharr, TX 78577

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

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

14. **Successors**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement

15. **Assignment**. This Agreement shall not be assignable.

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

17. **Gender and Number**. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

18. **Authority to Execute**. The execution and performance of this Agreement by each of the parties have been duly authorized by all necessary laws, resolutions, ordinances or government body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in Accordance with its terms.

19. **Governmental Purpose**. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

20. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon thirty (30) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the 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 each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. 271.903.

21. **Severability**. Should any phrase, clause, sentence or section of this Agreement be judicially declared to be invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and such part of this Agreement will be deemed to have been stricken herefrom and the remainder of this Agreement will have the same force and effect as if such part or parts had never been included herein.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

THE CITY OF ALTON

_____
Salvador Vela, Mayor

ATTEST:

_____
Baudelia Rojas, City Secretary

COUNTY OF HIDALGO

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVE AS TO FORM:

ATLAS & HALL, LLP

_____
By: Stephen Crain

AI-24116 **17.A.**

RMA

CC REGULAR

Date:	11/30/2010
Submitted By:	Sylvia Sanchez, DRAINAGE DISTRICT
Submitted For:	Sylvia Sanchez
Department:	DRAINAGE DISTRICT
Agenda Category:	Precinct #4

Information

CAPTION

Discussion and action on Transportation Project and Pledge Agreement with the Hidalgo County Regional Mobility Authority.

BACKGROUND

Fiscal Impact

Attachments

Link: resolution

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/23/2010 10:49 AM	APRV
2	Perla Lopez	Perla Lopez	11/24/2010 10:02 AM	APRV
3	Auditor's Office		11/24/2010 05:00 PM	NEW

Form Started By: Sylvia Sanchez — Started On: 11/23/2010 10:33 AM

Final Approval Date: 11/24/2010

TRANSPORTATION PROJECT AND PLEDGE AGREEMENT

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This Transportation Project and Pledge Agreement (this *"Agreement")* is entered into as of the ____ day of _____, 2010. between HIDALGO COUNTY, TEXAS (the *"County"),* a political subdivision of the State of Texas, and the HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY (the *"Authority"),* a regional mobility authority existing under Chapter 370 of the Texas Transportation Code and political subdivision of the State of Texas.

RECITALS

WHEREAS, the County petitioned the Texas Transportation Commission (the *"Commission")* for authorization to form the Authority pursuant to the provisions of the Texas Transportation Code; and

WHEREAS, the Commission authorized the creation of the Authority on November 17, 2005; and

WHEREAS, the Authority now operates pursuant to, among other statutory provisions, Chapters 370, 222 and 502, Texas Transportation Code, and the corresponding Commission regulations, policies and procedures, as amended from time to time (collectively, the *"Authorizing Law");* and

WHEREAS, the County, pursuant to Section 502.1725, Texas Transportation Code, adopted an order authorizing the adoption and implementation of an Optional Vehicle Registration Fee in the amount of $10.00 effective January 1,2008 (the *"Vehicle Fee");* and

WHEREAS, the Authorizing Law requires that the County remit the revenue from the Vehicle Fee to the Authority to fund long-term transportation projects in the County; and

WHEREAS, it has been determined that such long-term transportation projects (the *"Projects"),* as further described herein, will benefit the County and its residents through improved mobility, increased safety, enhanced economic development, and expansion of the tax base which will result in increased revenues to support the County and the provision of services to residents; and

WHEREAS, on December 18, 2007, the County authorized the pledge of the $10.00 Vehicle Fee by the Authority and committed not to rescind such fee until the occurrence of certain events and the Authority pledged such fee for the repayment of that certain Credit Agreement by and between the Authority and First National Bank dated June 1, 2008 and

amended October 1, 2009, (the "Credit Agreement"); and

WHEREAS, the Authority, on its own or through an entity created by the Authority, intends to issue debt with a maximum repayment term of no more than 40 years in one or more lawful forms, including but not limited to bonds or other obligations, to obtain financing necessary to develop the Projects and to satisfy any outstanding obligation under the Credit Agreement; and

WHEREAS, pursuant to the Authorizing Law, the County is authorized to enter into this Agreement with the Authority to acquire, construct and maintain the Projects;

NOW, THEREFORE, for and in consideration of the respective promises and mutual covenants and benefits hereinafter set forth, the Authority and the County agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. Throughout this Agreement, the following terms and expressions as used herein shall have the meanings set forth below, unless the context clearly indicates otherwise:

"Bonds" or "Vehicle Registration Fee Revenue Bonds" shall mean one or more series of bonds issued by the Authority pursuant to this Agreement and the Bond Resolutions.

"Pledged Vehicle Fee Revenues" shall mean 100% of the funds collected by the County and the State of Texas from the levy of the Vehicle Fee, pursuant to Authorizing Law, without deduction, offset, or credit for any administrative charges or expenses incurred by the County or the Authority in connection with the levy and collection of the Vehicle Fee.

"Project" shall mean the acquisition, construction and maintenance of any Authority Project, as approved by the Authority from time to time, and related improvements.

"Resolution" shall mean the resolution authorizing the issuance of the Bonds.

Section 1.02. Interpretations. All terms defined herein and all pronouns used in this Agreement shall be deemed to apply equally to singular and plural and to all gender. The titles and headings of the articles and sections of this Agreement have been inserted for convenience and shall not in any way modify or restrict any of the terms and provisions hereof. This Agreement and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein.

ARTICLE II

SERVICES TO BE PROVIDED

Section 2.01. Construction of the Project. The Authority agrees to develop all engineering

plans, specifications, and details required for the implementation of the Project. The Authority further agrees to contract with all individuals or entities necessary to complete the Project in accordance with the engineering plans, specifications, and other construction documents.

Section 2.02. Maintenance of the Project. Upon full and final completion of the Project, the Authority agrees to maintain the Project in a reasonably prudent manner. Pursuant to this Agreement and notwithstanding any other provision herein, the County shall not have any obligation to maintain the Project and all obligations and liabilities with respect to the Project shall be the responsibility of the Authority.

Section 2.03. Issuance of the Bonds. The Authority agrees to sell the Bonds at the earliest, most feasible date. The Authority agrees to use a portion of the proceeds of the sale of the Bonds to finance the costs of the Project and to pay the costs associated with issuing the Bonds. The Resolution shall provide that the Bonds may be secured by a pledge of the Pledged Vehicle Fee Revenues and any interest earned thereon.

ARTICLE Ill

OBLIGATIONS OF THE COUNTY

Section 3.01. Imposition, Collection and Remittance of Vehicle Fee by the County. In accordance with Section 502.1725 of the Texas Transportation Code and in consideration of the construction of the Project by the Authority, the County covenants and agrees to take all steps necessary and authorized under the Authorizing Law and other applicable laws to continuously impose, collect and remit the Vehicle Fee during the term of this Agreement in the manner and to the maximum extent permitted by applicable law. The County also covenants and agrees that it will not cause a reduction, abatement, or exemption in the Vehicle Fee or in the amount in which it is authorized to be collected. The County further covenants and agrees that, during the term of this Agreement, within five days of receipt of the portion of the Pledged Vehicle Fee Revenues the County collects, it will pay to the Authority 100% of the Pledged Vehicle Fee Revenues the County collects, without demand, notice, counterclaim, or offset, including any administrative charges or expenses incurred by the County in connection with the levy and collection of the Vehicle Fee or the Pledged Vehicle Fee Revenues.

Section 3.02. Obligations of County to be Absolute. The obligation of the County to make the payments set forth in this Agreement shall be absolute and unconditional, and until such time as the Bonds and the paying agent/registrar's fees, if any, have been fully paid or provision for payment thereof shall have been made in accordance with the Resolution, the County will not suspend or discontinue any payments provided for in this Agreement and will not terminate this Agreement for any cause, including, without limiting the generality of the foregoing, failure of the Authority to implement the Project at the cost estimated or in accordance with the final plans and specifications; any acts or circumstances that might constitute failure of consideration, eviction, or constructive eviction; destruction of or damage to the Project; commercial frustration of purpose; or any failure of the Authority to perform and observe any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with this Agreement. Nothing contained in this Section shall be construed to

release the Authority from performance of any of the agreements on its part contained in this Agreement, and in the event the Authority shall fail to perform any such agreement on its part, the County may institute such action against the Authority as the County may deem necessary to compel performance so long as this action does not abrogate the County's obligations to make the payments set forth in this Agreement.

ARTICLE IV

MISCELLANEOUS PROVISIONS

Section 4.01. Term. This Agreement shall be in force and effect from the date of execution hereof to the maturity of the Bonds or the redemption or defeasance thereof, but at a maximum maturity not longer than 40 years from the date hereof.

Section 4.02. Amendments and Supplements. This Agreement may be amended, supplemented or extended by mutual agreement of the parties hereto, but not in such manner as to impair the rights of the holders of the Bonds.

Section 4.03. Merger. This Agreement embodies the entire understanding between the parties hereto and there are no prior effective representation, warranties, or agreements between the parties hereto.

Section 4.04. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application hereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected thereby.

[Signature page follows.]

EXECUTED in multiple counterparts as of the date first written above.

HIDALGO COUNTY, TEXAS

By: _____
Name: Ramon A. Garcia
Title: County Judge

ATTEST:

By: _____
Name: Arturo Guajardo, Jr.
Title: County Clerk

(SEAL)

HIDALGO COUNTY
REGIONAL MOBILITY AUTHORITY

By: _____
Name: Dennis Burleson
Title: Chairman, Board of Directors

ATTEST:

By: _____
Name: Forrest Runnels
Title: Secretary, Board of Directors

AI-24099 **18.A.4.**

Quality Claims Administration Services for Workers' Compensation
CC REGULAR

Date:	11/30/2010
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

a. Presentation for discussion, consideration, and action in connection with the sole response received for RFP No. 2010-266-10-27-OTM – "Quality Claims Administration from Tristar Risk Management for the purpose of ranking as qualified" and meeting requirements for the purposes of proceeding forward with the proposal process;

b. Requesting authority for Purchasing Department to enter into negotiations with qualified proposer _____ including any best and final offers in order to finalize a contract for consideration and award

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-2202-419-50-115-066-0-350

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

BUDGETARY IMPACT:

2011 ADOPTED BUDGET: $300,000.00 Available balance.

Attachments

Link: participation and tabulation log

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/22/2010 05:02 PM	APRV
2	Budget & Management	Erika Zamora	11/23/2010 08:32 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	11/23/2010 02:28 PM	APRV
4	Auditor's Office	Linda Fong	11/23/2010 05:03 PM	APRV

Form Started By: Yvette Islas Started On: 11/22/2010 01:49 PM

Final Approval Date: 11/23/2010

HIDALGO COUNTY PURCHASING DEPARTMENT
PROPOSAL ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY	
RFP ACCEPTANCE DATE: OCTOBER 27, 2010	RFP ACCEPTANCE TIME: 9:30 A.M.
DESCRIPTION OF RFB: "QUALITY CLAIMS ADMINISTRATION SERVICES FOR WORKERS' COMPENSATION"	
RFP NO: 2010-266-10-27-otm	

RFP	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT
1	TRISTAR RISK MANAGEMENT	√ **1 original, 10 copies**
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		

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

IBF-RFP-RFQ-RFI

RFP ACCEPTANCE DATE: **OCTOBER 27, 2010** RFP ACCEPTANCE TIME: **9:30 A.M.**
DEPARTMENT/PROPOSAL DESCRIPTION: **"HIDALGO COUNTY-QUALITY CLAIMS ADMINSTRATOR SERVICES FOR WORKERS' COMPENSATION"**
RFP NO: **2010-266-10-24-OTM**

NAME OF PROPOSER: COMPANY/FIRM & REPRESENTATIVE'S NAME	PROPOSAL REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.S
1. Montalvo Insurance Ramon Montalvo ramon@montalvoinsurance.com	EMAIL	OLGA MONTERO	10/07/10	208 S. Texas Blvd. Weslaco,Texas 78596 956-968-5521 (F) 956-969-9198
2. Insurance Associates Of The Valley - Cindy Rivera cindy@txisc.com	EMAIL	OLGA MONTERO	10/07/10	521 S. 77 Sunshine Strip Harlingen, Texas 78550 956-423-0490 (F) 956-423-7668
3. Jesse Trevino Insurance nsalazar@jtiai.com	EMAIL	OLGA MONTERO	10/07/10	5835 Callagehan Road-Suite 320 San Antonio, Texas 78228 210-521-8803 (F) 210-521-8854
4. McGriff, Seibels & Williams Joseph Blasie (C) 713-213-9934	EMAIL	OLGA MONTERO	10/07/10	10375 Richmond Avenue, Suite 1700 Houston, Texas 77042 713-940-6565 (F) 713-877-8974
5.McGriff - Robert Waggoner 469-232-2140 (F) 469-232-2101 rwaggoner@mcgriff.com	EMAIL	OLGA MONTERO	10/07/10	5949 Sherry Lane - Suite 1300 Dallas, Texas 78754
6. Texas Municipal League Patty Ledesma pledesma@tmlirp.org	EMAIL	OLGA MONTERO	10/07/10	1821 Rutherford Lane 1st. Floor Austin, Texas 78754 800-537-6655 (F) 512-491-2311
7. Arthur J. Gallagher & Co. Maria Patton Maria_patton@ajg.com	EMAIL	OLGA MONTERO	10/07/10	14241 Dallas Parkway Suite 300 Dallas, Texas 75254 972-991-3700 (F) 972-994-4061
8. Alamo Insurance Javier Guevara/Mike Gilpin jguevara@alamoinsgrp.com mgilpin@alamoinsgro.com	EMAIL	OLGA MONTERO	10/07/10	3201 Cherry Ridge Drive Suite D05 San Antonio, Texas 78230 210-930-6665 (F) 210-930-1838

9. Texas Association Of Counties Karen Baker - X3315 karenb@county.org	EMAIL	OLGA MONTERO	10/07/10	1210 San Antonio Austin, Texas 78701 800-456-5974 (F) 512-478-1426
10. Thorton Law Firm Randy McNeel rmcneel@thortonfirm.com	EMAIL	OLGA MONTERO	10/07/10	912 S. Capital Of Texas Hwy Suite 300 Austin, Texas 78746 512-329-6666 (F) 512-327-7291
11. Frost Insurance Agency Cindy Smith **csmith@frostinsurance.com**	EMAIL	OLGA MONTERO	10/07/10	10000 IH-10 West Suite 200 San Antonio, Texas 78230 800-259-7196 (F) 210-220-6460
12. Tri Star Risk Management Jimmy Dyer **jimmy.dyer@tristargroup.net**	EMAIL	OLGA MONTERO	10/07/10	5151 Flynn Parkway-Suite 301 Corpus Christi, Texas 78411 361-857-0115 (F)361-857-0123
13. Trevino Insurance Jesse Trevino **tjstins1959@aol.com**	EMAIL	OLGA MONTERO	10/07/10	803 North Main Street McAllen, Texas 78505 956-687-7271 (F) 687-3634
14. Insurance Associates Of The Valley Cindy Rivera cindy@txisc.com	EMAIL	OLGA MONTERO	10/07/10	521 S. 77 Sunshine Strip Harlingen, Texas 78550 956-423-0490 (F) 956-423-7668
15. Insurance Advisory Group mrusteberg@sbcglobal.net	EMAIL	OLGA MONTERO	10/07/10	6224 Padre Island Hwy Brownsville, Texas 78521 956-548-6633
16. Multi Line Agency Inc. Nick Hernandez nhernandez@multilineagency.com	MARIA RIVERA AGENT IN PERSON CAME BY / EMAIL	OLGA MONTERO	10/07/10	3101 N. JACKSON RD MCALLEN TX 78501 956-668-0202
17. Susan Williams Shepard Walton King Ins. Group swilliams@shepardwaltonking.com	EMAIL	OLGA MONTERO	10/07/10	PO BOX 1630 (78505) 801 N. MAIN MCALLEN TX 78501
CAS-Claims Administrative Services Inc. Dawn Luck dawn.luck@cas-services.com	EMAIL	OLGA MONTERO	10/07/10	501 Shelley Drive Tyler, Texas 75701 800-765-2412 903-509-8484 Ext. 5766 903-509-1888 fax
JI Companies Glenda Nunez Glenda@nunez@jicompanies.com	EMAIL	OLGA MONTERO	10/07/10	10535 Boyer Boulevard, Suite 100 Austin, Tx 78758 512-427-2356 512-346-9321 fax
York Risk Services Group, Inc. Lisa Arguello Lisa.arguello@yorkrsg.com	EMAIL	OLGA MONTERO	10/07/10	99 Cherry Hill Road Parsippany NJ 07054 973-404-1215 Cell 917-697-1097

AS & G Claims Administration Jeff Hord jhord@asg-adj.com	EMAIL	OLGA MONTERO	10/07/10	5300 Hollister Suite 410 Houston, Tx 77040 713-744-2505
TRISTAR Insurance Group Flo Washizaki Flo.washizaki@tristargroup.net	EMAIL	OLGA MONTERO	10/07/10	203 N. Golden Circle Ste 200 Santa Ana, Ca 92705 714-543-0700 Ext 1218 714-571-1844 fax
Argus Services Corporation Johnny L.Rogers johnnyr@argusservices.net	EMAIL	OLGA MONTERO	10/07/07	
New Business Development Broadspire Terry Turon terry.turon@choosebroadspire.com	EMAIL	OLGA MONTERO	10/07/10	3100 South Gessner Suite 590 Houston Tx 77063
IMO Donna Ramsey dramsey@injurymanagement.com	EMAIL	OLGA MONTERO	10/07/10	214-587-2600 cell 972-387-8297 Ext 120 Dallas
1-2-1 Claims, Inc. Michelle Villarreal mvillarreal@121claims.com	EMAIL	OLGA MONTERO	10/07/10	14893 Bandera Rd #7 Helotes, Tx 78023 1-877-411-4121

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

HIDALGO COUNTY

QUALITY CLAIMS ADMINISTRATION SERVICES FOR WORKERS' COMPENSATION

RFP № 2010-266-10-27-OTM

SCORING GRID

EVALUATION CRITERIA	PROPOSERS			
	TRISTAR RISK MANAGEMENT			
	GRADERS			
	1	2	3	4
ECONOMIC EVALUATION OF THE PROPOSED FEE SCHEDULE	20	20	20	19
RESPONSIVENESS TO THE RFP a. Requested information included and thoroughness of response. b. Understanding and acceptance of the scope of services. c. Acceptance of the RFP and Contract requirements. d. Clarity and conciseness of the response.	18	19	20	19
PROPOSER'S CAPABILITY TO PROVIDE THE SERVICES REQUESTED a. Background of Proposer and Support Personnel, including professional qualifications. b. Relevant experience of the Proposer. c. Specific experience with public entity clients. d. Other resources, including the total number of employees, number and location of offices. e. References and experience in the Texas Public Sector.	60	60	60	59
	98	99	100	97
Total	394.00			
TOTAL SCORES				
TOTAL AVERAGES	98.5			
RANKING (Upon review and approval by Hidalgo County CC)				

AI-24101 **18.A.5.**

Excess Workers' Compensation Insurance

CC REGULAR

Date:	11/30/2010
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

a. Presentation of scoring grid (for the purposes of ranking by CC) of the responses received and evaluated in connection with RFP No. 2010-267-10-27-OTM "Hidalgo County-Excess Workers' Compensation Insurance", in order to proceed forward with the negotiation portion of the procurement process;

Provider	Score	Rank
Alamo Insurance Group----------	92	____;
McGriff, Seibels & Williams of Texas, Inc.--96.5		____;
Sheppard-Walton-King----------86.25		____.

b. Requesting authority for Purchasing Department to enter into negotiations with the number one (1) ranked proposer/vendor _____ for: "Hidalgo County-Excess Workers' Compensation Insurance".

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-2202-419-50-115-066-0-524

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

BUDGETARY IMPACT:

2011 adopted budget: $350,000.00 available funds.

Attachments

Link: participation and tabulation log.24101

Link: evaluation.24101

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/23/2010 11:45 AM	APRV
2	Budget & Management	Erika Zamora	11/23/2010 01:03 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	11/23/2010 02:42 PM	APRV

4	Auditor's Office	Linda Fong	11/23/2010 05:04 PM	APRV
Form Started By: Yvette Islas			Started On: 11/22/2010 02:49 PM	
Final Approval Date: 11/23/2010				

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

IBF-RFP-RFQ-RFI

RFP ACCEPTANCE DATE: **OCTOBER 27, 2010** RFP ACCEPTANCE TIME: **9:30 A.M.**
DEPARTMENT/PROPOSAL DESCRIPTION: **"HIDALGO COUNTY-EXCESS WORKERS' COMPENSATION INSURANCE"**
RFP NO: **2010-267-10-24-OTM**

NAME OF PROPOSER: COMPANY/FIRM & REPRESENTATIVE'S NAME	PROPOSAL REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.S
1. Montalvo Insurance Ramon Montalvo ramon@montalvoinsurance.com	EMAIL	OLGA MONTERO	10/07/10	208 S. Texas Blvd. Weslaco,Texas 78596 956-968-5521 (F) 956-969-9198
2. Insurance Associates Of The Valley - Cindy Rivera cindy@txisc.com	EMAIL	OLGA MONTERO	10/07/10	521 S. 77 Sunshine Strip Harlingen, Texas 78550 956-423-0490 (F) 956-423-7668
3. Jesse Trevino Insurance nsalazar@jtiai.com	EMAIL	OLGA MONTERO	10/07/10	5835 Callagehan Road-Suite 320 San Antonio, Texas 78228 210-521-8803 (F) 210-521-8854
4. McGriff, Seibels & Williams Joseph Blasie (C) 713-213-9934	EMAIL	OLGA MONTERO	10/07/10	10375 Richmond Avenue, Suite 1700 Houston, Texas 77042 713-940-6565 (F) 713-877-8974
5.McGriff - Robert Waggoner 469-232-2140 (F) 469-232-2101 rwaggoner@mcgriff.com	EMAIL	OLGA MONTERO	10/07/10	5949 Sherry Lane - Suite 1300 Dallas, Texas 78754
6. Texas Municipal League Patty Ledesma pledesma@tmlirp.org	EMAIL	OLGA MONTERO	10/07/10	1821 Rutherford Lane 1st. Floor Austin, Texas 78754 800-537-6655 (F) 512-491-2311
7. Arthur J. Gallagher & Co. Maria Patton Maria_patton@ajg.com	EMAIL	OLGA MONTERO	10/07/10	14241 Dallas Parkway Suite 300 Dallas, Texas 75254 972-991-3700 (F) 972-994-4061
8. Alamo Insurance Javier Guevara/Mike Gilpin jguevara@alamoinsgrp.com	EMAIL	OLGA MONTERO	10/07/10	3201 Cherry Ridge Drive Suite D05 San Antonio, Texas 78230 210-930-6665

mgilpin@alamoinsgro.com				(F) 210-930-1838
9. Texas Association Of Counties Karen Baker - X3315 karenb@county.org	EMAIL	OLGA MONTERO	10/07/10	1210 San Antonio Austin, Texas 78701 800-456-5974 (F) 512-478-1426
10. Thorton Law Firm Randy McNeel rmcneel@thortonfirm.com	EMAIL	OLGA MONTERO	10/07/10	912 S. Capital Of Texas Hwy Suite 300 Austin, Texas 78746 512-329-6666 (F) 512-327-7291
11. Frost Insurance Agency Cindy Smith **csmith@frostinsurance.com**	EMAIL	OLGA MONTERO	10/07/10	10000 IH-10 West Suite 200 San Antonio, Texas 78230 800-259-7196 (F) 210-220-6460
12. Tri Star Risk Management Jimmy Dyer **jimmy.dyer@tristargroup.net**	EMAIL	OLGA MONTERO	10/07/10	5151 Flynn Parkway-Suite 301 Corpus Christi, Texas 78411 361-857-0115 (F)361-857-0123
13. Trevino Insurance Jesse Trevino **tjstins1959@aol.com**	EMAIL	OLGA MONTERO	10/07/10	803 North Main Street McAllen, Texas 78505 956-687-7271 (F) 687-3634
14. Insurance Associates Of The Valley Cindy Rivera cindy@txisc.com	EMAIL	OLGA MONTERO	10/07/10	521 S. 77 Sunshine Strip Harlingen, Texas 78550 956-423-0490 (F) 956-423-7668
15. Insurance Advisory Group mrusteberg@sbcglobal.net	EMAIL	OLGA MONTERO	10/07/10	6224 Padre Island Hwy Brownsville, Texas 78521 956-548-6633
16. Multi Line Agency Inc. Nick Hernandez nhernandez@multilineagency.com	MARIA RIVERA AGENT IN PERSON CAME BY	OLGA MONTERO	10/07/10	3101 N. JACKSON RD MCALLEN TX 78501 956-668-0202
17. Susan Williams Shepard Walton King Ins. Group swilliams@shepardwaltonking.com	EMAIL	OLGA MONTERO	10/07-10	PO BOX 1630 (78505) 801 N. MAIN MCALLEN TX 78501

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

HIDALGO COUNTY PURCHASING DEPARTMENT
PROPOSAL ACCEPTANCE SHEET

DEPARTMENT NAME: **HIDALGO COUNTY**

PROPOSAL ACCEPTANCE DATE: **OCTOBER 27, 2010**	**PROPOSAL ACCEPTANCE TIME:** 9:30 A.M.

DESCRIPTION OF PROPOSAL: EXCESS WORKERS' COMPENSATION INSURANCE

PROPOSAL NO: **2010-267-10-27-OTM**

RFP#	**NAME OF COMPANY**	**ACKNOWLEDGMENT OF RECEIPT OF RFP RESPONSE**
#01	McGriff, Seibels & Williams of Texas, Inc.	√ 1 original, 10 copies
#02	Alamo Insurance Group, Inc.	√ 1 original, 10 copies
#03	Shepard Walton King	√ 1 original, 10 copies
#04		
#05		
#06		
#07		
#08		
#09		
#10		

HIDALGO COUNTY

"EXCESS WORKERS' COMPENSATION INSURANCE"

RFP № 2010-267-10-27-OTM

SCORING GRID

EVALUATION CRITERIA	PROPOSERS											
	SHEPARD WALTON KING				ALAMO INSURANCE GROUP				McGRIFF, SEIBELS & WILLIAMS OF TX, INC			
	GRADERS				GRADERS							
	1	2	3	4	1	2	3	4	1	2	3	4
Economic Evaluation of the Proposed Fee Schedule	15	12	18	20	20	20	19	18	15	15	20	19
Responsiveness to the Request for Proposal a. Requested information included and thoroughness of response. b. Understanding and acceptance of the scope of services. c. Acceptance of the RFP and Contract requirements. d. Clarity and conciseness of the response.	12	12	18	17	12	12	19	18	20	20	20	19
Proposer's Capability to provide the service requested a. Background of Proposer and Support Personnel, including professional qualifications. b. Relevant experience of the Proposer. c. Specific experience with public entity clients. d. Other resources, including the total number of employees, number and location of offices. e. References and experience in the Texas Public Sector.	59	58	50	54	59	59	55	57	59	60	60	59
Total	86	82	86	91	91	91	93	93	94	95	100	97
TOTAL SCORES	345				368				386			
TOTAL AVERAGES	86.25				92.00				96.50			
RANKING (Upon review and approval by Hidalgo County CC)												

AI-23952 **18.B.1.**

Request Approval of Final Payment, Retainage Release, Change Order No.3, Substantial Completion for Total Commitment-Tower Rd Crossing Drainage Projec

CC REGULAR

Date:	11/30/2010
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Purchasing Department **Sub-category:** Prct. 2

Information

CAPTION

Acceptance and approval of the the following items submitted by the awarded contractor, Total Commitment, LLC (#C-10-032-02-16) for Tower Road Crossing Drainage Improvements Project, as reviewed and forwarded by project engineer, Raul E. Sesin, PE:
1. Application for Payment No.2 (Final) in the amount of $37,646.10;
2. Application for Release of Retainage Payment in the amount $5,804.40;
3. Requestiong approval of Change Order No.3 (as reviewed by Raul Sesin, PE) with Total Commitment, LLC, contracted vendor for "North Tower Road Crossing Drainage Improvement Project" reflecting an additional 5 calendar days in a new total of 160 calendar days due to inclement weather days (of recent rains, ground conditions-too wet to conduct work within the project area) with authority for County Judge to execute document.
4. Requesting approval of "Certificate of Substantial Completion" reflecting the date of 10/25/2010.

BACKGROUND

PO #637386

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1339-431-00-122-050-0-733

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

BUDGETARY IMPACT:

PO #637386 available balance $41,829.00 as of 11/10/2010.

FISCAL YEAR: 2010 **ACCT. #:** 0-1339-206-00-000-002-0-000

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

BUDGETARY IMPACT:

currently account has $2,621.50 available + plus $4,182.90 for final payment = $6,804.40 - minus $1,000.00 penalty = $5,804.40

Attachments

Link: CO3

Link: Substantial Completion

Link: Final Payment

Link: Retainage Release

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/22/2010 04:34 PM	APRV
2	Budget & Management	Erika Zamora	11/23/2010 08:17 AM	APRV
3	Roland Garcia	Rolando Garcia	11/24/2010 01:38 PM	APRV
4	Auditor's Office		11/24/2010 05:00 PM	NEW

Form Started By: Yolanda Cisneros

Started On: 11/10/2010 05:23 PM

Final Approval Date: 11/24/2010

CHANGE ORDER NUMBER THREE (3)

Project: North Tower Road Crossing Drainage Improvement Project

DATE OF ISSUANCE: 11/9/2010 EFFECTIVE DATE: 10/14/2010

OWNER: Hidalgo County Precinct No. 2
OWNER'S CONTRACT NO: C-10-032-02-16

CONTRACTOR: Total Commitment LLC
11435 North Bryan Road
Mission, Texas 78573

ENGINEER: Raul E. Sesin, PE
Planning Administrator
Hidaldo County Planning Department
1304 South 25th Street
Edinburg, Texas 78539

You ar directed to make the following changes in the Contract Documents.

Description:
1. Request for Inclement Weather Days
2.
3.
4.
5.
6.

Reason for Change Order:
1. Due to recent rains, ground conditions are too wet to conduct work within the project area.
2.
3.
4.
5.
6.

Attachments: Correspondences from contractor requesting inclement weather days

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIME:
Original Contract Price $ 0.00		Original Contract Time for Substantial Completion: 90 calendar days calendar days or dates
Net Changes from previous Change Order $ 0.00		Net Change from previous Change Orders 65 calendar days
Contract Price prior to this Change Order $ 0.00		Contract Time prior to this Change Order Substantial Completion: 155 calendar days calendar days or dates
Net Increase(decrease) of this Change Order $ 0.00		Net Increase(decrease) of this Change Order 5 calendar days calendar days
Contract Price with all approved Change Orders $ 0.00	Net % increase(decrease)from original contract price. 0	Contract Time with all approved Change Orders Substantial Completion: 160 calendar days calendar days or dates

RECOMMENDED:
By: _____
Engineer (Authorized Signature)
Date: 10/14/10

APPROVED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: _____
Contractor (Authorized Signature)
Date: 10/19/10

Exhibit E-B

TOTAL COMMITMENT, LLC

11435 N. BRYAN RD.
MISSION, TX 78573

OFFICE# (956) 519-7111 FAX# (956) 519-7750

PEDRO GUTIERREZ JR.
MEMBER

REQUEST

10/6/2010

Hidalgo County Planning Department
1304 S. 25th St.
Edinburg, Tx 78539
(956) 318-2842

RE: Hidalgo County Precinct #2
Tower Road Crossing Drainage Improvements
C--10-032-02-16

Mr. Raul Sesin,

Good morning, I am sending an update request for additional rain days. I am requesting additional days for (9/25/2010) through (9/29/2010) the ground was to heavily saturated to move the equipment through the 28th of September 2010 and on the 29th the day was used to clean up the site to get it into workable conditions. I am requesting an additional (5) days for this time period.

Thank you and God Bless,

Pedro A. Gutierrez Jr. / Member

Certificate of Substantial Completion

PROJECT: **NORTH TOWER ROAD CROSSING DRAINAGE IMPROVEMENT PROJECT**

PROJECT NUMBER: **C-10-032-02-16**

OWNER: **HIDALGO COUNTY PRECINCT NO. 2**

CONTRACTOR: **TOTAL COMMITMENT, LLC**

The Work performed under this Contract has been reviewed and found, to the Engineer's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below: Construction time is stopped at the day of Issuance.

Hidalgo County Planning Department	PE	10-25-10
Engineer	By: Raul E. Sesin, P.E.	Date of Issuance

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: $ 0.

The Contractor will complete or correct the Work on the list of items attached hereto and complete the work by 10-25-10
Date

Total Commitment, LLC		10/25/10
Contractor	By	Date

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at 5:00 a.m./p.m. on 10-25-10.
Date

BY:	OWNER: Commissioner Palacios By Hidalgo County	10/25/10
~~Owner~~		Date

Certificate of Substantial Completion

PROJECT:	**NORTH TOWER ROAD CROSSING DRAINAGE IMPROVEMENT PROJECT**
PROJECT NUMBER:	**C-10-032-02-16**
OWNER:	**HIDALGO COUNTY PRECINCT NO. 2**
CONTRACTOR:	**TOTAL COMMITMENT, LLC**

LIST OF ITEMS TO BE COMPLETED OR CORRECTED FOR THE ABOVE REFERENCED PROJECT.

1. _____
2. _____
3. _____
4. _____
5. _____

PREPARED BY:

Hidago County Planning Dept.
ENGINEER

BY: Raul E. Sesin, P.E.

DATE 10/25/10

APPLICATION FOR PAYMENT NO. 2 (FINAL)

To: **HIDALGO COUNTY** (OWNER)
From: **TOTAL COMMITMENT, LLC** (CONTRACTOR)
Contract: **C-10-032-02-16**
Project: **TOWER ROAD CROSSING DRAINAGE IMPROVEMENTS PROJECT**
Owner's Contract No. **C-10-032-02-16** Engineer's Project No. 2010-032-02-03-MSS
For Work accomplished through the date of: **10/20/2010**

1. Original Contract Price:		$68,044.00
2. Net change by Change Order and Written Agreements(+or-):		
3. Current Contract Price (1 plus 2):		$68,044.00
4. Total completed and stored to date:		$68,044.00
5. Retainage (per Agreement):		
10% of completed Work:	$ 6,804.40	
of stored material		
Total Retainage:	$ 6,804.40	
6. Total completed and stored to date less retainage (4 minus 5)		$61,239.60
7. Less previous Application for Payments:		$23,593.50
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)		$37,646.10

Accompanying Documentation:

INVOICE RECEIVED BY: Ufelix ON 11/15/2010

GOODS/SERVICES RECEIVED BY: Hector Salazar ON 11/15/2010

PO # 637386
0-1339-431-00-122-050-0-733
Req # 172367

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 2 - FINAL 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 11-12-2010

Total Commitment, LLC
CONTRACTOR
By: _____

State of TEXAS
County of Hidalgo
Subscribed and sworn to before me this 12th day of Nov., 2010

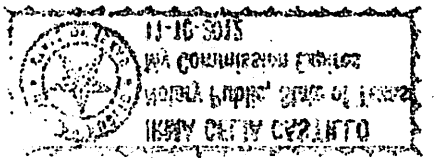
Irma Celia Castillo
Notary Public
My Commission expires: 11/10/2012

IRMA CELIA CASTILLO
Notary Public, State of Texas
My Commission Expires
11-10-2012

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date 11/12/10

RAUL E. SESIN
ENGINEER
By: _____ PE



TOTAL COMMITMENT, LLC — Contractor Name

5/17/2010 — Starting Date

Project Ending Date

TOWER ROAD CROSSING — Engineer's / County Project Description

Application No.: 2

Application Date: 10/25/2010

Period To: 9/25/2010 - 10/22/2010

Engineer's / County Project No.: C-10-032-02-16

No.	Description	Unit	Original Rates	Original Schedule Value Quan	Original Schedule Value Dollars	Revised Rates	Revised Schedule Value Quan	Revised Schedule Value Dollars	First Draw Monthly Quan	First Draw QTY to Date	First Draw Item Cost (Monthly)	Second Draw Monthly Quan	Second Draw QTY to Date	Second Draw Item Cost (Monthly)	Third Draw Monthly Quan	Third Draw QTY to Date	Third Draw Item Cost (Monthly)	Total to Date	Balance To Finish Quan	Balance To Finish Dollars
	Tower Road Crossing																			
1	18" PVC Storm Drain Pipe Installation (Labor Only)	LF	$ 15.00	30.00	$ 450.00			$ -	0	0	$ -	30	30	$ 450.00	0	0	$ -	$ 450.00	0	$ -
2	36" PVC Storm Drain Pipe Installation (Labor Only)	LF	$ 25.00	124.00	$ 3,100.00			$ -	0	0	$ -	124	124	$ 3,100.00	0	0	$ -	$ 3,100.00	0	$ -
3	54" R-HDPE Storm Drain Pipe Installation (Labor Only)	LF	$ 35.00	165.00	$ 5,775.00			$ -	125	125	$ 4,375.00	40	165	$ 1,400.00	0	0	$ -	$ 5,775.00	0	$ -
4	24" RCP CL III Irrigation Pipe W/concrete collar joints inlcuding connections to existing pipe	LF	$ 45.00	48.00	$ 2,160.00			$ -	0	0	$ -	48	48	$ 2,160.00	0	0	$ -	$ 2,160.00	0	$ -
5	Type "C-C" Storm Inlet with Grate Cover	EA	$ 3,500.00	2.00	$ 7,000.00			$ -	0	0	$ -	2	2	$ 7,000.00	0	0	$ -	$ 7,000.00	0	$ -
6	Precast or Cast in Place Concrete Storm Manhole/Junction Box with Ring & Cover	EA	$ 2,500.00	2.00	$ 5,000.00			$ -	1	1	$ 2,500.00	1.0	2	$ 2,500.00	0.0	0	$ -	$ 5,000.00	0	$ -
7	Irrigation Gatewell Structure Including 15' RCP Irrigation Stand Pipe with Flexible Joints, Gate and Appurtenances as per H.C.I.D. #2 requirements and Specifications	LS	$ 4,000.00	1.00	$ 4,000.00			$ -	0	0	$ -	1	1	$ 4,000.00	0	0	$ -	$ 4,000.00	0	$ -
8	10' Wide open cut pavement, patch & repair	SY	$ 22.00	23.00	$ 506.00			$ -	0	0	$ -	23	23	$ 506.00	0	0	$ -	$ 506.00	0	$ -
9	Remove existing 24" Irrigation Pipe	LS	$ 1,000.00	1.00	$ 1,000.00			$ -	0	0	$ -	1	1	$ 1,000.00	0	0	$ -	$ 1,000.00	0	$ -
10	Remove Existing Drain Pipe	LS	$ 400.00	1.00	$ 400.00			$ -	0.5	0.5	$ 200.00	0.5	1	$ 200.00	0	0	$ -	$ 400.00	0	$ -
11	Traffic Control	LS	$ 1,800.00	1.00	$ 1,800.00			$ -	1	1	$ 1,800.00	0	1	$ -	0	0	$ -	$ 1,800.00	0	$ -
12	Trench Protection	LF	$ 2.00	319.00	$ 638.00			$ -	125	125	$ 250.00	194	319	$ 388.00	0	0	$ -	$ 638.00	0	$ -
13	Bedding & Backfill as per Plan Detail	LF	$ 6.00	319.00	$ 1,914.00			$ -	125	125	$ 750.00	194	319	$ 1,164.00	0	0	$ -	$ 1,914.00	0	$ -
14	Temporary Sediment Control Fence	LS	$ 900.00	1.00	$ 900.00			$ -	0	0	$ -	1	1	$ 900.00	0	0	$ -	$ 900.00	0	$ -
	ALTERNATE #1				$ -			$ -	0	0	$ -	0	0	$ -	0	0	$ -	$ -	0	$ -
1	54" HDPE Storm Drain Pipe Installation (Labor Only)	LF	$ 35.00	407.00	$ 14,245.00			$ -	380	380	$ 13,300.00	27	407	$ 945.00	0	0	$ -	$ 14,245.00	0	$ -
2	4" Concrete Rip-Rap	SY	$ 36.00	325.00	$ 11,700.00			$ -	0	0	$ -	325	325	$ 11,700.00	0	0	$ -	$ 11,700.00	0	$ -
3	Headwall	EA	$ 2,000.00	1.00	$ 2,000.00			$ -	0	0	$ -	1	1	$ 2,000.00	0	0	$ -	$ 2,000.00	0	$ -
4	Remove Existing Drain Pipe	LS	$ 2,200.00	1.00	$ 2,200.00			$ -	0	0	$ -	1	1	$ 2,200.00	0	0	$ -	$ 2,200.00	0	$ -
5	Trench Protection	LF	$ 2.00	407.00	$ 814.00			$ -	380	380	$ 760.00	27	407	$ 54.00	0	0	$ -	$ 814.00	0	$ -
6	Bedding & Backfill as per Plan Detail	LF	$ 6.00	407.00	$ 2,442.00			$ -	380	380	$ 2,280.00	27	407	$ 162.00	0	0	$ -	$ 2,442.00	0	$ -
	Totals for Tower Road Crossing				$ 68,044.00			$ -			$ 26,215.00			$ 41,829.00			$ -	$ 68,044.00		$ -

Total for Tower Road Crossing $ 68,044.00

PEDRO A GUTIERREZ JR.
Print Name

Signature

10/25/2010
Date

Exhibit E-D

PARTIAL/FINAL WAIVER OF LIEN

THE STATE OF TEXAS

COUNTY OF Hidalgo

The undersigned contracted with Hidalgo
to furnish Road and Drainage Improvements
in connection with certain improvements to real property located in Hidalgo
County, Texas, and owned by Hidalgo County
Which improvements are described as follows:

Road and Drainage Improvements for "Tower Road Crossing Drainage Improvements" project - Contract # "C-10-032-02-16"

In consideration of Pay Estimate No 2-Final in the amount of Forty Three Thousand Four Hundred Fifty Dollars ; Fifty cents DOLLAR($ 43,450.50)and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

Total Commitment, LLC
SUPPLIER

BY: _____
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 25 day of October, 2010 to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: 7-6-13

Michael Israel Lerma
Notary Public, State of Texas
My Commission Expires:
July 6, 2013

Exhibit E-I

TOTAL COMMITMENT, LLC

11435 N. BRYAN RD.
MISSION, TX 78573

OFFICE# (956) 519-7111 FAX# (956) 519-7750

PEDRO GUTIERREZ JR.
MEMBER

10/25/2010

Hidalgo County Planning Department
1304 S. 25th St.
Edinburg, Tx 78539
(956) 318-2842

RE: Hidalgo County Precinct #2
Tower Road Crossing Drainage Improvements
C--10-032-02-16

Mr. Raul Sesin,

The following is the list of suppliers & sub-contractors used in the above mentioned projects as per the County's request:

NO ADDITIONAL MATERIALS OR SUBS.

Thank you and God Bless,

Pedro A. Gutierrez Jr. / Member

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

PROJECT: Tauer Road Crossing Drainage Improvements **PROJECT NO.**
OWNER: Hidalgo County C-10-032-02-16
CONTRACTOR: Total Commitment, LLC
ENGINEER: Hidalgo County Planning Department

The Contractor, in accordance with the Contract Documents, and in consideration for the full and final payment to the Contractor for all services in connection with the project, does hereby waive and release any and all liens, or any and all claims to liens which the Contractor may have on or affecting the project as a result of its contract(s) for the Project or for performing labor and/or furnishing materials in any way connected with the construction of any aspect of the project. The Contractor further certifies and warrants that all subcontractors of labor and/or materials for the Project, except as listed below, have been paid in full for all labor and/or materials supplied to, for through or at the direct or indirect request of the Contractor prior to, through and including the date of this affidavit.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

None

CONTRACTOR

By

Title Member

Subscribed and sworn to before me this 25 day of October 2016

Notary Public:

My Commission Expires: 7-6-17

Michael Israel Lerma
Notary Public, State of Texas
My Commission Expires:
July 6, 2013

Exhibit E-M

CONTRACTOR'S AFFIDAVIT OF PAYMENTS OF DEBTS AND CLAIMS

PROJECT: Tarver Road Crossing Drainage Improvements **PROJECT NO.**
OWNER: Hidalgo County C-10-032-02-16
CONTRACTOR: Total Commitment, LLC
ENGINEER: Hidalgo County Planning Department

The Contactor in accordance with the Contract Documents, hereby certifies that, except as listed below, all obligations for all materials and equipment furnished, for all work labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible have been paid in full or have otherwisse been satisfied in full.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

None

CONTRACTOR

By

Title Member

Subscribed and sworn to before me this 25 day of October, 2010

Notary Public:

My Commission Expires: 7-6-13

Michael Israel Lerma
Notary Public, State of Texas
My Commission Expires:
July 6, 2013

TOTAL COMMITMENT, LLC

11435 N. BRYAN RD.
MISSION, TX 78573

OFFICE# (956) 519-7111 FAX# (956) 519-7750

WARRANTY LETTER

Date: 10/25/2010

Project Name: Tower Road Crossing Drainage Improvements
Contract # C-10-032-02-16

To: HIDALGO COUNTY

Let this letter serve as proof of a 1-year warranty for Tower Road Crossing Drainage Improvements as agreed upon for Hidalgo County. The warranty will take effect from the date on the certificate of completion for the project and last 1 year there on.

-Thank you and God Bless.....

TOTAL COMMITMENT, LLC LIMITED LIABILITY COMPANY SEAL 2004 TEXAS

Pedro A. Gutierrez Jr. - Member

APPLICATION FOR PAYMENT: RETAINAGE RELEASE

To: **HIDALGO COUNTY** (OWNER)
From: **TOTAL COMMITMENT, LLC** (CONTRACTOR)
Contract: **C-10-032-02-16**
Project: **TOWER ROAD CROSSING DRAINAGE IMPROVEMENTS PROJECT**
Owner's Contract No. **C-10-032-02-16** Engineer's Project No. 2010-032-02-03-MSS
For Work accomplished through the date of: **10/20/2010**

1. Original Contract Price:		$ 68,044.00
2. Net change by Change Order and Written Agreements(+or-):		
3. Current Contract Price (1 plus 2):		$ 68,044.00
4. Total completed and stored to date:		$ 68,044.00
5. Retainage (per Agreement):		
10% of completed Work:	$ -	
_____ of stored material	$ -	
Penalties for construction delays	$ -	
Total Retainage:	$ -	
6. Total completed and stored to date less retainage (4 minus 5)		$ 68,044.00
7. Less previous Application for Payments:		$ 61,239.60
8. TOTAL RETAINAGE DUE		$ 6,804.40
9. LESS PENALTIES FOR CONSTRUCTION DELAYS		$ 1,000.00
10. AMOUNT DUE THIS APPLICATION (RETAINAGE DUE LESS CONSTRUCTION PENALITES)		$ 5,804.40

INVOICE RECEIVED BY: Acceptance Notification:
Yoli ON 11/15/2010

GOODS/SERVICES RECEIVED BY:
Victor Salinas ON 11/15/2010

0-1339-206-00-000-002-0-000

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 RELEASE 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 11-12-2010

Total Commitment, LLC
CONTRACTOR
By: _____

State of TEXAS
County of Hidalgo
Subscribed and sworn to before me this 12th day of Nov. 2010

Irma Celia Castillo
Notary Public
My Commission expires: 11-10-2012

IRMA CELIA CASTILLO
Notary Public, State of Texas
My Commission Expires
11-10-2012

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date 11/12/10

RAUL E. SESIN
ENGINEER
By: _____ PE

AI-24093 **18.B.2.**

Request approval of SA #1 for WA #1 to El Gato Road Project

CC REGULAR

Date:	11/30/2010
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Purchasing Department **Sub-category:** Prct. 2

Information

CAPTION

Acceptance and approval of Supplemental Agreement No. 1 to Work Authorization No.1 for R. Gutierrez Engineering Corporation (Contract #C-09-419-10-27), with estimated 8 parcels to be added to: El Gato Road Project, Part II.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1200-431-00-122-051-0-711

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

BUDGETARY IMPACT:

PO #647914 available balance $3,000
Account balance $8,000
Transfer (AI-24092) of $15,000

Attachments

Link: SA #1

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/22/2010 04:52 PM	APRV
2	Budget & Management	Erika Zamora	11/23/2010 08:30 AM	APRV
3	Roland Garcia	Rolando Garcia	11/24/2010 08:52 AM	APRV
4	Auditor's Office		11/24/2010 05:00 PM	NEW

Form Started By: Yolanda Cisneros Started On: 11/22/2010 11:25 AM

Final Approval Date: 11/24/2010

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. 1
TO WORK AUTHORIZATION NO. 1
Contract No. C-09-419-10-27

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of the Agreement made by and between the HIDALGO COUNTY, acting herein by and through COMMISSIONER'S COURT, hereinafter called the "OWNER," and, R. Gutierrez Engineering Corporation, professional engineers of Pharr, Texas, hereinafter called "ENGINEER".

WHEREAS, OWNER and ENGINEER executed Work Authorization No. 1 to Contract No. C-09-419-10-27, on the 14th day of September 2010, to provide professional engineering and surveying services for El Gato Road improvement project, and it has now become necessary to revise the scope of work to include additional services;

WHEREAS, in Work Authorization No. 1, the estimated cost for services under the Work Authorization are not to exceed $133,336.00, and it has now become necessary to revise the estimated cost;

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, OWNER and ENGINEER agree to the following amendment to Work Authorization No. 1 as follows:

1. The scope of services is supplemented by adding the following:
   The ENGINEER will obtain title reports and develop survey parcels with metes and bounds for the right-of-way between Alamo Road and Tower Road. There is an estimated 8 parcels to be added to the project.

2. The estimated cost for services under this Work Authorization is not to exceed $157,336.00.

3. Except as amended by this Supplemental Agreement, the remaining provisions of the Agreement are unchanged and shall remain in full force and effect.

IN WITNESS WHEREOF, the ENGINEER and OWNER have caused this Supplemental Agreement to Work Authorization No. 1, for Professional Engineering Services to be executed as of the ____ day of _____ 2010.

R. GUTIERREZ ENGINEERING CORPORATION

BY: _____
Ramiro Gutierrez, P.E., President

HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

HIDALGO COUNTY
PROFESSIOAL ENGINEERING SERVICES
CONTRACT #C-09-419-10-27
WORK AUTHORIZATION NO. 1

EXHIBIT D
FEE ESTIMATE

TASK	PART I - CONTRACT AMOUNT	PART II - CONTRACT AMOUNT	COMBINED TOTAL - CONTRACT
Basis for Engineering Fee based on Article 5A of Contract			
Project Estimated Construction Cost	$487,138	$639,877	$1,127,015
Engineering Services Fee (8% of Construction Cost)	$38,971	$51,190	$90,161
Topographic Survey Services Fee (2.5% of Construction Cost)	$12,178	$15,997	$28,175
Basic Fee (Prelim Eng, Design & Construction Services Fee)	**$51,149**	**$67,187**	**$118,337**
PART I - PRELIMINARY ENGINEERING (50% of Basic Fee)	**$25,575**	**$33,593**	**$59,168**
TOPOGRAPHIC SURVEY (50% of Prelim Eng Fee)	$12,787	$16,797	$29,584
SCHEMATIC DESIGN (50% of Prelim Eng Fee)	$12,787	$16,797	$29,584
SUB-TOTAL (Prelim Eng Fee)	**$25,575**	**$33,593**	**$59,168**
PART II - RIGHT-OF-WAY MAP (Add'l Services)	**$15,000**	**$24,000**	**$39,000**
OBTAIN TITLE REPORTS (Est 13 Parcels) (@ $600.00/Parcel)	$3,000	$4,800	$7,800
DEVELOP PARCELS & R.O.W. MAP (Est 13 Parcels) (@ $2,400.00/Parcel)	$12,000	$19,200	$31,200
SUB-TOTAL (R.O.W. Map Fee)	**$15,000**	**$24,000**	**$39,000**
PART IV - PLANS, SPECIFICATIONS & ESTIMATE (25% of Basic Fee)	**$12,787**	**$16,797**	**$29,584**
30% Plans Submittal (30% of PS&E Fee)	$3,836	$5,039	$8,875
60% Plans Submittal (30% of PS&E Fee)	$3,836	$5,039	$8,875
90% Plans Submittal (30% of PS&E Fee)	$3,836	$5,039	$8,875
100% Plans Submittal (10% of PS&E Fee)	$1,279	$1,680	$2,958
SUB-TOTAL (PS&E Fee)	**$12,787**	**$16,797**	**$29,584**
PART V - CONSTRUCTION SERVICES (25% of Basic Fee)	**$12,787**	**$16,797**	**$29,584**
Construction Services	$12,787	$16,797	$29,584
SUB-TOTAL (Construction Services Fee)	**$12,787**	**$16,797**	**$29,584**
TOTAL	**$66,149**	**$91,187**	**$157,336**

R. Gutierrez Engineering Corporation

November 11, 2010

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
301 E. State Street
Pharr, TX 78577

RE: Supplemental Agreement No. 1 to Work Authorization No. 1 – El Gato Road Project
ENG09.022a

Dear Commissioner Palacios:

Enclosed are two original signature copies of the proposed Supplemental Agreement No. 1 to Work Authorization No. 1 of the 2009 Road & Bridge Contract. This supplemental agreement is to add items of scope to the work and to increase the maximum amount payable on the Work Authorization.

The scope of work is being increased by requiring the preparation of 8 additional parcel surveys with metes and bounds and obtaining title reports for the right-of-way. These parcels will be used by the Hidalgo County Right-of-Way Department in acquiring the needed right-of-way.

The maximum amount payable under this work authorization will be increased by $24,000. This includes obtaining title reports and developing the 8 additional parcels. The actual amount to be paid under this work authorization will be based on the actual amount of parcels prepared. If the parcels prepared are less than the estimated amount, then the amount paid will be less than that shown.

If this Supplemental Agreement No. 1 meets your approval, please place it before Commissioners Court for approval and signature. Please return one original signature copy for my files. If you have any questions, please call me so that we may discuss them. You can call me at 956-782-2557 or on my mobile at 956-227-2154.

Sincerely,

Ramiro Gutierrez, P.E.
President

encl
cc: Files

130 E Park – Pharr, TX 78577 – Tel: 956-782-2557 – Fax: 956-782-2558 – E-mail: rgutierrez@rgutierrezengineering.com

AI-24073 **18.C.1.**

BCAP Application for Payment No.7 Retainage Release and Certificate of Construction Completion - Citriana Village Subdivision Precinct No.2

CC REGULAR

Date:	11/30/2010
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department **Sub-category:** CAP Pct.2

Information

CAPTION

Acceptance and approval of the following for Citriana Village Subdivision (Pct No. 2) with Closner Construction Co, LC as submitted through project engineer Cruz-Hogan Consultants. (C-CAP-2009-183-05-19):
A. Application for Payment No. 7 Retainage Release in the amount of $32,443.60;
B. “Certificate of Construction Completion” reflecting the date of October 19, 2010.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 0 **ACCT. #:** 0-1312-206-00-000-003-0-000

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

BUDGETARY IMPACT:

retainage available on account as of 11/24/10.

Reference:P.O.# 630113

Attachments

Link: cert of compl.citriana.24073

Link: app pymt#7 release.citriana

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	11/22/2010 01:34 PM	APRV
2	Purchasing Department	Marty Salazar	11/22/2010 04:40 PM	APRV
3	Budget & Management	Erika Zamora	11/23/2010 08:18 AM	APRV
4	Roland Garcia	Rolando Garcia	11/24/2010 10:44 AM	APRV
5	Auditor's Office		11/24/2010 05:00 PM	PEND

Form Started By: Marcie Jackson Started On: 11/19/2010 03:14 PM

Final Approval Date: 11/24/2010

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 19th DAY OF October A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: May 19, 2009
OWNER: Hidalgo County
CONSTRUCTION CONTRACTOR: Closner Construction Co., L.C.
OF THE CITY OF San Juan STATE OF Texas

PROJECT DESCRIPTION

CONSTRUCTION OF Citriana Village Subdivision

CONTRACT NO: C-CAP-2009-183-05-19
Located in or near the City/Precinct Of San Juan/Precinct No.2

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	$322.888.69
Present Amount of Contract	$324,435.94
Total Amount of earned to Date	$324,435.94
Less: previous payments	$291,992.35
Balance	$ 32,443.59
Authorized deductions	$ 0.00
AMOUNTY OF FINAL PAYMENT	$ 32,443.59

6. That the final payment in the amount of Thirty Two Thousand Four Hundred Forty Three Dollars and Fifty Nine Cents ($32,443.59) is now due and payable.

Engineer's Signature

CONCURRED BY:

Closner Const. Co., LLC
Contractor's Name

By: _____

Title: Proj. Mgr.

CONCURRED BY:

_____
City/Precinct

By: _____

Title: _____

APPLICATION FOR PAYMENT NO.7 RETAINAGE RELEASE

To: Hidalgo County (OWNER)
From: Closner Construction Co., L.C. (CONTRACTOR)
Contract:
Project: Citriana Village Subdivision
Owner's Contract No. C-CAP-2009-183-05-19 Engineer's Project No. 020-10-08
For Work accomplished through the date of: 15-May-10

1. Original Contract Price:	$322,888.69
2. Net change by Change Order and Written Agreements(+or-):	$1,547.25
3. Current Contract Price (1 plus 2):	$324,435.94
4. Total completed and stored to date:	$324,435.94
5. Retainage (per Agreement):	
10% of completed Work:	
of stored material	
Total Retainage:	
6. Total completed and stored to date less retainage (4 minus 5)	$324,435.94
7. Less previous Application for Payments:	$291,992.35
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	$32,443.59

Accompanying Documentation:

REQ# 163887 P.O.# 630113 .60
0-1312-206-00-000-003-0-000 → $32,443.59
CITRIANA VILLAGE 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 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 11-19-10

Closner Const. Co. LC
CONTRACTOR
By:

State of Hidalgo, Texas
County of Hidalgo
Subscribed and sworn to before me this 19th day of November

Claudia N. Ybarra
Notary Public
My Commission expires: 3-23-2012

CLAUDIA N. YBARRA
My Commission Expires
March 23, 2012

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date

ENGINEER
By: 11/22/10

Exhibit E-C

Closner Construction Co., L.(	Contractor Name	Application No.:	7 Retainage Release
August 3, 2009	Starting Date	Application Date:	19-Nov-10
	Project Ending Date	Period To:	
10%	Retainage Percent	Engineer Firm:	Cruz-Hogan Consultants, Inc.

Summary

CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Payment Application No 4	Payment Application No 5	Payment Application No 6 FINAL	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
3C1080154	Citriana Village	$322,888.69	$324,435.94	$60,960.00	$19,975.00	$90,065.00	$72,989.19	$50,220.10	$30,226.65	$324,435.94	$0.00	$ 0.00	$324,435.94	$291,992.34	$32,443.60
		$322,888.69	$324,435.94	$60,960.00	$19,975.00	$90,065.00	$72,989.19	$50,220.10	$30,226.65	$324,435.94	$0.00	$ 0.00	$324,435.94	$291,992.34	$32,443.60

Estimate Quantity Update Worksheet

Date: November 19, 2010

Contract: Citrona Village Subdivision
Roadway:
Control: CSJ-3x1080154
Project No.: C-CAP-2009-183-05-19
County: Hidalgo
Est. No.: 7 Retainage Release
Work Type: Paving Drainage

Contractor: Coarser Construction Co., L.C.
Contract Price: $327,885.69
Work Done this Mo: $ 324,435.94
% Complete:

Date Began:
Contract Time: 163
Time Charged:
% Time Used:

No.	Item Code	Description	Unit	Project Qty	Original Schedule Value: Unit Price	Original Schedule Value: Dollars	Revised Rates	Revised Schedule Value: Quan	Revised Schedule Value: Dollars	First Month: Monthly Quan	First Month: QTY to Date	First Month: Item Cost (Monthly)	Second Month: Monthly Quan	Second Month: QTY to Date	Second Month: Item Cost (Monthly)	Third Month: Monthly Quan	Third Month: QTY to Date	Third Month: Item Cost (Monthly)	Fourth Month: Monthly Quan	Fourth Month: QTY to Date	Fourth Month: Item Cost (Monthly)	FIFTH MONTH: Monthly Quan	FIFTH MONTH: QTY to Date	FIFTH MONTH: Item Cost (Monthly)	SIX MONTH: Monthly Quan	SIX MONTH: QTY to Date	SIX MONTH: Item Cost (Monthly)	Balance to Finish
		(600) ADMINISTRATIVE																										
		(602) PRELIMINARY ENGINEERING																										
		(603) CONSTRUCTION ENGINEERING																										
		(604) RIGHT-OF-WAY																										
		(605) ROADWAY CONSTRUCTION																										
1	100	Preparation of Right-of-Way	Sta	36	$ 100.00	$ 3,600.00	$ -	0.0	-	36	36	$ 3,600.00	0	0	$ -	0	-	-	0	-	-	0	-	-	0	-	-	$ 0.00
2	340	TYPE "D" HMAC (1.5")	SY	10,600.00	$ 5.85	$ 59,229.00	$ -	0.0	-	0	0	-	0	0	$ -	-	-	-	0	-	-	5,424.00	5,424.00	30,845.60	5,076.00	10,500.00	$ 29,679.60	$ 0.00
3	247	8" FLEX BASE TYPE "D" GRADE 8	SY	12,500.00	$ 4.85	$ 60,625.00	$ -	0.0	-	0	0	-	0	0	$ -	8,750.00	8,750.00	$ 42,437.50	3,750.00	12,500.00	$ 18,187.50	0	-	-	0	-	-	$ 0.00
4	260	8" LIME STABILATION OF SUBGRADE	SY	12,500.00	$ 3.25	$ 39,375.00	$ -	0.0	-	0	0	-	5,500.00	5,500.00	$ 25,270.00	4,750.00	11,250.00	$ 21,162.50	1,250.00	12,500.00	$ 5,837.50	0	12,500.00	-	0	-	-	$ 0.00
5	310	PRIME COAT (MC-30)	GAL	2,100.00	$ 7.50	$ 15,750.00	$ -	0.0	-	0	0	-	0	0	-	0	-	-	0	-	-	2,100.00	2,100.00	15,750.00	0	-	-	$ 0.00
6	502	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	4.00	$ 500.00	$ 2,000.00	$ -	0.0	-	1	1	$ 500.00	1	2	$ 500.00	0	-	-	2.00	4.00	$ 1,000.00	0	-	-	0	-	-	$ 0.00
7	531	SIDEWALKS	SY	99.00	$ 26.71	$ 2,644.19	$ -	0.0	-	0	0	-	0	0	$ -	0	-	-	99.00	99.00	$ 2,644.19	0	-	-	0	-	-	$ 0.00
8	360	CONC. CONCRETE TOP ON EXISTING SEWER MANHOLE	EA	11.00	$ 200.00	$ 2,200.00	$ -	0.0	-	0	0	-	0	0	$ -	0	-	-	0	-	-	11.00	11.00	$ 2,200.00	0	-	-	$ 0.00
9	506	SOIL EROSION AND SEDIMENT CONTROL	LS	1.00	$ 1,000.00	$ 1,000.00	$ -	0.0	-	0.5	0.5	$ 500.00	0.5	1	$ 500.00	0	-	-	0	-	-	0	-	-	0	-	-	$ 0.00
																												$ 0.00
																												$ 0.00
		Total Roadway				$ 376,419.19			-			$ 4,600.00			$ 16,270.00			$ 63,600.00			$ 24,769.19			$ 48,696.60			$ 29,679.60	$ 0.00
		(606) DRAINAGE																										
10	529	18" CURB AND GUTTER	LF	6,800.00	$ 6.50	$ 42,900.00	$ -	0.0	-	0	0	-	0	0	-	5,610.00	5,610.00	$ 36,465.00	990.00	6,600.00	$ 6,435.00	0	-	-	0	-	-	$ 0.00
11	465	TYPE "A" INLET	EA	12.00	$ 1,333.00	$ 15,600.00	$ -	0.0	-	12	12	$ 15,300.00	0	0	-	0	-	-	0	-	-	0	-	-	0	-	-	$ 0.00
12	465	STORM SEWER MANHOLE	EA	3.00	$ 2,135.00	$ 6,405.00	$ -	0.0	-	3	3	$ 6,405.00	0	0	-	0	-	-	0	-	-	0	-	-	0	-	-	$ 0.00
13	464	18" RCP CLASS III	LF	880.00	$ 18.50	$ 16,280.00	$ -	0.0	-	680	680	$ 12,580.00	200	880	$ 3,700.00	0	-	-	0	-	-	0	-	-	0	-	-	$ 0.00
14	464	24" RCP CLASS III	LF	750.00	$ 28.50	$ 21,375.00	$ -	0.0	-	750	750	$ 21,375.00	0	0	-	0	-	-	0	-	-	0	-	-	0	-	-	$ 0.00
15	402	TRENCH EXCAVATION PROTECTION	LF	200.00	$ 1.00	$ 200.00	$ -	0.0	-	200	200	$ 200.00	0	0	-	0	-	-	0	-	-	0	-	-	0	-	-	$ 0.00
16	529	6" CONCRETE VALLEY GUTTER	LF	355.00	$ 26.00	$ 9,240.00	$ -	0.0	-	0	0	-	0	0	-	0	-	-	355.00	355.00	$ 9,240.00	0	-	-	0	-	-	$ 0.00
17	530	DRIVEWAYS AND TURNOUTS (ASPHALT)	SY	114.00	$ 14.25	$ 1,624.50	$ 14.25	53.0	$ 755.25	0	0	-	0	0	-	0	-	-	0	-	-	114.00	114.00	$ 1,624.50	53.00	167.00	$ 755.25	$ 0.00
18	530	DRIVEWAYS AND TURNOUTS (CONCRETE)	SY	996.00	$ 33.00	$ 31,845.00	$ 33.00	24.0	$ 792.00	0	0	-	0	0	-	0	-	-	996.00	996.00	$ 31,845.00	0	-	-	24.00	996.00	$ 792.00	$ 0.00
																												$ 0.00
		Total Drainage				$ 146,469.50			$ 1,547.25			$ 64,440.00			$ 3,700.00			$ 36,465.00			$ 16,220.00			$ 1,624.50			$ 1,547.25	
		TOTAL BASE AMOUNTS:				$ 322,888.69			$ 1,547.25			$ 69,040.00			$ 19,970.00			$ 90,065.00			$ 72,989.19			$ 50,229.10			$ 30,226.85	$ 0.00

Project Total $ 324,435.94

RONNIE CRUZ
Print Name

11/22/10
Date

Signature

AI-24091 **18.C.2.**

BCAP Application for Payment No.2, Retainage Release and Certificate of Construction Completion - Morningsun Subdivision Precinct No.2

CC REGULAR

Date: 11/30/2010
Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For: Agapito Vargas
Department: COLONIA ACCESS PROGRAM
Agenda Category: Purchasing Department **Sub-category:** CAP Pct.2

Information

CAPTION

Acceptance and approval of the following for Morningsun Subdivision (Pct No. 2) with OG Construction Co. LLC as submitted through project engineer R. Gutierrez Engineering Corp. (C-CAP-09-212-01-19):
A. Application for Payment No. 2 Retainage Release in the amount of $8,349.03;
B. “Certificate of Construction Completion” reflecting the date of October 20, 2010.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 0 **ACCT. #:** 0-1311-206-00-000-022-0-000
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

available retainage of $8,349.03 as of 11/24/10

P.O.# 643852

Attachments

Link: Certificate of Construction Completion Morningsun Subdivision
Link: app for payment.morningsun subd.24091

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	11/22/2010 02:30 PM	APRV
2	Purchasing Department	Marty Salazar	11/22/2010 04:49 PM	APRV
3	Budget & Management	Erika Zamora	11/23/2010 08:28 AM	APRV
4	Roland Garcia	Rolando Garcia	11/24/2010 08:14 AM	APRV
5	Auditor's Office		11/24/2010 05:00 PM	NEW

Form Started By: Marcie Jackson Started On: 11/22/2010 11:03 AM

Final Approval Date: 11/24/2010

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON THE 20th DAY OF October 2010, A FINAL INSPECTION was made of the project herein described:

CONTRACT

DATE: January 19, 2010
OWNER: Hidalgo County Precinct No.2 CONSTRUCTION CONTRACTOR: OG Construction, LLC OF THE CITY OF Edinburg STATE OFTexas.

PROJECT DESCRIPTION

CONSTRUCTION OF Morning Sun Subdivision
CONTRACT-NO.: C-CAP-09-212-01-19 located in or near the City/Pct. of Pct. 2

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 dollars and 00 /100 dollars ($ 0.00), deducted from the final payment of the Contractor

3. That the contractor has presented a "Certificate of Release" stating 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	$78,145.00
	Present Amount of Contract	$83,490.25
	Total Amount of earned to date	$83,490.25
	Less: previous payments	$75,141.22
	Balance	$ 8,349.03
	Authorized deductions	$ 0.00
	AMOUNT OF FINAL PAYMENT	$ 8,349.03

6. That the final payment in the amount of eight thousand three hundred forty-nine dollars and three cents ($ 8,349.03) is now due and payable.

Rain , P.E.
Engineer's Signature

CONCURRED BY:

O.G. Construction, LLC
CONTRACTOR'S NAME

BY: _____

TITLE: Managing Member

CONCURRED BY:

Hidalgo County

APPLICATION FOR PAYMENT NO.2 RETAINAGE RELEASE

To: Hidalgo County (OWNER)
From: OG Construction (CONTRACTOR)
Contract: C-CAP-09-212-01-19
Project: Road & Drainage Construction of Morning Sun Subdivision
OWNER's Contract No. C-CAP-09-212-01-19 ENGINEER's Project No. ENG05.012Q
For Work accomplished through the date of: 20-Oct-2010

1.	Original Contract Price:		$ 78,145.00
2.	Net change by Change Orders and Written Agreements (+ or -):		$ 5,345.25
3.	Current Contract Price (1 plus 2):		$ 83,490.25
4.	Total completed and stored to date:		$ 83,490.25
5.	Retainage (per Agreement):		
	0% of completed Work:	$ -	
	10% of stored material:	$ -	
	Total Retainage:		$ -
6.	% of Construction $ Amount Completed:		
	100% of contracted $ amount has been completed		
7.	% of Construction Time Completed:		
	60 Original Contract Time in Calendar Days		
	35 Net change by Change Orders and Written Agreements (+ or -)		
	95 Current Contract Time		
	95 Total Contract Days Used to Application Date in Calendar Days		
	100% of contract days have been completed		
8.	Total completed and stored to date less retainage (4 minus 5):		$ 83,490.25
9.	Less previous Application for Payments:		$ (75,141.22)
10.	Balance to Finish:		$ -
11.	AMOUNT DUE THIS APPLICATION (8 MINUS 9		**$ 8,349.03**

REQ# 179829 P.O.# 643852
0-1311-206-00-000-022-0-000→$8,349.03
MORNINGSUN SUBDIVISION

Accompanying Documentation:

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 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 Payment is in accordance with the Contract Documents and not defective.

Dated 17-Nov-10 OG Construction
CONTRACTOR
By:

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 17th day of Nov 2010

Notary Public
My Commission expires: 3-10-2013

NORMA LINDA CERDA
My Commission Expires
March 10, 2013

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 17-Nov-10 R. GUTIERREZ ENGINEERING CORPORATION
ENGINEER
By: , P.E.

INVOICE RECEIVED BY: ON 11/18/10
GOODS/SERVICES RECEIVED BY: ON 11/18/10

Schedule of Values

Contractor Name:	OG Construction
Starting Date:	18-Jun-2010
Project Ending Date:	20-Sep-2010
Retainage Percent:	10%

Application:	RETAINAGE
Application Date:	17-Nov-2010
Period To:	20-Oct-2010
Engineer Firm	R. Gutierrez Eng. Corp.

Summary

Contract Number	Description	Original Schedule Value	C.O. #1 Schedule Value	C.O. #2 Schedule Value	C.O. #3 Schedule Value	Application #1	Retainage for App #1	Payment for Application #1	Total Completed to Date	Retainage to Date	Total Completed Less Retainage	Previous Payments	Balance To Finish
C-CAP-09-212-01-19	Road & Drainage Construction of Morning Sun Subdivision	$ 78,145.00	$ 84,332.50	$ 85,345.25	$ 83,490.25	$ 83,490.25	$ 8,349.03	$ 75,141.22	$ 83,490.25	$ 8,349.03	$ 75,141.22	$ 75,141.22	$ -
	TOTALS:	**$ 78,145.00**	**$ 84,332.50**	**$ 85,345.25**	**$ 83,490.25**	**$ 83,490.25**	**$ 8,349.03**	**$ 75,141.22**	**$ 83,490.25**	**$ 8,349.03**	**$ 75,141.22**	**$ 75,141.22**	**$ -**

Quantity Worksheet

Contractor Name: OG Construction
Starting Date: 18-Jun-2010
Project Ending Date: 20-Sep-2010
Engineer's / County Project Desc: Road & Drainage Construction of Morning Sun Subdivisio

Application: RETAINAGE
Application Date: 17-Nov-2010
Period To: 20-Oct-2010
Engineer's / County Project No.: ENG05.012Q

No.	Item Code	Description	Unit	Original Schedule Value			Change Order #1 Revised Schedule Value			Change Order #2 Revised Schedule Value			Change Order #3 Revised Schedule Value			Application #1				Balance To Finish	
				Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
		(905) ROADWAY																			
1		Excavation (Roadway)	CY	$ 2.00	1,816.00	$ 3,632.00	$ 2.00	1,816.00	$ 3,632.00	$ 2.00	1,816.00	$ 3,632.00	$ 2.00	1,816.00	$ 3,632.00	1,816.00	1,816.00	$ 3,632.00	$ 3,632.00	0.00	$ -
2		Embankment (Rdwy)(Dens. Cont.)(Ty C)	CY	$ 8.00	230.00	$ 1,840.00	$ 8.00	230.00	$ 1,840.00	$ 8.00	230.00	$ 1,840.00	$ 8.00	230.00	$ 1,840.00	230.00	230.00	$ 1,840.00	$ 1,840.00	0.00	$ -
3		Cell Fiber Seeding (Temp)(Warm)	SY	$ 2.00	1,033.00	$ 2,066.00	$ 2.00	1,033.00	$ 2,066.00	$ 2.00	1,033.00	$ 2,066.00	$ 2.00	0.00	$ -	-	-	$ -	$ -	0.00	$ -
4		Cell Fiber Seeding (Temp)(Cool)	SY	$ 1.50	1,033.00	$ 1,549.50	$ 1.50	1,033.00	$ 1,549.50	$ 1.50	1,033.00	$ 1,549.50	$ 1.50	0.00	$ -	-	-	$ -	$ -	0.00	$ -
5		Cell Fiber Seeding (Perm)(Urban)(Clay)	SY	$ 1.00	2,066.00	$ 2,066.00	$ 1.00	2,066.00	$ 2,066.00	$ 1.00	2,066.00	$ 2,066.00	$ 1.00	2,066.00	$ 2,066.00	2,066.00	2,066.00	$ 2,066.00	$ 2,066.00	0.00	$ -
6		Flexible Base (6")(Compl-In-Place)(Ty E)(Gr 4)	CY	$ 31.75	862.00	$ 27,368.50	$ 31.75	862.00	$ 27,368.50	$ 31.75	883.00	$ 28,035.25	$ 31.75	883.00	$ 28,035.25	883.00	883.00	$ 28,035.25	$ 28,035.25	0.00	$ -
7		Prime Coat (AC-30)	GAL	$ 8.00	844.00	$ 6,752.00	$ 8.00	844.00	$ 6,752.00	$ 8.00	869.00	$ 6,952.00	$ 8.00	869.00	$ 6,952.00	869.00	869.00	$ 6,952.00	$ 6,952.00	0.00	$ -
8		Barricades, Signs & Traffic Handling	MO	$ 700.00	2.00	$ 1,400.00	$ 700.00	2.00	$ 1,400.00	$ 700.00	2.00	$ 1,400.00	$ 700.00	2.00	$ 1,400.00	2.00	2.00	$ 1,400.00	$ 1,400.00	0.00	$ -
9		Construction Exits (Ty II)(Install)	SY	$ 8.00	84.00	$ 672.00	$ 8.00	84.00	$ 672.00	$ 8.00	84.00	$ 672.00	$ 8.00	84.00	$ 672.00	84.00	84.00	$ 672.00	$ 672.00	0.00	$ -
10		Construction Exits (Ty II)(Remove)	SY	$ 4.00	84.00	$ 336.00	$ 4.00	84.00	$ 336.00	$ 4.00	84.00	$ 336.00	$ 4.00	84.00	$ 336.00	84.00	84.00	$ 336.00	$ 336.00	0.00	$ -
11		Temp Sediment Control Fence	LF	$ 3.00	96.00	$ 288.00	$ 3.00	96.00	$ 288.00	$ 3.00	96.00	$ 288.00	$ 3.00	96.00	$ 288.00	96.00	96.00	$ 288.00	$ 288.00	0.00	$ -
12		Concrete Curb & Gutter (Ty A)(Barrier)	LF	$ 7.00	2,735.00	$ 19,145.00	$ 7.00	2,735.00	$ 19,145.00	$ 7.00	2,821.00	$ 19,747.00	$ 7.00	2,821.00	$ 19,747.00	2,821.00	2,821.00	$ 19,747.00	$ 19,747.00	0.00	$ -
13		Concrete Valley Gutter (6-Ft)	LF	$ 32.00	70.00	$ 2,240.00	$ 32.00	70.00	$ 2,240.00	$ 32.00	70.00	$ 2,240.00	$ 32.00	70.00	$ 2,240.00	70.00	70.00	$ 2,240.00	$ 2,240.00	0.00	$ -
14		Driveways (CONCRETE)	SY	$ 30.00	279.00	$ 8,370.00	$ 30.00	279.00	$ 8,370.00	$ 30.00	263.80	$ 7,914.00	$ 30.00	308.00	$ 9,240.00	308.00	308.00	$ 9,240.00	$ 9,240.00	0.00	$ -
15		Small Roadside Sign Assembly (Ty A)	EA	$ 210.00	2.00	$ 420.00	$ 210.00	2.00	$ 420.00	$ 210.00	2.00	$ 420.00	$ 210.00	2.00	$ 420.00	2.00	2.00	$ 420.00	$ 420.00	0.00	$ -
16		Driveways (Ty PRB-1)	SY	$ -	0.00	$ -	$ 11.00	562.50	$ 6,187.50	$ 11.00	562.50	$ 6,187.50	$ 11.00	602.00	$ 6,622.00	602.00	602.00	$ 6,622.00	$ 6,622.00	0.00	$ -
		TOTAL ROADWAY IMPROVEMENT AMOUNTS:				78,145.00			$ 84,332.50			85,345.25			83,490.25			83,490.25	83,490.25		0.00

Prepared and Checked By: Printed Name: Javier Gutierrez Date: 17-Nov-2010

Signature:

AI-24065 **18.D.1.**

Purchase of One 2011 or Newer Ford Expedition
CC REGULAR

Date:	11/30/2010
Submitted By:	Oscar Garza, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Sheriff's Office

Information

CAPTION

a. Authorization to purchase through Hidalgo County's membership and participation with TASB/Buyboard's awarded vendor, Philpott Motors-Contract No. 281-07), One (1) 2011 or Newer Ford Expedition in the amount of $23,502.00 to include but not limited to delivery and Buyboard fees; or, in the alternative,

b. Authority to advertise sealed competitive procurement for the purchase of: One (1) 2011 or Newer Ford Expedition with same equipment and specifications and/or equivalent to.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-421-00-280-001-0-741

FUNDS AVAILABLE Y/N?: YES **MATCHING FUNDS Y/N?:** NO

BUDGETARY IMPACT:

Available balance as of 11-23-10 $18,971.00.

FISCAL YEAR: 2010 **ACCT. #:** 0-1229-421-00-280-007-0-741

FUNDS AVAILABLE Y/N?: YES **MATCHING FUNDS Y/N?:** NO

BUDGETARY IMPACT:

Available balance as of 11-23-10 $4,531.00.

Attachments

Link: 10-381

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/22/2010 04:35 PM	APRV
2	Budget & Management	Erika Zamora	11/23/2010 08:17 AM	APRV
3	Manuel Chapa	Manuel Chapa	11/23/2010 01:28 PM	APRV
4	Auditor's Office		11/24/2010 05:00 PM	NEW

Form Started By: Oscar Garza

Started On: 11/19/2010 08:49 AM

Final Approval Date: 11/24/2010

Hidalgo County Purchasing Department
Purchasing Request Form

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

Request Date: November 18, 2010	
Department: Hidalgo County Sheriff's Office	
Name of Approving Elected Official/Department Head/Supervisor: Guadalupe "Lupe" Trevino, Sheriff	
Point of Contact: Myra Montoya	Contact Phone Number: 956-393-6024 Contact Fax Number: 956-393-6027
Contact E-Mail myra.montoya@hidalgoso.org	
Budget Account Number: 0-1100-421-00-280-001-0-741 and 0-1229-421-00-280-007-0-741	
Signature of Approving Elected Official/Department Head/Supervisor:	
Estimated Date Goods/Services are required: December 13, 2010	

Goods/Services Description: (Please provide detailed information (specifications)of the Goods/Services being requested) use additional sheets if required.

2011 Ford Expedition

FOR PURCHASING DEPARTMENT OFFICE USE: To be completed by the Purchasing Department

Procurement Manager Notes:	
Assigned to Buyer:	
Date Assigned:	
Project Type:	
Project Number:	
Notified Department on:	

Special Instructions by Procurement Manager:

Req: 185201

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

Vehicles

BUYBOARD #281-07

End User: HIDALGO COUNTY SHERIFF'S DEPT. **Philpott Rep:** ALAN WILEY 888 858-7801

Contact: RICHARD OZUNA **Date:** 4-Nov-10

Product Description: FORD EXPEDITION

A. Bid Series: 8 **A. Base Price:** $ 22,177.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
	SPECIAL SERVICE MODEL	STD			
	5.4L AUTOMATIC	STD			
FSD	FACTORY STEEL AND	$ 925.00			
	DELIVERY SURCHARGE				
	AM-FM CD TILT/CRUISE	STD			
	WHITE ON ORDER FOR A	NOTE			
	ESTIMATED DELIVERY	NOTE			
	IN 30-45 DAYS	NOTE			

Total of B. Published Options: $ 925.00

C. Unpublished Options [Itemize each below, not to exceed 25%] $= 0.0 %

Options	Bid Price	Options	Bid Price

Total of C. Unpublished Options: $ -

D. Contract Price Adjustment:

E. Delivery Charges: _____ miles $ -

F. Total of A + B + C + D + E = F $ 23,102.00

G. Quantity Ordered 1 **x F =** $ 23,102.00

H. BUYBOARD Administrative Fee ($400 per purchase order) $ 400.00

I. Non-Equip Charges & Credits

J. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE | $ 23,502.00

23502.00
- 18,971.00
= Student Credit
Need 4,531.00

AI-24142 **18.D.2.**

SPILLMAN TECHNOLOGIES SOFTWARE
CC REGULAR

Date: 11/30/2010
Submitted By: Matilde Faz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Sheriff's Office

Information

CAPTION

Requesting approval to purchase Spillman Software through our membership/participation with Department of Information Resources and authority to execute required purchase/end user license and support agreement with Spillman Technologies, Inc. contract #DIR-SDD-1623 in the total amount of $623,873.00 purchase to be done in 2 phases: Phase I-Requisition #185358, effective upon approval, Phases II will follow thereafter as requested by the Sheriff's Office (0-1100-421-00-280-001-0-320/747);

Phase I - Records Management System (RMS)

Records Management System	$64,876.00
Civil Process	$13,280.00
Equipment Maintenance / Management	$5,567.00
Personnel and Training	$10,043.00

Phase I - Total $93,766.00

Phase I - Professional Services

Project Management	$5,234.00
Installation Services	$8,691.00
Training Services	$14,400.00

Phase I - Total Services $28,325.00
Phase I - Grand Total $122,091.00

Phase II - Computer Aided Dispatch (CAD), Mobile and Investigations

Computer Aided Dispatch (CAD)	$56,108.00
CAD Mapping	$40,255.00
911 Interface	$14,943.00
Mobile Server	$22,650.00
Mobile Software (85 licenses purchase / 15 licenses free	$92,319.00
Automated Field Reporting (85 licenses purchase / 15 licenses free	$83,536.00
HUB (System Core)	$96,811.00
Statelink - TLETS / TCIC Interface	$19,888.00
Evidence Management / Bar Coding	$5,567.00
Compstat Dashboard	$23,265.00

Phase II - Total $455,342.00

Phase II - Professional Services

Project Management	$6,123.00
Installation Services	$9,493.00
Training Services	$30,824.00

Phase II - Total Professional Services $46,440.00
Phase II - Grand Total $501,782.00

Total amount for Phase I & II $623,873.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1284-421-00-280-065-3-320
FUNDS AVAILABLE Y/N?: Yes / LIT **MATCHING FUNDS Y/N?:** Yes
BUDGETARY IMPACT:
pending AI-24098 for $46,440.00

FISCAL YEAR: 2010 **ACCT. #:** 0-1284-421-00-280-065-3-747
FUNDS AVAILABLE Y/N?: Yes / LIT **MATCHING FUNDS Y/N?:** Yes
BUDGETARY IMPACT:
pending AI-24098 for $178,632
Balance on acount is $276,710.00 ----- Total $455,342.00

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-421-00-280-001-0-320
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:** Yes
BUDGETARY IMPACT:
available balance of $29,940.00 as of 11/24/10.

FISCAL YEAR: 2010 **ACCT. #:** 01100421002800010747
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:** Yes
BUDGETARY IMPACT:
available balance of $94,755.00

Attachments

Link: SPILLMAN TECHNOLOGIES SHERIFF'S DEPT.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Darlene Betancourt	11/24/2010 10:04 AM	APRV
2	Budget & Management	Erika Zamora	11/24/2010 10:56 AM	APRV
3	Manuel Chapa	Monica Badillo	11/24/2010 11:11 AM	APRV

4	Roland Garcia	Rolando Garcia	11/24/2010 01:37 PM	APRV
5	Auditor's Office		11/24/2010 05:00 PM	NEW

Form Started By: Matilde Faz

Started On: 11/23/2010 03:59 PM

Final Approval Date: 11/24/2010

Requisition

SHERIFF'S LAW ENFORMENT FACILITY

Req # 00185358

PO #

Date: 11/18/10

Regular
#24142
11/30/10

Bill To: x
x

Vendor : 385026
SPILLMAN TECHNOLOGIES, INC.
4625 W. LAKE PARK BLVD.
SALT LAKE CITY UT 84120
FAX (801)902-1210

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

Contact: T. CONTRERAS
956-393-6024

Contract No: DIR-SDD-1623

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		CONTRACT DIR-SDD-1623, APPROVED CC: 11/22/2010		
		DO NOT DUPLICATE ORDER		
1.00	EACH	NEW SOFTWARE (RECORDS MANAGEMENT SYSTEM)	93,766.00	93,766.00
1.00	EACH	SERVICES (EQUIPMENT MAINTENANCE/MGMT/PERSONNEL AND TRAINING)	28,325.00	28,325.00
1.00	EACH	PHASE II: SOFTWARE (COMPUTER AIDED DISPATCH, MOBILE & INVESTIGATIONS)	455,342.00	455,342.00
1.00	EACH	SERVICES (EQUIPMENT MAINTENANCE/MGMT/PERSONNEL AND TRAINING)	46,440.00	46,440.00
		Account No	Encumbrance	
		Line item Transfer pending		
			Freight	.00
		See. Attachments	Total	623,873.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

spillman technologies, inc.
Reliable Innovation

4625 West Lake Park Blvd.
Salt Lake City, UT 84120
(801) 902-1200
fax (801) 902-1210

SALES QUOTE / PURCHASE AGREEMENT

Hidalgo County Sheriff
711 El Cibolo Road
Edinburg, Texas 78542

Contact: Chief Anacleto Martinez

Phone:	956-383-8114
Agreement Preparation Date:	11/23/2010
Expiration Date:	12/31/2010
Operating System Server:	Windows
Quote Number:	2010-0344R
Salesman:	Scot Woodbury
DIR Contract Number:	DIR-SDD-1623

This Sales Quote / Purchase Agreement ("Agreement") is made and entered into this _____ day of _____, 2010 by and between the Customer and Spillman Technologies, Inc. ("Spillman"), 4625 West Lake Park Blvd., Salt Lake City, UT 84120.

Section 1: Quote Summary

Spillman Records Management System (RMS)	$	93,766
Spillman Computer Aided Dispatch (CAD), Mobile and Investigations	$	455,342
Professional Services	$	74,765
Total Purchase Price	**$**	**623,873**

Approved and Accepted by:

I have read this Agreement in its entirety and hereby approve and accept the terms and conditions of this Agreement as contained herein.

Signature of Authorized Representative

Ramon Garcia
Print Name of Authorized Representative

County Judge
Title of Authorized Representative

11/30/10
Date

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Section 2: Spillman Software

Records Management System (RMS)	MSRP	DIR Discount	Price
Records Management System	$ 92,022	29.50%	$ 64,876
Law Records			
Traffic Information			
TX UCR			
Pawned Property			
Vehicle Impound			
Fleet Management			
Inventory Management			
Pin Mapping			
Civil Process	$ 18,837	29.50%	$ 13,280
Equipment Maintenance/Management	$ 7,896	29.50%	$ 5,567
Personnel and Training	$ 14,245	29.50%	$ 10,043

Spillman Software Total: $ 93,766

Computer Aided Dispatch (CAD), Mobile and Investigations	MSRP	DIR Discount	Price
Computer Aided Dispatch (CAD)	$ 79,586	29.50%	$ 56,108
CAD Mapping	$ 57,099	29.50%	$ 40,255
911 Interface	$ 21,196	29.50%	$ 14,943
Mobile Server	$ 30,000	24.50%	$ 22,650
Mobile Software (85 licenses purchase / 15 licenses free)	$ 122,277	24.50%	$ 92,319
Mobile RMS Queries			
Mobile TLETS/TCIC Queries			
Mobile Messenger			
Mobile AVL, Mapping and Quickest Route			
Mobile Voiceless CAD			
Automated Field Reporting (85 licenses purchase / 15 licenses free)	$ 110,644	24.50%	$ 83,536
Mobile Law Offense/Incident Form			
Field Interview Form - Law			
Electronic Citation Form			
Driver License Scanning Interface and Hardware (75 units)			
Spillman Touch™ (Smartphone App)			
HUB (System Core)	$ 128,226	24.50%	$ 96,811
Spillman Reporting			
Warrants			
Centralized Master Tables (Name, Property, Vehicle)			
Integrated Involvements			
Training Database			
Message Center			
Geo-Base			
Racial Demographics			
Workflow Management			
Dissemination			
Sex Offender			
Gangs			
Arrests			
Integrated Line-ups			
Internal Affairs			
XML Query Server			
Open Database (ODBC) and Global Justice XML Data Model			
Database Licensing			
Photo Imaging			
File Attachments			
Statelink - TLETS/TCIC Interface	$ 28,210	29.50%	$ 19,888
Evidence Management / Bar Coding	$ 7,896	29.50%	$ 5,567
Compstat Dashboard	$ 33,000	29.50%	$ 23,265
Compstat Dashboard			
Main Dashboard			
Crime Dashboard			
Quality of Life Dashboard			
Traffic & Accidents Dashboard			
Compstat Dashboard Mapping			

Spillman Software Total: $ 455,342

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Section 3: Spillman Professional Services

Phase 1 Services (Records Management System)	MSRP	DIR Discount	Price
Project Management	$ 6,502	19.50%	$ 5,234
Installation Services	$ 10,796	19.50%	$ 8,691
Training Services	$ 17,888	19.50%	$ 14,400
		Total Phase 1	$ 28,325

Phase 2 Services (Computer Aided Dispatch, Mobile & Investigations)	MSRP	DIR Discount	Price
Project Management	$ 7,606	19.50%	$ 6,123
Installation Services	$ 11,793	19.50%	$ 9,493
Training Services	$ 38,291	19.50%	$ 30,824
		Total Phase 2	$ 46,440

Description	MSRP	DIR Discount	Price
Spillman Professional Services Included			
Installation and Implementation Management -Pre Implementation Meeting -Hardware Installation and Testing -Software Installation and Testing -Interface Installation and Testing -Pre-Implementation Meeting -Dedicated project manager from contract signing through implementation, go-live.			
Training -Assistance in data entry standards and code tables -Administrative assistance and system configuration assistance -Onsite Gobics (Mapping) Training -On Site Project Team Training -On-Site End User Training (up to 16 attendees per class) -On-Site Go-Live Assistance (3 weeks total) -1 week of on-site SAA training & testing 3-6 months after go-live			

Services Total: $ 74,765

TOTAL PURCHASE PRICE: $ 623,873

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Section 4: Maintenance

Second-year support and maintenance begins 15 months after go-live.

Estimated Second Year Maintenance	$ 125,640
1 week on-site refresher training each year	included
Upgrades and Enhancements	included
Unlimited Access to Standard Business Hour Support	included
My Spillman Customer Web portal	included
$1,500 Users Conference Credit	included

Section 5: Payment Terms

Below are outlined the payment terms for the Spillman Public Safety Software System. The Invoice Numbers, Dates and Cost are based on previously discussed monetary allocations as well as desired purchase timeline. These may be changed in the interest of both parties, subject further discussions between Hidalgo County and Spillman Technologies.

Invoice Number / Purchase Order	Estimated Delivery Date	Product Name	Items Included (See Section 2 "Spillman Software" for more detail)	Item	Total Cost
1	12/15/2010	Records Management System (RMS)	Records Management Civil Process Equipment Maintenance/Mgmt Personnel and Training	Software Services Total	$ 93,766 $ 28,325 $ 122,091
2	1/15/2011	Computer Aided Dispatch (CAD), Mobile & Investigations	CAD CAD Mapping 911 Interface Mobile Server Mobile Software Automated Field Reporting HUB (System Core) Statelink - TLETS/TCIC Evidence Management Compstat Dashboard	Software Services Total	$ 455,342 $ 46,440 $ 501,782
			Total Purchase Cost		$ 623,873

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Section 6: Agreement Terms

1. This Agreement only covers the products and services listed herein.

2. Customer agrees to pay all invoices within thirty (30) days of invoice date.

3. Customer agrees to pay Spillman the Agreement Purchase Price according to the payment terms stated in Section 6. The Agreement Purchase Price is valid only through the expiration date indicated and only if all listed products and services are purchased as a complete package.

4. Customer is solely responsible for the payment of any and all taxes resulting from the acceptance of this Agreement and purchase of the products and services described herein.

5. When signed by an authorized Customer representative this Agreement serves as the Purchase Agreement between Customer and Spillman.

6. This Agreement is subject to all terms and conditions in the corresponding, valid Computer Software End-User License Agreement (the "License Agreement") and the related Maintenance Agreement between Customer and Spillman.

7. Any of the following events shall constitute a "default" under this Agreement:
   a. Customer's failure to pay Spillman any charges, costs, or other payment accruing herein, if such failure has not been corrected within ten (10) calendar days after Spillman has given Customer written notice of such failure; or
   b. Customer's failure to perform any other obligation set forth in this Agreement, including any act of repudiation or wrongful rejection of the product, if such failure has not been corrected within thirty (30) days after Spillman has given Customer written notice of such failure.

   c. Spillman's failure to perform any obligations set forth in this Agreement, if such failure has not been corrected within thirty (30) days after Customer has given Spillman written notice of such failure.

8. Upon occurrence of a default, the non-defaulting party may:
   a. Terminate this Agreement and invoke all rights the party possesses up to termination, including, in Spillman's case, repossession of the Product, and

   b. If Customer remains liable for any monetary obligations created under this Agreement, Spillman may accelerate and declare all obligations of Customer created under this Agreement to be immediately due and payable by Customer as a liquidated sum and proceed against Customer in any lawful way for satisfaction of such sum; and
   c. In addition to the forgoing, seek any other remedies that may be available at law or in equity.

9. Customer acknowledges that the monetary obligations of the Customer to Spillman under this Agreement constitute a commercial account. Customer shall pay, in addition to all other amounts owed to Spillman, interest calculated at one-and-one-half percent (1.5%) per month on all amounts that have not been paid to Spillman pursuant to the terms of this Agreement, or the highest rate permitted by law, whichever is less. Customer shall also be liable for all costs of collection, including reasonable attorney's fees whether or not a suit is instituted. Any delay or failure of either party in exercising any right hereunder, or any partial exercise thereof, shall not be deemed to constitute a waiver of any right granted hereunder or at law.

10. This Agreement constitutes the entire Purchase Agreement between the parties, with respect to the products and services listed herein, and no amendment to this Agreement shall be binding on either party unless such amendment is in writing and executed by authorized representatives of both parties. The parties understand that the License Agreement and the Support Agreement shall be considered with this Agreement as an integrated Agreement and is the complete and exclusive statement of the parties obligations and responsibilities, with respect to the products and services listed herein and therein, except as otherwise provided by law.

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Spillman Technologies
DIR-SDD-1623
Public Safety Software Price List

Product Line	Users*	Spillman MSRP	Discount % off MSRP	DIR price (includes shipping)
* Spillman's Site License is based on the number of Full Time Employees. Spillman's pricing applies to stand-alone agencies. Additionally, Spillman's MSRP is based on our established level of product development and services within the public safety software industry nationwide over the past 30 years.				
Evidence Management / Bar Coding	1-23	$5,516	29.50%	$3,889
	24-50	$7,896	29.50%	$5,567
	51-110	$13,272	29.50%	$9,357
	111-250	$23,786	29.50%	$16,769
	251-500	$50,743	29.50%	$35,774
	501-750	$62,846	29.50%	$44,306
	751-1000	$87,187	29.50%	$61,467
Equipment Maintenance	1-23	$3,136	29.50%	$2,211
	24-50	$4,606	29.50%	$3,247
	51-110	$7,833	29.50%	$5,522
	111-250	$13,790	29.50%	$9,722
	251-500	$30,100	29.50%	$21,221
	501-750	$41,095	29.50%	$28,972
	751-1000	$54,762	29.50%	$38,607

Product Line	Dispatch Stations*	Spillman MSRP	Discount % off MSRP	DIR price (includes shipping)
* Spillman's Site License is based on for CAD, CAD Mapping and 911 Interface the "Site License" is based on number of dispatch stations. Spillman's pricing applies to stand-alone agencies. Additionally, Spillman's MSRP is based on our established level of product development and services within the public safety software industry nationwide over the past 30 years.				
Computer Aided Dispatch (CAD)	1-2	$28,130	29.50%	$19,832
	3-5	$51,269	29.50%	$36,145
	6-10	$79,586	29.50%	$56,108
	11-15	$127,966	29.50%	$90,216
	16-20	$178,990	29.50%	$126,188
	21-25	$231,380	29.50%	$163,123
911 Interface	1-2	$7,000	29.50%	$4,935
	3-5	$11,879	29.50%	$8,375
	6-10	$21,196	29.50%	$14,943
	11-15	$29,666	29.50%	$20,915
	16-20	$37,366	29.50%	$26,343
	21-25	$45,423	29.50%	$32,023
CAD Mapping & AVL	1-2	$19,187	29.50%	$13,527
	3-5	$32,571	29.50%	$22,963
	6-10	$57,099	29.50%	$40,255
	11-15	$80,479	29.50%	$56,738
	16-20	$99,938	29.50%	$70,456
	21-25	$125,489	29.50%	$88,470

Spillman Technologies
DIR-SDD-1623
Public Safety Software Price List

Product Line	Users*	Spillman MSRP	Discount % off MSRP	DIR price (includes shipping)
* Spillman's Site License is based on the number of Full Time Employees. Spillman's pricing applies to stand-alone agencies. Additionally, Spillman's MSRP is based on our established level of product development and services within the public safety software industry nationwide over the past 30 years.				
HUB (System Core)	1-23	$41,370	24.50%	$31,234
(includes Names, Property, Vehicles, Warrants, Images and File Attachments)	24-50	$58,261	24.50%	$43,987
	51-110	$72,989	24.50%	$55,107
	111-250	$128,226	24.50%	$96,811
Purchase HUB plus any other modules. HUB is required to run Spillman.	251-500	$259,553	24.50%	$195,963
	501-750	$375,113	24.50%	$283,210
	751-1000	$491,861	24.50%	$371,355
Statelink- TLETS/TCIC Interface	1-23	$13,513	29.50%	$9,527
	24-50	$26,613	29.50%	$18,762
	51-110	$28,210	29.50%	$19,888
	111-250	$54,951	29.50%	$38,740
	251-500	$131,112	29.50%	$92,434
	501-750	$187,354	29.50%	$132,085
	751-1000	$236,789	29.50%	$166,936
Records Management System (RMS)	1-23	$24,479	29.50%	$17,258
	24-50	$47,860	29.50%	$33,741
	51-110	$86,442	29.50%	$60,942
	111-250	$92,022	29.50%	$64,876
	251-500	$156,046	29.50%	$110,012
	501-750	$224,986	29.50%	$158,615
	751-1000	$317,828	29.50%	$224,069
Civil	1-23	$9,702	29.50%	$6,840
	24-50	$18,837	29.50%	$13,280
	51-110	$24,087	29.50%	$16,981
	111-250	$72,546	29.50%	$51,145
	251-500	$92,085	29.50%	$64,920
	501-750	$118,765	29.50%	$83,729
	751-1000	$148,986	29.50%	$105,035
Compstat Dashboard	1-23	$16,500	29.50%	$11,633
	24-50	$25,000	29.50%	$17,625
	51-110	$33,000	29.50%	$23,265
	111-250	$55,000	29.50%	$38,775
	251-500	$66,000	29.50%	$46,530
	501-750	$77,000	29.50%	$54,285
	751-1000	$88,000	29.50%	$62,040
Personnel and Training	1-23	$5,726	29.50%	$4,037
	24-50	$8,316	29.50%	$5,863
	51-110	$14,245	29.50%	$10,043
	111-250	$25,088	29.50%	$17,687
	251-500	$54,544	29.50%	$38,454
	501-750	$72,897	29.50%	$51,392
	751-1000	$93,485	29.50%	$65,907

Spillman Technologies
DIR-SDD-1623
Public Safety Software Price List

Product Line	Dispatch Stations*	Spillman MSRP	Discount % off MSRP	DIR price (includes shipping)
* Spillman's Site License is based on for CAD, CAD Mapping and 911 Interface the "Site License" is based on number of dispatch stations. Spillman's pricing applies to stand-alone agencies. Additionally, Spillman's MSRP is based on our established level of product development and services within the public safety software industry nationwide over the past 30 years.				
Pro QA Interface	1-2	$8,484	29.50%	$5,981
	3-5	$12,764	29.50%	$8,999
	6-10	$22,146	29.50%	$15,613
	11-15	$29,989	29.50%	$21,142
	16-20	$38,782	29.50%	$27,341
	21-25	$51,254	29.50%	$36,134
Response Plans	1-2	$25,900	29.50%	$18,260
	3-5	$44,670	29.50%	$31,492
	6-10	$77,980	29.50%	$54,976
	11-15	$111,380	29.50%	$78,523
	16-20	$137,954	29.50%	$97,258
	21-25	$171,653	29.50%	$121,015
Premise and Hazmat	1-2	$11,480	29.50%	$8,093
	3-5	$19,790	29.50%	$13,952
	6-10	$34,500	29.50%	$24,323
	11-15	$49,500	29.50%	$34,898
	16-20	$62,751	29.50%	$44,239
	21-25	$86,124	29.50%	$60,717

Product Line	Per License*	Spillman MSRP	Discount % off MSRP	DIR price (includes shipping)
* Spillman's Mobile License is based on the number of laptops in the cars. It may be used by multiple users. The license only applies to the computer it is installed on. Spillman's pricing applies to stand-alone agencies. Additionally, Spillman's MSRP is based on our established level of product development and services within the public safety software industry nationwide over the past 30 years.				
Mobile Server	Required	$30,000	24.50%	$22,650
Mobile Per Computer	1-10	$1,600	24.50%	$1,208
(Includes: state and local databases queries, voiceless CAD, Mapping and AVL)	11-25	$1,550	24.50%	$1,170
	26-50	$1,500	24.50%	$1,133
	51-100	$1,450	24.50%	$1,095
	101-200	$1,400	24.50%	$1,057
	201-350	$1,350	24.50%	$1,019
	351-500	$1,300	24.50%	$982
Automated Field Reporting	1-10	$1,842	24.50%	$1,391
	11-25	$1,620	24.50%	$1,223
	26-50	$1,422	24.50%	$1,074
	51-100	$1,315	24.50%	$993
	101-200	$1,190	24.50%	$898
	201-350	$1,078	24.50%	$814
	351-500	$989	24.50%	$747

Spillman Technologies
DIR-SDD-1623
Public Safety Software Price List

Product Line	Jail Beds*	Spillman MSRP	Discount % off MSRP	DIR price (includes shipping)
* Spillman's Jail "Site License" is based on the number of beds in the jail. Spillman's pricing applies to stand-alone agencies. Additionally, Spillman's MSRP is based on our established level of product development and services within the public safety software industry nationwide over the past 30 years.				
Jail Management System (JMS)	1-50	$25,277	29.50%	$17,820
	51-150	$33,810	29.50%	$23,836
	151-350	$55,629	29.50%	$39,218
	351-500	$76,405	29.50%	$53,866
	501-750	$107,555	29.50%	$75,826
	751-1000	$164,836	29.50%	$116,209
Livescan Interface	1-50	$7,763	29.50%	$5,473
	51-150	$15,064	29.50%	$10,620
	151-350	$19,264	29.50%	$13,581
	351-500	$33,943	29.50%	$23,930
	501-750	$52,070	29.50%	$36,709
	751-1000	$73,543	29.50%	$51,848
Commissary	1-50	$9,065	29.50%	$6,391
	51-150	$12,138	29.50%	$8,557
	151-350	$19,950	29.50%	$14,065
	351-500	$27,293	29.50%	$19,242
	501-750	$38,983	29.50%	$27,483
	751-1000	$59,885	29.50%	$42,219

Professional Services	Rate	Spillman MSRP	Discount % off MSRP	DIR price (includes shipping)
* Spillman's Professional Services include the below items. Required hours per project vary based on size, items purchased and individual agency needs. Please consult your Spillman Sales Representative for information regarding your project. Spillman's pricing applies to stand-alone agencies. Additionally, Spillman's MSRP is based on our established level of product development and services within the public safety software industry nationwide over the past 30 years.				
Services				
Project Management	Per Hour	$182	29.50%	$128
Installation	Per Hour	$182	29.50%	$128
Training	Per Hour	$202	29.50%	$142
Annual Support and Maintenance: DIR Customers receive a 2.5% discount off MSRP				
All new product modules will be offered to DIR Customers at a 25% discount off MSRP				

APPENDIX C PRICING SCHEDULE SPILLMAN TECHNOLOGIES DIR CONTRACT No. DIR-SDD-1623

PRODUCT/SERVICE DESCRIPTION	CUSTOMER DISCOUNT
HUB (System Core)	24.50%
Statelink-TLETS/TCIC Interface	29.50%
Records Management System (RMS)	29.50%
Civil	29.50%
Compstat Dashboard	29.50%
Personnel & Training	29.50%
Evidence Management/Bar Coding	29.50%
Equipment Maintenance	29.50%
Computer Aided Dispatch (CAD)	29.50%
911 Interface	29.50%
CAD Mapping & AVL	29.50%
Pro QA Interface	29.50%
Response Plans	29.50%
Premise & Hazmat	29.50%
Mobile Server	24.50%
Mobile per Computer	24.50%
Automated Field Reporting	24.50%
Jail Management System (JMS)	29.50%
Livescan Interface	29.50%
Commissary	29.50%
Project Management Services	19.50%
Installation Services	19.50%
Training Services	19.50%

APPENDIX C PRICING SCHEDULE SPILLMAN TECHNOLOGIES DIR CONTRACT No. DIR-SDD-1623

Annual Support & Maintenance	2.50%
New Product Modules	25.00%

Appendix E to DIR Contract No. DIR-SDD-1623

SPILLMAN®

COMPUTER SOFTWARE END-USER

SUPPORT AGREEMENT

11/1/2007

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This Support Agreement ("Agreement") is made and entered into by and between:

Spillman Technologies, Inc. ("Spillman")
4625 West Lake Park Blvd.
Salt Lake City, Utah 84120

and

Hidalgo County Sheriff
711 El Cibolo Road
Edinburg, Texas 78542

SPILLMAN'S SUPPORT OF THE LICENSED PROGRAM WILL NOT COMMENCE UNTIL AN AUTHORIZED REPRESENTATIVE OF CUSTOMER HAS EXECUTED THIS AGREEMENT AND AN AUTHORIZED REPRESENTATIVE OF SPILLMAN HAS RECEIVED, APPROVED, AND EXECUTED A COPY OF IT AS EXECUTED BY CUSTOMER.

WHEREAS, Spillman and Customer entered into that certain DIR Contract No. DIR-SDD-1623 and Computer Software End-User License Agreement (the "License Agreement") under which Customer obtained a non-exclusive, nontransferable license to use certain computer software in object code form and related user documentation (the "Licensed Program", as further defined below) on certain terms and conditions;

WHEREAS, Spillman desires to offer Customer certain services with respect to the Licensed Program on the terms and conditions set forth herein:

NOW THEREFORE, in consideration of these recitals and the mutual obligations herein, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1: Definitions

For the purposes of this Agreement, the following definitions shall apply to the respective capitalized terms:

1.1 **Coverage Hours.** The hours between 8:00 AM and 6:00 PM, Central Standard time, on the days Monday through Friday, excluding regularly scheduled holidays of Spillman

1.2 **Enhancement.** Any modification or addition that, when made or added to the Licensed Program, changes its utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction. Spillman may designate Enhancements as minor or major, depending on Spillman's assessment of their value and of the function added to the preexisting Licensed Program.

1.3 **Error.** Any failure of the Licensed Program to conform in all material respects to its functional specifications as published from time to time by Spillman, subject to the exceptions set forth in Section 4.

1.4 **Error Correction.** Either a software modification or addition that, when made or added to the Licensed Program, establishes material conformity of the Licensed Program to the functional specifications, or a procedure or routine that, when observed in the regular operation of the Licensed Program, eliminates the practical adverse effect on Customer of such nonconformity. Error Correction services are subject to the exceptions set forth in Section 4.

1.5 **Licensed Program.** One or more of the computer software components and/or software interfaces developed by Spillman, as identified in one or more Sales Quote/Purchase Agreements between the parties (the "Purchase Agreement"), and which is licensed to Customer pursuant to the License Agreement. The Licensed Program specifically excludes computer software not developed by Spillman, but that might be used in conjunction with the Spillman software; such as, word processors, spreadsheets, terminal emulators, etc. The Licensed Program includes certain "Utilities", as that term is defined in Section 7.1 of the License Agreement.

1.6 **Releases.** New versions of the Licensed Program, including all Error Corrections and Enhancements.

1.7 **Response Time.** Within six (6) Coverage Hours, from the time Customer first notifies Spillman of an Error until Spillman initiates work toward development of an Error Correction.

1.8 **Spillman Application Administrator.** An agent of Customer who has been certified on the Licensed Program by Spillman, pursuant to the procedures set forth in Section 6, and is able to communicate effectively with Spillman support personnel in the description and resolution of problems associated with the Licensed Program.

1.9 **Term.** An initial period of fifteen (15) months, commencing on the date this Agreement is signed. Thereafter, the Term may be extended upon 30 day advance written notice and Customer agreement for successive periods of one year each, unless and until terminated pursuant to Section 10 B of Appendix A of DIR Contract No. DIR-SDD-1623.. In no event, however, shall the Term extend beyond the term of the License Agreement.

Section 2: Eligibility For Support

2.1 Spillman's obligation to provide Services with respect to the Licensed Program may be terminated pursuant to Section 10.1 or suspended, at Spillman's discretion, if at any time during the term of this Agreement any of the following requirements are not met:

2.1.1 Customer must have a valid License Agreement for the Licensed Program in effect at all times;

2.1.2 The Licensed Program must be operated on a hardware platform approved by Spillman; and

2.1.3 Customer must be current and in compliance with the payment schedule as agreed in the Purchase Agreement.

2.2 Spillman may require Customer to appoint a new Spillman Application Administrator if Spillman determines that the acting Spillman Application Administrator does not have the training or experience necessary to communicate effectively with Spillman support personnel.

Section 3: Scope of Services

During the Agreement Term, Spillman shall render the following services in support of the Licensed Program, during Coverage Hours:

3.1 Spillman shall maintain a Support Services Control Center capable of receiving from the Spillman Application Administer, by telephone, reports of any software irregularities, and requests for assistance in use of the Licensed Program.

3.2 Spillman shall maintain a trained staff capable of rendering support services set forth in this Agreement.

3.3 Spillman shall be responsible for using all reasonable diligence in correcting verifiable and reproducible Errors when reported to Spillman in accordance with Spillman's standard reporting procedures. Spillman shall, after verifying that such an Error is present, initiate work in a diligent manner toward development of an Error Correction. Following completion of the Error Correction, Spillman shall provide the Error Correction through a "temporary fix" consisting of sufficient programming and operating instructions to implement the Error Correction, and Spillman shall include the Error Correction in all subsequent Releases of the Licensed Program. Spillman supports two (2) versions back from the most recent release version. However, Spillman shall not be responsible for correcting Errors in any version of the Licensed Program other than the most recent release.

3.4 Spillman may, from time to time, issue new Releases of the Licensed Program to its customers generally, containing Error Corrections, minor Enhancements, and, in certain instances, if Spillman so elects, major Enhancements. Spillman reserves the right to require additional license fees for major Enhancements. Spillman shall provide Customer with one copy of each new Release, without additional charge. Spillman shall provide reasonable assistance to help Customer install and operate each new Release, provided that such assistance, if required to be provided at Customer's facility, shall be subject to the supplemental charges set forth in Spillman's current Fee Schedule.

3.5 Spillman shall consider and evaluate the development of Enhancements for the specific use of Customer and shall respond to Customer's requests for additional services pertaining to the Licensed Program (including, without limitation, data conversion and report-formatting assistance), provided that such assistance, if agreed to be provided, shall be subject to supplemental charges mutually agreed to in writing by Spillman and Customer.

Section 4: Services Not Covered by this Agreement

The services identified in this section are specifically **NOT** covered by this Agreement. Spillman strongly recommends that Customer secure a separate support agreement with third party vendors for all non-Spillman products. Spillman may, in its discretion, provide such services to Customer upon request, for an additional fee as the parties may agree in writing.

4.1 Support for any third party products including hardware, or support for hardware failure due to the use of any third party vendor products.

4.2 Any network failures or problems including, but not limited to, cabling, communication lines, routers, connectors, and network software.

4.3 Restoration and/or recovery of data files and/or the operating system.

4.4 Any breach of warranty, damages to the Licensed Program or its database, data corruption, or support issues, security issues, or performance issues arising out of Licensee's or a third party's use of the Utilities or any other software not specifically licensed by Spillman to Licensee for use in connection with the Licensed Program. Any assistance provided by Spillman in resolving such problems shall be charged to Customer on a time and materials basis. Additionally, any unauthorized use of the Utilities or other software in connection with the Licensed Program by Licensee (or by a third party with Licensee's knowledge) may result, at Spillman's sole option, in voidance of warranties, an increase in the annual maintenance and support fees under this Agreement, and/or loss of rights to upgrades under this Agreement. Customer acknowledges and agrees that it is not licensed to utilize the "write" or "update" features of the Utilities, as such use may damage the database or cause other problems with the operation of the Licensed Program.

4.5 Support for Licensed Program problems caused by Customer misuse, alteration or damage to the Licensed Program or Customer's combining or merging the Licensed Program with any hardware or software not supplied by or identified as compatible by Spillman, customizing of programs, accident, neglect, power surge or failure, lightning, operating environment not in conformance with the manufacturer's specifications (for electric power, air quality, humidity or temperature), or third party software or hardware malfunction.

4.6 Supporting, configuring, maintaining, or upgrading the operating system, including, but not limited to, backups, restores, fixes, and patches.

4.7 Assistance with problems caused by operating system installation, configuration, errors, maintenance or repair, or using incorrect versions of the operating system.

4.8 On-site service visits to Customer's facility.

4.9 Printers connected to the back of terminals/personal computers (commonly called pass-through printing) or network printers are not supported by Spillman.

Section 5: Obligations of Customer

5.1 Customers using the Spillman product must maintain and provide, at no cost to Spillman, access to a dedicated voice grade local telephone line, broadband internet connectivity for VPN connection purposes and a Cisco 1811 integrated services router and data set connected directly to customer's network, with full access to the server (24 hours per day, 7 days per week) that is used with the Licensed Program.

5.2 Customers must provide and maintain, at no cost to Spillman, a modem and data set connected directly to the server (the modem cannot be connected to a network) 24 hours per day, 7 days per week, used with the Licensed Program being maintained by Spillman hereunder and provide access to a dedicated voice grade local telephone.

5.3 A representative of Customer's IT department must be present when any on-site support is provided. Customer agrees that if such representative is not present when the Spillman representative arrives on site, the Spillman representative shall notify an appropriate representative of Customer, if feasible, that there is no Customer IT representative present. If Customer's IT representative does not arrive within a reasonable time, no work will be performed and Customer will be charged for all expenses incurred and relating to the visit.

5.4 All communications between Customer and Spillman must be in the English language.

5.5 Customer is responsible for providing one or more qualified Spillman Application Administrators as described in Section 6. At least one Spillman Application Administrator must be available at all times (however, after-hours availability is required only when and if Customer is requesting after-hours support from Spillman).

5.6 Customer is responsible for providing all network and server security.

5.7 Customer must provide Spillman with information sufficient for Spillman to duplicate the circumstances under which an Error in the Licensed Program became apparent.

Section 6: Spillman Application Administrator Requirements

6.1 The designated Spillman Application Administrator must be certified by Spillman within one year of the agency's go-live date of the Licensed Program. The designated administrator must meet the following requirements in order to certify at the basic level:

6.1.1 Attend and participate in, and successfully pass the final written and practical examinations from the following courses within one hundred twenty (120) days of installation of the Licensed Program:

i. System Introduction – Inquiry,
ii. System Introduction – Data Entry & Modification,
iii. Unix Fundamentals Training (AIX, or HP-UX),
iv. Basic System Administration, and
v. Spillman training applicable for the Spillman applications used by Customer.

6.1.2 Pass the Basic SAA exam within one year after the agency's go-live date.

6.2 Customer will be responsible for the costs of such training, including any course fees, travel and lodging expenses, subject to the limits on reimbursement in

compliance with the State of Texas Travel Regulations.

6.3 Contact information for the Spillman Application Administrators must be recorded in Appendix A of this Agreement. Appendix A must be signed by an authorized representative of Customer. Changes to the information recorded in Appendix A will require that a new Appendix A be completed, signed and filed with Spillman.

6.4 Requests for support services received by anyone other than a Spillman Application Administrator as identified in the current Appendix A on file with Spillman, will be refused.

6.5 Each designated Spillman Application Administrator must be qualified to address, or have other support resources to address, without the aid of Spillman, all problems relating to hardware, software or operating system not directly associated with the Licensed Program.

Section 7: Fees and Charges

7.1 Pricing shall be in accordance with Section 4B of DIR Contract No. DIR-SDD-1623. Customer shall pay Spillman the Support Fee, as set forth in the Purchase Agreement, and any other charges or fees described herein. Spillman reserves the right to change its Support Fee, effective upon no less than 90 days prior written notice to Customer. Second-year level support fees, as referenced in the Purchase Agreement between Spillman and Customer, are charged beginning 15 months after the execution of the Purchase Agreement, regardless of date on which Customer's actual use of the Licensed Program began, except to the extent any delay in such use is due to the fault of Spillman. Additionally, adjustments to Support Fees may result from changes in (1) software prices, (2) number of software modules used, (3) an increase in Customer's size (as further described in Section 7.6) , (4) computer hardware, (5) Coverage Hours selected by Customer, or (6) violation of the restrictions set forth in Section 4.4 of this Agreement.

7.2 Spillman shall invoice Customer for annual Support Fees at the beginning of each contract year. In the event that additional billable work is performed, all billable charges and expenses will be invoiced to Customer at the beginning of the month following the month in which they accrued or were incurred. Payment shall be in accordance with Section 7C of Appendix A, DIR Contract No. DIR-SDD-1623.

7.3 Customer shall be responsible for and agrees to pay the fees and charges incurred for procuring, installing, and maintaining all equipment, telephone lines, modems, communications interfaces, networks and other products necessary to operate the Licensed Software.

7.4 Customer agrees to pay additional charges according to the Spillman Fee Schedule for all work required by Customer and performed outside of Coverage Hours. These charges are applicable for any work performed outside of the Coverage Hours, REGARDLESS OF THE CAUSE, even if the requested work was reported and/or initiated during normal Coverage Hours.

7.5 Should Customer request onsite support services, Customer shall reimburse Spillman for all labor and travel incurred by Spillman in providing such support services. Travel reimbursement shall be in accordance with Section 4G of DIR Contract No. DIR-SDD-1623.

7.6 Additional Support Fees are also due if there is a significant increase in Customer's size with respect to use of the Licensed Program. An increase in size may arise either out of Customer's internal growth or out of a Host Agency/Shared Agency arrangement as described in Section 2.5 and Attachment A of the License Agreement. Relevant factors include number of employees, number of dispatchers and/or number of jail beds. Payment of such additional Support Fees shall be in accordance with Section 7C of Appendix A, DIR Contract No. DIR-SDD-1623 . Such fees will be prorated, based upon when during the contract year the increase in Customer's size occurred.

Section 8: Proprietary Rights

8.1 All Releases and any other Spillman software or materials provided by Spillman to Customer hereunder shall be deemed part of the Licensed Program and are licensed to Customer pursuant to the terms and conditions of the License Agreement.

8.2 The Licensed Program and all Releases thereto are and shall remain the sole property of Spillman, regardless of whether Customer, its employees, or contractors may have contributed to the conception of such work, joined in the effort of its development, or paid Spillman for the use of the work product. Customer agrees, from time to time, to take such further action and execute any further instrument, including documents of assignment or acknowledgment, as may be reasonably requested by Spillman in order to establish and perfect its exclusive ownership rights. Customer shall not assert any right, title, or interest in such works, except for the non-exclusive right of use granted to Customer at the time of its delivery or on-site development. Customer agrees to provide Spillman with copies of such works upon request.

Section 9: Disclaimer of Warranty & Limitation of Liability

9.1 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SPILLMAN DISCLAIMS ANY AND ALL WARRANTIES CONCERNING THE LICENSED PROGRAM, RELEASES, AND THE SERVICES TO BE RENDERED HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

9.2 Limitation of Liability shall be in accordance with Section 9K of Appendix A, DIR Contract No. DIR-SDD-1623.

9.3 No action, whether based on contract, strict liability, or tort, including any action based on negligence, arising out of the performance of services under this Agreement, may be brought by either party more than four (4) years after such cause of action occurred.

However, action for nonpayment may be brought within two (2) years the date of the last payment was received by Spillman, so long as authorized by Texas Law and Constitution.

Section 10: Termination

10.1 This Agreement shall automatically terminate immediately upon termination of the License Agreement for any reason.

10.2 Termination will be in accordance with Section 10.B. of Appendix A to DIR Contract No. DIR-SDD-1623. The License Agreement shall automatically terminate at the same time as termination of this Agreement, and Customer shall promptly return to Spillman the Licensed Program and all related documentation and materials, including all Releases, work and materials provided by Spillman hereunder.

Section 11: Miscellaneous

11.1 Spillman and Customer acknowledge that they have read this Agreement in its entirety and understand and agree to be bound by its terms and provisions. Spillman and Customer further agree that DIR Contract No. DIR-SDD-1623 and this Agreement are the complete and exclusive statements of agreement of the parties with respect to the subject matter hereof. In the event of a conflict, DIR Contract No. DIR-SDD-1623 controls. This Agreement may not be modified except by a written instrument duly executed by the parties hereto.

11.2 In the event that any term or provision of this Agreement is held invalid, illegal, or unenforceable, it shall be severed and the remaining terms and provisions shall be enforced to the maximum extent permitted by applicable law.

11.3 Neither party may assign its rights or duties under this Agreement without the prior written consent of the other party, except to a successor of all or substantially all of its business and assets.

11.4 The waiver by either party of any term or provision of this Agreement shall not be deemed to constitute a continuing waiver thereof nor of any further or additional right that such party may hold under this Agreement.

11.5 This Agreement will be governed by the laws of the state of Texas. The parties hereby submit to the exclusive jurisdiction and venue of Travis County, Texas state courts with respect to any action between the parties relating to this Agreement. In any such action, the prevailing party shall be entitled to an award of its reasonable costs and attorneys' fees from the other party. Nothing herein shall be construed to waive the sovereign immunity of the State of Texas.

11.6 Any notices required or permitted under this Agreement shall be in writing and delivered in person or sent by registered or certified mail, return receipt requested, with proper postage affixed, or sent by commercial overnight delivery service with provisions for a receipt.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as set forth below.

Section 12: Signatures

Accepted and Approved:

Customer

By: _____

Print Name: Ramon Garcia

Title: County Judge

Date: 11/30/10

Spillman Technologies, Inc.

By: _____

Print Name: **Lance Clark**

Title: **President**

Date: _____

Appendix D to DIR Contract No. DIR-SDD-1623

SPILLMAN®

COMPUTER SOFTWARE END-USER

LICENSE AGREEMENT

10/09/2007

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This Computer Software End-User License Agreement

("Agreement") is made and entered into effective as of the date

this Agreement is signed by both parties below, and is by and

between:

Spillman Technologies, Inc. ("Spillman")
4625 West Lake Park Blvd.
Salt Lake City, Utah 84120

and

Hidalgo County Sheriff
711 El Cibolo Road
Edinburg, Texas 78542

Licensee desires to license from Spillman certain software owned by Spillman, as set forth in the Sales Quote/Purchase Agreement(s) ("Purchase Agreement") executed by the parties in connection with this Agreement, and Spillman desires to grant such a license to Licensee, pursuant to the terms and conditions of DIR Contract No. DIR-SDD-1623 and this Agreement

In consideration of the mutual agreements set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1: License

1.1 SPILLMAN'S LICENSED PROGRAM IS COPYRIGHTED BY SPILLMAN AND/OR ITS LICENSORS AND IS LICENSED (NOT SOLD). SPILLMAN DOES NOT SELL OR TRANSFER TITLE TO THE LICENSED PROGRAM TO LICENSEE. THE LICENSE OF THE LICENSED PROGRAM WILL NOT COMMENCE UNTIL LICENSEE HAS EXECUTED THIS AGREEMENT AND AN AUTHORIZED REPRESENTATIVE OF SPILLMAN HAS RECEIVED, APPROVED, AND EXECUTED A COPY OF IT AS EXCUTED BY LICENSEE.

1.2 In consideration of the payment of the license fees set forth in the Purchase Agreement(s) pertaining hereto, Spillman grants Licensee a nonexclusive, non-transferable license to use the package of computer program(s) and data, in machine-readable form only, and related materials, including documentation and listings, identified in the Purchase Agreement (the "Licensed Program"), subject to the terms of DIR Contract No. DIR-SDD-1623 and this Agreement (including the restrictions with respect to Utilities set forth in Section 7)

Section 2: Scope of Rights

2.1 Licensee may install and use the Licensed Program only in Licensee's own facility. Licensee shall give Spillman written notice if the location of Licensee's facility changes.

2.2 Licensee may use and execute the Licensed Program only for purposes of serving the internal needs of Licensee's business, except as specifically set forth in this Agreement.

2.3 Licensee may make one copy of the Licensed Program in machine-readable, object code form, for nonproductive backup purposes only, provided that Spillman's proprietary notices are included.

2.4 Licensee may reproduce (photocopy) Licensed Program documentation according to Licensee's needs for the authorized use of the Licensed Program. To the extent consistent with the Texas Public Information Act, Licensee may not distribute any original or reproduced copy for use

outside of the Licensee's place of business and must not reveal it or any other Spillman documentation, or the Licensed Program itself, to competitors of Spillman or to any other third party unless they have a need to know such information for the proper purposes of this Agreement.

2.5 If Licensee and a third party entity (the "Shared Agency") desire to enter into an arrangement whereby Licensee will act as a "Host Agency" and permit the Shared Agency to access the Licensed Program through Licensee, the Shared Agency and Spillman will execute an Addendum Agreement for such arrangement and attach it to this Agreement as Attachment A. Spillman will bill Licensee directly for the applicable license fees, and Licensee agrees to be responsible for timely payment of such invoices. Licensee shall require the Shared Agency to comply with the terms of this Agreement and shall notify Spillman and cooperate as reasonably requested by Spillman in the event of any non-compliance.

Section 3: Fees and Payments

The license fee for the Licensed Program is specified in Appendix C to DIR Contract DIR-SDD-1623. Invoicing and payments will be in accordance with Sections 7.B. and 7.C of Appendix A to DIR Contract No. DIR-SDD-1623

. Section 4: Support

Spillman shall support the Licensed Program in the manner specified in the "Computer Software End-User Support Agreement" between the parties (the "Support Agreement"). Licensee is required to maintain the Support Agreement in force as a condition to the license of the Licensed Program under this Agreement.

Section 5: Licensee Responsibilities

5.1 Licensee is responsible for selecting a Spillman Application Administrator who is qualified to operate the Licensed Program on Licensee's own equipment and is familiar with the information, calculations, and reports that serve as input and output of the Licensed Program. Spillman reserves the right to refuse assistance or to charge additional fees if the Spillman Application Administrator seeks assistance with respect to such basic background information or any other matters not directly relating to the operation of the Licensed Program.

5.2 Other components (hardware and/or software) may be required for the use of the Licensed Program. Spillman assumes no responsibility under this Agreement for obtaining and/or supporting such components except as expressly agreed in writing.

5.3 Licensee is responsible for ensuring a proper environment and proper utilities for the computer system on which the Licensed Program will operate.

5.4 Except as expressly agreed in writing, Spillman assumes no responsibility under this Agreement for converting Licensee's data files for use with the Licensed Program.

Section 6: Proprietary Protection and Restrictions

6.1 Spillman shall have sole and exclusive ownership of all rights, title, and interest in and to the Licensed Program and all modifications and enhancements thereof (including ownership of all trade secrets, copyrights and other intellectual property rights pertaining thereto), subject only to the rights and privileges expressly granted to Licensee herein by Spillman. The Licensed Program may also include software separately licensed to Spillman from third party licensors. Such third party software is sublicensed to Licensee and protected pursuant to the terms of this Agreement, and may be used only in conjunction with Spillman's Licensed Program. This Agreement does not provide Licensee with title or ownership of the Licensed Program or any component thereof, but only a limited license. Spillman and its licensors specifically reserve all rights not expressly granted to Licensee in this Agreement. Licensee must keep the Licensed Program free and clear of all claims, liens, and encumbrances.

6.2 To the extent authorized by the Texas Public Information Act, Licensee may not allow any other agency, entity, or individual to use or have access to the Licensed Program in any manner other than inquire-only unless expressly authorized by Spillman. Except as specifically authorized by Spillman, queries may be conducted solely for Licensee's internal business purposes, and Licensee may not query the Licensed Program, or permit any third party to query the Licensed Program, for a third party's business purposes.

6.3 Licensee may not use, copy, modify, rent, share or distribute the Licensed Program (electronically or otherwise), or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized in writing by Spillman. Licensee may not translate, modify, reverse assemble, reverse compile, or otherwise reverse engineer the Licensed Program.

6.4 To the extent authorized by the Texas Public Information Act, Licensee may not utilize or permit a third party to access or utilize any part of the Licensed Program (including the Utilities) in any manner that competes, directly or indirectly, with any product or service provided by Spillman. This includes, without limitation, using the Licensed Program (or its Utilities) to develop any software, interfaces or other products that compete with Spillman's products or services, or using interfaces or other products connecting to the database of the Licensed Program in connection with a third party's competing product.

6.5 No service bureau work, multiple-user license, or time-sharing arrangement is permitted, except as expressly authorized in writing by Spillman. Licensee may not install the Licensed Program in any other computer system or use it at any other location without Spillman's express authorization obtained in advance (which will not be unreasonably withheld).

6.6 To the extent authorized by the Texas Public Information Act, Licensee shall keep confidential all non-public information provided to Licensee by Spillman ("Confidential Information"), including the Licensed Program, future product plans, price lists, financial and business information, trade secrets, etc. To the extent authorized by the Texas Public Information Act, Licensee shall not use Confidential Information for any purpose other than the authorized purposes of this Agreement. To the extent authorized by the Texas Public Information Act, Licensee may disclose Confidential Information only to its employees who need to know such information, and who are bound to keep such information confidential. Licensee shall give Spillman's Confidential Information at least the same level of protection

as it gives its own confidential information of similar nature, but not less than a reasonable level of protection.

6.7 Licensee hereby authorizes Spillman to enter Licensee's premises in order to inspect the Licensed Program in any reasonable manner during regular business hours, with or without prior notice, to verify Licensee's compliance with the terms of this Agreement.

6.8 Licensee acknowledges that, in the event of Licensee's breach of any of the foregoing provisions, Spillman will not have an adequate remedy in money or damages. To the extent authorized by Texas Law and Constitution, Spillman shall therefore be entitled to obtain an injunction against such breach from any court of competent jurisdiction within the state courts of Travis County, Texas immediately upon request, without the necessity of posting bond, in addition to any other remedies that may be available at law or in equity.

Section 7: License to Utilities; Restrictions on Usage

7.1 Spillman provides certain software utilities and tools (collectively, the "Utilities") as part of the Licensed Program. Such Utilities include Spillman's XML Query, ODBC implementation code, ctperl, dbdump, and dbload as well as any other software utilities provided by Spillman in connection with the Licensed Program. Spillman may add, modify or remove Utilities from the Licensed Program during the term of this Agreement. The Utilities contain material that is proprietary to Spillman and/or its licensors, and may be used only as permitted by this Agreement.

7.2 Licensee is permitted to use the Utilities for read-only operations in connection with the authorized use of the Licensed Program, but may not allow third parties to use the Utilities unless an authorized official of Spillman consents in writing. Licensee is NOT permitted to utilize the Utilities or any other software tools to write to Spillman's database in any manner, due to the potential for data corruption and system slowdown or damage. Licensee also may not permit any third party to write to Spillman's database in any manner.

7.3 Spillman is NOT responsible for any breach of warranty, damages to the Licensed Program or its database, data corruption, support issues, security issues or performance issues arising out of Licensee's or a third party's use of the Utilities or any other software not specifically licensed in this Agreement (including any third party querying or writing to the database).

Section 8: Limited Warranty and Limitation of Liability; Indemnification

8.1 Spillman warrants, for Licensee's benefit alone, that the Licensed Program conforms in all material respects to the specifications for the current version of the Licensed Program as described in Spillman's Licensed Product Specification as of the date this Agreement is signed, and for a period thereafter of Fifteen (15) months for Summit.

This warranty is expressly conditioned on Licensee's observance of the operation, security, and data-control procedures set forth in the User's Manual included with the Licensed Program.

8.2 Spillman is not responsible for obsolescence of the Licensed Program that may result from changes in Licensee's requirements. The warranty in Section 8.1 shall apply only to the most current version of the Licensed Program issued by Spillman from time to time. Issuance of updates does not result in a renewal or extension of the warranty period. Spillman assumes no responsibility for the use of superseded, outdated, or uncorrected versions of the Licensed Program. Spillman is not responsible for any problems or errors with the Licensed Program or Licensee's system resulting from use of the ctperl or dbload Utilities in any manner other than read-only. Licensee expressly acknowledges that any use of the "write" or "update" features of these Utilities may damage Licensee's database or cause other problems with its system.

8.3 As Licensee's exclusive remedy for any material defect in the Licensed Program for which Spillman is responsible, Spillman shall use reasonable efforts to correct or cure any reproducible defect by issuing corrected instructions, a restriction, or a bypass. In the event Spillman does not correct or cure such nonconformity or defect after Spillman has had a reasonable opportunity to do so, Licensee's exclusive remedy shall be the refund of the amount paid as the license fee for the defective or non-conforming module of the Licensed Program. Spillman shall not be obligated to correct, cure, or otherwise remedy any nonconformity or defect in the Licensed Program if Licensee has made any changes whatsoever to the Licensed Program, if the Licensed Program has been misused or damaged in any respect, or if Licensee has not reported to Spillman the existence and nature of such nonconformity or defect promptly upon discover thereof.

8.4 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SPILLMAN AND ITS LICENSORS DISCLAIM ANY AND ALL PROMISES, REPRESENTATIONS, AND WARRANTIES WITH RESPECT TO THE LICENSED PROGRAM, INCLUDING ITS CONDITION, ITS CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS, TITLE, NON-INFRINGEMENT, AND ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE.

8.5 Limitation of Liability shall be in accordance with Section 9. K of DIR Contract No. DIR-SDD-1623.

8.6 IN NO EVENT SHALL SPILLMAN AND ITS LICENSORS BE LIABLE FOR ANY LOSS OF PROFITS; ANY INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES; OR ANY CLAIMS OR DEMANDS BROUGHT AGAINST LICENSEE BY THIRD PARTIES, EVEN IF SPILLMAN OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DEMANDS. This limitation upon damages and claims is intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective.

8.7 Infringement Indemnity shall be in accordance with Section 9.A.2. of Appendix A of DIR Contract No. DIR-SDD-1623.. If a court or other legal authority finds that any part of the Licensed Program infringes a third party's intellectual property rights, or if Spillman believes that it infringes, Spillman will use reasonable efforts to obtain a license under the rights that have been infringed, to modify the Licensed Program so it is no longer infringing, or to provide to Licensee substitute software that is non-infringing; provided that if in Spillman's judgment such options are not

commercially reasonable, Spillman may terminate the license for the Licensed Program or the infringing portion thereof upon written notice to Licensee. Spillman will have no liability for infringement arising out of modification of the Licensed Program by any party other than Spillman, use of an outdated version of the Licensed Program, or the combination or use of the Licensed Program with any other software, hardware, equipment, product or process not furnished by Spillman, if use of the Licensed Program alone and in its current, unmodified form would not have been an infringement. Spillman is not liable for any infringement claims based upon third party software or hardware. .

Section 9: Term of Agreement; Termination

9.1 Licensee's license of the Licensed Program shall become effective upon the execution of this Agreement and shall continue perpetually unless otherwise terminated in accordance with Section 10.B of Appendix A of DIR Contract DIR-SDD-1623. This Agreement shall automatically terminate upon termination of the Support Agreement for any reason, including Licensee's failure to pay the required support fees.

9.2 Licensee may terminate this Agreement at any time upon written notice to Spillman, subject to any outstanding obligations and financial commitments of Licensee under the Purchase Agreement (e.g., Licensee's obligation to pay license fees is not rescinded by such termination).

9.3 Spillman may terminate this Agreement for Cause pursuant to Section 10. B. 4) of Appendix A to DIR Contract No. DIR-SDD-1623.

9.4 Upon termination of this Agreement, all rights granted to Licensee will terminate and revert to Spillman and/or its licensors. Promptly upon termination of this Agreement for any reason or upon discontinuance or abandonment of Licensee's possession or use of the Licensed Program, Licensee must return or destroy, as requested by Spillman, all copies of the Licensed Program in Licensee's possession (whether modified or unmodified), and all other Confidential Information and other materials pertaining to the Licensed Program (including all copies thereof). Licensee agrees to certify Licensee's compliance with such restriction upon Spillman's request. The terms of Sections 6, 7.3, 8.4, 8.5, 8.6, 8.7, 9.4, and 10 shall survive termination or expiration of this Agreement.

Section 10: Miscellaneous

10.1 DIR Contact No. DIR-SDD-1623, this Agreement, the Purchase Agreement and the Support Agreement (if applicable), together with their attachments, if any, constitute the complete agreement between the parties with respect to the Licensed Program and other subject matter hereof. No modification of this Agreement shall be binding unless it is in writing and is signed by an authorized representative of each party. In the event of any conflict between DIR Contract No. DIR-SDD-1623 and this Agreement, the DIR Contract will control.

10.2 Assignments shall be in accordance with Section 4.D. of Appendix A of DIR Contact No. DIR-SDD-1623.

10.3 This Agreement will be governed by the laws of the state of Texas. . The parties hereby submit to the exclusive jurisdiction and venue of Travis County, Texas state courts with respect to any action between the parties relating to this Agreement. Nothing herein shall be construed to waive the sovereign immunity of the State of Texas.

10.4 Any waiver by either party of a default or obligation under this Agreement will be effective only if in writing. Such a waiver does not constitute a waiver of any subsequent breach or default. No failure to exercise any right or power under this Agreement or to insist on strict compliance by the other party will constitute a waiver of the right in the future to exercise such right or power or to insist on strict compliance.

10.5 Any notices required or permitted under this Agreement shall be in writing and delivered in person or sent by registered or certified mail, return receipt requested, with proper postage affixed, or sent by commercial overnight delivery service with provisions for a receipt.

10.6 If any term of this Agreement is held to be invalid or void by any court or tribunal of competent jurisdiction, it shall be modified by such court or tribunal to the minimum extent necessary to make it valid and enforceable. If it cannot be so modified, it shall be severed from this Agreement and all the remaining terms of this Agreement shall remain in full force and effect.

10.7 In the event export of the Licensed Program is expressly permitted by Spillman, Licensee may only export the Licensed Program (including any related materials) as authorized by U.S. law and any other applicable jurisdiction. In particular, the Licensed Program may not be exported into any country where such export is prohibited by law, regulation or governmental order.

SPILLMAN DESIRES THAT LICENSEE BE CONFIDENT THAT THE LICENSED PROGRAM WILL SUIT LICENSEE'S NEEDS. ALTHOUGH LICENSEE MUST MAKE THAT DETERMINATION, SPILLMAN IS PREPARED TO FULLY DISCUSS THE LICENSED PROGRAM WITH LICENSEE AND ANSWER QUESTIONS. BY EXECUTING THIS AGREEMENT, LICENSEE ACKNOWLEDGES THAT IT HAS BEEN GIVEN AN ADEQUATE OPPORTUNITY TO INVESTIGATE LICENSEE'S COMPUTER AND SOFTWARE NEEDS AND THAT BASED ON ITS EXAMINATION OF THE LICENSED PROGRAM, LICENSEE FINDS THE LICENSED PROGRAM TO BE SATISFACTORY.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as set forth below.

Section 11: Signatures

Accepted and Approved:

Licensee: _____
By: _____
Print Name: Ramón Garcia
Title: County Judge
Date: 11/30/10

Spillman Technologies, Inc.

By: _____
Print Name: **Lance Clark**
Title: **President**
Date: _____

AI-24098 **2.K.**

Line Item Transfer

CC CONSENT

Date: 11/30/2010
Submitted By: Emilia Uriegas, SHERIFF DEPT.
Submitted For: Anacleto Martinez
Department: SHERIFF DEPT.
Agenda Category: 2010 Intradept.(Line-Item) Transfers

Information

CAPTION

2010 - Sheriff's Office Recovery Jag (1284)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1284-421-00-280-065-3-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

#532-->#320 $46,440.00; available balance as of 11/22/10 $55,425.00
#532-->#747 $8,985.00; available balance as of 11/22/10 $55,425.00
#336-->#747 $28,963.00; available balance as of 11/22/10 $28,963.00
#585-->#747 $9,800.00; available balance as of 11/22/10 $9,800.00
#432-->#747 $6,600.00; available balance as of 11/22/10 $6,600.00
#601-->#747 $4,334.00; available balance as of 11/22/10 $7,125.00
#665-->#747 $10,170.00; available balance as of 11/22/10 $25,050.00
#667-->#747 $3,530.00; available balance as of 11/22/10 $3,530.00
#745-->#747 $106,250.00; available balance as of 11/22/10 $106,250.00

828,814.00
- 298,168.00
$530,646.00 -

Attachments

Link: LIT.RecoveryJag

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Emilia Uriegas	11/22/2010 01:33 PM	CREATED
1	Anacleto Martinez	Anacleto Martinez	11/22/2010 11:08 PM	APRV
2	Budget & Management	Erika Zamora	11/23/2010 08:32 AM	APRV
3	Norma Silva	Norma Silva	11/23/2010 10:05 AM	APRV
4	Auditor's Office			NEW

Form Started By: Emilia Uriegas Started On: 11/22/2010 01:33 PM

DATE: November 22, 2010

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Recovery Jag

ACCOUNT NUMBER: 0-1284-421-00-280-065-3-XXX

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfers in accordance with Local Government Code, Chapter 111, Subchapter C.:

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
0-1284-421-00-280-065-3-532	Wireless Devices	→	0-1284-421-00-280-065-3-320	Professional	46,440.00
0-1284-421-00-280-065-3-532	Wireless Devices	→	0-1284-421-00-280-065-3-747	Software	8,985.00
0-1284-421-00-280-065-3-336	Computer Services	→	0-1284-421-00-280-065-3-747	Software	28,963.00
0-1284-421-00-280-065-3-585	Non-Employee Travel	→	0-1284-421-00-280-065-3-747	Software	9,800.00
0-1284-421-00-280-065-3-432	Repair & Maintenance Services-- Equipment & Vehicles	→	0-1284-421-00-280-065-3-747	Software	6,600.00
0-1284-421-00-280-065-3-601	Office & Computer Supplies	→	0-1284-421-00-280-065-3-747	Software	4,334.00
0-1284-421-00-280-065-3-665	Minor Computer Equipment	→	0-1284-421-00-280-065-3-747	Software	10,170.00
0-1284-421-00-280-065-3-667	Minor Software	→	0-1284-421-00-280-065-3-747	Software	3,530.00
0-1284-421-00-280-065-3-745	Computer Equipment	→	0-1284-421-00-280-065-3-747	Software	106,250.00
					$225,072.00

REASON: To provide funding for purchase of GPS antennas, modems, software, and professional services.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-24083 **18.E.2.**

To Award-Bio-Hazardous Medical Waste Disposal Services

CC REGULAR

Date:	11/30/2010
Submitted By:	Sandra Montalvo, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Co. Wide

Information

CAPTION

Recommending award of bid through request sealed quotes and approval of contract document to sole bidder BIO-OPS MEDICAL WASTE SERVICES, LLC meeting all requirements as attached hereto for "Hidalgo County-Bio-Hazardous Medical Waste Disposal Services" RFSQ No. 2010-364-11-17-SMA.

BACKGROUND

1. Current Contract was terminated effective 12/03/10; was approved thru C.C. 11/02/10
2. New Contract to commence December 4, 2010
2. Contract Document was reviewed and approved as to form by legal counsel.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** VARIOUS

FUNDS AVAILABLE Y/N?: SEE ATTACH **MATCHING FUNDS Y/N?:** n

BUDGETARY IMPACT:

Purchases/ services on an as needed basis.
SEE ATTACHED EXP REPORT FOR POSSIBLE FUNDING SOURCES AND AVAILBALE BALANCES.

Attachments

Link: tabulation & participation

Link: contract document

Link: EXP REPORT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/22/2010 04:43 PM	APRV
2	Budget & Management	Erika Zamora	11/23/2010 08:23 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	11/23/2010 10:10 AM	APRV
4	Auditor's Office		11/24/2010 05:00 PM	PEND

Form Started By: Sandra Montalvo Started On: 11/22/2010 07:45 AM

Final Approval Date: 11/24/2010

HIDALGO COUNTY PURCHASING DEPARTMENT
ACCEPTANCE/TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY	
BID OPENING DATE: NOVEMBER 17, 2010	**BID OPENING TIME: 2:00 P.M.**
DESCRIPTION OF BID: BIO-HAZARDOUS MEDICAL WASTE DISPOSAL SERVICES	
BID NO: 2010-364-11-17-SMA	**BUYER: SANDRA MONTALVO**

	NAME OF COMPANY	SIZE OF BOXES & LINERS	FLAT RATE PRICE
1)	Bio-Ops, LLC	16 9/1" x 13 5/8 x 20 40-45 Gal/Ins	20.00/box
2)			
3)			
4)			
5)			
6)			
7)			
8)			
9)			

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATION LOG

BID OPENING DATE: NOVEMBER 17, 2010 **BID OPENING TIME:** 2:00 P.M.

DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY "BIO-HAZARDOUS MEDICAL WASTE DISPOSAL SERVICES"

RFSQ NO.: 2010-364-11-17-SMA

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS
1) ENVIROTECH CARRIERS ATTN: Ramona Diaz Or Milo Diaz	EMAIL	Sandra Montalvo	11/10/10	2403 Agnes St. Corpus Christi, Texas 78427 Ph- 361-299-7774 Fax-361-299-7778 Rdiaz@Envirotechcarriers.Com
2) ENSERV Attn: John Maldonado	EMAIL	Sandra Montalvo	11/10/10	5710 E. Grimes Road Harlingen, Texas 78550 Ph- 956-239-2373 Jmaldonado@edserve.om
3) STERICYCLE, INC. Attn: Kerry Ritchie	EMAIL	Sandra Montalvo	11/10/10	6105 Hwy. 87 East San Antonio, Texas 78222 PH-210-648-9585 FAX-210-648-9610 kritchie@stericycle.com
4) ABC WASTE COLLECTION Attn: Idalia Torrez	EMAIL	Sandra Montalvo	11/10/10	1222 N. Closner Edinburg, Texas 78539 Ph-956-581-6226 Fax-956-316-0113 idaliat@wasteconnections.com
5) EAGLE CONSTRUCTION & ENVIRONMENTAL SERVICES, LLC Attn: Brenda Miller	EMAIL	Sandra Montalvo	11/10/10	P.O. Box 872 Eastland, TX 76448 254.629.1718 x 218 office 254.629.8625 fax brendam@ecesi.com email 800.336.0909 24 hr emergency services
6) USA DECON, KP Management LLC Attn: Robert	EMAIL	Sandra Montalvo	11/15/10	3625 Wow Road Corpus Christi, Tx 78413-1920 361-850-8100 office usadecon@aol.com
7) BIO-OPS MEDICAL WASTE SERVICES Attn: A.J. Ramirez	EMAIL	Sandra Montalvo	11/15/10	P.O. BOX 1985 Edinburg, Tx 78540 956-778-4412 (office) 956-287-4907 (fax) medwaste@bio-ops.net

*VIA: EMAIL
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

BIOHAZARDOUS WASTE DISPOSAL SERVICES
C-10-364-11-30

THIS BIO-HAZARDOUS WASTE DISPOSAL SERVICES AGREEMENT ("Agreement") is made and entered into as of the 4 day of December, 2010 between the County of Hidalgo, Texas ("County") and **Bio-Ops, LLC** a Texas Limited Liability Company ("Contractor").

W I T N E S E T H:

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

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

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

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

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

1. Contractor will provide collection services for all by Hidalgo County Health and Humans Services , the WIC Program, the Adult Detention Facility, Juvenile Probation Department, and all Mobile Clinics on an "on call" for a term of one (1) year from and after the effective date hereof. County reserves the right to continue this bid for an additional sixty (60) day Grace Period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

2. Each County department or program covered hereby will assemble its medical waste (as defined in 30 TAC ' 330.2) in the dedicated medical waste containers/boxes provided by Contractor at no additional cost to the County prior to the scheduled pick up time. The charge for the collection and disposal of the waste containers/boxes and contents shall be Twenty and 00/100ths Dollars ($20.00) per container/box. Contractor will bill County on a monthly basis for waste received during the preceding calendar month.

3. Contractor will be responsible for all tracking and manifest documentation procedures for the medical waste, which Contractor represents and warrants are in compliance with its permits and all applicable laws and regulations. Upon acceptance of the waste by Contractor and execution of a manifest by County's authorized representative, Contractor is granted all right, title and interest to the waste. Procedures subsequent to Contractor's acceptance of the containers and waste will comply with applicable permits and local, state and federal regulations regarding the handling and disposition of medical waste materials.

4. Contractor shall furnish proof of insurance (Exhibit "C") in at least the following limits, to be in place prior to providing any services under this Agreement and continuing at all times in force and effect during the term of this Agreement:

   A. A $500,000 general liability policy with limits of at least $100,000/$300,000 in accordance with the Texas Tort Claims Act;
   B. Workers compensation insurance as required by applicable law;
   C. Certificates of insurance shall be submitted to the County, naming it as an additional named insured, for approval prior to the award and execution of this Agreement;
   D. Each policy of insurance required hereunder shall extend for a period equivalent to the term of this Agreement, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County Judge prior to the cancellation of any such coverage on the termination date or otherwise; and
   E. This Agreement shall be automatically suspended upon the cancellation or other termination of any required policy of insurance hereunder.

5. Contractor represents and warrants that it possesses any and all necessary permits or licenses required under any applicable federal, state or local laws, regulations or ordinances for the operation of a medical waste collection and disposal service in accordance with the Specifications and Proposal, and that it will conduct its operations in full compliance with such permits or licenses and laws, regulations or ordinances. Contractor will notify County immediately upon the termination, cancellation, revocation or suspension of such permits or licenses, in which event County may, in its sole discretion, immediately terminate this Agreement. Contractor further represents and warrants that there are no current pending legal or administrative proceedings relating to its conduct of medical waste collection and transport operations or the disposal of waste at the locations described in paragraph 3, above. In addition, Contractor will notify County within 3 business days of the filing of any legal or

administrative proceeding affecting or in any manner related to its operations of a medical waste collection and transport business or the waste disposal facility at the locations described in paragraph 3, above.

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

7. **Miscellaneous Provisions**

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

7.02 **No Waiver**. No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

7.03 **Entire Agreement**. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Contractor, and not otherwise.

7.04 **Texas Law to Apply**. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

7.05 **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (I) personally delivered against a written receipt, or

(ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County:	Hon. Ramon Garcia Hidalgo County Judge 100 E. Cano, 2nd Floor Edinburg, Texas 78539
If to Contractor:	Bio-Ops, LLC Armando W. Ramirez, Jr., Owner PO Box 1985 Edinburg, Texas 78540

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

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

7.07 **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

7.08 **Assignment.** This Agreement shall not be assignable.

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

7.10 **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

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

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

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

COUNTY OF HIDALGO, TEXAS

_____
Ramon Garcia, County Judge

Company:

By: _____

Printed Name: _____

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:
Atlas & Hall, LLP

By: _____

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

HIDALGO COUNTY

REQUEST FOR SEALED QUOTES

"Bio-Hazardous Medical Waste Disposal Services"

RFSQ No. 2010-364-11-17-SMA

PURCHASING DEPARTMENT
County Of Hidalgo

November 09, 2010

_____

_____

_____

Re: **HIDALGO COUNTY-**
REQUEST for SEALED QUOTES-"Bio-Hazardous Medical Waste Disposal Services"
SEALED QUOTE No.: 2010-364-11-17-SMA

Dear Respondent:

Enclosed please find a Request for Sealed Quote (RFSQ) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the procurement process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Sandra Montalvo, Buyer II

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR SEALED QUOTE (RFSQ)
CHECKLIST

HIDALGO COUNTY
"BIO-HAZARDOUS WASTE MEDICAL DISPOSAL SERVICES"
BID NO.: 2010-364-11-17-SMA

1. **Request for Bid Letter, consist of __1__ page.**
2. **Request for Bid, Legal Notice, consisting of __8__ pages.**
3. **Exhibit "A"- Specifications/Requirements, consisting of__6__ pages.**
4. **Exhibit "B"-Bid Page, consisting of __2__pages.**
5. **Exhibit "C" Insurance Requirements, consisting of __4__ pages.**
6. **Exhibit "D"-Conflict of Interest, consist of __1__ page.**
7. **Bidders Application and Tax Form W-9, consisting of __6__ pages.**
8. **Certification Regarding Debarment consists of __1__page.**
9. **Draft Services Contract, consisting __5__ pages.**

The above mentioned items shall be found in the Request for Sealed Quotes (RFSQ) packet that is attached herewith in. Should you find that any of the items are not attached in its entirety please contact Sandra Montalvo @ Hidalgo County Purchasing Department by calling (956) 318-2626 or e-mail sandra.montalvo@co.hidalgo.tx.us to advise of missing documentation, and Purchasing will forward information either through facsimile, e-mail or by U.S. Mail.

Thank you.

Sandra M Montalvo

Sandra Montalvo, Buyer II
Hidalgo County Purchasing Department

November 10, 2010
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

LEGAL NOTICE

HIDALGO COUNTY

REQUEST FOR SEALED QUOTES

"Bio-Hazardous Medical Waste Disposal Services"

RFSQ No. 2010-364-11-17-SMA

REQUEST FOR SEALED QUOTES

HIDALGO COUNTY
"Bio-Hazardous Medical Waste Disposal Services"

OPENING DATE:

November 17, 2010 @ 2:00 p.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed quotes will be received for **"HIDALGO COUNTY-BIO-HAZARDOUS MEDICAL WASTE DISPOSAL SERVICES"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. All sealed quotes are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"RFSQ NO. 2010-364-11-17-SMA- HIDALGO COUNTY–BIO-HAZARDOUS MEDICAL WASTE DISPOSAL SERVICES"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address: 2812 S. Business 281 New Administration Building, Edinburg, Texas, **on or before 2:00 p.m. Wednesday, November 17, 2010.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO BID.

   Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. **For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.**

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written

addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS: (if applicable)

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation-**"HIDALGO COUNTY-BIO-HAZARDOUS MEDICAL WASTE DISPOSAL SERVICES"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, CPA, County Auditor
2809 S. Bus. Hwy 281
Edinburg, Texas 78539
(956) 318-2511

17. **SCHEDULE OF EVENTS**

Quote Opening 2:00 P.M.	**November 17, 2010**
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

18. ~~Bid or Performance Bond; Payment Under Contract (if applicable for public works projects):~~

- ~~If the contract proposed is for the construction of public works or is for a contract exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

19. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST:**

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

  Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
  COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
    - Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. To secure a certificate of "Good Standing", you may access the following website: www.window.state.tx.us/taxinfo/coasintr.html . If the bidder is not incorporated in Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.
    - Possess or is able to obtain adequate financial resources as required to perform under the bid;
    - Be able to comply with the required or proposed delivery schedule;
    - Have a satisfactory record of performance;
    - Have a satisfactory record of integrity and ethics;
    - Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to,

benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY
"BIO-HAZARDOUS MEDICAL WASTE DISPOSAL SERVICES"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

(THIS PAGE MUST BE SUBMITTED WITH SEALED QUOTE)

EXHIBIT "A"
SPECIFICATIONS/REQUIREMENTS
HIDALGO COUNTY
"BIO-HAZARDOUS MEDICAL WASTE DISPOSAL SERVICES"
RFSQ NO. 2010-364-11-17-SMA

PROJECT OVERVIEW:

Hidalgo County is requesting sealed quotes for an annual contract. for the Pickup and Disposal of "*BIO-HAZARDOUS MEDICAL WASTE*" on an as needed basis but in no event to exceed the $50,000.00 (per year) statutory bid limit including, but not limited to the following:

SPECIFICATIONS/REQUIREMENTS, TERMS & CONDITIONS:

1) Vendor must be registered with the Texas Commission of Environmental Quality (TCEQ) as a transporter of untreated medical waste an insured to handle, transport, treat, and dispose of all applicable biohazard medical waste products

2) Vendor shall have a minimum of three (3) years of experience in the frilled of Medical Waste Removal and Disposal Services. The company should be actively engaged in the service of pick-up and disposal of contaminated infectious, regulated bio-hazardous and /or medical waste

3) Vendor must identify the landfill site to which waste materials are to be delivered. In the event vendor is not the owner or operator of the landfill site, vendor must provide Hidalgo County with copies of documents authorizing vendor to dispose of bio-hazardous medical waste materials in such landfill.

4) Vendor must provide a copy of the current permit of the landfill site issued by the **Texas Commission on Environmental Quality** evidencing authorization for the disposal of bio-hazardous medical waste products. In addition, vendor should present evidence that it possesses all other federal, state and local permits which may be necessary and proper to the conduct of a bio-hazardous medical waste collection and disposal business.

5) All medical waste must be transported and disposed in conjunction with current and existing EPA, OSHA, JCAH, DOT Federal and State of Texas, Texas Commission of Environmental Quality, Local and Federal Regulation's and Requirements.

6) Vendor shall conduct all pick-ups during normal business hours of 8:00a.m.-5:00p.m. CST, Monday-Friday, excluding County Holidays. Vendor(s) will make arrangements with the requesting department before scheduling service to insure county personal will be available to sign the required manifest documents.

7) Vendor will be required to collect all medical waste disposal materials generated by the Hidalgo County Adult Detention Facility, Juvenile Probation Department, Health Department, WIC Program and all mobile clinics.

8) Vendor must provide the following:

   a) Number of CARDBOARD and liners including size and description to be provided by vendor at ***no additional charge.***

9) All charges-labor, personnel, service, supervision, administration, reporting, documentation, manifest, cardboard boxes, labels, material, supplies, insurance, licenses permits, equipment, vehicles, pick-up, disposal, transportation shipping, handling fuel surcharges, and all other costs associated with this contract must be included in the flat rates. Delivery and Services will be F.O.B.; Hidalgo County as indicated on each designated purchase order

10) The term of the contract will be for a one (1) year with the county's option to extend an additional sixty (60) days grace period at the end of the contract term for unforeseen delay under the same rates, terms and conditions.

11) The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a thirty (30) days written notice prior to any cancellation.

12) Hidalgo County reserves the right to award the bid to MULTIPLE vendors if the County determines it is in its best interest to do so.

13) Hidalgo County reserves the right to award to a primary and secondary vendor.

14) Quantities indicated in the sealed quote are estimates based upon the best available information. The County reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the sealed quote price.

15) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities or to accept the bid considered the best and most advantageous to the County.

16) Vendor must submit a complete **manifest and tracking** documentation generated by treatment facility, and that the procedures certify that the manifest are in compliance with state and federal regulations to bio-hazardous medical waste disposal.

17) Awarded vendor(s) must provide and maintain proof of Automobile, General and Worker's Compensation Insurance's (Refer to Exhibit "C"- for limits).

18) The successful vendor will indemnify and hold harmless the County, and its officers, officials, and employees, agents and attorneys for any and all claims and expenses arising out of or related to the performance of the contract awarded pursuant hereto.

19) Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

20) After quote is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with sealed quote agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, county shall charge the successful bidder the difference for any additional cost of such item.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

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

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

    - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
    - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
    - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
    - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
    - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such

request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

1) All costs and expenses associated with the preparation and submission of sealed quotes shall be the responsibility of the vendor and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

2) Hidalgo County is requesting that sealed quotes be submitted to Martha L. Salazar, CPPB, Purchasing Agent, Attn: Sandra Montalvo at 2812 S. Business Hwy 281 (Hidalgo County New Administration Bldg.), Edinburg, Texas 78539.

ATTACHMENT "A"

HIDALGO COUNTY

"Bio-Hazardous Medical Waste Disposal Services"

RFSQ NO. 2010-364-11-17-SMA

Waste Pick-up Schedule:

Vendor(s) shall coordinate the medical waste pick-up with each individual department unless a pre-determined schedule has been determined by user department. Note All pick-ups schedule are subjected to change by Hidalgo County. Below is tentative schedule subject to change by Hidalgo County.

HIDALGO COUNTY WIC PROGRAM Contact Person: Margarita Gonzalez-956-318-4646			
	LOCATIONS/CLINICS	**Scheduled Service** (Weekly, bi-weekly, monthly etc.)	**Estimated Qty. of boxes & liners per location**
1)	Edinburg Clinic 3105 E. Schunior Edinburg, Texas	WEEKLY	3 boxes
2)	La Joya WIC 204 W. 2 nd La Joya, Tx	Every 2 months	3 boxes
3)	Mission WIC 211 S. Schuback Mission, Tx	twice a month	3 boxes
4)	Las Milpas WIC 7013 S. Cage Pharr, Tx	once a month	3 boxes
5)	McAllen WIC 300 E. Hackberry McAllen, Tx	once a month	3 boxes
6)	Progreso WIC 5 Mile S. Bus 83 FM 1015 Progreso, Tx	Every 2 months	3 boxes
7)	Pharr WIC 1903 W. Fir Pharr, Tx	Bi weekly	3 boxes
8)	Hidalgo WIC 702 Tejano Street Hidalgo, Tx	once a month	3 boxes
9)	Alton WIC 3509 E. Main. Alton, Tx	once a month	3 boxes
10)	Donna WIC 301 S. 8th Donna, Tx	once a month	3 boxes
11)	Sullivan WIC W. Hwy 83 Sullivan, Tx	once a month	3 boxes
12)	Weslaco WIC I 1901 N. Bridge Weslaco, TX	once a month	3 boxes
13)	Rio Grande WIC 604 N. Garza Street Rio Grande City, Tx	once a month	3 boxes
14)	Edinburg WIC Mobile 3105 W. University Edinburg, Tx	once a month	3 boxes
15)	Edinburg WIC II 113 Dawson Edinburg, Tx	once a month	3 boxes

16)	Mission WIC II 722 N. Breyfogle Mission, Tx	Every 2 weeks	3 boxes
17)	Mercedes WIC 504 S. Texas Mercedes, Tx	once a month	3 boxes
18)	McAllen WIC II 220 S. Bicentennial McAllen, Tx	once a month	3 boxes
19)	McAllen WIC II 3001 S. 23rd McAllen, Tx	once a month	3 boxes
20)	Pharr WIC II 1903 N. Fir Pharr (Temp. Address)	Every 3 mo	3 boxes
21)	San Juan WIC 509 Earling Rd. San Juan, Tx	twice a month	3 boxes
22)	San Carlos WIC(San Carlos Comm. Center) 230 N. 86th St- East Hwy 107 San Carlos, Tx	once a month	3 boxes
23)	Alton WIC II 3519 S. Main Suite B Mission, Tx	once a month	3 boxes
24)	Alamo WIC 3131 E. Bus 83 Suite 113 Alamo, Tx	twice a month	3 boxes
25)	Weslaco WIC II 417 S. Oregon Weslaco, TX	once a month	3 boxes
26)	Elsa WIC 708 E. Edinburg Elsa, Tx	once a month	3 boxes
27)	Roma WIC 1505 N. Grant Roma, Tx	once a month	3 boxes
28)	Alamo WIC Clinic 1429 S. Tower Road Alamo, Tx	once a month	3 boxes

HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT **Contact Person: Elena Gaitan 956-587-6200**			
LOCATION		Scheduled Service (weekly,bi-weekly monthly etc.)	**Estimated Qty. of boxes & liners per location**
1)	Judge Mario E. Ramirez Jr. Juvenile Justice Center 1001 N. Doolittle Rd. Edinburg, Tx	once a month	2 boxes
HIDALGO COUNTY SHERIFF'S OFFICE **Contact Person: Juan Tapia 956-383-8114**			
LOCATION		Scheduled Service (Weekly, bi-weekly monthly etc.)	**Estimated Qty. of boxes & liners per location**
1)	Infirmary 701 E. Cibolo Rd. Edinburg, Tx	twice a month	8 boxes
2)	Law Enforcement CSI Office 711 E. Cibolo Rd Edinburg, Tx	monthly	1 box

HIDALGO COUNTY HEALTH & HUMAN SERVICES Scheduled Pick up for Bio Hazards- 2nd and 3rd Wednesday between 1:00 PM and 4:00 PM **** estimated average of 600 – 2 gallon containers and 100 one quart containers per year****			
	LOCATION	Scheduled Service (Weekly, bi-weekly monthly etc.)	**Estimated Qty. of boxes & liners per location**
1)	Edinburg Clinic 3105 E. Richardson Edinburg, Texas 78539 Phone: (956)318-2040 Supervisor: Maricela Hernandez, R.N.	once a month	4 boxes
2)	Elsa Clinic 708 Edinburg St. Elsa, Texas 78543 Phone: (956)262-1141 Supervisor: Marisol Escamilla, R.N.	once a month	3 boxes
3)	Hidalgo Clinic 702 E. Texano Hidalgo, Texas 78557 Phone: (956)843-7463 Supervisor: Cecilia Lopez, R.N.	once a month	3 boxes
4)	McAllen Clinic 300 E. Hackberry McAllen, Texas 785001 Phone: (956)682-6155 Supervisor Norma Garza, R.N.	once a month	5 boxes
5)	Mission Clinic 211 N. Schurebach Road Mission. Texas 78572 Phone: (956)585-2461 Supervisor: Victoria Garza, R.N.	once a month	5 boxes
6)	Pharr Clinic 1903 N. Firs Phone: (956)787-1531 Supervisor: Lilia Velasco, R.N.	once a month	5 boxes
7)	Weslaco Clinic 1901 N. Bridge Weslaco, Texas 78596 Phone: (956)969-8332 Supervisor: Elva Murphy, R.N.	once a month	3 boxes
8)	Pulmonary Clinic (South Entrance) 1304 South 25th Ave Edinburg, Texas 78542 Phone: (956)387-0118 Supervisor: Gloria Salinas, R.N., TB Program Manager	once a month	4 boxes

"EXHIBIT B"

HIDALGO COUNTY
"BIO-HAZARDOUS WASTE MEDICAL DISPOSAL SERVICES"
BID NO.: 2010-364-11-17-SMA
BID PAGE

Description of Box & Liner	Sizes
LANDFILL SITE: (NAME, ADDRESS OF COMPANY _____ _____	

FLAT RATE PRICE $_____
Pickup & Disposal of Medical Waste including box & liner
(Schedule or non-schedule)

ACKNOWLEDGMENT FORM

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER /COMPANY'S NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NUMBER/: _____

CELLULAR NUMBER: _____

FAX NUMBER: _____

AUTHORIZED SIGNATURE: _____

EMAIL ADDRESS: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD CERTIFICATE OF INSURANCE	DATE (MM/DD/YY)
PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					GEN'L AGGREGATE	$
					PRODUCTS – COMP/OP AGG:	$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED: INSURER LETTER: _____	CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

(THIS PAGE MUST BE SUBMITTED WITH BID)

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

(Copy of receipt and this form must be submitted with bid)

VENDOR'S APPLICATION

&

W-9 FORM

HIDALGO COUNTY

REQUEST FOR SEALED QUOTES

"Bio-Hazardous Medical Waste Disposal Services"

RFSQ No. 2010-364-11-17-SMA

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address: **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____ Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify
State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	**Disadvantaged Business (At Least 51% Ownership)**	
Less than 125,000 annual gross receipt	Black American	Native American
Less than 250,000 annual gross receipt	Hispanic American	Women
Less than 499,000 annual gross receipt	Asian Pacific American	Other
More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: Yes No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** Yes No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: Yes No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

(THIS PAGE MUST BE SUBMITTED WITH BID)

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: Yes No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

(THIS PAGE MUST BE SUBMITTED WITH BID)

Form **W-9**
(Rev. November 2006)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ - ___ - ____

or

Employer identification number
___ - _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

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

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

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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

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

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

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II Instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

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

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

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

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY

REQUEST FOR SEALED QUOTES

"Bio-Hazardous Medical Waste Disposal Services"

RFSQ No. 2010-364-11-17-SMA

"EXHIBIT B"

HIDALGO COUNTY
"BIO-HAZARDOUS WASTE MEDICAL DISPOSAL SERVICES"
BID NO.: 2010-364-11-17-SMA
BID PAGE

Description of Box & Liner	Sizes
CORRUGATED CARDBOARD BOXES	16 5/8" x 13 5/8" x 20
BIOHAZARD BAGS/LINERS - RED PLASTIC	40-45 GALLONS

LANDFILL SITE: (NAME, ADDRESS OF COMPANY

BIO MEDICAL WASTE SOLUTIONS, LLC.

9665 JADE AVE., PORT ARTHUR, TEXAS 77642

FLAT RATE PRICE $ 20.00 / BOX

Pickup & Disposal of Medical Waste including box & liner
(Schedule or non-schedule)

ACKNOWLEDGMENT FORM

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER /COMPANY'S NAME: Bio-Ops, LLC.

ADDRESS: PO Box 1985

CITY/STATE/ZIP CODE: Edinburg, Texas 78540

PHONE NUMBER/: 1-888-956-2461 (1-888-956-B10-1)

CELLULAR NUMBER: 956-778-4412

FAX NUMBER: 956-287-4907

AUTHORIZED SIGNATURE:

EMAIL ADDRESS: aj@bio-ops.net (or) medwaste@bio-ops.net

PRINTED NAME: Armando W. Ramirez, Jr

TITLE: Owner

DATE: 11/16/10

EXHIBIT "C"

INSURANCE REQUIREMENTS

HIDALGO COUNTY

REQUEST FOR SEALED QUOTES

"Bio-Hazardous Medical Waste Disposal Services"

RFSQ No. 2010-364-11-17-SMA

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/18/2010

PRODUCER
ANNAVILLE INSURANCE
14602 Compass Street #A
Corpus Christi, TX 78418
(361) 949-6787

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

INSURED
BIO-OPS LLC

1403 CEDAR
EDINBURG, TX 78539

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: CENTURY SURETY COMPANY	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
X		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	ccp-647427	10/07/10	10/07/11	EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
						MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 1,000,000
						PRODUCTS - COMP/OP AGG	$ 1,000,000
		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE	$
						AGGREGATE	$
							$
							$
							$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
						E.L. EACH ACCIDENT	$
						E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

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

CRIME AND TRAUMA SCENE CLEAN UP
BIO-RECOVERY &DECON SERVICES
hidalgo county,2812 s.business hwy 281,edinburg,tx 78539 is named as an additional insured on policy number ccp 647427

CERTIFICATE HOLDER

fax#956-318-2629
hidalgo county purchasing department
2812 s.business hwy 281
edinburg,tx 78539
attn;sandra montalvo

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Tom Farmer

© ACORD CORPORATION 1988

CERTIFICATE OF INSURANCE

This certificate of insurance is NOT an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain; the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies which may substantially limit coverage. Where reference is made to an Aggregate Limit, those limits are Company's maximum liability under the Policy for the entire policy period regardless of the number of insureds, claimants or occurrences. Certificate is issued by Insured's Representative. Additional insured and other endorsements may only be authorized by the Company or its appointed General Agent

Date: 10/14/2010 4:59:00PM

NAME OF INSURED BIO-OPS LLC

P.O. ADDRESS PO BOX 1985 EDINBURG, TX, 78540

Insurance Company Name: National Liability & Fire Insurance Company

Insurance Company Address: 3024 Harney Street • Omaha, Nebraska • 68131-3580

POLICY NUMBER	KINDS OF INSURANCE	LIMITS		EFFECTIVE	EXPIRES
N/A	COMMERCIAL GENERAL LIABILITY ☐ Occurrence Form ☐ Claims-Made Form Coverages ☐ Premremises-Operations ☐ Products/Completed Operations ☐ Other (Specify) _____ General Aggregate Limit	$ N/A			
	Products-Completed Operations Aggregate Limit	$ N/A			
	Personal & Advertising Injury Limit	$ N/A			
	Each Occurrence Limit	$ N/A			
	Fire Damage Limit (Any One Fire)	$ N/A			
	Medical Expense Limit (Any One Person)	$ N/A			
73TRR210060	AUTOMOBILE LIABILITY Bodily Injury	Each Person	$	10/08/2010 12:01 AM	10/08/2011 12:01 AM
		Each Accident	$		
	Property Damage	Each Accident	$		
	Bodily Injury and Property Damage Combined Single Limit		$ 1,000,000		
N/A	GARAGE LIABILITY Bodily Injury and Property Damage Combined Single Limit	Auto Only N/A	Other than Auto $ N/A		
	Aggregate Limit		$ N/A		
	Garagekeepers Insurance ☐ Legal Liability		$ N/A		
	☐ Direct Excess		$ N/A		
	☐ Direct Primary		$ N/A		
N/A	EXCESS LIABILITY ☐ Automobile ☐ General Liability Name of Primary Insurer: _____ Primary Limits		$ N/A		
	Excess Limits		$ N/A		
	General Aggregate Limit		$ N/A		
	☐ Aggregate Limit inclusive of Claims Expenses		N/A		
N/A	Employer's Liability		$ N/A		
N/A	Other				

DESCRIPTION OF OPERATIONS/VEHICLES

See Page 2

In the event of any material change in or cancellation of said policies, the Insured's Representative issuing this Certificate intends to, but is not obligated to, notify the party to whom this Certificate is addressed of such change or cancellation. The COMPANY undertakes no responsibility by reason of any failure of the Insured's Representative to provide such notification.

This Certificate issued to:

TCEQ-MC 184
P.O. Box 13087
Austin, TX 78711

This Certificate issued by:

By Quirk and Company, UW Dept.
10106 Desert Sand
San Antonio TX, 78216
Name of Insured's Representative

M-5044b (06/2002)

Online Certificates: 10/14/2010 4:59:08 PM

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
0-1100-423-21-280-002-0-421	JAIL-DISPOSAL	55,200.00	15,317.80	34,723.75	34,723.75	5,158.45	90.65
0-1100-423-32-330-001-0-421	JUV DET HM-DISPOSAL	5,000.00	61.50	4,048.93	4,048.93	889.57	82.21
0-1100-441-00-340-001-0-421	HEALTH ADM-DISPOSAL	1,994.70	.00	.00	.00	1,994.70	.00
0-1100-441-00-340-003-0-421	HEALTH CLINICS-DISPOSAL	9,450.00	857.90	6,939.70	6,939.70	1,652.40	82.51
0-1292-441-00-350-001-0-421	WIC ADM-DISPOSAL	16,970.04	982.82	12,119.22	12,119.22	3,868.00	77.21
0-1292-441-00-350-001-1-421	WIC ADM-DISPOSAL	20,000.00	15,305.64	1,827.48	1,827.48	2,866.88	85.67
0-1293-441-00-340-042-0-421	CPS/PHER-DISPOSAL	19,810.00	.00	399.00	399.00	19,411.00	2.01
0-1293-441-00-340-042-1-421	PPCPS/PHER-DISPOSAL	4,000.00	.00	.00	.00	4,000.00	.00
0-1295-423-00-330-028-0-421	WESL B/C-DISPOSAL	500.00	.00	.00	.00	500.00	.00

AI-24097 **18.E.3.**

Architectural Services for an Additional Administration Building
CC REGULAR

Date: 11/30/2010
Submitted By: Nielda Cavazos, PURCHASING DEPT.
Submitted For: Nielda Cavazos
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Co. Wide

Information

CAPTION

a. Presentation of the approved Hidalgo County Professional Pool of Architects for the purpose of nominating at least three firms (in order to score, evaluate, rank, negotiate and engage an architect) in connection with the design and construction of an additional administration building for various county elected offices, departments, programs or agencies including, but not limited to, those currently occupying the leased building known as the Mediplex; or, in the alternative,

b. Authority to advertise a Request for Qualifications as a project specific engagement for the design and construction of an additional administration building for various elected offices, departments, programs and agencies including, but not limited to, those currently occupying the leased building known as Mediplex.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1342-419-40-220-044-0-720
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n

BUDGETARY IMPACT:
Co 2010 A&B - Mediplex Building
Available funds as of 11/17/2010.rc

Attachments

Link: Email
Link: Expansion Pool
Link: 2010 Pool Arch
Link: Email 02

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	11/22/2010 05:00 PM	APRV
2	Budget & Management	Erika Zamora	11/23/2010 08:30 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	11/23/2010 02:00 PM	APRV

4	Auditor's Office	Linda Fong	11/23/2010 05:05 PM	APRV
Form Started By: Nielda Cavazos			Started On: 11/22/2010 01:32 PM	
Final Approval Date: 11/23/2010				

Nielda Cavazos

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, November 16, 2010 4:20 PM
To: nielda.cavazos@co.hidalgo.tx.us
Subject: FW: 2010 Approved Pool of Architects List
Attachments: 2010-015 -POOL OF ARCHITECTS.PDF; 2010-015A -EXPANSION OF POOL ARCHITECTS.pdf

Importance: High

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, November 16, 2010 3:44 PM
To: 'paguilar@ramongarcia-law.com'; 'joel.quintanilla@co.hidalgo.tx.us'; 'The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2'; 'The Honorable Jose M. Flores, Commissioner, Hidalgo County Precinct No. 3'; 'Oscar Garza'
Cc: 'Erika G Reyna'; 'eduardo.gonzalez@co.hidalgo.tx.us'; 'Humberto Garza'; 'yoli'; 'mingo.villarreal@co.hidalgo.tx.us'; 'mona.parras@co.hidalgo.tx.us'; 'joseph.palacios@co.hidalgo.tx.us'
Subject: FW: 2010 Approved Pool of Architects List
Importance: High

Members of Commissioner's Court:
As directed today at CC, attached for your review and file information, are the two (2) lists that compose the approved "Pool" of architects for Hidalgo County. Each firm is identified with the disciplines that they provide. An agenda item will be on the next CC meeting scheduled for Monday, November 22, 2010 which will detail options for engagement of a firm. If you require any further information or assistance regarding this matter, please do not hesitate to contact us.
Yours truly,
Marty Salazar

From: Moises Salazar [mailto:moises.salazar@co.hidalgo.tx.us]
Sent: Tuesday, November 16, 2010 3:21 PM
To: 'Martha Salazar'
Subject: 2010 Approved Pool of Architects List

As per your request, attached you will find the current Pool of Architects.

From the desk of:
Moises Salazar, Buyer II
Hidalgo County Purchasing Department
(956) 292-7000 Ext. 4863
(956) 292-7612 Fax
moises.salazar@co.hidalgo.tx.us

HIDALGO COUNTY PURCHASING DEPARTMENT															
RFQ-REFERRAL POOL- HIDALGO COUNTY															
DESCRIPTION OF RFQ: "EXPANSION of PROFESSIONAL ARCHITECTURAL SERVICES"											RFQ NO: 2010-015a-03-03-MEG				
RFQ ACCEPTANCE DATE: MARCH 03, 2010											ACCPETANCE OPENING TIME: 9:30 A.M.				
PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: FEBRUARY 10, 2010 THROUGH FEBRUARY 9, 2011															
AREA OF SPECIALIZATION															
RFQ #	NAME OF COMPANY	Design and Construction of Multi-level Parking structures	Pre-Design Services	Space Planning	Needs Assessment	ADA Compliance	Code Analysis	Master Planning	Design for New Construction	Design for Alterations/Renovations	Interior Design	Programming	Forensic Studies	Cost Estimating	Other
#1	PBK 1300 N. 10th Street Suite 210 McAllen, Texas 78501 956-687-1330 ph 956-687-1331 fx	⊃	⊃	⊃	⊃	⊃	⊃	⊃	⊃	⊃	⊃	⊃		⊃	
#2	ALAMO ARCHITECTS 1512 South Flores San Antonio, Texas 78204	⊃	⊃	⊃	⊃	⊃	⊃	⊃	⊃	⊃	⊃	⊃			
#3	MAYSE & ASSOC. 14850 Quorum Drive, Ste 201 Dallas, Texas 75254 972-386-0338 ph 972-386-0578 fx	⊃	⊃	⊃	⊃	⊃	⊃	⊃	⊃	⊃	⊃	⊃		⊃	⊃
#4	ALCOCER GARCIA ASSOCIATES, INC. 1333 E. Jasmine Ave. McAllen, Texas 78501	⊃	⊃	⊃	⊃	⊃	⊃	⊃	⊃	⊃	⊃	⊃		⊃	

HIDALGO COUNTY PURCHASING DEPARTMENT														
RFQ-REFERRAL POOL														
DESCRIPTION OF RFQ: "ARCHITECTURAL SERVICES-HIDALGO COUNTY"												RFQ NO: 2010-015-01-13-MEG		
RFQ ACCEPTANCE DATE: JANUARY 13, 2010												ACCPETANCE OPENING TIME: 9:30 A.M.		
PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: FEBRUARY 10, 2010 THROUGH FEBRUARY 9, 2011														
AREA OF SPECIALIZATION														
RFQ #	NAME OF COMPANY	Design and Construction of Multi-level Parking structures	Pre-Design Services	Space Planning	Needs Assessment	ADA Compliance	Code Analysis	Master Planning	Design for New Construction	Design for Alterations/Renovations	Interior Design	Programming	Forensic Studies	Cost Estimating	Other
#1	**Negrete & Kolar** 204 E. Stubbs St. Edinburg, TX 78539 (956) 386-0611 Fax: (956) 386-0613 dnegrete@nekoarch.com CC:mdtrotter@nekoarch.com cwilson@nekoarch.com	✖	✖	✖	✖		✖	✖	✖	✖	✖	✖		✖	
#2	**Dannenbaum Engineering Company** 3100 W. Alabama St. Houston, Texas 77098 P 713-520-9570 C 281-513-5289 F 713-527-6338 suzie.crumpler@dannenbaum.com Cynthia.luera@dannenbaum.com	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	
#3	**Tag International** 3160 Beecaves Suite 200 Austin, Texas 78746 (512) 328-1010 bruce.jackson@tagae.com	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	
#4	**Polkinghorn Group Arthitects** 248 Addie Roy Road, Suite B-301 Austin, TX 78746 512-327-4404 renitaw@pgarchitects.com	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖		
#5	**GIGNAC & Associates, LLP** 222 E. Van Buren, Ste. 102 Harlingen, TX 78550 Attn: Raymond Gignac, Principal (956) 365-4820 Fax: (956) 365-4821 rgignac@gignac-associates.com	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖		✖	

#6	**Milnet Architectural Services** 608 S. 12th Street McAllen, TX 78501 Attn: Rodolfo R. Molina Jr., AIA, Principal (956) 688-5656 Fax: (956) 687-9289 milnet@swbell.net		✖	✖	✖	✖	✖		✖	✖		✖	✖		
#7	**Megamorphosis/T. Howard & Associates** 1409 N. Stuart Place Rd Ste D Harlingen, Texas 78552 p 956-428-1779 f 956-425-5886 mega@megamorphosisdesign.net			✖	✖	✖	✖		✖	✖	✖				
#8	**Rike Ogden Figueroa** 1007 Walnut Avenue McAllen, Texas 78501 p 956-686-7771 f 956-687-3433 luis@rofainc.com		✖	✖	✖	✖			✖	✖	✖				✖
#9	**ERO International, LLP** 300 South 8th Street Mc Allen, TX 78501 Attn: Eli R. Ochoa, PE, AIA (956) 661-0400 Fax: (956) 661-0401 eochoa@eroarchitects.com WEB: www.eroarchitects.com	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖
#10	**V-A ARCHITECTS** **Reynaldo Vargas, Architect, Inc.** 2029 Industrial Drive Mc Allen, TX 78504 Attn: Reynaldo Vargas, AIA, Architect/President (956) 631-2242 Fax: (956) 686-7916 **v-aarchitecture@att.net**	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖
#11	**AMTECH Building Sciences, Inc.** 2403 N. 10th St. Suite B-PMB 220 McAllen, TX 78501 (956) 686-7070 Fax: (956) 686-2233 mida@architectos.com	✖	✖		✖		✖		✖	✖				✖	
#12	**Gomez Mendez Saenz, Inc.** 1150 Paredes Line Road Brownsville, TX 78521 Attn: Rudy V. Gomez, AIA, AICP, President Ph.: (956) 546-0110 Fax: (956) 546-0196 **rudyg.gms@bizrgv.rr.com** **susana.gms@bizrgv.rr.com**		✖	✖	✖	✖	✖	✖		✖	✖	✖	✖	✖	✖
#13	**Mata-Villarreal-Garcia Design LLP** 1314 W Ivy Ave. Mc Allen, TX 78501 (956) 631-1945 Fax: (956) 631-1968 fwhite@mvgdesign.us			✖	✖	✖		✖		✖	✖	✖	✖		

Nielda Cavazos

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Monday, November 22, 2010 2:09 PM
To: nielda.cavazos@co.hidalgo.tx.us
Subject: FW: Approved Pool of Architects-Construction of an Additional Adm. Bldg.
Attachments: FW: 2010 Approved Pool of Architects List (1.07 MB)

Importance: High

Ms. Nielda:
Please attach to the item that was "no action" today and now on next week's meeting.
Marty

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Monday, November 22, 2010 2:07 PM
To: 'paguilar@ramongarcia-law.com'; 'joel.quintanilla@co.hidalgo.tx.us'; 'The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2'; 'The Honorable Jose M. Flores, Commissioner, Hidalgo County Precinct No. 3'; 'Oscar Garza'
Cc: 'yolanda.chapa@co.hidalgo.tx.us'; 'Erika G Reyna'; 'eduardo.gonzalez@co.hidalgo.tx.us'; 'Humberto Garza'; 'yoli.cisneros@co.hidalgo.tx.us'; 'mona.parras@co.hidalgo.tx.us'; 'joseph.palacios@co.hidalgo.tx.us'
Subject: Approved Pool of Architects-Construction of an Additional Adm. Bldg.
Importance: High

To All:
Attached for your thorough review and familiarity is the current approved "Pool" of Architects for Hidalgo County. The list identifies the disciplines that the firms have noted in their individual Statements of Qualifications. Since so action was taken by CC today, I will place on next week's meeting. If you require any further information of assistance regarding this matter, do not hesitate to contact us.
Yours truly,
Marty Salazar

Martha L. Salazar, CPPB
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