AI-24905 **6.A.**

2010 Tier Two Report

CC REGULAR

Date:	01/25/2011
Submitted By:	Rosie Luna, SAFETY DIVISION
Submitted For:	Roy Quintanilha
Department:	SAFETY DIVISION
Agenda Category:	Safety Division

Information

CAPTION

1. Discussion and action to authorize Lorenzo Ortiz Jr. to sign for and submit the 2010 Texas Tier Two Report.

2. Discussion and action to authorize the Auditor's Department to issue check in the amount of $50.00 made payable to: Tier Two Chemical Reporting Program - ZZ109-180 from account no. 1-1100-419-50-125-003-0-890.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-419-50-125-003-0-890

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

BUDGETARY IMPACT:

Funds available as of 1-21-11 $100.00.

Attachments

Link: 2010 Tier Two

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/19/2011 04:42 PM	APRV
2	Erika Zamora	Erika Zamora	01/21/2011 03:13 PM	APRV
3	Auditor's Office		01/21/2011 05:21 PM	NEW

Form Started By: Rosie Luna — Started On: 01/19/2011 03:03 PM

Final Approval Date: 01/21/2011

AI-24905 **6.A.**

2010 Tier Two Report

CC REGULAR

Date:	01/25/2011
Submitted By:	Rosie Luna, SAFETY DIVISION
Submitted For:	Roy Quintanilha
Department:	SAFETY DIVISION
Agenda Category:	Safety Division

Information

CAPTION

1. Discussion and action to authorize Lorenzo Ortiz Jr. to sign for and submit the 2010 Texas Tier Two Report.

2. Discussion and action to authorize the Auditor's Department to issue check in the amount of $50.00 made payable to: Tier Two Chemical Reporting Program - ZZ109-180 from account no. 1-1100-419-50-125-003-0-890.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-419-50-125-003-0-890

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

BUDGETARY IMPACT:

Funds available as of 1-21-11 $100.00.

Attachments

Link: 2010 Tier Two

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/19/2011 04:42 PM	APRV
2	Erika Zamora	Erika Zamora	01/21/2011 03:13 PM	APRV
3	Auditor's Office		01/21/2011 05:21 PM	NEW

Form Started By: Rosie Luna — Started On: 01/19/2011 03:03 PM

Final Approval Date: 01/21/2011

AI-24961 **7.A.**

Juvenile Accountability Block Grant (JABG)

CC REGULAR

Date:	01/25/2011
Submitted By:	Michael Leo, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

1. Approval to apply for the Juvenile Accountability Block Grant (JABG) from the Governor's Criminal Justice Division (CJD).
2. Authorization for County Judge to sign (electronically certify) application as authorized offical.

BACKGROUND

In the effort to assist in reducing juvenile offending through accountability-based programs focused on the juvenile offender Hidalgo County was notified by The Governor's Criminal Justice Division (CJD) that our jurisdiction is eligible to apply for $47,370.27 federal award with a 10% cash match of $5,263.36 for a total grant award of $52,633.63 for the coming grant year. The allocation is based on an annual calculation of juvenile crime data in this area.

Applications must be submitted online and certified through their website on or before January 31, 2011 to be considered for funding.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1286-423-00-330-005-1-XXX

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

BUDGETARY IMPACT:

Grant Amount: $52,633.63
Federal Award: $47,370.27
Local Match: $ 5,263.36

Local Match of $5,000.00 has been reserved in the 1286 fund balance; additional funding of $263.36 will be transfered and appropriated once grant is awarded.

Attachments

Link: backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/21/2011 04:05 PM	APRV
2	Perla Lopez	Perla Lopez	01/21/2011 04:48 PM	APRV

3	Auditor's Office	01/21/2011 05:21 PM	NEW
Form Started By: Michael Leo		Started On: 01/21/2011 02:43 PM	
Final Approval Date: 01/21/2011			

Michael Leo

From: Ramon Garcia [ramon.garcia@co.hidalgo.tx.us]
Sent: Wednesday, November 24, 2010 12:19 PM
To: richard.sanchez@co.hidalgo.tx.us
Cc: michael.leo@co.hidalgo.tx.us
Subject: FW: Hidalgo County - JABG Allocation

From Judge Garcia's Email

From: Lance White [mailto:lwhite@governor.state.tx.us]
Sent: Wednesday, November 24, 2010 10:57 AM
To: 'ramon.garcia@co.hidalgo.tx.us'
Subject: Hidalgo County - JABG Allocation

STATE OF TEXAS
OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE DIVISION

RICK PERRY
GOVERNOR

November 24, 2010

The Honorable Juan D. Salinas, III
Hidalgo County
P.O. Box 1356
Edinburg, Texas 78540

Dear Judge Salinas, III:

The U.S. Department of Justice, Office of Juvenile Justice and Delinquency Prevention provides the Juvenile Accountability Block Grant (JABG) to the Governor's Criminal Justice Division (CJD) to assist in reducing juvenile offending through accountability-based programs focused on the juvenile offender. We are pleased to inform you that your jurisdiction is eligible to apply for $47,370.27 with a 10% cash match of $5,263.36 for the coming grant year. The allocation is based on an annual calculation of juvenile crime data in your area.

Applicants must access CJD's grant management website at https://egrants.governor.state.tx.us to register and apply for funding. All applications must be submitted and certified through this website on or before January 31, 2011 to be considered for funding.

All applicants must obtain approval from their local JABG Advisory Board. You may waive your jurisdiction's allocation and request that the funds be awarded to a larger or neighboring city, county, or Native American

tribe that will still benefit your jurisdiction by completing the "Waiver of Funds Form" and faxing it to the Governor's Criminal Justice Division at (512) 475-2440. The JABG Waiver of Funds Form can be downloaded from CJD's website at https://egrants.governor.state.tx.us/updates.aspx.

If you have any questions you may contact Ryan Clinton at (512) 463-1919 or by email at ryan.clinton@governor.state.tx.us.

Sincerely,



Christopher Burnett
Executive Director

AI-24965 **8.A.**

Presentation for County Clerk's Collections Department
CC REGULAR

Date:	01/25/2011
Submitted By:	Jennilee Garza, COUNTY CLERK
Submitted For:	Arturo Guajardo
Department:	COUNTY CLERK
Agenda Category:	County Clerk

Information

CAPTION

As per County Judge Ramon Garcia, the County Clerk's Office will provide a presentation regarding the collection of Court Fines and Fees.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/21/2011 04:06 PM	APRV
2	Sylvia Solis	Sylvia Solis	01/21/2011 04:57 PM	APRV
3	Auditor's Office		01/21/2011 05:21 PM	NEW

Form Started By: Jennilee Garza — Started On: 01/21/2011 03:48 PM

Final Approval Date: 01/21/2011

AI-24914 **9.A.**

County Treasurer Bond

CC REGULAR

Date:	01/25/2011
Submitted By:	Fred Zamarripa, TREASURER'S OFFICE
Submitted For:	Norma Garcia
Department:	TREASURER'S OFFICE
Agenda Category:	County Treasurer

Information

CAPTION

1. Discussion, consideration and approval of bond in the amount of $500,000.00 for the County Treasurer as recommended by the County Auditor as set forth under Local Government Code, Section 83.002.

2. Approval of intradepartmental transfer.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-415-16-150-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 1/21/11.

Attachments

Link: Bond

Link: lit

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	01/20/2011 09:03 AM	APRV
2	Fred Zamarripa	Fred Zamarripa	01/20/2011 04:37 PM	APRV
3	Auditor's Office	Angela Garcia	01/21/2011 03:45 PM	APRV
4	Erika Zamora	Erika Zamora	01/21/2011 04:54 PM	APRV
5	Purchasing Department		01/21/2011 05:21 PM	NEW

Form Started By: Fred Zamarripa Started On: 01/19/2011 04:34 PM

Final Approval Date: 01/21/2011

INVOICE
01/20/11

Montalvo Insurance Agency
PO Box 2
Weslaco, Texas 78599
956-968-5521

To: **Norma G. Garcia**
P. O. Box 1073
Donna, TX. 78537

Type of Coverage: Public Official Bond #LPO2109318 - $50,000.	
Company: Old Republic Surety Co.	
Term: 01/01/11 – 01/01/15	
Premium:	**$ 888.00**
Premium received on 1/10/11	**$ - 178.00**
Type of Coverage: Public Official Bond #LPO2109319 - $500,000.	
Company: Old Republic Surety Co	
Term: 01/01/11 – 01/01/15	
Premuim:	**$ 8,875.00**
Premium received on 1/10/11	**$ - 444.00**
Total Premium:	**$ 9,141.00**

Please attach Riders to original bonds. No signatures are required.

Check is payable to Montalvo Insurance Agency.

THANK YOU FOR YOUR BUSINESS

OLD REPUBLIC SURETY COMPANY
RIDER

TO BE ATTACHED TO AND FORM PART OF
COUNTY TREASURER Bond Number LPO2109319
(Type of bond)

IN FAVOR OF HIDALGO COUNTY JUDGE 2810 S. BUSINESS
(Obligee)

ON BEHALF OF GARCIA, NORMA G.
(Principal)

EFFECTIVE 1/01/2011
(Original effective date)

IT IS AGREED THAT, in consideration of the original premium charged for this bond, and any additional premium that may be properly chargeable as a result of this rider,

1. The Surety hereby gives its consent to:

(X) INCREASE ( ) CHANGE THE NAME OF THE PRINCIPAL

( ) DECREASE ( ) CHANGE THE ADDRESS OF THE PRINCIPAL

( ) CHANGE THE EFFECTIVE DATE ( ) CHANGE THE EXPIRATION DATE

( ) OTHER

(of) the attached bond **FROM:** $25,000.00

TO: $500,000.00

EFFECTIVE: 1/01/2011

2. **PROVIDED,** however, that the attached bond shall be subject to all its agreements, limitations, and conditions except as herein expressly modified, and that the liability of the Surety under the attached bond and under the attached bond as changed by this rider shall not be cumulative.

3. Signed and sealed this 19th day of January , 2011 .

ACCEPTED BY:

OLD REPUBLIC SURETY COMPANY
SURETY

By: Annie Tutt
ATTORNEY-IN-FACT
ANNIE TUTT

(TITLE)

ORSC 22381 (1/93)

OLD REPUBLIC
Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

ANNIE TUTT, BRENDA LANGLEY, LESIA SLUCK, OF DALLAS, TX

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding $5,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 10TH day of JUNE, 2005.

Assistant Secretary

OLD REPUBLIC SURETY COMPANY

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 10TH day of JUNE, 2005, personally came before me, JAMES E. LEE and DAVID G. MENZEL to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Notary Public

My commission expires: 01/18/2009

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

89-0030

Signed and sealed at the City of Brookfield, WI this 19th day of Jan. 2011

OLD REPUBLIC SURETY COMPANY

Assistant Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON COLORED BACKGROUND AND IS MULTI-COLORED

OBSC 22262 (3/04)

OLD REPUBLIC

"Company" means as interest(s) may appear, the Old Republic Surety Company, any and/or all subsidiary(ies), and/all parent company(ies) of Old Republic Surety Company, and/or any affiliated company(ies) within the Old Republic International General Insurance Group, as well as/or any and/all reinsuring surety(ies), co-surety(ies) and any surety(ies) which have been procured to execute the bond(s), their successors or assigns.

PLEASE TYPE OR PRINT LEGIBLY

APPLICATION FOR PUBLIC OFFICIAL BOND
(For Bonds up to $250,000)

AGENT
Ramon Montalvo III

APPLICANT'S NAME AND ADDRESS
Norma G. Garcia
P.O. Box 1073
Donna, TX. 78537

AMOUNT OF BOND
$ 25,000.00

PREMIUM PAYMENT
☐ ANNUAL ☒ TERM

EXACT NAME OF OBLIGEE TO WHOM BOND IS PAYABLE
Hidalgo County Judge

OFFICIAL TITLE
County Treasurer

☒ ELECTED ☐ APPOINTED DATE 01/01/2011

TERM OF OFFICE ☒ DEFINITE ☐ INDEFINITE | BEGINS 01/01/2011 | ENDS 01/01/2015

APPROXIMATE NET WORTH OF APPLICANT
$

HAS APPLICANT HELD THIS OFFICE BEFORE? ☒ YES ☐ NO | WHEN? 01/01/1995

SOCIAL SECURITY NUMBER
455-80-8367

ON BONDS OVER $25,000 ALSO COMPLETE THE FOLLOWING

OCCUPATION AND EMPLOYER PRIOR TO TAKING OFFICE?
MAYOR - CITY OF MERCEDES

NUMBER OF DEPUTIES AND SUBORDINATES?
1 12

WILL THEY BE BONDED? ☒ YES ☐ NO

BY WHOM ARE ACCOUNTS EXAMINED?
Burton McCumber & Cortez L.L.P

WHEN? Annually | LAST EXAMINATION DATE 12/31/09

ARE TAXES COLLECTED? ☒ YES ☐ NO | AMOUNT COLLECTED? Armando Barrera Jr - Tax Assessor Collector | WHERE ARE FUNDS DEPOSITED? Tax General Account

DOES APPLICANT SIGN CHECKS ☒ YES ☐ NO | IF YES, DO ALL CHECKS REQUIRE A SECOND SIGNATURE? ☒ YES ☐ NO | IF NO, PLEASE EXPLAIN

DOES APPLICANT RECONCILE THE BANK ACCOUNTS? ☐ YES ☒ NO

INDEMNITY AGREEMENT

(A FACSIMILE AND OR SCANNED COPY OF THIS AGREEMENT SHALL BE TREATED AS AN ORIGINAL FOR ALL PURPOSES)

The undersigned applicant and/or indemnitors hereby request The Company to become surety for and furnish the above bond and such other bond or bonds as may now or hereafter be required by or on behalf of the above named applicant.

The undersigned certify that the information and statements contained in this application are true, and the undersigned jointly and severally in consideration of the Company becoming surety, or executing or guaranteeing any bond or bonds for the applicant, do for value received hereby covenant, promise and agree to pay the Company the usual premium, and we each jointly and severally agree to indemnify and keep indemnified the said Company from and against any liability, and all loss, costs, charges, suits, damages, counsel fees and expenses of whatever kind of nature which said Company shall at any time sustain or incur, for or by reason, or in consequence of said Company having become surety or entering into such bond or bonds and agree to place the Company in funds to meet any claim or demand before it shall be required to make payment.

That the Company shall have the right and is hereby authorized but not required: (a) to adjust, settle or compromise any claim, demand, suit or judgment upon said bond, and defend such suit and to appeal such judgment; and (b) to fill in any blank or blanks left in this application and indemnity contract, or at its election may have the case, cross-action or proceedings, or any part of it or them dismissed, or any appeal, writ of error, certiorari or any part of the appeal or writ of error or certiorari dismissed (the Company through its Attorney-in-Fact is hereby made the agent and Attorney-in-Fact of the undersigned, and the principals on said bond for all purposes).

This obligation is performable in Milwaukee, Milwaukee County, Wisconsin, where suit may be brought.

Dated this 15th day of DECEMBER, 2010. Norma G. Garcia (SEAL)

(SEAL)

ARKANSAS: "Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison."

COLORADO: "It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies."

DISTRICT OF COLUMBIA: "Warning: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant."

FLORIDA: "Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree."

HAWAII: "For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both."

KENTUCKY: "Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime."

LOUISIANA: "Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison."

MAINE: "It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or denial of insurance benefits."

NEW JERSEY: "Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties."

NEW MEXICO: "Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties."

NEW YORK: "Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation."

OHIO: "Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud."

PENNSYLVANIA: "Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

RHODE ISLAND: Insurer shall place on the application a warning which indicates the existence of a criminal penalty for failure to disclose a conviction for arson.

TENNESSEE: "It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits."

VIRGINIA: "It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits."

WASHINGTON: "It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits."

OLD REPUBLIC
Old Republic Surety Company
Old Republic Insurance Company
Bituminous Casualty Corporation

7610 Stemmons, Suite 400
P.O. Box 569486, Dallas, TX 75356-9480
Phone: (214) 634-1900/Fax: (214) 688-1120

OFFICIAL BOND AND OATH

LPO2109319
Bond Number

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Norma G. Garcia, of P.O. Box 1073, Donna, TX. 78537 as Principal, and Old Republic Surety Co., a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the Hidalgo County Judge and/or his/her successors in the penal sum of Twenty-Five Thousand Dollars and no/100------ Dollars ($ 25,000.00), for the payment of which we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, SEALED and DATED this 22nd. day of November , 2010 .

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 1st. day of January , 2011 , duly Elected (Elected - Appointed) to the office of County Treasurer in and for Hidalgo County in the State of Texas, for a term of 4 year(s) commencing on the 1st. day of January , 2011 .

NOW, THEREFORE, If the said Principal shall faithfully perform and discharge all the duties required of him/her by law as the aforesaid officer, and shall faithfully execute the duties of his/her office; remit according to law all funds received as county treasurer, and render an account of all funds received to the commissioners' court at each regular term of the court , then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Norma G. Garcia
Principal

Countersigned
By: _____
Texas Resident Agent

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Old Republic Surety Co.
Surety
BY _____
Attorney-in-Fact

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS
County of Hidalgo } ss

Before me, Alfredo Zamarripa on this day, personally appeared Norma G. Garcia , known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office, at Edinburg , Texas, this 15 day of December , 2010 .

SEAL

NOTARY PUBLIC STATE OF TEXAS
ALFREDO ZAMARRIPA
My Commission Expires
October 05, 2011

_____
Notary Public
Hidalgo County, Texas

OLD REPUBLIC
Old Republic Surety Company
Old Republic Insurance Company
Bituminous Casualty Corporation

7610 Stemmons, Suite 400
P.O. Box 569486, Dallas, TX 75356-9480
Phone: (214) 634-1900/Fax: (214) 688-1120

FILED
AT 3:00 O'CLOCK P M
DEC 29 2010
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY DEPUTY

OFFICIAL BOND AND OATH

LPO2109319
Bond Number

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Norma G. Garcia, of P.O. Box 1073, Donna, TX. 78537 as Principal, and Old Republic Surety Co., a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the Hidalgo County Judge and/or his/her successors in the penal sum of Twenty-Five Thousand Dollars and no/100------- Dollars ($ 25,000.00), for the payment of which we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, SEALED and DATED this 22nd. day of November , 2010 .

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 1st. day of January , 2011 , duly Elected (Elected - Appointed) to the office of County Treasurer in and for Hidalgo County in the State of Texas, for a term of 4 year(s) commencing on the 1st. day of January , 2011 .

NOW, THEREFORE, If the said Principal shall faithfully perform and discharge all the duties required of him/her by law as the aforesaid officer, and shall faithfully execute the duties of his/her office; remit according to law all funds received as county treasurer, and render an account of all funds received to the commissioners' court at each regular term of the court , then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Norma G. García
Principal

Countersigned
By: [signature]
Texas Resident Agent

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1941

Old Republic Surety Co.
Surety
BY [signature]
Attorney-in-Fact

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS
County of Hidalgo } ss

Before me, Alfredo Zamarripa on this day, personally appeared Norma G. Garcia , known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office, at Edinburg , Texas, this 15 day of December , 2010 .

SEAL

NOTARY PUBLIC STATE OF TEXAS
ALFREDO ZAMARRIPA
My Commission Expires
October 05, 2011

[signature]
Notary Public
Hidalgo County, Texas

FORM L-121 (REV. 12/00)

(OVER)

COPY

COPY

FILED
AT 1:10 O'CLOCK A M
JAN 05 2011
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, _____, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of _____ of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm), that I have not directly nor indirectly paid, offered, or promised to pay, contributed nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed _____

Sworn to and subscribed before me, at _____, Texas, this _____ day of _____, 20___.

SEAL

_____
Notary Public

_____ County, Texas

OATH OF OFFICE
(GENERAL)

I, Norma G. Garcia, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of County Treasurer of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm), that I have not directly nor indirectly paid, offered, or promised to pay, contributed nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed Norma G. Garcia

Sworn to and subscribed before me, at Edinburg, Texas, this 1st day of January, 20 11.

STATE OF TEXAS
NOTARY PUBLIC
ALFREDO ZAMARRIPA
My Commission Expires
October 05, 2011

Alfredo Zamarripa
Notary Public

Hidalgo County, Texas

THE STATE OF TEXAS
County of _____ } ss

The foregoing bond of _____ as _____ in and for _____ County and State of Texas, this day approved in open Commissioner's Court.

ATTEST: Date: _____, 20___.

_____ Clerk _____ County Judge,

County Court _____ County _____ County, Texas

THE STATE OF TEXAS
County of _____ } ss

I, _____, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the _____ day of _____, 20___, with its certificates of authentication, was filed for record in my office the _____ day of _____, 20___, at _____ o'clock ___M., and duly recorded the _____ day of _____, 20___, at _____ o'clock ___M., in the Records of Official Bonds of said County in Volume _____, on page _____.

WITNESS my hand and the seal of the County Court of said County, at office in _____, Texas, the day and year last above written.

_____ Clerk

By _____ Deputy County Court _____ County

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

RAMON MONTALVO, III, OF WESLACO, TX

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding $10,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF TWO HUNDRED FIFTY THOUSAND DOLLARS($250,000)---------- FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 22ND day of JUNE, 2010.

Assistant Secretary

OLD REPUBLIC SURETY COMPANY

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 22ND day of JUNE, 2010, personally came before me, GERALD C. LEACH and RICK A. JOHNSON to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Notary Public

My commission expires: 12/02/2012

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

89-5610

Signed and sealed at the City of Brookfield, WI this _____ day of _____

MONTALVO INSURANCE AGENCY

Assistant Secretary

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

Date: January 25, 2011
Department Head: Norma G. Garcia
Department Name: Treasurer's Office
Account Number: 1-1100-415-16-150-001-0-XXX

Subject: Budget Line-Item Transfer(s)

Honorable commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfer(s) in accordance with Local Government Code, Chapter 111, Subchapter C.:

FROM			TO		
OBJECT NUMBER	ACCOUNT (OBJECT) NAME		OBJECT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
350	Other Services	- - >	529	Surety & Notary Bond	641.00
535	Postage	- - >	529	Surety & Notary Bond	5,000.00
550	Printing & Binding	- - >	529	Surety & Notary Bond	500.00
583	Travel Out of County	- - >	529	Surety & Notary Bond	1,000.00
601	Office & Computer Supplies	- - >	529	Surety & Notary Bond	1,920.00
		- - >			
		- - >			
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		- - >			
		- - >			
		- - >		TOTAL	9,061.00

Reason:
To cover County Treasurer's Bond for 2011

Norma G. García
Hidalgo County Treasurer

Approved Commissioners' Court _____ Date _____ Attest County Clerk

AI-24955 **9.B.**

County Treasurer / Executive Office

CC REGULAR

Date: 01/25/2011
Submitted By: Fred Zamarripa, TREASURER'S OFFICE
Submitted For: Norma Garcia
Department: TREASURER'S OFFICE

Information

CAPTION

Discussion and appropriate action regarding the changing of the payroll schedule for 2011 commencing on April 21, 2011, (pay period #8).

BACKGROUND

Fiscal Impact

Attachments

Link: Current Schedule

Link: Proposed Schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/21/2011 01:40 PM	APRV
2	Erika Zamora	Erika Zamora	01/21/2011 03:45 PM	APRV
3	Auditor's Office		01/21/2011 05:21 PM	NEW

Form Started By: Fred Zamarripa Started On: 01/21/2011 12:51 PM

Final Approval Date: 01/21/2011

Norma G. Garcia
Hidalgo County Treasurer
2810 South Business Hwy 281, Edinburg, Texas 78539-6243
Telephone: (956) 318-2506 Fax: (956) 318-2507

2011 PAYROLL SCHEDULE

Listed below is the payroll schedule for the year 2011. In order to assure the preparation of checks, timesheets should be submitted in accordance with the schedule below. The timesheets shall be delivered to the Payroll Section of the County Treasurer's Office (Manually or through Time & Attendance) no later than 10:00 a.m.

Paychecks cannot be guaranteed to those who do not meet the Timesheet Due Date deadline.

Payroll checks will be prepared on a biweekly basis and will cover the days as shown on the Work Period Covered column. Checks are to be distributed as indicated on the Payday column.

PAY PERIOD	WORK PERIOD COVERED	TIMESHEET DUE DATE	PAY DAY
1	12/20/2010 – 01/02/2011	12/30/2010	1/7/2011
2	01/03/2011 – 01/16/2011	1/14/2011	1/21/2011
3	01/17/2011 – 01/30/2011	1/31/2011	2/4/2011
4	01/31/2011 – 02/13/2011	2/14/2011	2/18/2011
5	02/14/2011 – 02/27/2011	2/28/2011	3/4/2011
6	02/28/2011 – 03/13/2011	3/14/2011	3/18/2011
7	03/14/2011 – 03/27/2011	3/28/2011	4/1/2011
8	03/28/2011 – 04/10/2011	4/11/2011	4/15/2011
9	04/11/2011 – 04/24/2011	4/21/2011	4/29/2011
10	04/25/2011 – 05/08/2011	5/9/2011	5/13/2011
11	05/09/2011 – 05/22/2011	5/23/2011	5/27/2011
12	05/23/2011 – 06/05/2011	6/6/2011	6/10/2011
13	06/06/2011 – 06/19/2011	6/20/2011	6/24/2011
14	06/20/2011 – 07/03/2011	7/1/2011	7/8/2011
15	07/04/2011 – 07/17/2011	7/18/2011	7/22/2011
16	07/18/2011 – 07/31/2011	8/1/2011	8/5/2011
17	08/01/2011 – 08/14/2011	8/15/2011	8/19/2011
18	08/15/2011 – 08/28/2011	8/29/2011	9/2/2011
19	08/29/2011 – 09/11/2011	9/12/2011	9/16/2011
20	09/12/2011 – 09/25/2011	9/26/2011	9/30/2011
21	09/26/2011 – 10/09/2011	10/7/2011	10/14/2011
22	10/10/2011 – 10/23/2011	10/24/2011	10/28/2011
23	10/24/2011 – 11/06/2011	11/4/2011	11/10/2011
24	11/07/2011 – 11/20/2011	11/17/2011	11/23/2011
25	11/21/2011 – 12/04/2011	12/5/2011	12/9/2011
26	12/05/2011 – 12/18/2011	12/16/2011	12/22/2011

Norma G. Garcia
Hidalgo County Treasurer
2810 South Business Hwy 281, Edinburg, Texas 78539-6243
Telephone: (956) 318-2506 Fax: (956) 318-2507

(P R O P O S E D)

2011 PAYROLL SCHEDULE

Listed below is the payroll schedule for the year 2011. In order to assure the preparation of checks, timesheets should be submitted in accordance with the schedule below. The timesheets shall be delivered to the Payroll Section of the County Treasurer's Office (Manually or through Time & Attendance) **no later than 12:00 noon**

Paychecks cannot be guaranteed to those who do not meet the Timesheet Due Date deadline.

Payroll checks will be prepared on a biweekly basis and will cover the days as shown on the Work Period Covered column. Checks are to be distributed as indicated on the Payday column.

PAY PERIOD	WORK PERIOD COVERED	TIMESHEET DUE DATE	PAY DAY
1	12/20/2010 – 01/02/2011	12/30/2010	1/7/2011
2	01/03/2011 – 01/16/2011	1/14/2011	1/21/2011
3	01/17/2011 – 01/30/2011	1/31/2011	2/4/2011
4	01/31/2011 – 02/13/2011	2/14/2011	2/18/2011
5	02/14/2011 – 02/27/2011	2/28/2011	3/4/2011
6	02/28/2011 – 03/13/2011	3/14/2011	3/18/2011
7	03/14/2011 – 03/27/2011	3/28/2011	4/1/2011
8	03/28/2011 – 04/10/2011	4/11/2011	4/21/2011
9	04/11/2011 – 04/24/2011	4/26/2011	5/6/2011
10	04/25/2011 – 05/08/2011	5/9/2011	5/20/2011
11	05/09/2011 – 05/22/2011	5/23/2011	6/3/2011
12	05/23/2011 – 06/05/2011	6/6/2011	6/17/2011
13	06/06/2011 – 06/19/2011	6/20/2011	7/1/2011
14	06/20/2011 – 07/03/2011	7/5/2011	7/15/2011
15	07/04/2011 – 07/17/2011	7/18/2011	7/29/2011
16	07/18/2011 – 07/31/2011	8/1/2011	8/12/2011
17	08/01/2011 – 08/14/2011	8/15/2011	8/26/2011
18	08/15/2011 – 08/28/2011	8/29/2011	9/9/2011
19	08/29/2011 – 09/11/2011	9/12/2011	9/23/2011
20	09/12/2011 – 09/25/2011	9/26/2011	10/7/2011
21	09/26/2011 – 10/09/2011	10/11/2011	10/21/2011
22	10/10/2011 – 10/23/2011	10/24/2011	11/4/2011
23	10/24/2011 – 11/06/2011	11/7/2011	11/18/2011
24	11/07/2011 – 11/20/2011	11/21/2011	12/2/2011
25	11/21/2011 – 12/04/2011	12/5/2011	12/16/2011
26	12/05/2011 – 12/18/2011	12/19/2011	12/30/2011

AI-24852 **10.A.**

CHANGE FUND - NEW PHARR SUB-STATION

CC REGULAR

Date:	01/25/2011
Submitted By:	Neida Chavana, TAX OFFICE
Submitted For:	ARMANDO BARRERA JR, RTA
Department:	TAX OFFICE

Agenda Category: Tax Office **Sub-category:** Tax Office

Information

CAPTION

Requesting approval to increase Tax Office Change Fund by $650.00. For the purpose of beginning cash at the new Pharr Sub-Station Tax Collection Section. Amount includes $500.00 for the main till and $75.00 for two (2) cashiers.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-152-03-000-XXX-0-000

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

BUDGETARY IMPACT:

Approval to increase Change Fund; after CC approval a new account will be created for the Pharr Sub-Station.

Attachments

Link: PHARR - CHANGE FUND

Form Routing/Status

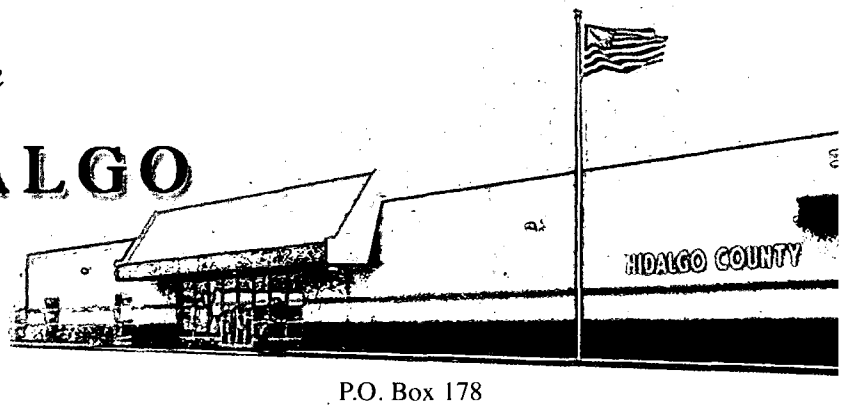
Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/14/2011 01:26 PM	APRV
2	Perla Lopez	Perla Lopez	01/20/2011 10:25 AM	APRV
3	Auditor's Office		01/21/2011 05:21 PM	NEW

Form Started By: Neida Chavana Started On: 01/14/2011 10:44 AM

Final Approval Date: 01/21/2011

Office of Tax Assessor-Collector

COUNTY of HIDALGO



Armando Barrera Jr., RTA
Assessor and Collector

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

January 14, 2011

Honorable Ramon Garcia
And Commissioners Court
100 E. Cano, Administration Bldg
Edinburg, Texas 78539

Dear Judge Garcia:

We respectfully request a change fund increase in the Tax Office of $650.00.

The reason for this is for beginning cash at the new Pharr Sub-station which will now also have a section for Tax Collections.

This increase includes $500.00 for the main till and $75.00 for two (2) cashiers.

The Auditors office has been advised and they also agree that this is necessary.

Your cooperation in this matter will be greatly appreciated.

Should you have any questions, feel free to contact our office.

Very truly yours,

Armando Barrera, Jr.
Tax Assessor/Collector

ABJ:yv

THE COUNTY OF HIDALGO TEXAS

AI-24882 **12.A.**

Solar lights purchase - City of Edcouch

CC REGULAR

Date:	01/25/2011
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Monica Leal
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Urban County Program on behalf of the City of Edcouch is requesting authority to purchase solar lights for the Edcouch baseball park from Facility Solutions Group (contract # 290-08) an approved vendor through Hidalgo County's membership and participation with the State of Texas Buy Board. The total cost for the purchase and installation is $59,250.00 (quote attached hereto), to include shipping and handling, installation and discounts as requested by the City of Edcouch for the Edcouch Baseball Park utilizing UCP FY 22 (2009) Parks, Recreational Facilities line item.

BACKGROUND

The solar lights will be installed at the Edcouch Baseball Park. Facility Solutions Group will be responsible for the installation.

Vendor:	Facility Solutions Group.
Purchase Amount:	$59,250.00
Funds Available:	$89,011.00 FY 22 (2009) Parks, Recreational Facilities

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County Year 22 (2009) Parks, Recreational Facilities will be utilized for the purchase and installation of solar lights for the City of Edcouch.

Attachments

Link: City of Edcouch Solar Lights

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management		01/21/2011 05:21 PM	PEND
2	Perla Lopez	Perla Lopez	01/20/2011 02:56 PM	APRV
3	Auditor's Office		01/21/2011 05:21 PM	NEW

Form Started By: Estella Webber Started On: 01/18/2011 03:35 PM

COUNTY OF HIDALGO - URBAN COUNTY PROGRAM
Price Proposal Form

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

Name of Cooperative: Buy Board **Person Contacted:** Antonio Olivares

VENDOR #1 **Name:** Facility Solutions Group **Contract No. :** 290-08 **Phone:** 956-821-8648

Quantity	Description of Items	Price per Unit	Total Amount
12	Solar Lights (SOL light fixtures) #GW-80-1B100-6/2-19 watt type) V Ascot fixture including a 20' schedule 40 aluminum pipe.	$4,250.00	$51,000.00
1	Labor and installation	$8,250.00	$8,250.00
		TOTAL:	$59,250.00

Name of Cooperative: _____ **Person Contacted:** _____

VENDOR #2 **Name:** _____ **Contract No. :** _____ **Phone:** _____

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

11 2011

Recommendation: My recommendation is to purchase these items from authorized Buy Board Vendor Facility Solutions Group

Requested by: _____ Date 1-10-11 **UCP Approval:** _____ Date 1/12/11

FACILITYSOLUTIONS

January 10, 2011

City of Edcouch

Edcouch, Texas

Reference: Solar Lighting/Poles Installation Buy Board # 290-08 11% off list

Facility Solutions Group appreciates the opportunity to offer you a proposal to install SOL light fixtures # GW-80-1B100-6/2-19 watt type V Ascot fixture including a 20' schedule 40 aluminum pipe. These will be installed as specified by the City of Edcouch.

Total price for (12) solar light fixture assemblies will be $ 51,000.00 and total labor to install the (12) solar fixtures will be $ 8,250.00.

Total unit turnkey material and labor price will be $ 59,250.00 no tax

We are a selected vendor for SOL lighting on the State of Texas Buyboard as well as an approved contractor both listed under reference number 290-08.

Thank you again for the opportunity to offer you this proposal and we look forward to working for you.

Sincerely,

Dave Thomas
Division Manager

JAN 14 2011

FSG electric 585 South Padre Island Drive > Corpus Christi, TX > 78405 > T 361-883-6833 > F 361-883-0189

BuyBoard™

P.O. Box 400
Austin, Texas 78767-0400
512-467-0222
800-695-2919
Fax: 800-211-5454
www.buyboard.com

March 19, 2008

Sent Via E-mail: richardh@fsgi.com

Mr. Wyatt Stevenson
Facility Solutions Group
610 W. Powell Lane
Austin, TX 78753

Proposal Name & Number: Energy Saving Lighting Products #290-08

Dear Mr. Hormuth:

Congratulations, your company has been successful on the above referenced proposal! This contract will be effective April 1, 2008.

To see the items your company has been awarded, please review the proposal tabulation #290-08 on the following website: www.vendor.buyboard.com. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative.

Attached to this letter you will find the following documents:

- Vendor Quick Reference Sheet
- Electronic Catalog Format Instructions

Receipt of a purchase order directly from a Cooperative member is not within the guidelines of the coop. Accepting orders directly from member entities may result in a violation of the State of Texas competitive bid statute and cancellation of the proposal award. Therefore, all orders must be processed through the Cooperative in order to comply. We request your assistance in immediately forwarding by fax (1-800-211-5454) to the cooperative any orders received directly from member entities. If by chance an order sent directly to you has been unintentionally processed, please fax it to the Cooperative (1-800-211-5454) and note it as **RECORD ONLY** to prevent duplication.

Per proposal specifications, awarded vendors will have 60 days to submit their electronic catalog. If the electronic data is not provided within 60 days of notice of award, we reserve the right to inactivate any company's award information from the Buyboard until such time the electronic data is received.

On behalf of the Texas Association of School Boards, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact me at 512-467-0222, ext. 7154 or 1-800-695-2919.

Sincerely,

Sharon McAfee
Bid Administration Manager

11 2011

TML

The Texas Local Government Purchasing Cooperative is a joint program of the Texas Association of School Boards, Texas Municipal League and Texas Association of Counties

The Local Government Purchasing Cooperative

For the Period 4/1/2008 to 3/31/2011

Final Award Report for Energy Saving Lighting Products #290-08

11 Installation of Ceiling Motion Sensor — EA

Vendor	Vendor Brand and Model Number	Bid Price	Award
Graybar Electric	Various manufacturers, pricing could vary depending on job specs.	$55.00	Yes
X-TRA Light Manufacturing	X-TRA Light	$60.00	Yes
Facility Solutions Group	FSG Electric, valid for accessible layin ceiling only	$115.00	Yes
InLine Electric Solutions of Texas, LLC	Watt Stopper	$256.00	Yes

12 Installation of Exterior Lighting — EA

Vendor	Vendor Brand and Model Number	Bid Price	Award
Facility Solutions Group	FSG Electric	$65.00	Yes
X-TRA Light Manufacturing	X-TRA Light	$70.00	Yes
Graybar Electric	Various manufacturers, price includes cost of bucket truck, pricing could vary depending on job specs.	$85.00	Yes
InLine Electric Solutions of Texas, LLC	400w HPS 30' pole single Cobra head	$673.05	Yes
InLine Electric Solutions of Texas, LLC	400w HID 30' pole single Cobra head	$684.60	Yes

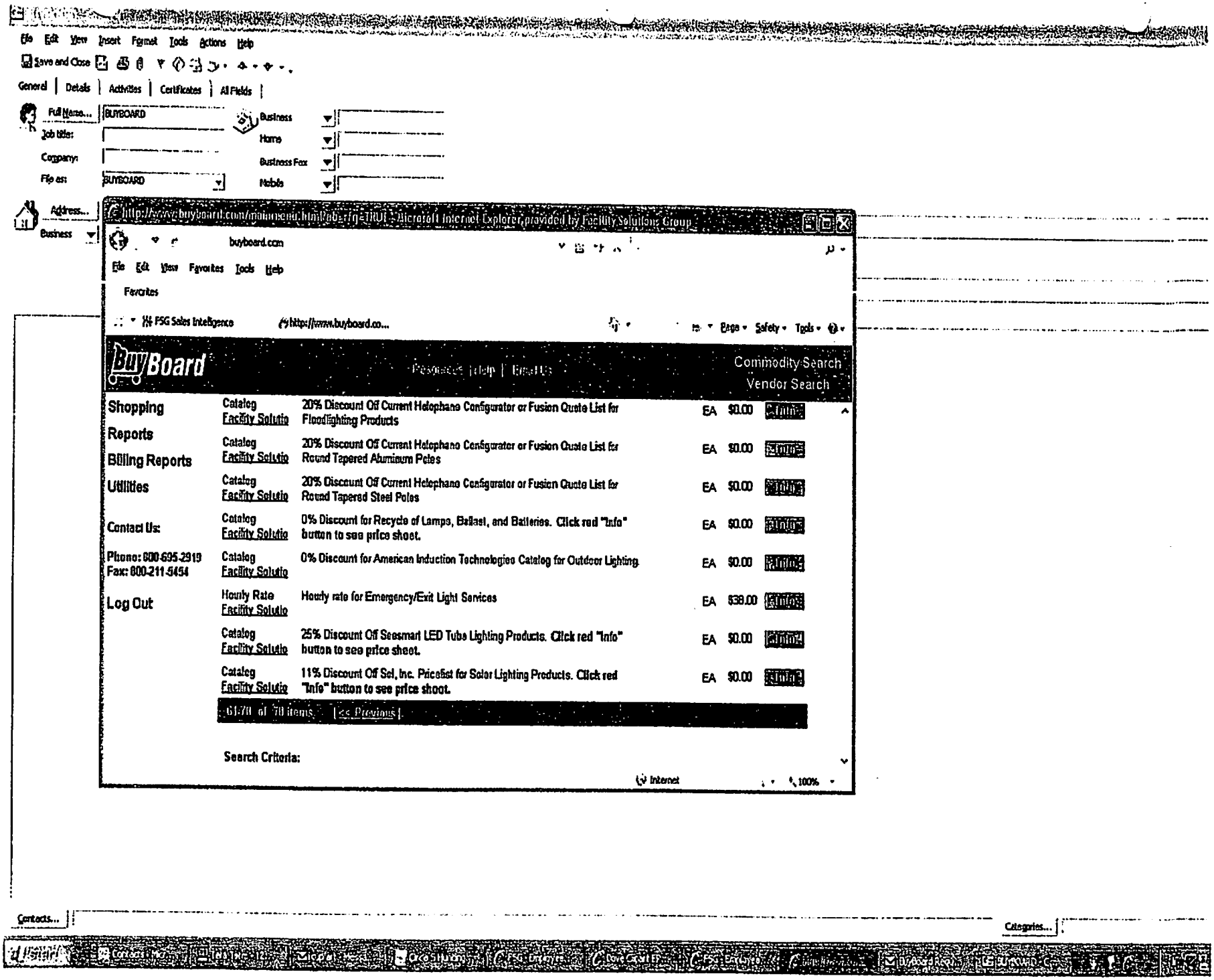
13 Square Foot Price for Energy Audits — EA

Vendor	Vendor Brand and Model Number	Bid Price	Award
Facility Solutions Group	FSG Electric	$0.01	Yes
Dealers Electrical Supply	No Charge for basic energy lighting audits	$0.01	No
X-TRA Light Manufacturing	Performed by X-TRA Light	$0.01	Yes
Graybar Electric	Audit details will be provided upon request and scope of work	$0.02	Yes
InLine Electric Solutions of Texas, LLC	Square foot price for energy audit	$0.05	Yes
X-TRA Light Manufacturing	Non-X-TRA Light Solution is implemented	$0.05	No
Genesis Lighting		$0.10	No

Antonio, I think this is the information (copied directly from the BuyBoard) that Hidalgo County needs. I'm not sure who to send this to so if you could forward it I would appreciate it. Thanks!

Catalog Facility Solutio	25% Discount Off Seesmart LED Tube Lighting Products Admin Links: [C][V][I]	EA	$0.00	Info
Catalog Facility Solutio	11% Discount Off Sol, Inc. Pricelist for Solar Lighting , Products Admin Links: [C][V][I]			

Sharon McAfee
BuyBoard Program Director
Phone: 800-695-2919
Fax: 800-211-5454
E-Mail: sharon.mcafee@tasb.org


File Edit View Insert Format Tools Actions Help
Save and Close
General | Details | Activities | Certificates | All Fields
Full Name... BUYBOARD
Job title:
Company:
File as: BUYBOARD
Business
Home
Business Fax
Mobile
Address...
Business
buyboard.com
File Edit View Favorites Tools Help
Favorites
FSG Sales Intelligence
Page Safety Tools
BuyBoard
Commodity Search
Vendor Search
Shopping
Reports
Billing Reports
Utilities
Contact Us:
Phone: 800-695-2919
Fax: 800-211-5454
Log Out
Catalog
Facility Solutio
20% Discount Off Current Holophane Configurator or Fusion Quote List for Floodlighting Products
20% Discount Off Current Holophane Configurator or Fusion Quote List for Round Tapered Aluminum Poles
20% Discount Off Current Holophane Configurator or Fusion Quote List for Round Tapered Steel Poles
0% Discount for Recycle of Lamps, Ballast, and Batteries. Click red "Info" button to see price sheet.
0% Discount for American Induction Technologies Catalog for Outdoor Lighting
Hourly Rate
Facility Solutio
Hourly rate for Emergency/Exit Light Services
25% Discount Off Seasmart LED Tube Lighting Products. Click red "Info" button to see price sheet.
11% Discount Off Sel, Inc. Pricelist for Solar Lighting Products. Click red "Info" button to see price sheet.
EA $0.00
EA $38.00
61-70 of 70 items
<< Previous
Search Criteria:
Internet
100%
Contacts...
Categories...

Vendor Contract Information

Proposal Documents

Back

Vendor: Facility Solutions Group
Address: 610 West Powell Lane
Austin, TX 78753
Phone: (512) 835-4971
Contact: Mike Heins
Email: mikeh@fsgi.com
Website: www.fsgconnect.com
Federal ID: 74-2942838
Accepts RFQs: Yes
Contract: Energy Saving Lighting Products #290-08
Effective Date: 4/1/2008
Expiration Date: 3/31/2011
Payment Terms: Net 30 days
Delivery Days: 5
Shipping Terms: Free Shipping
Freight Terms: FOB Destination
Ship Via: Best Way
Quote Reference Number:
290-08
Regions Served: All Texas Regions
States Served: Arizona, Arkansas, California, Colorado, Illinois, Indiana, Kansas, Louisiana, Missouri, New Mexico, Oklahoma, Texas
Vendor Exceptions: None
Return Policy: Material must be in unopened boxes and 20% restocking charges will apply to special order items.

[Log Out]

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Hidalgo County Commissioners Court has granted approval to utilize the listed awarded cooperative vendors thru December 31, 2010 however the contract terms for each vendor are listed to the last column. Prior to utilizing approved vendors make sure contracts are effective. Thank you!

Purchasing Department
"EXHIBIT A"

TASB Buy Board;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	Austin Ribbon & Computer	Copiers & Supplies	299-08	9/1/2008 - 8/31/2011
	American Tire Distributor Formerly known as Gray's Wholesale Tire	Tires, Tubes & Automotive Parts, Supplies & Equipment	307-08	12/01/2008 - 11/30/2011
	Amerx Office Solutions	Copiers & Supplies	299-08	9/1/2008 - 8/31/2011
	Audio Visual Aids	Audio Visual Equipment & Supplies	313-09	5/01/2009 - 4/30/2012
	BSN Sports	Athletic & PE Supplies & Heavy Duty Exercise Equipment	336-10	04/01/2010 - 03/31/2013
11/9/2010	Barcelona Sporting Goods	Athletic, PE, Gym & Exercise Equipment and Supplies	336-10	4/1/2010 - 3/31/2013
10/12/2010	Border States Electric	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	6/1/2010 – 5/31/2013
	Burton Auto Supply	Tires, Tubes & Auto Products	307-08	12/01/2008 - 11/30/2011
	CC Distributors, Inc.	Custodial Supplies & Equipment	291-08	6/1/2008 - 5/31/2011
	Camcor, Inc.	Audio Visual Equipment & Supplies	313-09	5/01/2009 - 4/30/2012
	Carrier Corporation	HVAC Equipment & Supplies & Insulation Trades Services & Labor for Electrical, Plumbing & HVAC	305-08 296-08	10/1/2008 - 9/30/2011 6/1/2008 - 5/31/2011
	Chemsearch, A Div Of NCH	Water Treatment Chemicals & Equipment	288-08	4/1/2008 - 3/31/2011
12/13/2010	Chemsearch, A Div Of NCH	Custodial Supplies & Equipment	291-08	6/1/2008 - 5/31/2011
12/13/2010	Chemsearch, A Div Of NCH	Motor Fuels, Lubricants & Oils	314-09	6/1/2009 – 5/31/2012
	Commercial Security Integration	Radio Communication Products	285-08	4/1/2008 - 3/31/2011
	Diaz Floors & Interiors	Indoor & Outdoor Flooring Products & Sports Surfaces	310-08	3/01/2009 - 2/28/2012
9/07/2010	Facilities Solutions Group	Energy Saving Lighting Products	290-08	4/1/2008-3/31/2011
	Fleet Safety Equipment, Inc.	Public Safety & Fire House Supplies & Equipment	284-08	4/1/2008 - 3/31/2011
	GT Distributors	Public Safety & Fire House Supplies & Equipment	284-08	4/1/2008 - 3/31/2011
12/13/2010	Galls Inc.	Uniforms-Band, Dance, Performance, Work/Uniform & Floor Mat Rental	340-10	6/1/2010-5/31/2013
	Gaylord Bros. Inc.	Instructional Supplies & Equipment	328-09	11/01/2009 - 10/31/2012
12/07/2010	*Glidden Professional Paint (formerly ICI Paints)	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	6/1/2010 – 5/31/2013
	Godwin Pumps Of America, Inc.	Water & Waste Water Pumps & Motor	344-10	07/01/2010 - 06/30/2013
	Graybar	Technology Equipment, Software & Supplies	285-08	4/1/2008 - 3/31/2011
	Gulf Coast Paper	Custodial Supplies & Equipment	291-08	6/1/2008 to 5/31/2011

Monica Leal

From: Connie Burkett [Connie.Burkett@tasb.org]
Sent: Friday, January 14, 2011 1:59 PM
To: Monica Leal
Subject: RE: Review and approval

Monica:

The quote from Facility Solutions is in line, and in accordance, with their contract with BuyBoard. Please be sure to reference the BuyBoard contract and the vendor quote on your purchase order. If you have any questions, please le me know.

- Connie

From: Monica Leal [monica.leal@ucp.co.hidalgo.tx.us]
Sent: Friday, January 14, 2011 1:45 PM
To: Connie Burkett
Subject: Review and approval

Good Afternoon Ms. Burkett,

The Hidalgo County Urban County Program would like to formally request your review and approval for proposal received from Facility Solutions group as meeting all required Buy Board guidelines under contract #290-08.

Your cooperation to this matter is greatly appreciated.

Thank You,

Monica Leal
Program Coordinator 1
Urban County Program
956-787-8127

Vendor Contract Information

Proposal Documents

Back

Vendor: Fleet Safety Equipment, Inc.
Address: 5090 Wilfong
Memphis, TN 38134
Phone: (901) 384-7777
Contact: Patrick Hope
Email: pat@fleetsafety.com
Website: www.fleetsafety.com
Federal ID: 62-1172177
Accepts RFQs: Yes
Contract: Public Safety & Fire House Supplies & Equipment #284-08
Effective Date: 4/1/2008
Expiration Date: 3/31/2011
Payment Terms: Net 30 days
Delivery Days: 42
Shipping Terms: Free Shipping
Freight Terms: FOB Destination
Ship Via: Common Carrier
Quote Reference Number:
284-08
Regions Served: All Texas Regions
States Served: All States
Vendor Exceptions: None
Return Policy: 30% restocking fee.

[Log Out]

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AI-24939 **12.B.**

Flood drainage improvements - City of Edcouch

CC REGULAR

Date:	01/25/2011
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Monica Leal
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program on behalf of the City of Edcouch is requesting approval and award of best and final negotiated contract with Quintanilla, Headley and Associates, Inc. in the amount of $31,140.00 utilizing CDBG Year 23 (2010) for the City of Edcouch – Flood Drainage Improvements.

BACKGROUND

Quintanilla, Headley and Associates, Inc. submitted a best and final offer for professional engineering services which includes surveying of 6 parcels of land for acquisition for the 2010 City of Edcouch – Flood Drainage Improvements Project. Quintanilla, Headley and Associates, Inc. was the highest ranked firm by County Commissioners' Court. Contract approval in the amount of $31,140.00. See attached scope of services and Best and Final Offer Letter.

Contract Amount: $ 31,140.00

Funds Available: $ 150,000.00 FY 23 (2010) Flood Drainage Improvements

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County will utilize Year 23 (2010) CDBG Flood Drainage Improvement funds for engineering services.

Contract Amount: $ 31,140.00
Funds Available: $150,000.00

Attachments

Link: Contract

Link: improvements

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/20/2011 04:19 PM	APRV
2	Perla Lopez	Perla Lopez	01/21/2011 09:07 AM	APRV
3	Auditor's Office		01/21/2011 05:21 PM	NEW

Form Started By: Estella Webber

Started On: 01/20/2011 04:12 PM

Final Approval Date: 01/21/2011

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

Part I - Professional Services Agreement

This Agreement, entered into this **25th** day of **January 2011** by and between **City of Edcouch,** (hereinafter called the "Party") and **Quintanilla, Headley and Associates, Inc.**, duly authorized Engineer, herein acting by **Alfonso Quintanilla, P.E., R.P.L.S.** (hereinafter called the "Engineer").

WITNESSETH THAT:

WHEREAS, Hidalgo County has received CDBG funds from the U.S. Dept. of Housing and Urban Development to be used by Urban County Participants. It is understood and agreed that the Party's obligation under this Agreement is contingent upon the actual receipt of adequate federal funds to meet the liabilities under this Agreement; and

WHEREAS, the Party is interested in obtaining Engineering Services; and

WHEREAS, the Engineer, duly licensed and registered to practice engineer in the State of Texas, has the professional abilities to undertake the study, evaluation, analysis and recommendations in a manner which shall provide the necessary public service while preserving and enhancing to the greatest degree possible the natural and proposed environment in the PROJECT area; and

WHEREAS, the Party desires to engage the Engineer to render certain services in connection therewith;

NOW, THEREFORE, the participants do mutually agree as follows:

SECTION I
EMPLOYMENT OF THE ENGINEER

The Party agrees to employ the Engineer to furnish and provide the engineering services as stated in the following sections and upon receipt of such satisfactory services, the Party agrees to pay the Engineer as stated in the sections to follow.

SECTION II
BASIC SERVICES OF THE ENGINEER

The Engineer shall perform the following Basic Services in connection with the proposed **Flood Drainage Improvements** Account(s) **5010-20-0309-5000-2000**. *(See Exhibit A)*

2.1 Preliminary Phase

a. Attend preliminary conferences with the Party and, if requested, with the funding agency and other government agencies or interested parties regarding the project.

b. As may be required, comply and receive the Party and the funding agencies approval on all work.

c. Prepare preliminary engineering plans on the Project in sufficient detail to indicate clearly the problems involved and solutions recommended with the cost estimates.

d. Obtain the Party's approval of the work of this Preliminary Phase before proceeding with the next phase.

2.2 Design Phase

a. Attend the respective Party's meetings as requested for the purpose of explaining completed design work activities.

b. Advise the Party of any soil investigations or tests which, in the opinion of the Engineer, may be required for the proper execution of the Project.

c. Provide all field information and surveys required for the design of the Project.

d. Plot field data and other survey information for the design of the Project.

e. Prepare detailed plans specification and contract documents and drawings (reproducible tracings) for construction authorized by the Party.

f. Furnish, if requested, the engineering data necessary for the Party to obtain permits required by local, state, and federal authorities.

g. Prepare cost estimates of authorized construction, based on prices for work. If such estimated costs exceed the monies available, the Party shall be consulted so that revisions can be made to reduce the cost as required.

h. Prepare all documents required for the advertisement and bidding of the Project in cooperation with the Party's staff.

i. Preparation of property or easement descriptions.

2.3 Construction Phase

The Construction Phase will commence with the execution of the prime construction contract(s). The Party will issue a ten (10) day commence work notice which will signal the commencement of work under any

construction contracts and will terminate upon the Party's approval of the Engineer's written approval of final payment to the Contractor(s). During the Construction Phase, the Engineer will:

a. Assist the Party in opening and tabulating bids for the construction of the Project, and advise the Party in establishing the procedure for entering into construction phase.

b. Prepare the formal Contract Documents for the Contractor.

c. Make periodic visits to the site as required pursuant to the standards of Professional Engineers on projects of this nature, provide project construction supervision, to observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the contract documents.

d. Consult and advise with the Party and issue all instructions and Change Orders to the Contractor requested by the Party.

e. During the progress of actual construction, Engineer will keep the Owner informed with brief and concise information. A monthly progress report will be prepared which will give the Party a quick glance at the Project insofar as monies spent, construction time elapsed, percent of Project completed, a brief narrative of what problems have been encountered and the anticipated completion date.

f. Review shop and working drawings furnished by Contractors for general compliance with design concept and with information given in contract documents.

g. Review and provide a recommendation concerning samples, catalog data, schedules, shop drawings, laboratory, shape and mill tests of material and equipment and other data which the Contractor is required to submit, in compliance with the Contract Documents.

h. Prepare monthly and final estimates for payments to Contractors.

i. Upon receipt of notification by the Party that the work has been completed, the Engineer shall accompany the Party on the Final Inspection to assure that the total work has been completed in accordance with the Contract Documents.

j. Prior to the Party's dispersal of any retainage of funds, render a written opinion to the Party that the construction has been completed according to the Contract Documents and provide the Party with a certificate of completion and release of liens documents from subcontractors.

k. Provide the Party with sepia copies of as-built drawings of the constructed improvements, when requested.

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

m. Furnish to the Party of **City of Edcouch** Four (4) sets of plans and four (4) sets of specifications and contract documents.

SECTION III
ADDITIONAL SERVICES OF THE ENGINEER

If authorized in writing by the Party, the Engineer will furnish or obtain from others Additional Services of the following types which are not considered normal or customary basic services; these will be paid for by the Party as indicated in Section VI.

3.1 Services of a Resident Project Representative, and other field personnel as required, for on-the-site observations of construction, other than periodic visits covered in Section 2.3a herein.

3.2 Detailed mill, shop and/or laboratory inspection of materials or equipment.

3.3 Major revision of Contract drawings as distinguished from modifications due to change orders, modifications to reduce the cost of the project or modifications requested to meet federal, state, or local regulations.

SECTION IV
REIMBURSABLE EXPENSES

4.1 Travel and subsistence required for the Engineer and authorized by the Party to points other than within the County and Project site.

4.2 Additional copies of reports and specifications over six (6) copies and additional prints of drawings over six (6) copies.

4.3 Reimbursable expenses as provided in Section IV herein shall be paid to the Engineer on the basis of 1.1 times the Engineers actual cost.

SECTION V
THE PARTY'S RESPONSIBILITIES

The Party will:

5.1 Provide full information as to requirements for the Project.

5.2 Assist the Engineer by providing all available information pertinent to the Project including reports and any other data relative to design and construction of the Project.

5.3 Furnish the Engineering services or data as required such as appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, zoning, and deed restrictions; all of which the Engineer may rely upon in performing his services under this agreement.

5.4 Guarantee access to and make all provisions for the Engineer to enter upon public and private property as required for the Engineer to perform his services under this Agreement.

5.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer.

5.6 Pay for all costs incident to advertising and obtaining bids or proposals from Contractors.

5.7 Provide such legal and accounting services required to discharge the Party's responsibility under the terms of this Agreement and any Agreement with any governmental agency as may be required for the project, and such auditing services as the Party may require to ascertain how or for what the purpose any Contractor has used the monies paid to him under the construction contract.

5.8 Give prompt written notice to the Engineer whenever the Party observes or otherwise becomes aware of any defect in the Project.

SECTION VI
PAYMENTS TO THE ENGINEER

The Party agrees to pay the Engineer for completed services as identified by the Party:

6.1 The Engineer shall be paid a total fixed amount of **$ 31,140.00** for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The Engineer's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.

6.2 At Engineer's completion and Party's approval of the Engineer's services under the Preliminary Phase, Section II of this Agreement, Party shall pay a maximum of 15% of the sum set forth in Section 6.1 above.

6.3 At Engineer's completion and Party's approval of the Engineer's services under the Design Phase, Section II of this Agreement, Party shall pay a maximum of 60% of the sum set forth in Section 6.1 above.

6.4 At Engineer's completion and Party's approval of the Engineer's services under the Construction Phase, Section II of this Agreement, Party shall pay a maximum of 25% of the sum set forth in Section 6.1 above. Such sum to be paid periodically proportionately to the percentage of construction completed by the Contractor as determined by Engineer's reports.

6.5 For Additional Services as provided in Section III herein the Engineer shall be paid a sum of 1.1 times the Engineer's actual cost for such services.

SECTION VII
OWNERSHIP OF DOCUMENTS

Original documents, plans, designs and survey notes developed in connection with services performed hereunder belong to, and remain the property of the Party, in consideration of which it is mutually agreed that the Party will use them solely in connection with the Project and as base material for possible future projects.

SECTION VIII
TERMINATION

The Party may terminate this Agreement at any time by a 30-day notice in writing to the Engineer. Upon receipt of such notice, the Engineer shall, unless the notice directs otherwise immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practical after receipt of notice of termination, the Engineer shall submit a statement showing in detail the actual services that were performed under this Agreement to date of termination, the date such services were performed and the length of time spent by each person or party engaged in performing such services on each day,

The Party shall pay the Engineer a sum of money equal to the reasonable value of the service rendered by the Engineer to the Party in connection with the services performed under this Contract, less payments previously made by the Party to Engineer on work performed and expenses incurred by Engineer under the provisions of this Contract. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the Party when and if this Agreement is terminated, but subject to the restrictions as to their use, as set forth above.

Notwithstanding the above, the Engineer shall not be relieved of liability to the Party for damages sustained by the Party arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

SECTION IX
COUNTY AND CITY OFFICIALS

Engineer agrees that no County or City official or Party employee shall be personally liable for any of the obligation created under this Agreement, or for any matter which may arise out of the Project, or any activities related thereto and hereby holds the Party, its political bodies and its employees harmless from and indemnifies them from any liability from any matter arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

SECTION X
SUCCESSORS AND ASSIGNS

Party and Engineer each binds themselves, their partners, successors, executors, administrators, and assigns to the other party of Agreement in respect to all covenants of this Agreement. Neither the Party nor Engineer shall assign, sublet, or transfer interest in this Agreement without the written consent of the other.

SECTION XI
TIME OF PERFORMANCE

The Engineer contracts and agrees to commence work within ten (10) days from the date of written authorization to proceed and will complete the preparation of the preliminary phase and estimates by 90 days and will proceed upon authorization with final drawings, specifications, and contracts documents and complete same within the earliest practical time from such notice to proceed.

SECTION XII
VENUE

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas.

SECTION XIII
CHANGES

The Party may, from time to time, request changes in the Scope of Services of the Engineer as may be mutually agreed to be performed hereunder. Such changes, including any increase or decrease in the amount of the Engineer's compensation, which are mutually agreed upon by and between the Party and the Engineer shall be incorporated in written amendments to the Contract.

SECTION XIV
COMPLIANCE WITH LOCAL LAWS

The Engineer shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Engineer shall save the Party harmless with respect to any damages arising from any Engineer's negligence done in performing any of the work embraced by this Contract.

SECTION XV
ASSIGNABILITY

The Engineer shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Party thereof; provided however, that claims for money due or to become due to the Engineer from the Party under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Party.

SECTION XVI
GENERAL

16.1 Audit. The Party and/or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Engineer which are directly pertinent to this project for the purpose of making the audit, examination, excerpts, and transcriptions.

16.2 The Engineer agrees to compliance with the following Executive orders, Titles and Program Regulations, including any additional requirements that may be set forth by the Party.

a. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.

b. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.

c. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.

d. The Engineer shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Engineer pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Engineer. Engineer agrees to maintain such records in an accessible location for a period of three (3) years.

e. Executive Order 11246 (paragraph a-c for contracts under $10,000; paragraphs a-g for contracts over $10,000) - Equal Employment Opportunity.

Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.

Equal Employment Opportunity for Activities and Contracts not Subject to Executive Order 11246, as amended. In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Engineer shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

16.3 Interest of Certain Federal Officials: No member of or Delegate to the Congress of the United States and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

16.4 Interest of Members, Officers, or Employees of Public Body, Member of Local Governing Body, or other Public Officials: No member, officer, or employee of the County or City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure for one year thereafter, shall have any interest, direct or indirect, to be performed in connection with the program assisted under the Agreement. The Engineer shall incorporate or cause to be incorporated in all such interest pursuant to the purpose of this Section.

SECTION XVII
INSURANCE

The Engineer shall obtain and keep in force during the term of its engagement on the Project, the insurance as follows:

17.1 A comprehensive automobile liability policy covering liability exposure to bodily injury and property damages. The Engineer shall furnish Party Certificates of Insurance showing the comprehensive automobile liability insurance policies to be in effect, commencing when Engineers commence operations under this Agreement, in the sum of $300,000 for bodily injury and $100,000 for property damages.

17.2 Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

17.3 A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability Insurance Policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;

17.4 Workers Compensation Insurance in amount established by Texas law, under the bidder is specifically exempted from the Texas Worker's Compensation Act, Texas Labor Code Chapter 401, et. seq.

17.5 All insurance policies must be written by an insurance company or companies acceptable to the Party.

SECTION XVIII
WARRANTY

18.1 Engineer represents and warrants to Owner all services rendered to Owner under this Agreement shall, at a minimum, comply with the Texas Engineering Practices Act (Tex. Civ. St. Ann., Article 3271) and rules of the Texas Board of Professional Engineers.

SECTION XIX
EFFECTIVE DATE

The effective date of this contract shall be **January 25, 2011**. Such date being the date the County Commissioners' Court approved entering into contract with Engineer.
This Agreement is hereby approved this _____ day of _____, 20_____.

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

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

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

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

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

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

_____
(seal) Notary - Signature

County of Hidalgo Urban County Program:

_____ _____
Witness Diana R. Serna, UCP Director

M,

Exhibit "A"

(Scope of Services)

see attached

CITY OF EDCOUCH

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

January 11, 2011

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

RE: Engineer – Quintanilla, Headley and Associates, Inc.

Be advised that after review and negotiations with the engineering firm of Quintanilla, Headley and Associates, Inc the City of Edcouch has accepted the firm's proposal for engineering services in the amount of $ 31,140.00

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

Should you have any questions or require additional information feel free to contact me at (956) 262-2140.

Sincerely,

P.R. Avila, II
City Manager

JAN 11 2011

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00

Letter of Transmittal

To: City of Edcouch
211 Southern
Edcouch, Texas 78538

Date: January 11, 2011
Attention: Patricio Rene Avila
Re: City of Edcouch – 2010 Flood Drainage Improvements

Description:

- **Proposal Letter**
- **Exhibit "A"**
- **Layout**

Remarks: _____

Sent By: Neyda for Alfonso Quintanilla, P.E. Delivered By: _____

Received By: _____ Time: _____
Printed Name

124 E. Stubbs, Edinburg, TX 78539 ★ Phone 956/381-6480 ★ Fax 956/381-0527 ★ Email: quintanillaheadley@sbcglobal.net

• Municipal Projects
• Subdivisions
• Surveys

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

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

Registration Number F-1513

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

January 20, 2011

Mr. Antonio Barco
Urban County Program
1916 Tesoro Boulevard
Pharr, Texas 78577

Re: City of Edcouch – 2010 Flood Drainage Improvements

Dear Mr. Barco,

This letter is to provide you with a more detailed explanation of the proposed professional engineering and surveying services that I have submitted.

The existing drain ditch is privately owned by the property owners where the ditch exists. In order to be able to do the necessary improvements, we need to secure the right of way on the name of the City; therefore one part of the scope is to provide the professional surveying services to survey the parcels and prepare the metes and bounds descriptions for each of the tracts of land involved on this route. These documents will then be used for the preparation of the warranty deeds.

The other part of the scope is the engineering design for the excavation of the drain ditch and the installation of the adequate pipe sizes at all street crossings.

Should you have any questions, please feel free to call me at (956) 381-6480.

Respectfully,

P.E.

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

• Municipal Projects
• Subdivisions
• Surveys

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

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

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

Registration Number
F-1513

January 11, 2011

Mr. Patricio Rene Avila
City Manager
City of Edcouch
211 Southern
Edcouch, Texas 78538

Re: Urban County Program – 2010 Flood Drainage Improvements

Location: Drain Ditch along the abandoned Railroad Track along the south side of Farm Tracts 557 and 558, and along the west side of Cynthia Ford Subdivision (See attached exhibit).

Dear Mr. Avila:

After careful review of the scope of work for the required professional engineering services for the flood drainage improvements of this project, Quintanilla, Headley and Associates, Inc.'s best and final offer for the professional services is:

- Engineering Fee $16,140.00
- Survey Parcels 6 @ $2,500.00 = $15,000.00
- Total Engineering Fee: $31,140.00

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

Respectfully,

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

EXHIBIT "A"

Urban County Program

Project: City of Edcouch – 2010 Flood Improvements

Drain Ditch along the abandoned Railroad Track along the south side of Farm Tracts 557 and 558, and along the west side of Cynthia Ford Subdivision

Scope of services to be provided by the Engineer

1. Topographic surveying
2. Survey parcels and Metes & Bounds Descriptions (Estimated 6)
3. Engineering design
4. Preparation of plans.
5. Preparation of technical specifications.
6. Construction staking and prepare cut sheets.

CITY OF EDCOUCH
2010 FLOOD DRAINAGE IMPROVEMENTS

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
PHONE 956-381-4440
FAX 956-381-0527
ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00

AI-24930 **12.C.**

Budget & Program amendment - City of La Villa

CC REGULAR

Date:	01/25/2011
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Monica Leal
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Requesting approval of a Budget and Program Amendment for the City of La Villa's Year 22 (2009) Urban County Program work plan. The proposed amendment will increase the Water/Sewer line item by $13,011.00 and will delete the Youth Services line item/activity.

BACKGROUND

The proposed Budget and Program Amendment for the City of La Villa will increase funding to the Water/Sewer Activity. A Public Hearing was held on December 8, 2010 at 6:00 pm., and citizen participation requirements have been met. See attached detailed amendment.

The proposed City of La Villa Year 22 (2009) Amendment will:
* increase the Water/Sewer line item by $13,011.00 for the continuation of funding without affecting the original work plan.
* delete the Youth Services line item/activity.

Fiscal Impact

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

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

BUDGETARY IMPACT:

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

Attachments

Link: budget & prog amendment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/20/2011 02:18 PM	APRV
2	Perla Lopez	Perla Lopez	01/21/2011 08:46 AM	APRV
3	Auditor's Office		01/21/2011 05:21 PM	NEW

Form Started By: Estella Webber — Started On: 01/20/2011 01:22 PM

Final Approval Date: 01/21/2011

PUBLIC HEARING NOTICE
CITY OF LA VILLA
URBAN COUNTY PROGRAM

BUDGET AMENDMENT

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

The Public Hearing will be held on Wednesday, November 10, 2010 at 6:00 p.m. at the La Villa City Hall, 916 S. Chapa, La Villa, Texas 78562.

Following is the proposed Budget Amendment for your consideration:

Existing Budget	**Urban County Year 22 Activities**	**Proposed Budget**
$261,000.00	Water/Sewer Improvements **(+$13,011.00)**	$274,011.00
$ 13,011.00	Youth Services **(-$13,011.00)**	$ 0.00
$274,011.00	**TOTAL**	**$274,011.00**

The proposed amendment will **increase** the Water/Sewer Improvements line item for the continuation of funding without affecting the original work plan.

The proposed amendment will **delete** the Youth Services line item and funding will be **added** into the Water/Sewer Improvements line item.

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

For more information, please come by our office or call (956) 262-2122. Written comments may be forwarded to:

Mayor Hector Elizondo
City of La Villa
PO Box 60
La Villa, Texas, 78562

STATE OF TEXAS
COUNTY OF HIDALGO

PUBLISHER'S AFFIDAVIT

BEFORE ME, THE UNDERSIGNED AUTHORITY, **A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS,** ON THIS DAY PERSONALLY APPEARED **NOE TORRES ,** WHO AFTER BEING BY ME DULLY SWORN, UPON HIS/HER OATH DEPOSES AND SAYS:

THAT HE IS A SALES REPRESENTATIVE OF "DELTA NEWS" AND THAT THE ATTCHMENT

CITY OF LA VILLA- Public Hearing Notice City Of La Villa Urban County Program Budget Amendment (4x101/2)

__APPEARED ON THE FOLLOWING ISSUES: December 01, 2010

Noe Torres
AFFIANT

SWORN AND SUBSCRIBED BEFORE THIS 1th **DAY OF** Jan., 2011.

(SEAL)

MARICELA C. ESTRADA NOTARY PUBLIC STATE OF TEXAS EXPIRES 07-22-2013

Maricela C. Estrada
NOTARY PUBLIC IN AND FOR
STATE OF TEXAS
MY COMMISSION EXPIRES 7/22/2013

PUBLIC HEARING NOTICE
CITY OF LA VILLA
URBAN COUNTY PROGRAM

BUDGET AMENDMENT

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$261,000.00	Water/Sewer Improvements **(+$13,011.00)**	$274,011.00
$ 13,011.00	Youth Services **(-$13,011.00)**	$ 0.00
$274,011.00	**TOTAL**	**$274,011.00**

The proposed amendment will **increase** the Water/Sewer Improvements line item for the continuation of funding without affecting the original work plan.

The proposed amendment will **delete** the Youth Services line item and funding will be **added** into the Water/Sewer Improvements line item.

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

For more information, please come by our office or call (956) 262-2122. Written comments may be forwarded to:

Mayor Hector Elizondo-
City of La Villa

PO Box 60
La Villa, Texas, 78562

AI-24924 **12.D.**

Fire Station equipment - City of Alton

CC REGULAR

Date:	01/25/2011
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Monica Leal
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Urban County Program on behalf of the City of Alton, is requesting authority to purchase Fire Station equipment for the Alton Volunteer Fire Department. Purchase will be made from Fleet Safety Equipment, Inc. (contract # 284-08) an approved vendor through Hidalgo County's membership and participation with Buy Board. The total amount of the purchase is $7,062.32 (quote attached hereto), to include fees and discounts as requested by the City of Alton for the Fire Department utilizing UCP FY's 22 & 23 (2009 & 2010) Fire Station/Equipment line item.

BACKGROUND

The Fire Station/Equipment purchased will be utilized by the Alton Fire Department. See attached proposal form.

Vendor:	Fleet Safety Equipment, Inc.
Purchase Amount:	$7,062.32
Funds Available:	$40,841.51 FY's 22 (2009), 23 (2010) - Fire Station/Equipment

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County Year 22 (2009) and Year 23 (2010) Fire Station/Equipment funds will be utilized for the purchase of equipment.

Attachments

Link: City of Alton Equipment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/20/2011 10:51 AM	APRV
2	Perla Lopez	Perla Lopez	01/20/2011 02:54 PM	APRV
3	Auditor's Office		01/21/2011 05:21 PM	NEW

Form Started By: Estella Webber Started On: 01/20/2011 09:42 AM

COUNTY OF HIDALGO - URBAN COUNTY PROGRAM

Price Proposal Form

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

Name of Cooperative: Buyboard **Person Contacted:** Maria Rivera

Vendor Name: Fleet Safety Equipment, Inc. **Contract No. :** FS12-09 **Phone:** 713-228-8900

Quantity	Description of Items	Price per Unit	Total Amount
6	PIONEER PLUS DUAL PANAL SUPER LED FLOODLIGHT	$853.80	$5,122.80
2	PIONEER LED FLOOD LT SINGLE	$362.40	$724.80
2	PEDESTAL MOUNTING BRACKET FOR PIONEER PLUS	$183.60	$367.20
2	PIONEER BAIL MT BRAKET DUAL (WHITE)	$56.56	$113.12
4	DUAL PIONEER PEDESTAL MNT KIT	$183.60	$734.40
	TOTAL:		$7,062.32

Recommendation: _____

Requested by: _____ Date 01/19/11 **UCP Approval:** _____ Date _____

JAN 19 2011

Monica Leal

From: Steve Fisher [Steve.Fisher@tasb.org]
Sent: Friday, January 14, 2011 3:21 PM
To: 'monica.leal@ucp.co.hidalgo.tx.us'
Subject: FW: Verification of Buy Board prices
Attachments: DOC019.PDF

Monica,
Your quote for the Whelen Flood Lights is compliant with BuyBoard award # 284-08 for Fleet Safety. If you have any questions please give me a call.

Steve

From: Monica Leal [monica.leal@ucp.co.hidalgo.tx.us]
Sent: Friday, January 14, 2011 10:10 AM
To: Connie Burkett
Subject: Verification of Buy Board prices

Good Morning Ms. Burkett,

My name is Monica Leal and I work for the Hidalgo County Urban County Program. I am in need of your assistance verifying the prices submitted to the City of Alton, TX Fire Department from Fleet Safety Equipment, Inc. for the purchase Fire Station Equipment.

I have attached the proposal from Fleet Safety Equipment, Inc. for your review.

Should you have any questions or concerns, please do not hesitate to contact me either by email or by phone.

Respectfully Submitted,

Monica Leal
Program Coordinator 1
Hidalgo County Urban County Program
956-787-8127

Fleet Safety Equipment, Inc.
5858 Waltrip
Houston, TX 77087

Quote

Date	Estimate #
1/18/2011	6105

Name / Address
Alton Fire Dept. 509 South Alton Bvd Alton, Tx 78573 Hidalgo

P.O. No.	Terms	Rep	Project
	NET 30	MR	

Qty	Item	Description	Cost	Total
6	PFP2	PIONEER PLUS DUAL PANAL SUPER LED FLOODLIGHT	853.80	5,122.80
2	PFA1	PIONEER LED FLOOD LT SINGLE	362.40	724.80
2	PBAPED	PEDESTAL MOUNTING BRACKET FOR PIONEER PLUS	183.60	367.20
2	PBA206	PIONEER BAIL MT BRACKET DUAL (WHITE)	56.56	113.12
4	PBAPED2	DUAL PIONEER PEDESTAL MNT KIT	183.60	734.40
		BUY BOARD CONTACT# 284-08		0.00

Subtotal	$7,062.32
Sales Tax (0.0%)	$0.00
Total	$7,062.32

Phone #	Fax #	E-mail	Web Site
866-829-8900	713-228-8904	nereyda@fleetsafety.com	www.fleetsafety.com

Vendor Contract Information

Proposal Documents

Back

Vendor: Fleet Safety Equipment, Inc.
Address: 5090 Wilfong
Memphis, TN 38134
Phone: (901) 384-7777
Contact: Patrick Hope
Email: pat@fleetsafety.com
Website: www.fleetsafety.com
Federal ID: 62-1172177
Accepts RFQs: Yes
Contract: Public Safety & Fire House Supplies & Equipment #284-08
Effective Date: 4/1/2008
Expiration Date: 3/31/2011
Payment Terms: Net 30 days
Delivery Days: 42
Shipping Terms: Free Shipping
Freight Terms: FOB Destination
Ship Via: Common Carrier
Quote Reference Number:
284-08
Regions Served: All Texas Regions
States Served: All States
Vendor Exceptions: None
Return Policy: 30% restocking fee.

[Log Out]

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AI-24925 **12.E.**

Fire Dept. equipment - City of Alton

CC REGULAR

Date:	01/25/2011
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Monica Leal
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Urban County Program on behalf of the City of Alton is requesting authority to purchase Fire Station/Equipment (medium pressure pump) for the Fire Department. Purchase will be made from DACO (contract # FS12-09) an approved vendor through Hidalgo County's membership and participation with H-GAC. The total amount of the fire station/equipment is $7,566.00 (quote attached) for the City of Alton Fire Department, utilizing FY 23 (2010) Fire Station/Equipment line item.

BACKGROUND

The Fire Station/Equipment (medium pressure pump) purchased will be utilized by the Alton Volunteer Fire Department. See attached price proposal form.

Vendor:	Daco
Purchase Amount:	$7,566.00
Funds Available:	$33,779.19 - FY 23 (2010) – Fire Station/Equipment

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County Year 23 (2010) Fire Station/Equipment funds will be utilized for the purchase of a medium pressure pump for the City of Alton Fire Department.

Attachments

Link: pump equip purchase

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/20/2011 10:52 AM	APRV
2	Perla Lopez	Perla Lopez	01/20/2011 11:34 AM	APRV
3	Auditor's Office		01/21/2011 05:21 PM	NEW

Form Started By: Estella Webber — Started On: 01/20/2011 10:05 AM

Final Approval Date: 01/21/2011

COUNTY OF HIDALGO - URBAN COUNTY PROGRAM

Price Proposal Form

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

Name of Cooperative: HGAC **Person Contacted:** Garret Dobemier

Vendor Name: DACO **Contract No. :** FS12-09 **Phone:** 806-763-0808

Quantity	Description of Items	Price per Unit	Total Amount
2	HPX200-B18, MAXSTREAM MEDIUM PRESSURE PUMP, BRIGGS 18HP	$3,783.00	$7,566.00

TOTAL:	$7,566.00

Recommendation: _____

Requested by: _____ Date 01/19/11 **UCP Approval:** _____ Date _____



DACO FIRE EQUIPMENT

Estimate

Date	Estimate #
1/7/2011	335

Fax #
806-763-9151

Name / Address	Ship To
ALTON VOL. FIRE DEPT. PO BOX 9004 MISSION, TX 78572	ALTON VOL. FIRE DEPT. 207 WEST MAIN ALTON, TX 78573

Terms	Rep	FOB
Net 30	EFW	

Item	Description	Qty	Rate	Total
CLA545-4061-30-0	HPX200-B18, MAXSTREAM MEDIUM PRESSURE PUMP, BRIGGS 18HP THESE ARE IN STOCK	2	3,783.00	7,566.00

Subtotal	$7,566.00
Sales Tax (0.0%)	$0.00
Total	$7,566.00

COOPERATIVE PURCHASING PROGRAM FIRE SERVICE APPARATUS

Background
Competitive bids were opened on August 6, 2009 for Fire Service Apparatus. Thirteen responses were received, representing seventy-five dealers and manufacturers.

Current Situation
All responses were reviewed and evaluated by H-GAC staff. Several responses failed to include certain required H-GAC forms along with the bid. These are not being recommended for award.

Funding Source: Participating local government purchasers
Budgeted: NA

Action Requested
Request authorization to award contracts to the lowest priced responsible bidder for each product item per the Award Recommendation Table below, subject to certification of required licensing. Authorization is also requested, as may be applicable, to extend contract assignments to other authorized entities during the contract period.

Product Codes Awarded	In-State Awardees	Out-of-State Awardees
CB01, CB03, CB05	Chastang Enterprise, Inc. DBA/ Chastang's Bayou City Ford	Gulf Coast Emergency Vehicles SNF, Inc. DBA Brand FX Body Company
DA01-DA10, DC01-DC09, DD01-DD06, DE01-DE10	Emergency Vehicles of Texas, Inc.; Daco Fire Equipment	Artesia Fire Equipment Inc.; All-American Fire Equipment, Inc.; Southwest Fire Apparatus, Inc.; Central States Fire Apparatus, LLC
EF01-EF05	Chastang Enterprise, Inc. DBA/ Chastang's Bayou City Ford	Crash Rescue Equipment Service, Inc.
FA01-FA06, FC01-FC05, FE01	Metro Fire Apparatus Specialists, Inc.	Tower Fire Apparatus Co., Inc.; Ohio Cat; Hi-Tech Emergency Vehicle Service, Inc.; Emergency Vehicle Group, Inc.; First-In, LLC; North Central Ambulance Sales and Service; LTG Fire & Emergency Services; H & W Emergency Vehicles; Campbell Supply Co. LLC; Boise Mobile Equipment Crimson Fire, Inc.
GB01	Daco Fire Equipment	
GB01-GB08		Daco Fire Equipment
HB01-HB05, HE01-HE04	Webb Apparatus of Texas LLC	AAA Firepro, Inc.; Fire Apparatus Solutions; Danko Emergency Equipment Co.

(over)

Product Codes Awarded	In-State Awardees	Out-of-State Awardees
JA01-JA07, JB01-JB02, JC01-JC04, JD01-JD06, JE01-JE04, JF01, JF06	Hall-Mark Fire Apparatus – Texas, LLC	Hall-Mark Fire Apparatus, Inc.; LTM Fire Equipment Repair; Vogelpohl Fire Equipment, Inc.; Ed M. Feld Equipment Co., Inc.; Sunbelt Fire, Inc.; Fire Connections, Inc.; Weis Fire & Safety Equipment Company, Inc.; Pete's Equipment Repair, Inc.; Fire Service, Inc.; FireLine, Inc.; Moore Equipment Sales & Service, Inc.; Desorcie Emergency Products LLC; Nichols Oxygen Service, Inc.; Absolute Fire Protection Co. Inc.; Roberts & Nichols Fire Apparatus, Inc.; Banner Fire Equipment, Inc.; Vehicle Systems, Inc.; Classic Fire, LLC; Cascade Fire Equipment Corp.; Heritage Fire Equipment, Inc.; Fire Safety USA, Inc.; E-One, Inc.
KB01	Emergency Vehicles of Texas	
KB01-KB15		Emergency Vehicles of Texas
LD01, LD03, LD05, LD07, LD10	Gulf Coast Emergency Vehicles	
LB01, LD01-LD11		Emergency Vehicles, Inc. (EVI)
MA01-MA14, MB01-MB04, MC01-MC14, MD01-MD15, ME01-ME28	Tyler Motor Company, Inc. dba Hall Buick-Pontiac-GMC	Ferrara Fire Apparatus, Inc.
NA01-NA12, NC01-NC07, ND01-ND08, NE01-NE03	Emergency Vehicles of Texas, Inc.; Daco Fire Equipment	Artesia Fire Equipment Inc.; All-American Fire Equipment, Inc.; Southwest Fire Apparatus, Inc.; General Safety Equipment, LLC
OD01-OD02, OD04-OD05, OD07-OD10		VT Specialized Vehicles Corporation (VT SVC) – dba: Hackney
OD02, OD07	Twin State Trucks, Inc.	
PA01-PA10, PB01-PB06, PC01-PC06, PD01-PD05, PE01-PE12, PF01-PF05	Gulf Coast Emergency Vehicles	Midwest Vehicle Professionals Inc.; Independent Fire Company; Jon's Mid America Fire Apparatus; Firetrucks Unlimited; Kovatch Mobile Equipment Corporation/KME Fire Apparatus
RB01-RB03	Chastang Enterprise, Inc. DBA/ Chastang's Bayou City Ford	Metro Fire Apparatus Specialists, Inc.
SB01-SB05, SE05-SE06	Chastang Enterprise, Inc. DBA/ Chastang's Bayou City Ford	Neel Associates
TF01-TF03	Martin Apparatus, Inc.	Oshkosh Corporation

Product Codes Awarded	In-State Awardees	Out-of-State Awardees
UA01-UA09, UB01, UB04, UB07, UC01-UC04, UD01-UD08, UE02-UE04	Martin Apparatus, Inc.; Siddons Fire Apparatus, Inc.	First In, Inc.; Pierce Manufacturing, Inc.
WA03, WA05, WA08, WB01-WB04, WC03-WC05, WD02-WD05, WE02-WE09		Seagrave Fire Apparatus, LLC
XA01-XA06, XC01, XC03- XC04, XE01-XE02, XE04	Scott Fire Apparatus, Inc.	AAA Firepro, Inc.; Smeal Fire Apparatus Co.
YD01- YD02	Metro Fire Apparatus Specialists, Inc.	AAA Firepro Inc.; Keplinger Repair Service Inc.; New England Fire Equipment & Apparatus, Corp.; Max Fire Apparatus, Inc.; Super Vacuum Manufacturing Company, Inc.
ZE01 - ZE08	Metro Fire Apparatus Specialists, Inc.	U. S. Tanker - Fire Apparatus
BBB01-BBB02, BBC01, BBC03, BBC05, BBC07,BBC09, BBC11, BBD04-BBD06, BBD11-BBD14, BBE01, BBE03, BBE05 BBE07		Wolverine Fire Apparatus

	Snap-On Industrial	Hardware Products & Services	3-51V010	9/20/2002-1/31/2011
	Southern Tire Mart LLC-Michelin Bridgestone	Tires	7-261010 7-261020	12/19/2006-12/5/2011 1/19/2007-12/20/2011
7/20/2010	State Industrial Products	Hardware Superstore 12/27/2004 – 11/30/2010	5-51V020	12/27/2004-11/30/2010
	Tandus US, Inc.	Floor Covering	5-721A060	2/17/2005-8/3/2014
11/22/2010	The Hon Company	Office Furniture	6-71111060	5/10/2006 – 3/26/2011
	Tire Centers, LLC Michelin North America, Inc.	Tires, Pneumatic (new), for passenger, light truck, med truck, & bus & retread services	7-261010	12/19/2006-12/5/2011
	Tremco, Inc.	Bldg. & Bldg. Materials/Industrial Services & Supplies	6-56050	3/6/2006-5/31/2014
	United Rentals, Inc.	Hardware Superstore, Heavy Vehicle Equipment	7-51V080	7/5/2007-1/27/2011
	Visual Innovations Company, Inc.	Professional Audio/Video, Telecommunications and Security Solutions	4-581010	10/24/2003-7/7/2012
	W.W. Grainger, Inc.	Industrial, Janitorial Supplies	2-539030	8/26/2002-11/30/2010
	World Wide Imaging Supplies	Office Products	8-75030	5/2/2008-10/1/2012

TPSS-State Travel Management Program;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	Enterprise Rent a Car	Car Rental	TX-C1080	3/31/2004-3/31/2011
	Avis Rent a Car Systems	Car Rental	TX-C1080	3/31/2004-3/31/2011

TIPS;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	3-C Technology	Audio Visual Equipment & Supplies Computer Equipment, Components & Peripherals	1032609 1072309	3/26/2011 7/23/2011

US Communities;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	Auto Zone	Auto Parts & Accessories	060143	6/26/2006-6/25/2011
9/14/2010	DACO	Daco Fire Equipment (Converter)	FS12-09	3/1/2010-11/30/2011
12/07/2010	GTSI	Computer Equipment, Software, Components & Peripherals Software	RQ09-997736-42D	5/01/2009-4/30/2013
	Graybar	Electrical Products	MA-43272-6	1/31/2011
	Hagemeyer	Homeland Security and Public Safety	RQ06-814063-10A	10/7/2005-9/30/2011
	Insight Public Sector	Technology Products Equipment & Technology Services/Solutions	RQ-09-997736-42b	5/01/2009-4/30/2013
8/03/2010	Service Wear Apparel	Uniform and Work Apparel	A1465-10	9/01/2010-12/31/2014

Hidalgo County Commissioners Court has granted approval to utilize the listed awarded cooperative vendors thru December 31, 2010 however the contract terms for each vendor are listed to the last column. Prior to utilizing approved vendors make sure contracts are effective. Thank you!

Purchasing Department
"EXHIBIT A"

TASB Buy Board;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	Austin Ribbon & Computer	Copiers & Supplies	299-08	9/1/2008 - 8/31/2011
	American Tire Distributor Formerly known as Gray's Wholesale Tire	Tires, Tubes & Automotive Parts, Supplies & Equipment	307-08	12/01/2008 - 11/30/2011
	Amerx Office Solutions	Copiers & Supplies	299-08	9/1/2008 - 8/31/2011
	Audio Visual Aids	Audio Visual Equipment & Supplies	313-09	5/01/2009 - 4/30/2012
	BSN Sports	Athletic & PE Supplies & Heavy Duty Exercise Equipment	336-10	04/01/2010 - 03/31/2013
11/9/2010	Barcelona Sporting Goods	Athletic, PE, Gym & Exercise Equipment and Supplies	336-10	4/1/2010 - 3/31/2013
10/12/2010	Border States Electric	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	6/1/2010 – 5/31/2013
	Burton Auto Supply	Tires, Tubes & Auto Products	307-08	12/01/2008 - 11/30/2011
	CC Distributors, Inc.	Custodial Supplies & Equipment	291-08	6/1/2008 - 5/31/2011
	Camcor, Inc.	Audio Visual Equipment & Supplies	313-09	5/01/2009 - 4/30/2012
	Carrier Corporation	HVAC Equipment & Supplies & Insulation Trades Services & Labor for Electrical, Plumbing & HVAC	305-08 296-08	10/1/2008 - 9/30/2011 6/1/2008 - 5/31/2011
	Chemsearch, A Div Of NCH	Water Treatment Chemicals & Equipment	288-08	4/1/2008 - 3/31/2011
12/13/2010	Chemsearch, A Div Of NCH	Custodial Supplies & Equipment	291-08	6/1/2008 - 5/31/2011
12/13/2010	Chemsearch, A Div Of NCH	Motor Fuels, Lubricants & Oils	314-09	6/1/2009 – 5/31/2012
	Commercial Security Integration	Radio Communication Products	285-08	4/1/2008 - 3/31/2011
	Diaz Floors & Interiors	Indoor & Outdoor Flooring Products & Sports Surfaces	310-08	3/01/2009 - 2/28/2012
9/07/2010	Facilities Solutions Group	Energy Saving Lighting Products	290-08	4/1/2008-3/31/2011
	Fleet Safety Equipment, Inc.	Public Safety & Fire House Supplies & Equipment	284-08	4/1/2008 - 3/31/2011
	GT Distributors	Public Safety & Fire House Supplies & Equipment	284-08	4/1/2008 - 3/31/2011
12/13/2010	Galls Inc.	Uniforms-Band, Dance, Performance, Work/Uniform & Floor Mat Rental	340-10	6/1/2010-5/31/2013
	Gaylord Bros. Inc.	Instructional Supplies & Equipment	328-09	11/01/2009 - 10/31/2012
12/07/2010	*Glidden Professional Paint (formerly ICI Paints)	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	6/1/2010 – 5/31/2013
	Godwin Pumps Of America, Inc.	Water & Waste Water Pumps & Motor	344-10	07/01/2010 - 06/30/2013
	Graybar	Technology Equipment, Software & Supplies	285-08	4/1/2008 - 3/31/2011
	Gulf Coast Paper	Custodial Supplies & Equipment	291-08	6/1/2008 to 5/31/2011

AI-24909 **12.F.**

Flood drainage improvements - Pct. #2

CC REGULAR

Date:	01/25/2011
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Monica Leal
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Urban County Program on behalf of the Hidalgo County Precinct No. 2 is requesting approval to enter into a Surety Takeover Agreement with First Sealord Surety, Inc. a Pennsylvania corporation, Bond No. 10-012322-PP. The agreement will allow the completion of a HUD CDBG-R drainage improvements project (South Tower Estates) contract no. 5209-92-0309-5000-9200-UCP-ML2. Amount available under CDBG-R funding is $158,900.74.

BACKGROUND

On January 19, 2010, Hidalgo County Commissioners' Court approved a construction contract with Garcia and Martinez Paving, Inc. for flood drainage improvements under the HUD CDBG-R program. On or about August 2010 the "Contractor" Garcia & Martinez Paving, Inc. abandoned the job site and defaulted on their contract. First Sealord Surety, Inc. (Bond Company) has taken over and will proceed with hiring a contractor to complete the project according to the quantities of work defined by the Project Engineer. Legal counsel has reviewed and approved the agreement. See attached Surety Takeover Agreement for your review.

Bond Company: First Sealord Surety, Inc.

Funds Available: $158,900.74 YR 22 (2009) HUD CDBG-R Flood Drainage Improvements

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County will utilize CDBG-R funds for the completion of a drainage improvement project to South Tower Estates in Precinct #2.

Attachments

Link: contract agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Budget & Management	Erika Zamora	01/19/2011 04:43 PM	APRV
2	Perla Lopez	Perla Lopez	01/21/2011 09:03 AM	APRV
3	Auditor's Office		01/21/2011 05:21 PM	NEW

Form Started By: Estella Webber Started On: 01/19/2011 03:55 PM

Final Approval Date: 01/21/2011

SURETY TAKEOVER AGREEMENT

This Surety Takeover Agreement ("Agreement") is made and entered into this ___ day of January 2011, by and between HIDALGO COUNTY URBAN COUNTY PROGRAM JOINED BY PRECINCT #2 ("the Obligee") and FIRST SEALORD SURETY, INC. a Pennsylvania corporation, with its principal place of business at 789 East Lancaster Avenue, Suite 200, Villanova, PA 19085 ("Sealord" or the "Surety").

WITNESSETH

WHEREAS, on or about February 5, 2010, Garcia & Martinez Paving, Inc. ("Principal") entered into a construction contract with Obligee (the "Contract"), pursuant to which it agreed to perform flood Drainage Improvements to South Tower Estates subdivision in Hidalgo County, TX (the "Project"). In connection with said contract Principal and Surety executed and delivered to Obligee payment and performance bonds with bond number 10-012322-PP in the amount of Three Hundred Seventy-Eight Thousand Eight Hundred and Sixty-One and 15/100 ($378,861.15) Dollars;

WHEREAS, Obligee has made a demand upon Surety, pursuant to the Performance Bond to arrange for completion of the Contract work; and

WHEREAS, Surety reserves its rights to assert Principal's claims, to the extent permitted by law, and to dispute the propriety of the termination and/or Obligee's demand on the Performance Bond, and Obligee reserves all rights and defenses with respect to Surety's and/or Principal's claims, the propriety of the termination, and the propriety of its demand on the Performance Bond;

WHEREAS, Surety is acting in an effort to mitigate the costs to complete the Contract, and Surety enters into this Agreement in response to Obligee's demand on the Performance Bond and in reliance upon Obligee's representations regarding the propriety of the termination for default. In the event that Obligee's termination of Principal for default or demand on the Performance Bond is found to be improper, Surety shall be entitled to seek all costs expended in response to the termination for default and/or Performance Bond demand, as well as any other damages available in law or equity, subject to a reservation of rights by Obligee to challenge the recoverability of any such

costs or damages. Surety's performance in response to Obligee's default termination and demand on the Performance Bond is undertaken to mitigate completion costs and shall not be construed as an admission of liability or as a waiver of Surety's rights or defenses;

WHEREAS, with a complete and full reservation of its rights, claims, and defenses, including the rights, claims and defenses of Principal, Surety has advised Obligee that it will undertake to perform and arrange for the completion of the Contract work. Towards that end, Surety may assume Principal's subcontracts and purchase orders and/or contract with other capable contractors for completing the work in accordance with the terms and conditions of the Contract and the Performance Bond, as modified by this Agreement;

WHEREAS, Obligee has agreed to pay to Surety, at regular intervals upon completion of portions of the Contract work, the consideration remaining due and owing under the Contract, as well as additional consideration as the Surety and Obligee may agree to for additional work, but with a complete and full reservation of its rights and claims under the Performance Bond and the Payment Bond; and

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, and based on the Recitals set forth above which form a part of this Agreement, the parties intending to be legally bound hereto agree as follows:

1) Obligee confirms that the contract balance has been obligated under the Contract for the completion of the Contract work in accordance with its terms as modified by this Takeover Agreement. Obligee hereby agrees it will pay directly to Surety, as the same shall become payable in accordance with the payment provisions of the Subcontract, as modified by this Takeover Agreement, all sums due and payable under the Contract, including all unearned contract balances as they become earned and any and all other monies contracted to be paid there under, as would have been payable to Principal if there had been no termination, but in no event more than the Contract amount, as modified in accordance with its terms. Obligee agrees that the contract balance shall be paid to Surety without any withholding based upon: i) any assertion of liquidated damages, whether for alleged delays that occurred before the execution of this Agreement or that occur hereafter; ii) any claim that Principal failed

21) Nothing in this Agreement shall be construed as creating any rights for third parties arising out of the Bonds, and nothing in this Agreement shall be construed as a waiver of any indemnity rights Surety has against Principal or any individual or corporate indemnitors under any General Agreement of Indemnity.

22) This Agreement constitutes the whole of the understanding, discussions, and agreements by and between the parties hereto and shall bind the parties and their successors, and shall not be modified except by a written document duly executed by the parties or their successors.

23) The provisions of this Agreement shall be applied and interpreted in a manner consistent with each other so as to carry out the purposes and intent of the parties, but, if for any reason any provision is unenforceable or invalid, such provision shall be deemed severed from this Agreement and the remaining provisions shall be carried out with the same force and effect as if the severed portion had not been a part of this Agreement.

24) This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and together shall constitute one (1) and the same agreement, which shall be binding upon all parties.

IN WITNESS WHEREOF, the parties have executed this agreement on the date appearing below.

Date: 1/17/11

First Sealord Surety, Inc.

By: Michael E. Carson

Title: Surety Counsel

Date: _____

Hidalgo County

By:

Title:

to make payment for labor and/or materials; or iii) an assessment that the Contract work cannot be completed for the unpaid contract balance. Obligee acknowledges that its agreement to pay the contract balances to Surety under this paragraph is a material condition of Surety's agreement to perform as reflected in this Agreement.

2) Obligee represents to Surety that: Original Contract Amount: $378,861.15
   a) Contract Modifications: $81,129.60
   b) Final Contract Amount with Principal: $459,990.75
   c) Total completed to date thru application #4: $334,544.46
   d) Obligee retainage: 10% or $33,454.45
   e) Contract Balance at the time of takeover: $125,446.29 (without retainage)
   f) Liquidated Damages withheld: $0.00
   g) Other Deductions withheld: $0.00
3) Surety reserves the right to challenge the accuracy of the representations provided above and to seek adjustments for any change orders, field orders, or other extra work required by Obligee to be performed under the Subcontract.
4) The Surety's date of commencement for completion of the Contract shall be within fourteen (14) days of the execution of this Agreement.
5) Obligee will provide Surety with a list of all known noncompliant work items prior to issuing Surety a Notice to Proceed under this Agreement. Obligee has advised of non-compliant curb and gutter work concerning a total of 1457 linear feet and Surety has agreed to remediate said condition while reserving all rights. Obligee is not aware of any other noncompliant conditions and hereby waives same.
6) Obligee has represented by way of its engineer the remaining quantities of work to be performed which surety has agreed to complete, and surety shall be compensated should the quantities be greater than those quantities. Said quantities are defined in the attached correspondence from Ramiro Gutierrez attached as Exhibit "A".
7) Surety will, as "completing surety," and not as general contractor or completing contractor, perform or procure the performance of all work and other obligations of the Contract not presently completed or fulfilled, including the correction or repair of defective workmanship and nonconforming work. The Contract is hereby incorporated by reference into this Agreement, including all included plans and

specifications. Surety will complete the Contract according to the original Contract plans and specifications, as modified by any addenda or modification issued by Obligee. Without limiting Surety's reservation of rights elsewhere in this Takeover Agreement, Surety specifically reserves the right to make a claim for additional time or money as a result of any changes to the original plans and specifications directed by Obligee.

8) Surety will, in connection with its performance under this Agreement, delegate a representative to deal directly with Obligee. Except as limited by this Agreement, the parties acknowledge that Surety and/or its delegated representative shall have authority to process any necessary paperwork and perform any other function required for the prosecution of the work. Surety and Obligee agree that neither any contractor used by Surety to complete the Subcontract work nor Surety's delegated representative will be in privity of contract with Obligee, and that no such contractor or representative will acquire any rights under this Agreement or the underlying Subcontract by acting on Surety's behalf.

9) Surety will ensure that the contractors it utilizes to complete the Contract work have qualified personnel in all key positions. For any contractor Surety uses to perform work on site, Surety will identify an individual to serve as a point of contact.

10) Any contractor utilized by Surety to perform work at the Project site will maintain insurance of the same type and in the same amounts as required under the Contract, and will cause Obligee and Surety to be named as additional insureds thereon. Surety will not utilize its own employees in completing the work and will not be obligated to furnish or maintain any insurance under the Contract.

11) Surety agrees to prepare, certify, and submit its requests for payment in accordance with the terms of the Contract within thirty (30) days from the date of execution of this Takeover Agreement. These requests for payment shall be submitted in Surety's name. Obligee shall review all requests for payment, and, if approved, forward payments to Surety as the sole payee no later than fifteen (15) days following the receipt of the request for payment. Final payment, consisting of the entire unpaid balance of the Contract, shall be sent to the Surety no later than thirty (30) days following the Project engineer or architect's issuance of a final certificate for

payment. Payments from the Owner shall be made payable to the Surety and transmitted to the Surety at the following address, unless and until Owner is notified in writing of any different addresses:

Claims Department
Attn: Michael E. Carson
First Sealord Surety, Inc.
789 E. Lancaster Ave., Suite 200
P.O. Box 900
Villanova, PA 19085

12) Obligee shall not be bound to any contractor as a result of this Agreement and shall look only to Surety for completion in accordance with the terms of the Subcontract and the Performance Bond, as modified by this Agreement. In that regard, any change orders issued by or directions given by Obligee which would: i) decrease the contract balance payable to Surety hereunder; or ii) increase the performance obligations of Surety hereunder; or iii) materially change the scope, manner or time of performance hereunder, shall not be binding upon Surety unless communicated in writing by Obligee to Surety. Changes in the scope of work to complete the Project shall be made in accordance with the Contract. Nothing in this paragraph shall be construed to restrict or modify Obligee's or Surety's rights to issue change orders in accordance with the Contract Documents.

13) Surety acknowledges and agrees that its Payment Bond and Performance Bond for the Contract remain in full force and effect. Obligee acknowledges that nothing contained in this Agreement shall waive, limit, alter or amend any of Surety's obligations, rights, defenses, or liabilities under the Payment and Performance Bonds issued in connection with the subcontract.

14) Surety's liability under this Agreement and in all matters related to the Project is strictly limited to the penal amount of the Performance Bond. In no event will Surety be required to expend, in addition to the balance of contract funds remaining under the Contract, more than the penal amount of the Performance Bond. Nothing in this

Agreement constitutes a waiver of the penal sum or an increase in the liability of Surety under the Performance Bond. Neither does this Agreement amend, revise or alter any of Surety's rights or defenses or the extent of Surety's liability under the Payment Bond.

15) Obligee and Surety acknowledge that Surety's covenants and obligations of performance under this Agreement are undertaken pursuant to the Performance Bond, and that all payments made by Surety for performance of the Contract will be credited against and reduced on a dollar for dollar basis the penal sum of the Performance Bond.

16) Surety's delegated representative and the contractors used by Surety to complete the Contract work shall have no authority to obligate Surety with respect to change orders, credits, back charges, or deductions from the contract balance without Surety's prior, written approval. Any agreements with Surety's delegated representatives and/or any contractor used by Surety to complete the Subcontract regarding warranty work or correction of latent defects shall likewise require Surety's prior, written approval.

17) Surety expressly reserves all rights, equitable liens and subrogation rights under the Contract, at law, or in equity, of Obligee, Principal, Principal's subcontractors, suppliers, material men and laborers, as well as Surety's own rights dating back to the execution of the Bonds, to include those rights and remedies that accrued prior to the default termination of Principal and those rights and remedies that may accrue during the completion of the Contract. Without limiting Surety's reservation of rights, Surety specifically reserves any rights that it may have to assert an overpayment or impairment of suretyship claim. No waiver of such rights is agreed to, implied or intended, regardless of any provisions of this Agreement to the contrary. Nothing contained herein shall be construed to waive or modify any right, claim, defense and/or remedy that Principal has related to the Contract or to Obligee's termination thereof, and all such rights of Principal are hereby expressly reserved. Furthermore, nothing contained in this Agreement shall create or be construed to create any new or additional rights against Principal or Principal's subcontractors, suppliers, material men or laborers.

18) Any notices which are required to be given by the terms of this Agreement or the Performance Bond shall be made as follows:

a) As to the Owner - Via Federal Express or UPS or certified mail, return receipt requested, postage prepaid to:

Hidalgo County
Attn: _____
1615 South Closner, Ste J.
Edinburg, Texas 78539

b) As to the Surety - Via Federal Express or UPS or certified mail, return receipt requested, postage prepaid to:

Claims Department
Attn: Michael E. Carson
First Sealord Surety, Inc.
789 E. Lancaster Ave., Suite 200
P.O. Box 900
Villanova, PA 19085

19) To the extent necessary, if Surety elects to pursue any claims of Principal arising under the Contract in its own name and for its own benefit, Obligee hereby acknowledges and consents to the assignment of all of Principal's claims under or related to the Contract to Surety, to the extent permitted by law, including, but not limited to, Surety's right to assert, in Surety's name and for its own benefit, all of Principal's claims for equitable adjustment to the Contract price or for additional time under the Contract, whether arising prior to or after the default termination.

20) Obligee expressly reserves any and all prior rights under the Contract or at law. No waiver of such rights is agreed to, implied or intended, regardless of any provisions of this Agreement to the contrary. However, Obligee expressly represents that it waives any rights to liquidated damages, actual damages, or delay damages against First Sealord and/or Principal associated with any alleged delay by Principal in completing the Project and Contract. This waiver shall superseded any clauses or language contained in any other part of this agreement.

AI-24920 **12.G.**

Engineering services - City of Palmview

CC REGULAR

Date:	01/25/2011
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Candace Armenta
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for professional engineering services.

2. Presentation of the scoring grid for the purpose of ranking by Commissioners' Court of at least three (3) engineering firms from the county's approved "pool" as graded and evaluated by the City of Palmview, Urban County Program and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Year 23 (2010) City of Palmview - Planning project for the establishment of a 7-Year Master Plan.

FIRM	GRADE	RANK
SAMES, Inc.	95.6	
Dannenbaum Engineering	93.3	
Izaguirre Engineering Group	89.6	

3. Authority to negotiate a professional engineering service contract with the highest ranked firm of _____ for the provision of engineering services for an Urban County Program Year 23 (2010) City of Palmview - Planning project for the establishment of a 7- Year Master Plan.

BACKGROUND

The three engineering firms rated from the county's approved "pool" are: (1) SAMES, Inc., (2) Dannenbaum Engineering and (3) Izaguirre Engineering Group.

Funds Available: $75,000.00

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County funds will be utilized for this project.

Attachments

Link: Grading Grid

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/20/2011 09:56 AM	APRV
2	Perla Lopez	Perla Lopez	01/20/2011 11:16 AM	APRV
3	Auditor's Office		01/21/2011 05:21 PM	NEW

Form Started By: Estella Webber Started On: 01/20/2011 08:21 AM

Final Approval Date: 01/21/2011

City of Palmview
Engineering Services
Planning
Year 23 (2010)
Grading-Ranking Grid

Criteria	SAMES, Inc.			Dannenbaum Engineering			Izaguirre Engineering Group		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Team	20	20	18	18	20	20	19	18	20
Experience of Project Team	25	22	20	22	23	20	21	20	23
Experience/ Availability of Project Manager	20	19	20	18	17	20	18	15	20
Understanding of Project	25	25	23	22	25	25	20	20	25
Familiarity with Applicable Rules & Regulations	10	10	10	10	10	10	10	10	10
TOTALS	100	96	91	90	95	95	88	83	98
AVERAGES	287÷3=95.6			280÷3=93.3			269÷3=89.6		
RATING									

AI-24901 **12.H.**

Amendment - City of Penitas

CC REGULAR

Date:	01/25/2011
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Candace Armenta
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Urban County Program is requesting approval of a Budget Amendment for the City of Peñitas Urban County Program Year 22 (2009). The amendment will reduce funds from the Water/Sewer Improvements activity and increase funding into the Street Improvements activity to aid in the reconstruction costs of streets, drainage and related appurtenances at Barcelona and Espanola Heights Subdivisions.

BACKGROUND

The proposed amendment for the City of Peñitas will affect the existing work plan in Year 22 (2009). A Public Hearing was held on January 11, 2011 at 6:00 p.m., and citizen participation requirements have been met. See attached detailed amendment. The proposed budget amendment will amend funds as follows for the purpose of adding funds to the Street Improvements for reconstruction of streets, drainage and related appurtenances at Barcelona and Espanola Heights Subdivisions.

Year 22 (2009):
Decrease Water/Sewer Improvement funds in the amount of $67,292.93 and
Increase Street Improvement funds in the amount of $67,292.93.

Fiscal Impact

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

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

BUDGETARY IMPACT:

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

Attachments

Link: amendment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/19/2011 04:40 PM	APRV
2	Perla Lopez	Perla Lopez	01/20/2011 11:01 AM	APRV
3	Auditor's Office		01/21/2011 05:21 PM	NEW

Form Started By: Estella Webber

Started On: 01/19/2011 02:10 PM

Final Approval Date: 01/21/2011

The Monitor January 7, 2011

PUBLIC HEARING NOTICE
CITY OF PENITAS
URBAN COUNTY PROGRAM

BUDGET AMENDMENT

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

The Public Hearing will be held on Tuesday, January 11th at 6:00 pm at Peñitas City Hall located on 1111 South Main in Peñitas, Texas 78576.

The following is the proposed Budget Amendment for your consideration:

Existing Work Plan	Activity Year 22 (2009)	Proposed Work Plan
$ 108,230.44	Water/Sewer Improvements (-$67,292.93)	$ 40,937.51
$ 225,000.00	Street Improvements (+$67,292.93)	$ 292,292.93
$ 333,230.44	**TOTAL**	**$ 333,230.44**

The proposed Budget Amendment will **reduce** funding from the Water/Sewer Improvements line item and **increase** funding into the Street Improvements line item. The proposed Budget Amendment will not alter the project's description which consists of reconstruction of streets, drainage and related appurtenances at Barcelona & Espanola Heights Subdivisions.

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

For more information, please come by the Hidalgo County Urban County Program office or call (956) 787-8127. Written comments may be forwarded to:

Mayor Marcos Ochoa
City of Peñitas
1111 South Main
Peñitas, Texas 78576

City of Peñitas
Special Called Meeting
Tuesday
January 11, 2011
6:00 p.m.

Minutes

1. **Open Meeting & Determination of Quorum**
   Mayor Marcos Ochoa opened meeting at time 6:00 p.m. Present were City Attorney Ricardo Gonzales, Mayor Pro-Tem Patricia Cardenas, Alderman Antonio Flores Jr, Alderman Tomas Cedillo, Alderman Jesus Avendano, and Alderman Jose Gonzalez. Also present were City Administrator Noe Cavazos and City Secretary Dina Garcia, and Chief of Police Roel Bermea.

2. **Pledge of Allegiance/Invocation**
   Alderman Jesus Avendano led invocation.

3. **Certification of Posting**
   City Secretary Dina Garcia certified that the agenda was posted 72 hours prior to meeting.

4. **Citizen's Input and/or Other Discussions**
   None

5. **Public Hearing**
   Mayor Marcos Ochoa opened the Public Hearing at 6:03pm in reference to Budget Amendment to its Urban county Program Year (2009). Mr. Cavazos, City Administrator explained the proposed budget amendment to reduce funding from the Water/ Sewer Improvements line item and increase funding into the Street improvements line item. The proposed Budget amendment will not alter the project's description which consists of reconstruction of streets, drainage and related appurtenances at Barcelona & Espanola Heights Subdivisions. The Mayor solicited input from citizens present. Mr. Cavazos further explained that the amount being reduced and increased is $67'292.93. The mayor then asked if anyone had questions, comments or concerns; he then asked for emotion to close the meeting at 6:06pm. Motion was made by Pro-Tem Patricia Cardenas to close public hearing at 6:06pm. Motion was second by Alderman Tomas Cedillo.

6. **Approval of Bills (1/5/2011-1/11/2011)**
   Motion was made by Tomas Cedillo. Motion was second by Jesus Avendano. Motion carried.

7. **Request, Consideration and Approval to purchase nameplates for City Alderman and City Administration**
   No Action taken

8. Request of Authorization to paint the exterior of the Penitas Public Library (Dr. Roberto Zamora Building)

Motion was made by Mayor Pro-Tem Patricia Cardenas to re-touch the original colors of the Penitas Public Library and the parking lot lines. Motion was second by Tomas Cedillo. Motion carried.

9. Discussion, Consideration, and Approval of Proposal for Building Permit and Weedy Lot Program

Motion was made by Jose Gonzalez to pay the balance and continue using the program onto it is up for renewal and is requesting a permits report on the next regular called meeting. Motion was second by Jesus Avendano. Motion carried.

10. Acceptance of Reimbursement

Motion was made by Alderman Tomas Cedillo for the acceptance of reimbursement for the Stone Garden Overtime from Hidalgo County Treasurer. Motion was second by Alderman Jose Gonzalez. Motion carried.

11. Discussion, Consideration, and Approval of Budget Amendment- Reynaldo Cedillo

Motion was made Mayor Pro-Tem Patricia Cardenas to approve the Budget Amendment presented by Reynaldo Cedillo. Motion was second by Tomas Cedillo. Motion carried.

12. Adjournment:

Motion was made by Alderman Tomas Cedillo to adjourn meeting at 6:47pm. Motion was second by Mayor Pro-Tem Patrici Cardenas. Motion carried.

_____

Mayor Marcos Ochoa

ATTEST:

_____

Dina Garcia, City Secretary

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

City of Peñitas
January 11, 2011 - 6:00 pm

Public Hearing
Budget & Program Amendment

SIGN IN LOG

NAME	ADDRESS	PHONE NUMBER
Raul Bueno	C/2 Rancho Escondido La Joya Tx	532-6234
Arnulfo Mercado	PO Box 1083 La Joya	331-3432
JOHN R CANDOWN	503 S Main	424-0152
Raul Luna	123 W. Salvador	787-1786
JOSE A GONZALEZ	PO Box 367 Peñitas,	437-2688
Jesus Avendano	Box 488 Peñitas	562-5961
Antonio Lopez Jr	1804 Nugent St Peñitas	207-2071
Manuel Salinas	1811 Jasmine	458-8398

AI-24886 **12.I.**

County Judge signature authorization - Housing activities

CC REGULAR

Date:	01/25/2011
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Michelle Mendoza
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program is requesting authorization for the County Judge to sign the Request for Release of Funds and Certification for a Tiered, Multi-Year project utilizing Fiscal Year 2010, 2011 & 2012 HOME Community Housing Development Organization (CHDO) Funds to undertake housing activities within Hidalgo County in the amount of $4,374,000.

BACKGROUND

In order for the Urban County Program to receive the 2010, 2011 & 2012 HOME CHDO Funds, the County Judge or designee must sign the Notice of Intent to Request Release of Funds and the Request for Release of Funds and Certification for submittal to the Office of the U.S. Housing and Urban Development by the published timeline. The requested funding amount of $4,374,000 is for the development of approximately one hundred and thirty five (135) single-family homes over a three year period. The Urban County Program, in conjunction certified Community Housing Development Organizations, will acquire land and begin construction of these single-family homes at scattered sites within Hidalgo County.

The undertaking of this Multi-Year project will be as follows:

Fiscal Year	Approximate Funding Amount	Approximate Number of Units
2010	$1,374,000	45
2011	$1,500,000	45
2012	$1,500,000	45
Multi Year Funding Totals	$4,374,000	135

A TIERED environmental assessment has been completed and is available for review at the Urban County Program office. As the project sites are identified, site specific reviews will be completed.

Fiscal Impact

Attachments

Link: funds signature

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/18/2011 04:55 PM	APRV
2	Perla Lopez	Perla Lopez	01/21/2011 10:18 AM	APRV
3	Auditor's Office		01/21/2011 05:21 PM	NEW

Form Started By: Estella Webber Started On: 01/18/2011 04:10 PM

Final Approval Date: 01/21/2011

COMBINED NOTICE OF FINDING OF NO SIGNIFICANT IMPACT AND INTENT TO REQUEST RELEASE OF FUNDS

Publication Date: January 17, 2011

HIDALGO COUNTY - URBAN COUNTY PROGRAM
1916 TESORO BLVD
PHARR TEXAS 78577
956-787-8127

REQUEST FOR RELEASE OF FUNDS:

On or about, but not before, February 1, 2011, the Urban County Program of Hidalgo County will submit a request to the U.S. Department of Housing and Urban Development (HUD) for the release of HOME funds under Title I of the Housing and Community Development Act of 1974, as amended; to undertake the following projects within the County of Hidalgo:

HOME–Community Housing Development Organizations (C.H.D.O.) Program to fund lot acquisition, new construction, down payment assistance and all related soft costs as allowed by HUD regulation of approximately one hundred and thirty five (135) single-family homes to qualified low to moderate-income families within a three-year period as follows:

Fiscal Year	*Approx. Funding Amount*	*Approx. Number of Units*
2010	$1,374,000	45
2011	$1,500,000	45
2012	$1,500,000	45
Multi Year Funding Totals	***$4,374,000***	***135***

FINDING OF NO SIGNIFICANT IMPACT

The Urban County Program has completed a preliminary TIERED Environmental Review Record (ERR) for the projects as a whole. The ERR identifies the environmental review of each project which entails all pertinent information that is available to the Urban County Program at this time. The ERR is on file and available for the public's examination and copying, upon request, between the hours of 8:00 am - 12:00 pm and 1:00 pm - 5:00 pm, Monday through Friday (except holidays) at the above address.

PUBLIC COMMENTS

Any individual, group, or agency disagreeing with this determination or wishing to comment on the project may submit written comments to the Urban County Program of Hidalgo County. All comments received by ***January 31, 2011*** will be considered by the Urban County Program prior to authorizing submission of a request for release of funds. Commentors should specify which part of this Notice they are addressing.

RELEASE OF FUNDS

The Urban County Program of Hidalgo County certifies to HUD that Diana R. Serna in her capacity as Director of the Urban County Program consents to accept the jurisdiction of the Federal Courts if an action is brought to enforce responsibilities in relation to the environmental review process and that these responsibilities have been satisfied. HUD's approval of the certification satisfies its responsibilities under NEPA and related laws and authorities, and allows the ***Urban County Program*** to use Program funds once all sites have been named and individually cleared.

OBJECTIONS TO RELEASE OF FUNDS

HUD will consider objections to its release of funds and Urban County Program of Hidalgo County's certification received for a period of fifteen days from its receipt of the request (whichever is later) only if they are on one of the following bases: (a) the certification was not executed by the Certifying Officer or other officer of the Urban County Program of Hidalgo County approved by HUD; (b) the Urban County Program of Hidalgo County has omitted a step or failed to make a decision or finding required by HUD regulations at 24 CFR Part 58; (c) the grant recipient or other participants in the project have committed funds or incurred costs not authorized by 24 CFR Part 58 before approval of a release of funds by HUD; or (d) another Federal agency acting pursuant to 40 CFR Part 1504 has submitted a written finding that the project is unsatisfactory from the standpoint of environmental quality. Objections must be prepared and submitted in accordance with the required procedures (24 CFR Part 58) and shall be addressed to the U.S. Department of Housing and Urban Development at One Alamo Center 106 St. Mary's Street, San Antonio, Texas 78205. Potential objectors should contact HUD to verify the actual last day of the objection period.

Diana R. Serna, Director
Urban County Program

Request for Release of Funds and Certification

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

OMB No. 2506-0087
(exp. 11/30/2004)

This form is to be used by Responsible Entities and Recipients (as defined in 24 CFR 58.2) when requesting the release of funds, and requesting the authority to use such funds, for HUD programs identified by statutes that provide for the assumption of the environmental review responsibility by units of general local government and States. Public reporting burden for this collection of information is estimated to average 36 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Part 1. Program Description and Request for Release of Funds (to be completed by Responsible Entity)

1. Program Title(s)
HOME CHDO - MULTI YEAR PROJECT

2. HUD/State Identification Number
M-10/11/12-UC-4801

3. Recipient Identification Number (optional)

4. OMB Catalog Number(s)
14.239

5. Name and address of responsible entity
URBAN COUNTY PROGRAM
1916 TESORO BLVD
PHARR TX 78577

6. For information about this request, contact (name & phone number)
DIANA R SERNA, UCP DIRECTOR (956)787-8127

7. Name and address of recipient (if different than responsible entity)

8. HUD or State Agency and office unit to receive request
US DEPT OF HOUSING AND URBAN DEVELOPMENT
106 S ST MARY'S STREET, SUITE 405
SAN ANTONIO TX 78205

The recipient(s) of assistance under the program(s) listed above requests the release of funds and removal of environmental grant conditions governing the use of the assistance for the following

9. Program Activity(ies)/Project Name(s)
HIDALGO COUNTY - URBAN COUNTY PROGRAM

10. Location (Street address, city, county, State)
1916 TESORO BLVD
PHARR TX 78577

11. Program Activity/Project Description

THE URBAN COUNTY PROGRAM (UCP), IN CONJUNCTION WITH CERTIFIED COMMUNITY HOUSING DEVELOPMENT ORGANIZATIONS (C.H.D.O's) WILL UNDERTAKE A MULTI-YEAR PROJECT OVER A THREE YEAR PERIOD WHICH WILL ENTAIL LOT ACQUISITION AND NEW CONSTRUCTION OF SINGE FAMILY HOMES LOCATED IN THROUGHOUT THE COUNTY OF HIDALGO. THE UCP IS REQUESTING A RELEASE OF FUNDS IN THE AMOUNT OF $4,374,000 TO BE UTLIZED AS FOLLOWS:

FISCAL YEAR	APPROXIMATE FUNDING AMOUNT	APPROXIMATE NUMBER OF UNITS
2010	$1,374,000	45
2011	$1,500,000	45
2012	$1,500,000	45
FUNDING TOTALS	$4,374,000	135

THE PROPERTIES TO BE PURCHASED HAVE NOT YET BEEN IDENTIFIED HOWEVER THE UCP WILL ENSURE THAT ALL ENVIRONMENTAL FACTORS ARE REVIEWED ACCORDINGLY BEFORE THE COMMITMENT OF ANY FUNDS TAKES PLACE. PRESENTLY, A TIERED ENVIRONMENTAL REVIEW HAS BEEN COMPLETED FOR HIDALGO COUNTY AS A WHOLE. SITE SPECIFIC ENVIRONMENTAL REVIEW WILL BE CONDUCTED ON A CASE BY CASE BASIS.

Part 2. Environmental Certification (to be completed by responsible entity)

With reference to the above Program Activity(ies)/Project(s), I, the undersigned officer of the responsible entity, certify that:

1. The responsible entity has fully carried out its responsibilities for environmental review, decision-making and action pertaining to the project(s) named above.
2. The responsible entity has assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements and statutory obligations of the laws cited in 24 CFR 58.5; and also agrees to comply with the authorities in 24 CFR 58.6 and applicable State and local laws.
3. After considering the type and degree of environmental effects identified by the environmental review completed for the proposed project described in Part 1 of this request, I have found that the proposal ☐ did ☑ did not require the preparation and dissemination of an environmental impact statement.
4. The responsible entity has disseminated and/or published in the manner prescribed by 24 CFR 58.43 and 58.55 a notice to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy (copies) or evidence of posting and mailing procedure.
5. The dates for all statutory and regulatory time periods for review, comment or other action are in compliance with procedures and requirements of 24 CFR Part 58.
6. In accordance with 24 CFR 58.71(b), the responsible entity will advise the recipient (if different from the responsible entity) of any special environmental conditions that must be adhered to in carrying out the project.

As the duly designated certifying official of the responsible entity, I also certify that:

7. I am authorized to and do consent to assume the status of Federal official under the National Environmental Policy Act of 1969 and each provision of law designated in the 24 CFR 58.5 list of NEPA-related authorities insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the responsible entity.
8. I am authorized to and do accept, on behalf of the recipient personally, the jurisdiction of the Federal courts for the enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

Signature of Certifying Officer of the Responsible Entity	Title of Certifying Officer
X	HIDALGO COUNTY JUDGE
	Date signed

Address of Certifying Officer

1615 SOUTH CLOSNER, SUITE J
EDINBURG TEXAS 78539

Part 3. To be completed when the Recipient is not the Responsible Entity

The recipient requests the release of funds for the programs and activities identified in Part 1 and agrees to abide by the special conditions, procedures and requirements of the environmental review and to advise the responsible entity of any proposed change in the scope of the project or any change in environmental conditions in accordance with 24 CFR 58.71(b).

Signature of Authorized Officer of the Recipient	Title of Authorized Officer
X	Date signed

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

AI-24849 **13.A.**

Purchase Three (3) Buses

CC REGULAR

Date:	01/25/2011
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Discussion/Approval to Purchase Three (3) School Buses Through the Hidalgo County's Membership/Participation with the Texas Procurement and Support Services Commission (TPASS) not to Exceed $160,000.00 including Delivery Charges

BACKGROUND

Policy Council Approval: 01.19.11

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Required funding will come from Headstart expansion budget which is additional funding for special projects such as for the purchase of (3) buses.

Attachments

Link: School Buses

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/18/2011 10:14 AM	APRV
2	Roland Garcia	Rolando Garcia	01/21/2011 08:04 AM	APRV
3	Auditor's Office	Linda Fong	01/21/2011 05:13 PM	APRV
4	Purchasing Department		01/21/2011 05:21 PM	NEW

Form Started By: Linda Galaviz — Started On: 01/14/2011 10:28 AM

Final Approval Date: 01/21/2011

Hidalgo County Head Start Program
Policy Council Agenda

DATE: January 19, 2011

SUBJECT: Discussion/Approval to Purchase Three (3) School Buses Through the Hidalgo County's Membership/Participation With the Texas Procurement and Support Services Commission (TPASS) not to Exceed $160,000, including delivery charges

RATIONALE/NEED: Additional buses needed to serve the children with much needed transportation services.

RECOMMENDATION: Administration recommends approval.

COST: $160,000.00

RELATED INFORMATION INCLUDED: Memo

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INITIATED BY: Ambrosio Tovar, Procurement Director A. Tovar

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: Teresa Flores

HIDALGO COUNTY HEAD START PROGRAM

P. O. BOX 0117 ♠ EDINBURG, TEXAS 78540-0117 ♠ TEL: (956) 383-0706 ♠ FAX: (956) 380-2588

To: Edmundo Garcia, Assistant Director

From: Ambrosio Tovar, Procurement Director

Date: January 5, 2011

Sub: School Bus Request – Texas Procurement and Support Services

We would like to request approval to use the Hidalgo County's membership /participation with the Texas Procurement and Support Services (TPASS) to facilitate the purchase of three school buses. TPASS obtains the bids from different bus manufacturers and they recommend the manufacturers that will give us the best price for the product.

Mr. Oscar Palacios and Mr. Oliver Solis have submitted the specifications for the school buses. See the attached specifications.

The required funds for this purchase of $160,000 will be from the expansion budget. These are 30 passenger buses, but these buses will have the integrated child restraint system included which reduces the seating capacity to sixteen (16) passengers. We estimate (based on the specifications) that each bus will cost about $52,622.00 plus delivery charges.

Should you have any questions please let me know.

Thank you.

Bus Type	Base Package & Option Number	Item Description Class 071 Item 16	Chassis Make / Model / Year	Year	Per Mile Cost for Delivery	Unit Price
TYPE A 30 Pass	BASE PKG	TYPE A - 30 PASSENGER - STANDARD CONFIGURATION		2011	1.35	$45,119.00
	2	ALTERNATOR: 220 AMPS				$1,034.00
	28	AIR CONDITIONING				$3,780.00
	50	REFLECTIVE MATERIAL FOR BUMPER: FRONT BUMPER				$55.00
	50A	REFLECTIVE MATERIAL FOR BUMPER: REAR BUMPER				$55.00
	55	SEATING, PASENGER, WITH INTERGRATED CHILD RESTRAINT SYSTEM				$2,279.00
	62.B	STATE INSPECTION AND STICKER: DOT COMMERCIAL INSPECTION				$115.00
	63.A	STOP ARM - HIGHER VISABILITY: STROBE LIGHT				$185.00
	75	WINDOW GLASS, DARK TINT, PASSENGER SIDE WINDOWS				$0.00
	77	LETTERING FOR TWO SIDES OF THE BUS				$0.00

$52,622.00

AI-24855 **13.B.**

On-Site Monitoring Review

CC REGULAR

Date:	01/25/2011
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Notification of On-Site Monitoring Review

BACKGROUND

Policy Council Approval: 01.19.11

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact. On Site Monitoring from the Office of Head Start.

Attachments

Link: On-Site Review

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/18/2011 10:15 AM	APRV
2	Roland Garcia	Rolando Garcia	01/20/2011 10:27 AM	APRV
3	Auditor's Office	Linda Fong	01/21/2011 05:11 PM	APRV
4	Purchasing Department		01/21/2011 05:21 PM	NEW

Form Started By: Linda Galaviz — Started On: 01/14/2011 10:59 AM

Final Approval Date: 01/21/2011

DANYA INTERNATIONAL, INC.
SHAPING HEALTHY FUTURES

A Health Communications and Technology Company

December 13, 2010

Ms. Teresa Flores
Hidalgo County Head Start Program / 06CH0183
1901 W State Highway 107
McAllen, TX 78504-9552

Dear **Ms. Teresa Flores:**

This is to inform you that the Office of Head Start (OHS) will conduct an On-site Monitoring Review of **Hidalgo County Head Start Program / 06CH0183** during the week of **01/30/11-02/04/11**. The Review Team Leader (RTL) assigned to your review is **Ms. Maureen Patrick**. Your RTL will contact you soon to confirm the schedule for on-site activities and discuss any pertinent issues.

The FY 2011 Head Start Monitoring Protocol provides detailed information about all aspects of the monitoring process. This Protocol is available on line at http://eclkc.ohs.acf.hhs.gov/hslc/Program Design and Management/Head Start Requirements/FY 2008 OHS Monitoring Protocol.

The Office of Head Start is committed to provide a uniform, comprehensive, and objective monitoring process in order to ensure quality for all Head Start and Early Head Start programs. Thank you for your contribution to that effort. If you have questions or require assistance of any kind, please email me at sprice@danya.com. Also, please note that you can contact us on our toll free number at (800) 518-1932.

Sincerely,

Sandra Price

Director, Review Scheduling & Planning
Head Start Monitoring and Review
Danya International, Inc.

cc: Mr. Rene D. Ramirez

AI-24854 **13.C.**

Lease Agreement for Three (3) Copiers

CC REGULAR

Date:	01/25/2011
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Discussion/Approval on Request to Enter Into a Thirty-Six (36) Month New Copier Lease Agreement for Three (3) Copiers Using the Hidalgo's County Participation/Membership in The State of Texas Department of Information Resources (DIR) Awarded Vendor, Toshiba Business Solutions, Contract DIR-SDD-521

BACKGROUND

Policy Council Approval: 01.19.11

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

available funding from Headstart program funds as per procurement department.

Attachments

Link: Lease for Three Copiers

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/18/2011 10:14 AM	APRV
2	Roland Garcia	Rolando Garcia	01/21/2011 08:25 AM	APRV
3	Auditor's Office	Angela Garcia	01/21/2011 05:21 PM	APRV

Form Started By: Linda Galaviz — Started On: 01/14/2011 10:53 AM

Final Approval Date: 01/21/2011

Hidalgo County Head Start Program
Policy Council Agenda

DATE: January 19, 2011

SUBJECT: Discussion/Approval on Request to Enter into a Thirty-Six (36) Month New Copier Lease Agreement for Three (3) Copiers Using the Hidalgo's County Participation/Membership in The State of Texas Department of Information Resources (DIR) Awarded Vendor, Toshiba Business Solutions, Contract DIR-SDD-521

RATIONALE/NEED: This would allow the leasing of the best pre-bided prices on copiers under the State of Texas Department of Information Resources (DIR).

RECOMMENDATION: Administration recommends approval.

COST: Approximately $16,101.84/Year

RELATED INFORMATION INCLUDED: Participant Info/Memo

****

INITIATED BY: Ambrosio Tovar, Procurement Director A. Tovar

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: Teresa Flores

HIDALGO COUNTY HEAD START PROGRAM

P. O. BOX 0117 ♠ EDINBURG, TEXAS 78540♠ TEL: (956) 383-0706 ♠ FAX: (956) 380-2588

TO: Edmundo Garcia, Assistant Program Director

FROM: Ambrosio Tovar, Procurement Director A. Tovar

DATE: January 11, 2011

SUBJ: Renewal of Copier Lease Agreement

It is time to renew the lease agreement for the two (2) copiers used in the administrative office. One of these copiers is located upstairs conference room and the other is located downstairs in the administrative copy room. We are looking into replacing these two copiers and adding a third copier for the human resource office. The current lease will expire on February 2011. Notice has been given to the leasing company that we are not renewing the current lease and are opting to start a new lease on three new state of the art copiers for an additional three (3) years.

The new models will be one (1) E-Studio 555 which will print 55 copies per minute. The other two (2) copiers will be an E-Studio 5520ct. These will also print 55 copies per minute with capability of printing color copies.

All maintenance and toner supplies are included in the agreement with a combined copy allowance of 20,000 per copier, per month. Any overage will be at the rate of .00506 for the E-Studio 555 and .00825 for the E-Studio 5520ct. We only need to supply the paper. The old lease has been with this same company and they have always provided excellent service on repairs and supplies.

Should you have any questions please call me. Thank you.

All

Home | Co-op Contracts | Texas.gov | Security | DCS | CTS



< Return to search results

Toshiba Business Solutions - Texas

URL Vendor Website
Vendor ID 1743084927700
HUB Type Non HUB

DIR Contract Number DIR-SDD-521
Contract Term End Date 4/30/2011
Contract Exp Date 4/30/2011

Toshiba Business Solutions - Texas
Contact Rodney Bowles
Phone 210-357-2600 x161
Fax 210-357-2665

DIR
Contact Sergio Upton
Phone (512) 936-3101
Fax (512) 475-4759

Contract Overview

Get Adobe Reader

Contract: DIR-SDD-521

Standard Terms and Conditions PDF - 165 KB
This appendix contains the standard DIR Terms and Conditions for the contract as of the date identified. Any initial exceptions to these Terms will be contained in the original contract. All subsequent changes or updates to the Terms and Conditions will be reflected in contract amendments.

HUB Subcontracting Plan (HSP) PDF - 79 KB | Updated 06/10/2010
The purpose of the HUB Program is to promote full and equal business opportunities for all businesses in State contracting in accordance with the goals specified in the State of Texas Disparity Study. The HSP identifies all authorized resellers and/or all subcontractors performing services.

Pricing: Pricing Appendix
Pricing for available products and/or services are limited to those identified in the pricing section of the main contract document listed above.

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< No thanks, return to search

TOSHIBA
BUSINESS SOLUTIONS
New Mexico
Texas

LES ORDER FORM

ɔtzebue
ınio, Texas 78217
10.357.2600
.357.2630

Sales Representative:

CUSTOMER NUMBER	ORDER DATE
514040	1/11/2011

CUSTOMER INFORMATION

Bill to Number:	210358		Ship to Number:	210200	
Customer Name:	HIDALGO COUNTY HEAD START		Customer Name:	HIDALGO COUNTY HEAD START	
Billing Address:	PO BOX 117	Address 2:	Shipping Address:	1901 WEST STATE HIGHWAY 107	
City, State:	EDINBURG, TX	Zip: 78540	City, State-Zip:	MC ALLEN, TX 78504	
Phone #:	956 380 4149	Ext. / Fax #: 956 381 0439	Phone #:	956 380 4149	Ext. / Fax #:
Customer PO #:		Business Type: Government	Delivery Date:	Shipping:	Terms:

MOVEMENT STATUS

- ☐ Demo Equipment
- ☐ Sale/Cash
- ☐ Machine P/U Request
- ☐ Customer Loaner
- ☐ Move Customer Equip.
- ☐ Supply
- ☑ Lease
- ☐ Rental
- ☐ Other:

Delivery Contact: Ambrosio Tovar
Telephone #:
Delivery Hours:
Stairs: Yes ___ No X
Meters: ☐ Black Beg. ___ End ___ ☐ Color Beg. ___ End ___ ☐ Scans Beg. ___ End ___

EQUIPMENT AND SUPPLIES

QTY.	EQUIPMENT & ACCESSORIES	PRODUCT NUMBER	SERIAL NUMBER	UNIT PRICE	AMOUNT
1	E-Studio 555	ESTUDIO555			$ -
1	Connectivity				$ -
1	Data Overwrite Enabler	GP1070			$ -
1	Fax Board (for 110V Machines)	GD1250			$ -
1	Finisher, 50 Sheet	MJ1027			$ -
1	Installation				$ -
1	Surge Protector	ESP-D5141NT			$ -

QTY.	SUPPLIES	PRODUCT NUMBER	SERIAL NUMBER	UNIT PRICE	AMOUNT
4	Toner	T8550			$ -
1	Developer	6LE19277000			$ -
	STATE OF TEXAS				
	DIR CONTRACT # DIR-SDD-521				
	36 MO W/SERVICE			$ 358.85	
	includes 20000 mo / .00506				
	includes return of current equipment to leasing co				

REQUIRED: See Attached Premium GMA - Acceptance or Declination Signature Block Must Be Signed by Customer.

SPECIAL INSTRUCTIONS

Sub Total	$ -
Installation	
Freight	
Taxable Total	$ -
Sales Tax %	
Tax Paid	$ -
Cash Paid	
Trade In Allowance	
Total	$ -
UCC Fee	

Model Trade-in: Serial Number: Equip. ID:
Sales Manager: Office Branch: Date:
Customer Name: (Please Print) Customer Name: (Signature)

Terms and Conditions

By signing this agreement, the customer acknowledges that he/she has read and understood the terms and conditions of this agreement.

1. **Limited Warranty.** The seller warrants that the goods to be delivered will be of the kind and quality described in this Agreement and will be free of defects in workmanship or material. Should any failure to conform to this warranty appear within ninety (90) days after the initial date of installation in the case of new goods, or thirty (30) days after the initial date of installation in the case of used or reconditioned goods, the seller at it's option, shall correct such defects by suitable repair or replacement at its own expense, upon notification thereof and substantiation that the goods have been stored, installed, maintained, and operated in accordance with the Seller's recommendations or standard industry practice. The foregoing warranty does not apply to consumable parts such as, but not limited to, drums, cleaning brushes, filters, developer, toner, heat and oiller tubes, pressure pads, lamps, lenses and fuses.

This warranty is exclusive and is in lieu of any warranty of merchantability, fitness for a particular purpose or other warranty of quality, whether express or implied, except of title and against patent infringement. Correction of non-conformities, in the manner and for the period of time provided above, shall constitute fulfillment of all liabilities of the Seller to the Customer with respect to, or arising out of the goods, whether based on contract,

TOSHIBA
BUSINESS SOLUTIONS
New Mexico
Texas

LES ORDER FORM

tzebue
nio, Texas 78217
10.357.2600
.357.2630

Sales Representative:

CUSTOMER NUMBER	ORDER DATE
514040	1/11/2011

CUSTOMER INFORMATION

Bill to Number:	210358		Ship to Number:	210200	
Customer Name:	HIDALGO COUNTY HEAD START		Customer Name:	HIDALGO COUNTY HEAD START	
Billing Address:	PO BOX 117	Address 2:	Shipping Address:	1901 WEST STATE HIGHWAY 107	
City, State:	EDINBURG, TX	Zip: 78540	City, State-Zip:	MC ALLEN, TX 78504	
Phone #:	956 380 4149	Ext. Fax #: 956 381-0439	Phone #:	Ext.	Fax #:
Customer PO #:		Business Type: Government	Delivery Date:	Shipping:	Terms:

MOVEMENT STATUS

- ☐ Demo Equipment
- ☐ Sale/Cash
- ☐ Machine P/U Request
- ☐ Customer Loaner
- ☐ Move Customer Equip.
- ☐ Supply
- ☐ Lease
- ☐ Rental
- ☐ Other:

Delivery Contact: Ambrosio Tovar
Telephone #: 956 380 4120
Delivery Hours:
Stairs: Yes ___ No X
Meters: ☐ Black Beg. ___ End ___ ☐ Color Beg. ___ End ___ ☐ Scans Beg. ___ End ___

EQUIPMENT AND SUPPLIES

QTY.	EQUIPMENT & ACCESSORIES	PRODUCT NUMBER	SERIAL NUMBER	UNIT PRICE	AMOUNT
2	E-Studio 5520ct	e studio 5520ct			$ -
2	Connectivity, EStudio 5520c,6520c,6530c	CNTLABOR/TNT			$ -
2	Delivery/Installation, EStudio 5520c,6520c,6530c	INSTALLATION			$ -
1	Finisher, Saddle Stitch	MJ1104			$ -
2	Hole Punch, For MJ1103 & MJ1104 Finisher	MJ6102			$ -
2	Surge Protector, 20AMP, Network	ESP-D5143NT			$ -
2	data overwrite	GP1070			$ -
1	FINISHER	MJ1103			$ -

QTY.	SUPPLIES	PRODUCT NUMBER	SERIAL NUMBER	UNIT PRICE	AMOUNT
1	Set Up Kit, EStudio 5520c,6520c.6530c	ES5520/6520/6530KIT			$ -
	STATE OF TEXAS				
	36 MO. DIR CONTRACT # DIR-SDD-521			$ 982.97	
	includes all parts,labor, netwk install				
	20,0000 each mo. Overage @ .00825				
	all color @ .05225				
	includes return of current equipment to leasing co				

REQUIRED: See Attached Premium GMA - Acceptance or Declination Signature Block Must Be Signed by Customer.

SPECIAL INSTRUCTIONS

Sub Total	$ -
Installation	
Freight	
Taxable Total	$ -
Sales Tax %	
Tax Paid	$ -
Cash Paid	
Trade In Allowance	
Total	$ -
UCC Fee	

Model Trade-in: Serial Number: Equip. ID:
Sales Manager: Office Branch: Weslaco Date:
Customer Name: (Please Print) Customer Name: (Signature)

Terms and Conditions

By signing this agreement, the customer acknowledges that he/she has read and understood the terms and conditions of this agreement.

1. **Limited Warranty.** The seller warrants that the goods to be delivered will be of the kind and quality described in this Agreement and will be free of defects in workmanship or material. Should any failure to conform to this warranty appear within ninety (90) days after the initial date of installation in the case of new goods, or thirty (30) days after the initial date of installation in the case of used or reconditioned goods, the seller at it's option, shall correct such defects by suitable repair or replacement at its own expense, upon notification thereof and substantiation that the goods have been stored, installed, maintained, and operated in accordance with the Seller's recommendations or standard industry practice. The foregoing warranty does not apply to consumable parts such as, but not limited to, drums, cleaning brushes, filters, developer, toner, heat and oiler tubes, pressure pads, lamps, lenses and fuses.

This warranty is exclusive and is in lieu of any warranty of merchantability, fitness for a particular purpose or other warranty of quality, whether express or implied, except of title and against patent infringement. Correction of non-conformities, in the manner and for the period of time provided above, shall constitute fulfillment of all liabilities of the Seller to the Customer with respect to, or arising out of the goods, whether based on contract

AI-24850 **13.D.**

Service Contract for Rugged Handsets and Cellular Phones

CC REGULAR

Date:	01/25/2011
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Discussion/Approval on Request to Enter Into a Service Contact for Fifty-Five (55) Samsung Convoy Rugged Handsets, Seven (7) Samsung Convoy Rugged Cellular Phones with 3,500 Shared Minutes Through the Hidalgo County's Membership/Participation in the State of Texas Department of Information Resources (DIR) Awarded Vendor, Verizon Wireless (DIR Contract Number DIR-SDD-604)

BACKGROUND

Policy Council Approval: 01.19.11

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

funding is available through Headstart program funds as per procurement department.

Attachments

Link: Rugged Handsets and Cell Phones

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/18/2011 10:39 AM	APRV
2	Roland Garcia	Rolando Garcia	01/21/2011 08:23 AM	APRV
3	Auditor's Office		01/21/2011 05:21 PM	NEW
Form Started By: Linda Galaviz			Started On: 01/14/2011 10:33 AM	
Final Approval Date: 01/21/2011				

Hidalgo County Head Start Program
Policy Council Agenda

DATE: January 19, 2011

SUBJECT: Discussion/Approval on Request to Enter into a Service Contract for Fifty-Five (55) Samsung Convoy Rugged Handsets, Seven (7) Samsung Convoy Rugged Cellular Phones with 3,500 Shared Minutes through the Hidalgo County's Membership/ Participation in the State of Texas Department of Information Resources (DIR) Awarded Vendor, Verizon Wireless (DIR Contract Number DIR-SDD-604)

RATIONALE/NEED: The current communication system being used is unreliable in remote areas of the county. There will be an annual cost savings of $7,959.36.

RECOMMENDATION: Administration recommends approval.

COST: $12,412.56 per year

RELATED INFORMATION INCLUDED: Memo/Proposal/List of Employees Assigned Cell Phones or Radios/Wireless Device Request Form W.1.3

****

INITIATED BY: Ambrosio Tovar, Procurement Director

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: Teresa Flores

HIDALGO COUNTY HEAD START PROGRAM

P. O. BOX 0117 ♠ EDINBURG, TEXAS 78540♠ TEL: (956) 383-0706 ♠ FAX: (956) 381-0439

TO: Edmundo Garcia, Assistant Director

FROM: Ambrosio Tovar, Procurement Director A. Tovar

DATE: January 6, 2011

SUBJ: Radio/Cell Phones – Verizon Wireless

We have obtained a proposal from Verizon (7) cell phones and fifty-five (55) radios. The purpose of these cell phones is for use by the Field Services Director and Coordinator, the Safety Officer and the four Educational Area Directors. The fifty-five (55) radios will be used by the bus drivers and field maintenance staff, and the computer staff.

Head Start covers the whole county and in some remote areas communication is very difficult. It is vital that the bus drivers have a good radio to communicate in time of distress while transporting the children. We have tested the Verizon phone/radios and the reception quality is very good.

Verizon Wireless is being recommended as the vendor to supply the cell phones and radios. The vendor is listed under the Department of Information Resources (DIR). Verizon is a DIR Vendor.

The start-up cost for these phones is zero. This plan would replace the current plan that we have in place. One major benefit would be that we would be saving on an average of $7,959.36 per year. Also the phones/radios are replaced every ten months at no cost. This plan would allow us to have the phones/radios shut off when not in use during the summer time. This feature will save the agency additional money during the summer months.

Should you have any questions please let me know.

Thank you.

SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

Wireless Proposal for: Hidalgo County Headstart

Code	Rate Plan:	# of Lines	Discounted Monthly Access	Included Minutes	Overage	Monthly Cost	Yearly Cost
73622	STATE OF TEXAS LOCAL DIGITAL CHOICE SHARE 500 ANYTIME UNL IN & N&W $34.99 (No Discounts App	7	$34.99	3,500	$0.35	$244.93	$2,939.16
73343	STATE OF TEXAS LOCAL DIGITAL CHOICE FLAT RATE $3.99 $0.08 PER MIN 0707 (REVISED COST)	55	$3.99	0	$0.08	$219.45	$2,633.40
			#N/A	0	$0.00	$0.00	$0.00
	Total	62	#N/A	3500		$464.38	$5,572.56

Code	Features	# of Lines	Discounted Monthly Access	Monthly Cost	Yearly Cost
73869	PTT Enterprise for State of Texas Local	57	$10.00	$570.00	$6,840.00
		0	$0.00	$0.00	$0.00
		0	$0.00	$0.00	$0.00
	Total	57	$10.00	$570.00	$6,840.00

Rate Plan & Feature Estimated Yearly Cost: **$12,412.56**

Device	# of Lines	Cost per Unit	Total
Samsung Convoy™ - Customer Provided	57		$0.00
			$0.00
			$0.00
Total	57	$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 ciscounts 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 rot available in all areas. Full terms and conditions, along with additional price plans offered by Verizon Wireless can be found on the http://www.dir.state.tx.us/ internet website. Price quotes do not reflect Federal Universal Service and Regulatory Fees, charges, or pass-through assessments. Pelase see information on Regulatory Surchases and Fees below for additional detials.

Al 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 disccunted and are in effect through 04/03/11 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.

Hidalgo County Head Start Program
Policy Council Agenda

List of Employees Assigned Cell Phones or Radios

Department: Head Start

Qty	Description:	User Employee #	Service Total:	Equip Total:
1	Cell Phone/ Radio	Oscar Palacios #000511	Nationwide Talk 500 Shared Plan $44.99 + Taxes/Fees $5.00 per month.	$0
1	Cell Phone/ Radio	Oliver Solis #003339	Nationwide Talk 500 Shared Plan $44.99 + Taxes/Fees $5.00 per month.	$0
1	Cell Phone	Noemi Flores #004006	Nationwide Talk 500 Shared Plan $44.99 + Taxes/Fees $5.00 per month.	$0
1	Cell Phone	Azucena Saenz #002909	Nationwide Talk 500 Shared Plan $44.99 + Taxes/Fees $5.00 per month.	$0
1	Cell Phone	Homero Carrera #002772	Nationwide Talk 500 Shared Plan $44.99 + Taxes/Fees $5.00 per month.	$0
1	Cell Phone	Juanita Navarro #003388	Nationwide Talk 500 Shared Plan $44.99 + Taxes/Fees $5.00 per month.	$0
1	Cell Phone	Sandra Renteria #003387	Nationwide Talk 500 Shared Plan $44.99 + Taxes/Fees $5.00 per month.	$0
1	Radio	Darlene Garza #003519	Fat Rate plan w Push to Talk $13.99 + $2.00 Taxes/Fees per month= $14.01	$0
1	Radio	Cassandra Castillo #003952	Fat Rate plan w Push to Talk $13.99 + $2.00 Taxes/Fees per month= $14.01	$0
1	Radio	Myra Lopez #004318	Fat Rate plan w Push to Talk $13.99 + $2.00 Taxes/Fees per month= $14.01	$0
1	Radio	Dean Sturdavant #004009	Fat Rate plan w Push to Talk $13.99 + $2.00 Taxes/Fees per month= $14.01	$0
1	Radio	Efrain Maldonado #003340	Fat Rate plan w Push to Talk $13.99 + $2.00 Taxes/Fees per month= $14.01	$0
1	Radio	Joaquin Jimenez #003920	Fat Rate plan w Push to Talk $13.99 + $2.00 Taxes/Fees per month= $14.01	$0
1	Radio	Juan De La Rosa #003788	Fat Rate plan w Push to Talk $13.99 + $2.00 Taxes/Fees per month= $14.01	$0
1	Radio	Sergio Martinez #003748	Fat Rate plan w Push to Talk $13.99 + $2.00 Taxes/Fees per month= $14.01	$0
1	Radio	Hector Becho #002603	Fat Rate plan w Push to Talk $13.99 + $2.00 Taxes/Fees per month= $14.01	$0
	Radio	Ralph Badillo #003885	Fat Rate plan w Push to Talk $13.99 + $2.00 Taxes/Fees per month= $14.01	$0
1	Radio	Jose Corona #003046	Fat Rate plan w Push to Talk $13.99 + $2.00 Taxes/Fees per month= $14.01	$0
1	Radio	Jesse Palos #002591	Fat Rate plan w Push to Talk $13.99 + $2.00 Taxes/Fees per month= $14.01	$0
1	Radio	Victor Martinez #000027	Fat Rate plan w Push to Talk $13.99 + $2.00 Taxes/Fees per month= $14.01	$0
1	Radio	Jerome Garcia #000958	Fat Rate plan w Push to Talk $13.99 + $2.00 Taxes/Fees per month= $14.01	$0
1	Radio	Daniel Garza #003884	Fat Rate plan w Push to Talk $13.99 + $2.00 Taxes/Fees per month= $14.01	$0
1	Radio	Rigoberto Hernandez #003937	Fat Rate plan w Push to Talk $13.99 + $2.00 Taxes/Fees per month= $14.01	$0
1	Radio	Sergio Zertuche #003930	Fat Rate plan w Push to Talk $13.99 + $2.00 Taxes/Fees per month= $14.01	$0
1	Radio	Pedro Castorena #004222	Fat Rate plan w Push to Talk $13.99 + $2.00 Taxes/Fees per month= $14.01	$0
1	Radio	Rolando Jimenez #003941	Fat Rate plan w Push to Talk $13.99 + $2.00 Taxes/Fees per month= $14.01	$0
1	Radio	Gilbert Valdez #003670	Fat Rate plan w Push to Talk $13.99 + $2.00 Taxes/Fees per month= $14.01	$0
1	Radio	Antonio Chavez #004025	Fat Rate plan w Push to Talk $13.99 + $2.00 Taxes/Fees per month= $14.01	$0
1	Radio	Juan Rodriguez #004261	Fat Rate plan w Push to Talk $13.99 + $2.00 Taxes/Fees per month= $14.01	$0
1	Radio	Genaro Hernandez #004107	Fat Rate plan w Push to Talk $13.99 + $2.00 Taxes/Fees per month= $14.01	$0
1	Radio	Gloria Lopez #004258	Fat Rate plan w Push to Talk $13.99 + $2.00 Taxes/Fees per month= $14.01	$0
1	Radio	Jose Compean #004226	Fat Rate plan w Push to Talk $13.99 + $2.00 Taxes/Fees per month= $14.01	$0
1	Radio	Dora Rea #003348	Fat Rate plan w Push to Talk $13.99 + $2.00 Taxes/Fees per month= $14.01	$0

Department: Head Start Page 2				
Qty	Description:	User Employee #	Service Total:	Equip Total:
1	Radio	Olga Herrera #002764	Fat Rate plan w Push to Talk $13.99 + $2.00 Taxes/Fees per month= $14.01	$0
1	Radio	Salvador Mata #002379	Fat Rate plan w Push to Talk $13.99 + $2.00 Taxes/Fees per month= $14.01	$0
1	Radio	David Davila #002765	Fat Rate plan w Push to Talk $13.99 + $2.00 Taxes/Fees per month= $14.01	$0
1	Radio	Javier Lopez #004065	Fat Rate plan w Push to Talk $13.99 + $2.00 Taxes/Fees per month= $14.01	$0
1	Radio	Alberto Torres #003509	Fat Rate plan w Push to Talk $13.99 + $2.00 Taxes/Fees per month= $14.01	$0
1	Radio	Jose Santos #004219	Fat Rate plan w Push to Talk $13.99 + $2.00 Taxes/Fees per month= $14.01	$0
1	Radio	Noe Garcia #004187	Fat Rate plan w Push to Talk $13.99 + $2.00 Taxes/Fees per month= $14.01	$0
1	Radio	Alfredo Ayala #003019	Fat Rate plan w Push to Talk $13.99 + $2.00 Taxes/Fees per month= $14.01	$0
1	Radio	Jesse Garcia #002133	Fat Rate plan w Push to Talk $13.99 + $2.00 Taxes/Fees per month= $14.01	$0
1	Radio	Ernesto Sambrano #002976	Fat Rate plan w Push to Talk $13.99 + $2.00 Taxes/Fees per month= $14.01	$0
1	Radio	Jaime Cantu #002455	Fat Rate plan w Push to Talk $13.99 + $2.00 Taxes/Fees per month= $14.01	$0
1	Radio	Felix Rendon #001942	Fat Rate plan w Push to Talk $13.99 + $2.00 Taxes/Fees per month= $14.01	$0
1	Radio	Ramon Esquivel #003897	Fat Rate plan w Push to Talk $13.99 + $2.00 Taxes/Fees per month= $14.01	$0
1	Radio	Francisco Saucedo #003840	Fat Rate plan w Push to Talk $13.99 + $2.00 Taxes/Fees per month= $14.01	$0
1	Radio	Lilian Vela #004106	Fat Rate plan w Push to Talk $13.99 + $2.00 Taxes/Fees per month= $14.01	$0
1	Radio	Gilbert Gomez #001060	Fat Rate plan w Push to Talk $13.99 + $2.00 Taxes/Fees per month= $14.01	$0
1	Radio	Guadalupe Herrera #004068	Fat Rate plan w Push to Talk $13.99 + $2.00 Taxes/Fees per month= $14.01	$0
1	Radio	Jose Sanchez #004227	Fat Rate plan w Push to Talk $13.99 + $2.00 Taxes/Fees per month= $14.01	$0
1	Radio	Jose Martinez #004260	Fat Rate plan w Push to Talk $13.99 + $2.00 Taxes/Fees per month= $14.01	$0
1	Radio	Victor Valdez #003827	Fat Rate plan w Push to Talk $13.99 + $2.00 Taxes/Fees per month= $14.01	$0
1	Radio	Armando Mejia #003667	Fat Rate plan w Push to Talk $13.99 + $2.00 Taxes/Fees per month= $14.01	$0
1	Radio	Mark Galvez #002763	Fat Rate plan w Push to Talk $13.99 + $2.00 Taxes/Fees per month= $14.01	$0
1	Radio	Rachel Escobar #004268	Fat Rate plan w Push to Talk $13.99 + $2.00 Taxes/Fees per month= $14.01	$0
1	Radio	Joel Salazar #004251	Fat Rate plan w Push to Talk $13.99 + $2.00 Taxes/Fees per month= $14.01	$0
1	Radio	Hiberto Cardona #004268	Fat Rate plan w Push to Talk $13.99 + $2.00 Taxes/Fees per month= $14.01	$0
1	Radio	Conrad Cabrera #001665	Fat Rate plan w Push to Talk $13.99 + $2.00 Taxes/Fees per month= $14.01	$0
1	Radio	Antonio Anzaldua #002478	Fat Rate plan w Push to Talk $13.99 + $2.00 Taxes/Fees per month= $14.01	$0
1	Radio	Pedro Hernandez #003900	Fat Rate plan w Push to Talk $13.99 + $2.00 Taxes/Fees per month= $14.01	$0
1	Radio	Marissa Maldonaldo #003965	Fat Rate plan w Push to Talk $13.99 + $2.00 Taxes/Fees per month= $14.01	$0

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: Oscar Palacios Employee ID# 000511 Signature: O Palacios

DEPARTMENT: Hidalgo CO Head Start Program. DEPT #: Field Op. 505

Quantity: 1

Service: $ 44.99 /mo (x) 12 months = $539.88 Account:

Service: $ 0.00 /mo (x) 0 months = $0.00 Account:

Requisition Total: $539.88 **Requisition Number:**

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

Teresa Flores | Teresa Flores | 1-11-11
Signature | Print Name | Date

(4) Executive Office Authorization:

[signature] | Valde Guerra | 1/12/11
Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON WIRELESS LOCAL DIGITAL CHOICE $34.99/MO + PUSH TO TALK $10.00/MO** **O**
☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

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: Oliver Solis Employee ID# 003339 Signature: _____

DEPARTMENT: Hidalgo CO Head Start Program DEPT #: Field Op. 505

Quantity: 1

Service: $ 44.99 /mo (x) 12 months = $539.88 Account: _____-

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: _____-

Requisition Total: $539.88 **Requisition Number:** _____

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

Teresa Flores | Teresa Flores | 1-11-11
Signature | Print Name | Date

(4) Executive Office Authorization:

_____ | Valde Guerra | 1/12/11
Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON WIRELESS LOCAL DIGITAL CHOICE $34.99/MO + PUSH TO TALK $10.00/MO**
☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

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: Noemi Flores Employee ID# 004006 Signature: Noemi Flores

DEPARTMENT: Hidalgo CO. Head Start Program DEPT #: Risk Mgmt. 135

Quantity: 1

Service: $ 34.99 /mo (x) 12 months = $419.88 Account:

Service: $ 0.00 /mo (x) 0 months = $0.00 Account:

Requisition Total: $419.88 **Requisition Number:**

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

Teresa Flores | Teresa Flores | 1-11-11
Signature | Print Name | Date

(4) Executive Office Authorization:

[signature] | Valde Guerra | 1/12/11
Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON WIRELESS STATE OF TEXAS LOCAL DIGITAL CHOICE $34.99/Mo + Taxes & Fees** -or-
☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

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: Azucena Saenz Employee ID# 002909 Signature: _____

DEPARTMENT: Hidalgo CO. Head Start Program DEPT #: Education 205

Quantity: 1

Service: $ 34.99 /mo (x) 12 months = $419.88 Account: _____

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: _____

Requisition Total: $419.88 **Requisition Number:** _____

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

Teresa Flores | Teresa Flores | 1-11-11

Signature | Print Name | Date

(4) Executive Office Authorization:

_____ | Valde Guerra | 1/12/11

Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON WIRELESS STATE OF TEXAS LOCAL DIGITAL CHOICE $34.99/Mo + Taxes & Fees** -or-

☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

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: Homero Carrera Employee ID# 002772 Signature:

DEPARTMENT: Hidalgo CO. Head Start Program DEPT #: Education 205

Quantity: 1

Service: $ 34.99 /mo (x) 12 months = $419.88 Account:

Service: $ 0.00 /mo (x) 0 months = $0.00 Account:

Requisition Total: $419.88 **Requisition Number:**

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

Teresa Flores | Teresa Flores | 1-11-11
Signature | Print Name | Date

(4) Executive Office Authorization:

[signature] | Valde Guerra | 1/12/11
Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON WIRELESS STATE OF TEXAS LOCAL DIGITAL CHOICE $34.99/Mo + Taxes & Fees** -or-
☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

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: Juanita Navarro Employee ID# 003388 Signature: _____

DEPARTMENT: Hidalgo CO. Head Start Program DEPT #: Education 205

Quantity: 1

Service: $ 34.99 /mo (x) 12 months = $419.88 Account: _____

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: _____

Requisition Total: $419.88 **Requisition Number:** _____

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

Teresa Flores | Teresa Flores | 1-11-11
Signature | Print Name | Date

(4) Executive Office Authorization:

_____ | Valde Guerra | 1/12/11
Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON WIRELESS STATE OF TEXAS LOCAL DIGITAL CHOICE $34.99/Mo + Taxes & Fees** -or-
☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

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: Sandra Renteria Employee ID# 003387 Signature: Sandra C. Renteria

DEPARTMENT: Hidalgo CO. Head Start Program DEPT #: Education 205

Quantity: 1

Service: $ 34.99 /mo (x) 12 months = $419.88 Account:

Service: $ 0.00 /mo (x) 0 months = $0.00 Account:

Requisition Total: $419.88 **Requisition Number:**

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

Teresa Flores — Signature | Teresa Flores — Print Name | 1-11-11 — Date

(4) Executive Office Authorization:

Signature | Valde Guerra — Print Name | 1/12/11 — Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON WIRELESS STATE OF TEXAS LOCAL DIGITAL CHOICE $34.99/Mo + Taxes & Fees** -or-
☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

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: Darlene Garza Employee ID# 003519 Signature: Darlene Garza

DEPARTMENT: Hidalgo CO. Head Start Program DEPT #: Field Op. 505

Quantity: 1

Service: $ 13.99 /mo (x) 12 months = $167.88 Account: _____-

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: _____-

Requisition Total: $167.88 **Requisition Number:** _____

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

Teresa Flores | Teresa Flores | 1-11-11
Signature | Print Name | Date

(4) Executive Office Authorization:

[signature] | Valde Guerra | 1/12/11
Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON WIRELESS PUSH TO TALK $10.00/ MO + TEXAS FLAT RATE $3.99/MO** **-or-**
☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

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: Cassandra Castillo Employee ID# 003952 Signature: Cassandra Castillo

DEPARTMENT: Hidalgo Co. Head Start Program DEPT #: Field Op. 505

Quantity: 1

Service: $ 13.99 /mo (x) 12 months = $167.88 Account: -

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: -

Requisition Total: $167.88 **Requisition Number:**

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

Teresa Flores | Teresa Flores | 1-11-11
Signature | Print Name | Date

(4) Executive Office Authorization:

[signature] | Valde Guerra | 1/12/11
Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON WIRELESS PUSH TO TALK $10.00/ MO + TEXAS FLAT RATE $3.99/MO** **-or-**

☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

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: Myra Lopez Employee ID# 004318 Signature: Myra Lopez

DEPARTMENT: Hidalgo Co. Head Start Program DEPT #: Field Op. 505

Quantity: 1

Service: $ 13.99 /mo (x) 12 months = $167.88 Account: -

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: -

Requisition Total: $167.88 **Requisition Number:**

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

Signature	Print Name	Date
Teresa Flores	Teresa Flores	1-11-11

(4) Executive Office Authorization:

Signature	Print Name	Date
	Valde Guerra	1/12/11

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON WIRELESS PUSH TO TALK $10.00/ MO + TEXAS FLAT RATE $3.99/MO** **-or-**

☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

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: Dean Sturdavant Employee ID# 004009 Signature: Dean Sturdavant

DEPARTMENT: Hidalgo CO. Head Start Program DEPT #: Field Op. 505

Quantity: 1

Service: $ 13.99 /mo (x) 12 months = $167.88 Account: _____

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: _____

Requisition Total: $167.88 **Requisition Number:** _____

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

Teresa Flores | Teresa Flores | 1-11-11
Signature | Print Name | Date

(4) Executive Office Authorization:

[signature] | Valde Guerra | 1/12/11
Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON WIRELESS PUSH TO TALK $10.00/ MO + TEXAS FLAT RATE $3.99/MO** **-or-**
☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

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: Efrain Maldonado Employee ID# 003340 Signature: [signature]

DEPARTMENT: Hidalgo CO. Head Start Program DEPT #: Field Op. 505

Quantity: 1

Service: $ 13.99 /mo (x) 12 months = $167.88 Account: -

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: -

Requisition Total: $167.88 **Requisition Number:**

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

[signature] Teresa Flores 1-11-11
Signature Print Name Date

(4) Executive Office Authorization:

[signature] Valde Guerra 1/12/11
Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON WIRELESS PUSH TO TALK $10.00/ MO + TEXAS FLAT RATE $3.99/MO** **-or-**
☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

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: Joaquin Jimenez Employee ID# 003920 Signature: _____

DEPARTMENT: Hidalgo CO. Head Start Program DEPT #: Field Op. 505

Quantity: 1

Service: $ 13.99 /mo (x) 12 months = $167.88 Account: _____-

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: _____-

Requisition Total: $167.88 **Requisition Number:** _____

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

Teresa Flores | Teresa Flores | 1-11-11
Signature | Print Name | Date

(4) Executive Office Authorization:

_____ | Valde Guerra | 1/12/11
Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON WIRELESS PUSH TO TALK $10.00/ MO + TEXAS FLAT RATE $3.99/MO** **-or-**
☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

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: Juan de la Rosa Employee ID# 003788 Signature: JdlR

DEPARTMENT: Hidalgo CO. Head Start Program DEPT #: Field Op. 505

Quantity: 1

Service: $ 13.99 /mo (x) 12 months = $167.88 Account: -

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: -

Requisition Total: $167.88 **Requisition Number:**

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

Teresa Flores — Signature
Teresa Flores — Print Name
1-11-11 — Date

(4) Executive Office Authorization:

Signature
Valde Guerra — Print Name
1/12/11 — Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON WIRELESS PUSH TO TALK $10.00/ MO + TEXAS FLAT RATE $3.99/MO** -or-

☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

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: Sergio Martinez Employee ID# 003748 Signature: [signature]

DEPARTMENT: Hidalgo CO. Head Start Program DEPT #: Field Op. 505

Quantity: 1

Service: $ 13.99 /mo (x) 1 months = $13.99 Account: _____-

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: _____-

Requisition Total: $13.99 **Requisition Number:** _____

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

Signature	Print Name	Date
[signature]	Teresa Flores	1-11-11

(4) Executive Office Authorization:

Signature	Print Name	Date
[signature]	Valde Guerra	1/12/11

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON WIRELESS PUSH TO TALK $10.00/ MO + TEXAS FLAT RATE $3.99/MO** **-or-**

☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

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: Hector Becho Employee ID# 002603 Signature:

DEPARTMENT: Hidalgo CO. Head Start Program DEPT #: Field Op. 505

Quantity: 1

Service: $ 13.99 /mo (x) 12 months = $167.88 Account: -

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: -

Requisition Total: $167.88 **Requisition Number:**

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

Teresa Flores | Teresa Flores | 1-11-11
Signature | Print Name | Date

(4) Executive Office Authorization:

Signature | Valde Guerra | 1/12/11
Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON WIRELESS PUSH TO TALK $10.00/ MO + TEXAS FLAT RATE $3.99/MO** -or-
☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

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: Ralph Badillo Employee ID# 003885 Signature: Ralph Badillo

DEPARTMENT: Hidalgo CO. Head Start Program DEPT #: Field Op. 505

Quantity: 1

Service: $ 13.99 /mo (x) 12 months = $167.88 Account: _____-

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: _____-

Requisition Total: $167.88 **Requisition Number:** _____

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

Teresa Flores Teresa Flores 1-11-11
Signature Print Name Date

(4) Executive Office Authorization:

_____ Valde Guerra 1/12/11
Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON WIRELESS PUSH TO TALK $10.00/ MO + TEXAS FLAT RATE $3.99/MO** **-or-**

☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

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 Corona Employee ID# 003046 Signature: Jose Corona

DEPARTMENT: Hidalgo CO. Head Start Program DEPT #: Field Op. 505

Quantity: 1

Service: $ 13.99 /mo (x) 12 months = $167.88 Account: -

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: -

Requisition Total: $167.88 **Requisition Number:**

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

Signature	Print Name	Date
Teresa Flores	Teresa Flores	1-11-11

(4) Executive Office Authorization:

Signature	Print Name	Date
	Valde Guerra	1/12/11

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON WIRELESS PUSH TO TALK $10.00/ MO + TEXAS FLAT RATE $3.99/MO** -or-

☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

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: Jesus Palos Employee ID# 002591 Signature: [signature]

DEPARTMENT: Hidalgo CO. Head Start Program DEPT #: Field Op. 505

Quantity: 1

Service: $ 13.99 /mo (x) 12 months = $167.88 Account: _____

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: _____

Requisition Total: $167.88 **Requisition Number:** _____

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

Signature	Print Name	Date
Teresa Flores	Teresa Flores	1-11-11

(4) Executive Office Authorization:

Signature	Print Name	Date
[signature]	Valde Guerra	1/12/11

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON WIRELESS PUSH TO TALK $10.00/ MO + TEXAS FLAT RATE $3.99/MO** -or-

☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

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: Victor Martinez Employee ID# 000027 Signature: Victor Martinez

DEPARTMENT: Hidalgo CO. Head Start Program DEPT #: Field Op. 505

Quantity: 1

Service: $ 13.99 /mo (x) 12 months = $167.88 Account: -

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: -

Requisition Total: $167.88 **Requisition Number:**

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

Teresa Flores | Teresa Flores | 1-11-11
Signature | Print Name | Date

(4) Executive Office Authorization:

Signature | Valde Guerra | 1/12/11
Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON WIRELESS PUSH TO TALK $10.00/ MO + TEXAS FLAT RATE $3.99/MO** **-or-**
☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

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: Jerome Garcia Employee ID# 000958 Signature: _____

DEPARTMENT: Hidalgo CO. Head Start Program DEPT #: Field Op. 505

Quantity: 1

Service: $ 13.99 /mo (x) 1 months = $13.99 Account: _____-

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: _____-

Requisition Total: $13.99 **Requisition Number:** _____

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

Teresa Flores | Teresa Flores | 1-11-11
Signature | Print Name | Date

(4) Executive Office Authorization:

_____ | Valde Guerra | 1/12/11
Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON WIRELESS PUSH TO TALK $10.00/ MO + TEXAS FLAT RATE $3.99/MO** -or-

☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

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: Daniel Garza Employee ID# 003884 Signature: Daniel Garza

DEPARTMENT: Hidalgo Co. Head Start Program DEPT #: Field Op. 505

Quantity: 1

Service: $ 13.99 /mo (x) 12 months = $167.88 Account: _____-

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: _____-

Requisition Total: $167.88 **Requisition Number:** _____

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

Teresa Flores | Teresa Flores | 1-11-11
Signature | Print Name | Date

(4) Executive Office Authorization:

[signature] | Valde Guerra | 1/12/11
Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON WIRELESS PUSH TO TALK $10.00/ MO + TEXAS FLAT RATE $3.99/MO** **-or-**
☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

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: Rigoberto Hdz. Employee ID# 003937 Signature:

DEPARTMENT: Hidalgo CO. Head Start Program DEPT #: Field Op. 505

Quantity: 1

Service: $ 13.99 /mo (x) 12 months = $167.88 Account: -

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: -

Requisition Total: $167.88 **Requisition Number:**

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

Teresa Flores | Teresa Flores | 1-11-11
Signature | Print Name | Date

(4) Executive Office Authorization:

[signature] | Valde Guerra | 1/12/11
Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON WIRELESS PUSH TO TALK $10.00/ MO + TEXAS FLAT RATE $3.99/MO** **-or-**
☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

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: Sergio Zertuche Employee ID# 003930 Signature:

DEPARTMENT: Hidalgo CO. Head Start Program DEPT #: Field Op. 505

Quantity: 1

Service: $ 13.99 /mo (x) 12 months = $167.88 Account: -

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: -

Requisition Total: $167.88 **Requisition Number:**

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

Teresa Flores | Teresa Flores | 1-11-11
Signature | Print Name | Date

(4) Executive Office Authorization:

[signature] | Valde Guerra | 11/2/11
Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON WIRELESS PUSH TO TALK $10.00/ MO + TEXAS FLAT RATE $3.99/MO** -or-

☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

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: Pedro Castorena Employee ID# 004222 Signature: _____

DEPARTMENT: Hidalgo CO. Head Start Program DEPT #: Field Op. 505

Quantity: 1

Service: $ 13.99 /mo (x) 12 months = $167.88 Account: _____-

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: _____-

Requisition Total: $167.88 **Requisition Number:** _____

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

Teresa Flores Teresa Flores 1-11-11
Signature Print Name Date

(4) Executive Office Authorization:

_____ Valde Guerra 1/12/11
Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON WIRELESS PUSH TO TALK $10.00/ MO + TEXAS FLAT RATE $3.99/MO** **-or-**
☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

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: Rolando Jimenez Employee ID# 003941 Signature: _____

DEPARTMENT: Hidalgo CO. Head Start Program DEPT #: Field Op. 505

Quantity: 1

Service: $ 13.99 /mo (x) 12 months = $167.88 Account: _____-

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: _____-

Requisition Total: $167.88 **Requisition Number:** _____

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

Teresa Flores | Teresa Flores | 1-11-11
Signature | Print Name | Date

(4) Executive Office Authorization:

_____ | Valde Guerra | 1/12/11
Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON WIRELESS PUSH TO TALK $10.00/ MO + TEXAS FLAT RATE $3.99/MO** -or-
☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

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: Gilbert Valdez Employee ID# 003670 Signature: Gilbert Valdez

DEPARTMENT: Hidalgo CO. Head Start Program DEPT #: Field Op. 505

Quantity: 1

Service: $ 13.99 /mo (x) 12 months = $167.88 Account: _____-

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: _____-

Requisition Total: $167.88 **Requisition Number:** _____

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

Teresa Flores | Teresa Flores | 1-11-11
Signature | Print Name | Date

(4) Executive Office Authorization:

_____ | Valde Guerra | 1/12/11
Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON WIRELESS PUSH TO TALK $10.00/ MO + TEXAS FLAT RATE $3.99/MO** **-or-**
☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

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: Antonio Chavez Employee ID# 004025 Signature: [signature]

DEPARTMENT: Hidalgo Co. Head Start Program DEPT #: Field Op. 505

Quantity: 1

Service: $ 13.99 /mo (x) 12 months = $167.88 Account: _____-

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: _____-

Requisition Total: $167.88 **Requisition Number:** _____

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

[signature] Teresa Flores 1-11-11
Signature Print Name Date

(4) Executive Office Authorization:

[signature] Valde Guerra 1/12/11
Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON WIRELESS PUSH TO TALK $10.00/ MO + TEXAS FLAT RATE $3.99/MO** **-or-**
☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

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

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

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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: Juan Rodriguez Employee ID# 004261 Signature: Juan C. Rodriguez

DEPARTMENT: Hidalgo CO. Head Start Program DEPT #: Field Op. 505

Quantity: 1

Service: $ 13.99 /mo (x) 12 months = $167.88 Account: -

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: -

Requisition Total: $167.88 **Requisition Number:**

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

Teresa Flores | Teresa Flores | 1-11-11
Signature | Print Name | Date

(4) Executive Office Authorization:

[signature] | Valde Guerra | 1/12/11
Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON WIRELESS PUSH TO TALK $10.00/ MO + TEXAS FLAT RATE $3.99/MO** -or-
☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

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: Genaro Hernandez Employee ID# 004107 Signature:

DEPARTMENT: Hidalgo CO. Head Start Program DEPT #: Field Op. 505

Quantity: 1

Service: $ 13.99 /mo (x) 12 months = $167.88 Account: -

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: -

Requisition Total: $167.88 **Requisition Number:**

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

Teresa Flores | Teresa Flores | 1-11-11

Signature | Print Name | Date

(4) Executive Office Authorization:

Valde Guerra | 1/12/11

Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON WIRELESS PUSH TO TALK $10.00/ MO + TEXAS FLAT RATE $3.99/MO** -or-

☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

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: Gloria Lopez Employee ID# 004258 Signature: Gloria Lopez

DEPARTMENT: Hidalgo CO. Head Start Program DEPT #: Field Op. 505

Quantity: 1

Service: $ 13.99 /mo (x) 12 months = $167.88 Account: _____-

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: _____-

Requisition Total: $167.88 **Requisition Number:** _____

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

Teresa Flores | Teresa Flores | 1-11-11

Signature | Print Name | Date

(4) Executive Office Authorization:

[signature] | Valde Guerra | 1/12/11

Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON WIRELESS PUSH TO TALK $10.00/ MO + TEXAS FLAT RATE $3.99/MO** **-or-**

☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

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).

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 Compean Employee ID# 004226 Signature: Jose Compean

DEPARTMENT: Hidalgo CO. Head Start Program DEPT #: Field Op. 505

Quantity: 1

Service: $ 13.99 /mo (x) 12 months = $167.88 Account: -

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: -

Requisition Total: $167.88 **Requisition Number:**

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

Teresa Flores | Teresa Flores | 1-11-11
Signature | Print Name | Date

(4) Executive Office Authorization:

[signature] | Valde Guerra | 1/12/11
Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON WIRELESS PUSH TO TALK $10.00/ MO + TEXAS FLAT RATE $3.99/MO** **-or-**
☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

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).

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: Dora Rea Employee ID# 003348 Signature: Dora Rea

DEPARTMENT: Hidalgo CO. Head Start Program DEPT #: Field Op. 505

Quantity: 1

Service: $ 13.99 /mo (x) 12 months = $167.88 Account: -

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: -

Requisition Total: $167.88 **Requisition Number:**

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

Teresa Flores Teresa Flores 1-11-11
Signature Print Name Date

(4) Executive Office Authorization:

Valde Guerra 1/12/11
Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON WIRELESS PUSH TO TALK $10.00/ MO + TEXAS FLAT RATE $3.99/MO** **-or-**
☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

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: Olga Herrera Employee ID# 002764 Signature: Olga Herrera

DEPARTMENT: Hidalgo CO. Head Start Program DEPT #: Field Op. 505

Quantity: 1

Service: $ 13.99 /mo (x) 12 months = $167.88 Account: -

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: -

Requisition Total: $167.88 **Requisition Number:**

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

Teresa Flores Teresa Flores 1-11-11

Signature Print Name Date

(4) Executive Office Authorization:

Valde Guerra 1/12/11

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON WIRELESS PUSH TO TALK $10.00/ MO + TEXAS FLAT RATE $3.99/MO** -or-

☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

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: Salvador Mata Employee ID# 002379 Signature: Salvador Mata

DEPARTMENT: Hidalgo CO. Head Start Program DEPT #: Field Op. 505

Quantity: 1

Service: $ 13.99 /mo (x) 12 months = $167.88 Account: -

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: -

Requisition Total: $167.88 **Requisition Number:**

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

Teresa Flores | Teresa Flores | 1-1-11
Signature | Print Name | Date

(4) Executive Office Authorization:

Signature | Valde Guerra | 1/12/11
Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON WIRELESS PUSH TO TALK $10.00/ MO + TEXAS FLAT RATE $3.99/MO** -or-
☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

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: David Davila Employee ID# 002765 Signature: David G Davila

DEPARTMENT: Hidalgo CO. Head Start Program DEPT #: Field Op. 505

Quantity: 1

Service: $ 13.99 /mo (x) 12 months = $167.88 Account: -

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: -

Requisition Total: $167.88 **Requisition Number:**

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

Teresa Flores Teresa Flores 1-11-11

Signature Print Name Date

(4) Executive Office Authorization:

Valde Guerra 1/12/11

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON WIRELESS PUSH TO TALK $10.00/ MO + TEXAS FLAT RATE $3.99/MO** -or-

☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

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: Javier Lopez Employee ID# 004065 Signature: Javier Lopez

DEPARTMENT: Hidalgo CO. Head Start Program DEPT #: Field Op. 505

Quantity: 1

Service: $ 13.99 /mo (x) 12 months = $167.88 Account: -

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: -

Requisition Total: $167.88 **Requisition Number:**

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

Teresa Flores | Teresa Flores | 1-11-11
Signature | Print Name | Date

(4) Executive Office Authorization:

[signature] | Valde Guerra | 1/12/11
Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON WIRELESS PUSH TO TALK $10.00/ MO + TEXAS FLAT RATE $3.99/MO** -or-
☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

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: Alberto Torres Employee ID# 003509 Signature:

DEPARTMENT: Hidalgo Co. Head Start Program DEPT #: Field Op. 505

Quantity: 1

Service: $ 13.99 /mo (x) 12 months = $167.88 Account: -

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: -

Requisition Total: $167.88 **Requisition Number:**

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

Teresa Flores 1-11-11
Signature Print Name Date

(4) Executive Office Authorization:

Valde Guerra 1/12/11
Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON WIRELESS PUSH TO TALK $10.00/ MO + TEXAS FLAT RATE $3.99/MO** -or-
☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

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

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

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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 Santos Employee ID# 003509 Signature: Jose Santos

DEPARTMENT: Hidalgo CO. Head Start Program DEPT #: Field Op. 505

Quantity: 1

Service: $ 13.99 /mo (x) 12 months = $167.88 Account: -

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: -

Requisition Total: $167.88 **Requisition Number:**

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

Teresa Flores | Teresa Flores | 1-11-11
Signature | Print Name | Date

(4) Executive Office Authorization:

Valde Guerra | 1/12/11
Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON WIRELESS PUSH TO TALK $10.00/ MO + TEXAS FLAT RATE $3.99/MO** -or-
☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

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

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

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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: Noe Garcia Employee ID# 004187 Signature: Noe Garcia Jr

DEPARTMENT: Hidalgo CO. Head Start Program DEPT #: Field Op. 505

Quantity: 1

Service: $ 13.99 /mo (x) 12 months = $167.88 Account: -

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: -

Requisition Total: $167.88 **Requisition Number:**

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

Teresa Flores | Teresa Flores | 1-11-11
Signature | Print Name | Date

(4) Executive Office Authorization:

[signature] | Valde Guerra | 1/12/11
Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON WIRELESS PUSH TO TALK $10.00/ MO + TEXAS FLAT RATE $3.99/MO** -or-
☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

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

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

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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: Alfredo Ayala Employee ID# 003019 Signature: A Hernandez Ayala

DEPARTMENT: Hidalgo Co. Head Start Program DEPT #: 003019

Quantity: 1

Service: $ 13.99 /mo (x) 12 months = $167.88 Account: -

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: -

Requisition Total: $167.88 **Requisition Number:**

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

Teresa Flores | Teresa Flores | 1-11-11
Signature | Print Name | Date

(4) Executive Office Authorization:

[signature] | Valde Guerra | 1/12/11
Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON WIRELESS PUSH TO TALK $10.00/ MO + TEXAS FLAT RATE $3.99/MO** **-or-**
☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

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

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

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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: Jesse Garcia Employee ID# 002133 Signature: Jesse Garcia

DEPARTMENT: Hidalgo CO. Head Start Program DEPT #: Field Op. 505

Quantity: 1

Service: $ 13.99 /mo (x) 12 months = $167.88 Account: -

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: -

Requisition Total: $167.88 **Requisition Number:**

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

Teresa Flores | Teresa Flores | 1-11-11
Signature | Print Name | Date

(4) Executive Office Authorization:

[signature] | Valde Guerra | 1/12/11
Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON WIRELESS PUSH TO TALK $10.00/ MO + TEXAS FLAT RATE $3.99/MO** -or-
☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

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

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

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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: Ernesto Sambrano Employee ID# 002976 Signature: Ernesto Sambrano

DEPARTMENT: Hidalgo CO. Head Start Program DEPT #: Field Op. 505

Quantity: 1

Service: $ 13.99 /mo (x) 12 months = $167.88 Account: -

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: -

Requisition Total: $167.88 **Requisition Number:**

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

Teresa Flores | Teresa Flores | 1-11-11
Signature | Print Name | Date

(4) Executive Office Authorization:

Signature | Valde Guerra | 1/12/11
Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON WIRELESS PUSH TO TALK $10.00/ MO + TEXAS FLAT RATE $3.99/MO** -or-
☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

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

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

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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: Jaime Cantu Employee ID# 002455 Signature: [signature]

DEPARTMENT: Hidalgo CO. Head Start Program DEPT #: Field Op. 505

Quantity: 1

Service: $ 13.99 /mo (x) 12 months = $167.88 Account: _____-

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: _____-

Requisition Total: $167.88 **Requisition Number:** _____

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

[signature] Teresa Flores 1/11/11
Signature Print Name Date

(4) Executive Office Authorization:

[signature] Valde Guerra 1/12/11
Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON WIRELESS PUSH TO TALK $10.00/ MO + TEXAS FLAT RATE $3.99/MO** **-or-**
☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

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: Felix Rendon Employee ID# 001942 Signature: Felix Rendon

DEPARTMENT: Hidalgo CO. Head Start Program DEPT #: Field Op. 505

Quantity: 1

Service: $ 13.99 /mo (x) 12 months = $167.88 Account: -

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: -

Requisition Total: $167.88 **Requisition Number:**

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

Teresa Flores | Teresa Flores | 1-11-11

Signature | Print Name | Date

(4) Executive Office Authorization:

Signature | Valde Guerra | 11/12/11

Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON WIRELESS PUSH TO TALK $10.00/ MO + TEXAS FLAT RATE $3.99/MO** -or-

☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

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: Ramon Esquivel Employee ID# 003897 Signature: Ramon Esquivel Jr.

DEPARTMENT: Hidalgo CO. Head Start Program DEPT #: Field Op. 505

Quantity: 1

Service: $ 13.99 /mo (x) 12 months = $167.88 Account: -

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: -

Requisition Total: $167.88 **Requisition Number:**

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

Teresa Flores | Teresa Flores | 1-11-11
Signature | Print Name | Date

(4) Executive Office Authorization:

[signature] | Valde Guerra | 1/12/11
Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON WIRELESS PUSH TO TALK $10.00/ MO + TEXAS FLAT RATE $3.99/MO** -or-
☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

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

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

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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: Francisco Saucedo Employee ID# 003840 Signature: Francisco Saucedo

DEPARTMENT: Hidalgo CO. Head Start Program DEPT #: Field Op. 505

Quantity: 1

Service: $ 13.99 /mo (x) 12 months = $167.88 Account: _____

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: _____

Requisition Total: $167.88 **Requisition Number:** _____

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

Teresa Flores | Teresa Flores | 1-11-11
Signature | Print Name | Date

(4) Executive Office Authorization:

[signature] | Valde Guerra | 1/12/11
Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON WIRELESS PUSH TO TALK $10.00/ MO + TEXAS FLAT RATE $3.99/MO** **-or-**
☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

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

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

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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: Lilian Vela Employee ID# 004106 Signature: Lilian Vela

DEPARTMENT: Hidalgo CO. Head Start Program DEPT #: Field Op. 505

Quantity: 1

Service: $ 13.99 /mo (x) 12 months = $167.88 Account: -

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: -

Requisition Total: $167.88 **Requisition Number:**

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

Teresa Flores | Teresa Flores | 1-11-11
Signature | Print Name | Date

(4) Executive Office Authorization:

[signature] | Valde Guerra | 1/12/11
Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON WIRELESS PUSH TO TALK $10.00/ MO + TEXAS FLAT RATE $3.99/MO** -or-
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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: Gilbert Gomez Employee ID# 001060 Signature: Gilbert Gomez Jr.

DEPARTMENT: Hidalgo CO. Head Start Program DEPT #: Field Op. 505

Quantity: 1

Service: $ 13.99 /mo (x) 12 months = $167.88 Account: -

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: -

Requisition Total: $167.88 **Requisition Number:**

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

Teresa Flores Teresa Flores 1-11-11
Signature Print Name Date

(4) Executive Office Authorization:

Valde Guerra 1/12/11
Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON WIRELESS PUSH TO TALK $10.00/ MO + TEXAS FLAT RATE $3.99/MO** -or-

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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: Guadalupe Herrera Employee ID# 004068 Signature: Guadalupe Herrera

DEPARTMENT: Hidalgo CO. Head Start Program DEPT #: Field Op. 505

Quantity: 1

Service: $ 13.99 /mo (x) 12 months = $167.88 Account: -

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: -

Requisition Total: $167.88 **Requisition Number:**

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

Teresa Flores | Teresa Flores | 1-11-11
Signature | Print Name | Date

(4) Executive Office Authorization:

[signature] | Valde Guerra | 11/12/11
Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON WIRELESS PUSH TO TALK $10.00/ MO + TEXAS FLAT RATE $3.99/MO** **-or-**
☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

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

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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 Sanchez Employee ID# 004227 Signature: [signature]

DEPARTMENT: Hidalgo CO. Head Start Program DEPT #: Field Op. 505

Quantity: 1

Service: $ 13.99 /mo (x) 12 months = $167.88 Account: -

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: -

Requisition Total: $167.88 **Requisition Number:**

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

[signature] Teresa Flores 1-11-11
Signature Print Name Date

(4) Executive Office Authorization:

[signature] Valde Guerra 1/12/11
Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON WIRELESS PUSH TO TALK $10.00/ MO + TEXAS FLAT RATE $3.99/MO** **-or-**

☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

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

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

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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 Martinez Employee ID# 004260 Signature: Jose M. Martinez

DEPARTMENT: Hidalgo CO. Head Start Program DEPT #: Field Op. 505

Quantity: 1

Service: $ 13.99 /mo (x) 12 months = $167.88 Account: -

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: -

Requisition Total: $167.88 **Requisition Number:**

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

Teresa Flores | Teresa Flores | 1-11-11
Signature | Print Name | Date

(4) Executive Office Authorization:

[signature] | Valde Guerra | 1/12/11
Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON WIRELESS PUSH TO TALK $10.00/ MO + TEXAS FLAT RATE $3.99/MO** -or-
☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

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

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

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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: Victor Valdez Employee ID# 003827 Signature: Victor Valdez

DEPARTMENT: Hidalgo CO. Head Start Program DEPT #: Field Op. 505

Quantity: 1

Service: $ 13.99 /mo (x) 12 months = $167.88 Account: _____

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: _____

Requisition Total: $167.88 **Requisition Number:** _____

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

Teresa Flores — Signature
Teresa Flores — Print Name
1-11-11 — Date

(4) Executive Office Authorization:

_____ — Signature
Valde Guerra — Print Name
1/12/11 — Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON WIRELESS PUSH TO TALK $10.00/ MO + TEXAS FLAT RATE $3.99/MO** -or-
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Commissioner's Court Action: **Commissioner's Court Date:** _____

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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: Armando Mejia Employee ID# 003667 Signature: Armando Mejia

DEPARTMENT: Hidalgo CO. Head Start Program DEPT #: Field Op. 505

Quantity: 1

Service: $ 13.99 /mo (x) 12 months = $167.88 Account: _____

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: _____

Requisition Total: $167.88 **Requisition Number:** _____

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

Teresa Flores | Teresa Flores | 1-1-11
Signature | Print Name | Date

(4) Executive Office Authorization:

_____ | Valde Guerra | 1/12/11
Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON WIRELESS PUSH TO TALK $10.00/ MO + TEXAS FLAT RATE $3.99/MO** **-or-**

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

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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: Mark Galvez Employee ID# 002763 Signature: Mark Galvez

DEPARTMENT: Hidalgo CO. Head Start Program DEPT #: Field Op. 505

Quantity: 1

Service: $ 13.99 /mo (x) 12 months = $167.88 Account: _____-

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: _____-

Requisition Total: $167.88 **Requisition Number:** _____

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

Teresa Flores | Teresa Flores | 1-11-11
Signature | Print Name | Date

(4) Executive Office Authorization:

[signature] | Valde Guerra | 1/12/11
Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON WIRELESS PUSH TO TALK $10.00/ MO + TEXAS FLAT RATE $3.99/MO** **-or-**
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Commissioner's Court Action: **Commissioner's Court Date:** _____

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

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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: Rachel Escobar Employee ID# 004268 Signature: Rachel C

DEPARTMENT: Hidalgo CO. Head Start Program DEPT #: Field Op. 505

Quantity: 1

Service: $ 13.99 /mo (x) 12 months = $167.88 Account: _____

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: _____

Requisition Total: $167.88 **Requisition Number:** _____

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

Teresa Flores | Teresa Flores | 1-11-11
Signature | Print Name | Date

(4) Executive Office Authorization:

_____ | Valde Guerra | 1/12/11
Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON WIRELESS PUSH TO TALK $10.00/ MO + TEXAS FLAT RATE $3.99/MO** -or-
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☐ **Approved Date:** _____ ☐ **Disapproved**

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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: Joel Salazar Employee ID# 004251 Signature:

DEPARTMENT: Hidalgo CO. Head Start Program DEPT #: Field Op. 505

Quantity: 1

Service: $ 13.99 /mo (x) 12 months = $167.88 Account: -

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: -

Requisition Total: $167.88 **Requisition Number:**

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

Teresa Flores | Teresa Flores | 1-11-11
Signature | Print Name | Date

(4) Executive Office Authorization:

Signature | Valde Guerra | 1/12/11
Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON WIRELESS PUSH TO TALK $10.00/ MO + TEXAS FLAT RATE $3.99/MO** -or-
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Commissioner's Court Action: **Commissioner's Court Date:** _____

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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: Hiberto Cardona Employee ID# 004268 Signature: Hiberto Cardona

DEPARTMENT: Hidalgo CO. Head Start Program DEPT #: Field Op. 505

Quantity: 1

Service: $ 13.99 /mo (x) 12 months = $167.88 Account: -

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: -

Requisition Total: $167.88 **Requisition Number:**

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

Teresa Flores | Teresa Flores | 1-11-11
Signature | Print Name | Date

(4) Executive Office Authorization:

[signature] | Valde Guerra | 1/12/11
Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON WIRELESS PUSH TO TALK $10.00/ MO + TEXAS FLAT RATE $3.99/MO** -or-
☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

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

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

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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: Conrad Cabrera Employee ID# 001665 Signature: _____

DEPARTMENT: Hidalgo Co. Head Start Program DEPT #: MIS 115

Quantity: 1

Service: $ 13.99 /mo (x) 12 months = $167.88 Account: _____-

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: _____-

Requisition Total: $167.88 **Requisition Number:** _____

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

Teresa Flores | Teresa Flores | 1-11-11
Signature | Print Name | Date

(4) Executive Office Authorization:

_____ | Valde Guerra | 1/12/11
Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON WIRELESS PUSH TO TALK $10.00/ MO + TEXAS FLAT RATE $3.99/MO** **-or-**
☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

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

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

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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: Antonio Anzaldua Employee ID# 002478 Signature: Ant. Anzaldua

DEPARTMENT: Hidalgo Co. Head Start Program DEPT #: MIS 115

Quantity: 1

Service: $ 13.99 /mo (x) 12 months = $167.88 Account: _____

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: _____

Requisition Total: $167.88 **Requisition Number:** _____

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

Teresa Flores | Teresa Flores | 1-11-11
Signature | Print Name | Date

(4) Executive Office Authorization:

[signature] | Valde Guerra | 1/12/11
Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON WIRELESS PUSH TO TALK $10.00/ MO + TEXAS FLAT RATE $3.99/MO** -or-
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Commissioner's Court Action: **Commissioner's Court Date:** _____

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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: Pedro Hernandez Employee ID# 003900 Signature: Pedro Hernandez

DEPARTMENT: Hidalgo Co. Head Start Program DEPT #: MIS 115

Quantity: 1

Service: $ 13.99 /mo (x) 12 months = $167.88 Account: _____-

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: _____-

Requisition Total: $167.88 **Requisition Number:** _____

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

Teresa Flores | Teresa Flores | 1-11-11
Signature | Print Name | Date

(4) Executive Office Authorization:

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Signature | Print Name | Date

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Service Type Codes:

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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: Marissa Maldonado Employee ID# 003965 Signature: [signature]

DEPARTMENT: Hidalgo Co. Head Start Program DEPT #: MIS 115

Quantity: 1

Service: $ 13.99 /mo (x) 12 months = $167.88 Account: _____

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: _____

Requisition Total: $167.88 **Requisition Number:** _____

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

[signature]	Teresa Flores	1-11-11
Signature	Print Name	Date

(4) Executive Office Authorization:

[signature]	Valde Guerra	1/12/11
Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ **VERIZON WIRELESS PUSH TO TALK $10.00/ MO + TEXAS FLAT RATE $3.99/MO** **-or-**

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

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

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Revised: 1/21/2009

AI-24888 **14.A.**

Request for Fuel Reimbursement- Jose N. Pena

CC REGULAR

Date:	01/25/2011
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

Pursuant to fuel policy, requesting approval to reimburse Jose N. Pena for the purchase of fuel for the County issued Right of Way Dept vehicle in the amount of $63.20 with authority for County Treasurer to issue payment after Auditors processing procedures are completed.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 1-1200-431-00-260-001-0-626

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

BUDGETARY IMPACT:

Available balance is $119.00 as of 1/21/11.

Attachments

Link: Fuel Reimbursement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/18/2011 04:56 PM	APRV
2	Olga Garza	Angela Garcia	01/20/2011 08:41 AM	APRV
3	Dale Kennan	Dale Kennan	01/21/2011 11:44 AM	APRV
4	Auditor's Office		01/21/2011 05:21 PM	NEW

Form Started By: Sandra Garcia — Started On: 01/18/2011 04:24 PM

Final Approval Date: 01/21/2011

HIDALGO COUNTY
RIGHT OF WAY DEPARTMENT

Memorandum

To: Raymundo Eufracio, CPA,
Hidalgo County Auditor

From: Jose N. Pena, Right of Way Director

Date: December 8, 2010

Re: Request for Reimbursement

On December 2, 2010, while conducting official County business, Jose N. Pena, Right of Way Director, stopped at Stripes # 2156 in Edinburg, Tx to obtain fuel using his County assigned fleet card. While at the pump, he swiped the card and it did not work. Unfortunately that was the only store in the area he was working in and was left with no other option than to pay for it from his personal funds. Therefore he is requesting reimbursement in the amount of $63.20

Please process as soon as possible out of account no. 0-1200-431-00-260-001-0-~~682~~ 6226.

Thank you in advance for your prompt attention to this matter. Should you have any questions or comments, please feel free to contact our office at 956-283-8134.

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

If an employee finds it necessary to purchase fuel for a county vehicle or rental vehicle with personal funds, as opposed to the fuel card, a request for reimbursement should be submitted to the County Auditor's Accounts Payable Division, along with proper supporting documentation (i.e. original receipts).

Fuel cards will have a credit limit of $500.00 per month and two transactions per day, unless otherwise requested and approved.

PROCEDURES

The following procedures are required and will be adhered to when using the Card.

a. A Statement of Understanding (attached hereto) acknowledging the understanding of this policy, and the sanctions for misuse must be signed and kept in a file by the Elected Official/Department Head/Agency and Program Director for each individual utilizing the card.

b. A Purchase Order for the purchase of fuel must be open and valid prior to using the Card. All funds for the Cards shall be in the appropriated budget line items.

c. A signed roster of the employees using or possessing a card must be kept with the Elected Office/Department Head with a copy to the Purchasing Department (County Wide Administrator) Agent.

d. If an emergency arises requiring the Employee to use the Card for purchases other than fuel, the employee shall contact his/her supervisor. The supervisor in turn shall notify the Hidalgo County Purchasing Department who in turn must declare the emergency in accordance with Chapter Nine of the Hidalgo County Purchasing Policy. The employee is not to use the Card until such authorization has been authorized by the Hidalgo County Purchasing Agent.

e. When using the Card at a self serve pump, the employee will:
   - Enter the vehicle number.
   - Enter the odometer reading.
   - Enter P.I.N. (Personal Identification Number).
   - Request for receipt.
   - Sign or initial receipt and write in his/her County Employment Identification Number.
   - Submit receipt to their Elected Office/Department/Agency or Program Budget Clerk the same date.
   - If fueling after established Office/Department/Agency or Program hours, submit the receipt to the Elected Official/Department Head the next business day.

HIDALGO COUNTY, TEXAS

PURCHASE AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Jose N. Pena, do hereby state that the item(s) listed on the invoice(s)
Purchaser's Name
named below were purchased for the exclusive use of Hidalgo County:

ODOMETER	DATE	AMOUNT	NAME OF COMPANY
27351	12/2/10	$63.20	Stripes # 2156 -4218 S. McColl Road Edbg, Tx

TOTAL $ 63.20

I further state that I was authorized to make such a purchase(s).

I therefore request reimbursement of this invoice (these invoices) from Hidalgo County and that payment be made payable to me.

SIGNATURE: _____
TITLE: ROW Director
(PERSON MAKING PURCHASE)

ACKNOWLEDEMENT

Before me Sandra Garcia, a Notary Public, appeared Jose N. Pena and on his oath deposed and stated that the foregoing facts as set forth in the above request for reimburement are true and correct in every respect. He further stated he requested payment of the same.

(SEAL) SANDRA GARCIA NOTARY PUBLIC STATE OF TEXAS 05-30-2012

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

_____
APPROVAL: DEPARTMENT HEAD

_____
APPROVAL: COUNTY AUDITOR

Co. Card not Accepted

Welcome To
Stripes # 2156
4218 S. McColl
Edinburg TX 78539
(956) 994-0879
TP48570601-001 STRIPES 2156
4218 S MCCOLL
EDINBURG TX 78539

Mileage 37,351

Descr.	qty	amount
<CUSTOMER COPY>		
UNLD CA #09	23.415G @ 2.699/ G	63.20
Sub Total		63.20
Tax		0.00
TOTAL		63.20
DEBIT	$	63.20

CARD TYPE: DEBIT
CARD NAME: PENA/JOSE N
ACCT NUMBER: XXXXXXXXXXXX0094
TRANS TYPE: SALE
APPROVAL: 971177 INVOICE: 469914
AMOUNT: $ 63.20

APPROVED 971177
****

THANKS, COME AGAIN
REG# 0004 CSH# 029 DR# 01 TRAN# 43977
12/02/10 13:47:49 ST# 2156

AI-24891 **14.B.**

Request for Travel Reimbursement- Jose N. Pena

CC REGULAR

Date:	01/25/2011
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

Requesting approval to reimburse Jose N. Pena for the expenses incurred while attending the Texas Transportation Forum in the amount of $926.70. with authority for County Treasurer to issue check after Auditors processing procedures have been completed.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-260-001-0-583

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

BUDGETARY IMPACT:

Available funds as of 1/21/11 is $3,000.00.

Attachments

Link: Attachment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/19/2011 04:40 PM	APRV
2	Perla Lopez	Perla Lopez	01/21/2011 10:42 AM	APRV
3	Auditor's Office		01/21/2011 05:21 PM	NEW

Form Started By: Sandra Garcia — Started On: 01/19/2011 08:28 AM

Final Approval Date: 01/21/2011

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

EMPLOYEE NAME: Jose N. Pena | DEPARTMENT: Right of Way Department

TRAVEL TO CITY: Austin | STATE: Texas

DEPARTURE DATE: 1/3/2011 | RETURN DATE: 1/5/2011

TIME OF DEPARTURE: 12:00 PM | TIME OF RETURN: 6:00 PM

PURPOSE OF TRIP: The employee attended the Texas Transportation Forum Austin, TX

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

	DATES OF TRAVEL FOR YEAR						2010
	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	
DESCRIPTION OF TRIP	1/3	1/4	1/5	1/6	1/7	1/8	TOTALS
Airline / Bus / Train							$ -
Car Rental							-
Gasoline for Car Rental							-
Personal Car Mileage ODOMETER READINGS:	Beginning Mileage:		Ending Mileage:		TOTAL MILEAGE: -	(MILEAGE RATE) 0.50	-
NOTE: Mileage is calculated on a point-to-point basis using "Mapquest". Reasonable incidental travel may be reimbursed when the traveler provides specific address destination points by using "Mapquest" to determine mileage. The most direct distance to the destination will be allowed. Any out-of way or unreasonable travel distance as determined by the County Auditor will be at the expense of the traveler.							
Hotel (Excluding Meals)	230.22	230.22					460.44
Parking / Tolls	16.63	16.63					33.26
Taxi and Other Ground Transportation							-
Telephone							-
Registration Fees	325.00						325.00
MEALS (based upon actual charges)		NOTE: When traveling out of state trip and claiming actual meal expenes, receipts must be provided for all days of travel. If not reimburement will be based on the $39 per diem.					
Type of Travel (In State =1 /Out of State =2)	1						
With Receipts = 1 / Without Receipts = 2	2	2	2				
Breakfast ($9 per diem)		9.86	14.56				
Lunch ($12 per diem)		10.95	8.94				
Dinner ($18 per diem)	16.56	13.76	15.85				
Total Actual Meal Expense	16.56	34.57	39.35	-	-	-	-
Total Allowable Meal Expense per County Policy (County Employee)	30.00	39.00	39.00				108.00
Other (Please explain below):							-
Explanation Notes:							

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

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

TOTAL FROM T-4 CONTINUATION FORM	-
TOTAL ALLOWABLE EXPENDITURES	$ 926.70
AMOUNTS ADVANCED TO EMPLOYEE ON :	
TRAVEL EXPENDITURES PAID BY COUNTY CK OR COUNTY CREDIT CARD NOT ADVANCED TO EMPLOYEE	-
REMIT TO ME	$ 926.70
REMITTED TO COUNTY TREASURER ON	
TREASURER RECEIPT NO.	$ 0.00

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

EMPLOYEE SIGNATURE — DATE: 1/10/11

APPROVED BY: _____ DIVISION DIRECTOR/SUPERVISOR — DATE

APPROVED FOR PAYMENT BY: _____ DEPARTMENT HEAD

1-1200-431-00-200-001-0-583 GENERAL LEDGER ACCOUNT NUMBER

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

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

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. Name & Address

PENA, JOSE
241 N NORFIELD ROAD

MISSION, TX 78572
US

Room
Arrival Date 1545/Q2
Departure Date 1/3/2011 5:03:00PM
1/5/2011
Adult/Child 2/0
Room Rate 199.00

RATE PLAN C-TTG

HH#
AL
BONUS AL CAR

Confirmation Number : 3411291649

1/5/2011 PAGE 1

FOLIO

DATE	DESCRIPTION	ID	REF. NO	CHARGES	CREDITS	BALANCE
1/3/2011	PARKING - SELF	GWENE	5906962	$16.63		
1/3/2011	STATE SALES TAX	GWENE	5906962	$1.37		
1/3/2011	GUEST ROOM	GWENE	5906963	$199.00		
1/3/2011	CITY OCCUPANCY TAX	GWENE	5906963	$17.91		
1/3/2011	STATE OCCUPANCY TAX	GWENE	5906963	$11.94		
1/4/2011	*ROOM SERVICE	LINTR	5908215	$40.07		
1/4/2011	PARKING - SELF	GWENE	5908661	$16.63		
1/4/2011	STATE SALES TAX	GWENE	5908661	$1.37		
1/4/2011	GUEST ROOM	GWENE	5908662	$199.00		
1/4/2011	CITY OCCUPANCY TAX	GWENE	5908662	$17.91		
1/4/2011	STATE OCCUPANCY TAX	GWENE	5908662	$11.94		
	WILL BE SETTLED TO MC *0094					$533.77
	EFFECTIVE BALANCE OF					$0.00

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ACCOUNT NO.

CARD MEMBER NAME

ESTABLISHMENT NO. & LOCATION ESTABLISHMENT AGREES TO TRANSMIT TO CARD HOLDER FOR PAYMENT

MERCHANDISE AND/OR SERVICES PURCHASED ON THIS CARD SHALL NOT BE RESOLD OR RETURNED FOR A CASH REFUND.

DATE OF CHARGE | FOLIO NO./CHECK NO. 944994 A

AUTHORIZATION | INITIAL

PURCHASES & SERVICES

TAXES

TIPS & MISC.

TOTAL AMOUNT

PAYMENT DUE UPON RECEIPT

TheHiltonFamily | Hilton | CONRAD HOTELS | DOUBLETREE HOTELS·SUITES·RESORTS·CLUBS | EMBASSY SUITES HOTELS | Hampton Inn | Hampton Inn & Suites | Hilton Garden Inn | HOMEWOOD SUITES Hilton

jose

From: Hilton Hotels & Resorts Confirmed [hiltonhotels&resorts@res.hilton.com]
Sent: Monday, December 20, 2010 10:31 AM
To: jose.pena@co.hidalgo.tx.us
Subject: Hilton Hotels & Resorts Confirmation #3411291649

Hilton HOTELS & RESORTS

Your reservation is confirmed



Hilton Austin

500 East 4th Street
Austin, TX
United States, 78701
Tel: 1 512-482-8000
Fax: 1 512-469-0078

Directions to Hotel
5-Day Weather Forecast
Local Guide



Confirmation Number: 3411291649

> Click here to view or edit your reservation.

Name:	Jose Pena
Arrival Date:	03 Jan 2011
Departure Date:	05 Jan 2011
Check-in Time:	3:00 PM
Check-out Time:	12:00 PM

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Rate Information:
Rate Type:
TX TRANS INST GEN

Rate per night:	199.00 USD
Total for Stay per Room:	
Rate	398.00 USD
Taxes	59.70 USD
Total	457.70 USD

Total for Stay: **457.70 USD**
Includes estimated taxes and service charges. (Gratuities not included.)

Tax:
- There is a 15.00% Per Room Per Night tax.

Additional Charges:
- Valet parking: 27.00/night Self parking: 20.00/night

Rate Rules and Cancellation Policy:
- Your reservation is guaranteed for late arrival.
- Please contact us should you need to cancel your reservation.
- Cancellations are required by 11:59 PM on 31 Dec 2010 local hotel time.
- Cancellation penalties may apply.

learn more and apply.

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HILTON WORLDWIDE

Room Information:
Rooms: 1
Clients: 2 Adults
Room Type: 2 QUEEN BEDS
Your room type preferences have been submitted with your reservation, and are subject to hotel availability.

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jose

From: Marie Ethridge [m-ethridge@tamu.edu]
Sent: Monday, December 20, 2010 10:16 AM
To: Jose N. Pena
Subject: Texas Transportation Institute Customer Receipt/Purchase Confirmation

Thank you for your order!

Order Information

Merchant:	Texas Transportation Institute
Description:	TTF2011 - REG
Invoice Number:	20101220101203
Customer ID:	14886

Billing Information
Jose N. Pena
517 E. Bluebird Ave.
McAllen, Tx 78504
USA
jose.pena@co.hidalgo.tx.us
9568214755
Fax: 9562838402

Shipping Information
Jose N. Pena
517 E. Bluebird Ave.
McAllen, Tx 78504
USA

Total: US $325.00

MasterCard

Date/Time:	20-Dec-2010 10:16:12 AM CT
Transaction ID:	3358596053

SIXTH ANNUAL | TEXAS TRANSPORTATION FORUM
JANUARY 3-5, 2011 AUSTIN, TEXAS

Program

Monday, January 3, 2011

3:00 p.m. - 7:00 p.m.	Registration - Lobby - 4th floor
5:00 p.m. - 7:00 p.m.	Reception - Lobby - 4th floor

Tuesday, January 4, 2011

7:00 a.m. - 5:30 p.m.	Registration - Lobby - 4th floor
8:00 a.m. - 9:15 a.m.	Opening Breakfast - Austin Grand Ballroom - 6th Floor - **State of the Department** Speaker: **Amadeo Saenz**, Executive Director, Texas Department of Transportation
9:15 a.m. - 9:45 a.m.	Break
9:45 a.m. - 11:00 a.m.	General Session I - Governor's Ballroom - 4th floor - **Federal Transportation Roundtable** Speakers: **Melanie Alvord,** Senior Legislative Assistant, Office of Congresswoman Eddie Bernice Johnson **Patrick Mullane,** Legislative Assistant, Office of Senator Kay Bailey Hutchison **Jim Tymon,** Staff Director, Subcommittee on Highways and Transit, Committee on Transportation and Infrastructure
11:00 a.m. - 11:30 a.m.	Break
11:30 a.m. - 1:15 p.m.	Road Hand Awards Luncheon - Austin Grand Ballroom - 6th floor Master of Ceremonies: **Lawrence Olsen**, Texas Good Roads Transportation Association Road Hand Award Recognition: **Steven E. Simmons**, Deputy Executive Director, Texas Department of Transportation Keynote Address: **Governor Edward G. Rendell**, State of Pennsylvania
1:15 p.m. - 1:45 p.m.	Break
1:45 p.m. - 3:15 p.m.	General Session II - Governor's Ballroom - 4th floor - **State Transportation Roundtable** Speakers: **Senator Glenn Hegar, Jr.,** Chair, Sunset Advisory Commission **Representative Drew Darby**, Chair, House Select Committee on Transportation Funding **Representative Eddie Rodriquez**, Vice Chair, House Select Committee on Transportation Funding **Representative Rafael Anchia**, Sunset Advisory Commission
3:15 p.m. - 3:45 p.m.	Break
3:45 p.m. - 5:00 p.m.	General Session III - Governor's Ballroom - 4th floor Speaker: **Matt Dellinger**, Author, *I-69: The Unfinished History of the Last Great American Highway*
5:30 p.m. - 7:00 p.m.	Reception - Austin Grand Ballroom Lobby and Salon G - 6th floor

Wednesday, January 5, 2011

7:00 a.m. - 12:00 p.m.	Registration - Lobby - 4th floor
7:30 a.m. - 8:45 a.m.	General Session Breakfast - Austin Grand Ballroom - 6th floor Speakers: **Senator Tommy Williams**, Chair, Senate Committee on Transportation & Homeland Security **Representative Joe Pickett**, Chair, House Committee on Transportation
8:45 a.m. - 9:15 a.m.	Break
9:15 a.m. - 10:30 a.m.	General Session IV - Governor's Ballroom - 4th floor - **On a Mission to Modernize** Speakers: **Howard Wolf**, TxDOT Restructure Council Member **Jay Kimbrough**, TxDOT Restructure Council Member **David Laney**, TxDOT Restructure Council Member
10:30 a.m. - 11:00 a.m.	Break
11:00 a.m. - 12:15 p.m.	General Session V - Governor's Ballroom - 4th floor - **The Road Ahead**
12:15 p.m. - 12:45 p.m.	Break
12:45 p.m. - 2:15 p.m.	Luncheon and Keynote Address - Austin Grand Ballroom - 6th floor

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AI-24904 **15.A.**

Amendment to ICA between City of Donna and County (FM 493 from Champion St. South to 281)

CC REGULAR

Date:	01/25/2011
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Submitted For:	Eddy Gonzalez
Department:	EXECUTIVE OFFICE
Agenda Category:	Precinct #1

Information

CAPTION

Approval of Amendment and Restatement of that certain Interlocal Cooperation Agreement between the County of Hidalgo and City of Donna, Texas concerning certain improvements to FM 493 from Champion St. South of US Highway 281.

BACKGROUND

Legal review is in progress.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

In accordance with section 3 of agreement, County will invoice City for reimbursement of expenses incurred under this agreement for the acquisition of ROW.

Attachments

Link: amendment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/19/2011 04:42 PM	APRV
2	Ivan Cantu	Ivan Cantu	01/21/2011 01:43 PM	APRV
3	Auditor's Office		01/21/2011 05:21 PM	NEW

Form Started By: Monica Badillo — Started On: 01/19/2011 02:59 PM

Final Approval Date: 01/21/2011

STATE OF TEXAS §

COUNTY OF HIDALGO §

AMENDMENT AND RESTATMENT OF THAT CERTAIN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO AND CITY OF DONNA, TEXAS CONCERNING CERTAIN IMPROVEMENTS TO FARM TO MARKET ROAD 493 FROM CHAMPION STREET SOUTH OF U.S. HIGHWAY 281

THIS agreement is made on this the _____ day of _____, 20__ by and between the CITY OF DONNA,TEXAS, hereinafter referred to as the 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, the City is a home rule municipality located in Hidalgo County, Texas; WHEREAS, the County is a county in the State of Texas;

WHEREAS, on or about June 8, 2009, the City of Donna ("City") and Hidalgo County (the "County") entered into an Interlocal Cooperation Agreement (the "Agreement") regarding certain road improvements to Farm to Market Road 493 from Champion Street, south to U.S. Highway 281 (the "Road"), a section which is in part within the city limits of City and in part within County jurisdiction;

WHEREAS, the Texas Department of Transportation (TxDOT) has deemed it necessary to make certain highway improvements to the Road;

WHEREAS, the City has been designated by TxDOT as eligible entity to receive reimbursement for work related to the Project within the city limits;

WHEREAS, the County has been designated by TxDOT an eligible entity to receive reimbursements for work related to the Road with the county limits;

WHEREAS, the County and the City desire to cooperate in the improvements required to complete the Road which will include the acquisition of certain Right-of-Way (ROW);

WHEREAS, by virtue of TxDOT Minute Order 111487 issued on August 28, 2008, TxDOT granted the City a reduction in the required local match for eligible expenses under the Economically Disadvantaged County Program (EDCP);

WHEREAS, by virtue of TxDOT Minute Order 112018 Issued on October 29, 2009, TxDOT granted the County a reduction in the required local match for eligible expenses under the Economically Disadvantaged County Program (EDCP);

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

WHEREAS, with the addition of the Donna/Rio Bravo International Bridge and the increase in traffic volumes anticipated, it is imperative that the Road be improved; therefore, the City in coordination with TxDOT have agreed to utilize the $5,000,000.00 in federal funds that were originally designated to construct an overpass at US 281/FM 493 intersection;

WHEREAS, Donna agrees to support the proposition that the County incurs all preliminary engineering costs associated with the development of the Road within the city limits.

NOW, THEREFORE, County and Donna, in consideration of the mutual covenants expressed hereinafter, agree to amend and restate the Original Agreement in its entirety and the Original Agreement is superseded by the terms of the restated agreement as follows:

1. The County agrees to undertake the acquisition of right-of-way for the Road within the city limits of the City, including but not limited to, compensible utilities and utility relocation required, title reports, title policies, appraisals, recording fees, closing costs, and cost of land and condemnation.

2. The Road at various points, passes through the jurisdiction of City and County and forms a connecting link or integral part of the County road system.

3. County agrees to invoice the City for all expenses incurred on the City's behalf for the Road for work performed within the city limits. City agrees to make such payment to County within thirty (30) days of receipt of invoices. County will not request reimbursement from the City for costs incurred by County pursuant to County's engineering Contract No. C-08-417-12-09.

4. TxDOT will coordinate work schedules in order to provide for minimal disruption of traffic and operation during the construction of the Road as described herein.

5. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.

6. Conflict of 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 their 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 the 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. No Waiver: No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding of succeeding breach of the same or any other provision hereof.

8. 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 agreement or representative) and representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the City and County, and not otherwise.

9. TEXAS LAW TO APPLY: THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

10. Notice: Except as maybe otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to City: City of Donna
Attention: David S. Simmons, Mayor 307 S. 12th Street
Donna, Texas 78537

If to County: Hidalgo County, Texas
Attention: Ramon Garcia, Hidalgo County Judge
P. O. Box 758
Edinburg, Texas 78540-0758

With copy to: Joel Quintanilla, Commissioner, Precinct No. 1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

11. 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.

12. 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.

13. 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.

14. Assignment: This Agreement shall not be assignable.

15. Headings. The headings and captions contained in this Agreement are solely for the convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

16. 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 as often as may be appropriate.

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

18. Governmental Purpose. Each party hereto is entering into the 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.

19. Commitment or Current Revenues Only. In the event that during any term hereof; the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice

to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of 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

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

CITY OF DONNA

By: _____
Hon. David S. Simmons, Mayor

ATTEST:

_____
City Secretary

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, LLP

By: _____
Stephen L. Crain

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project regarding certain road improvements to Farm to Market Road 493 from Champion Street, South to U.S. Highway 281 (the "Road"), a section which is in part within the city limits of City and in part within County jurisdiction through an Interlocal Cooperation Agreement to be entered into with the City of Donna, Texas, and Hidalgo County.

By vote on_____ 2010, the Hidalgo County Commissioners Court has approved the Project identified above.

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

AI-24957 **15.B.**

Mercedes TIRZ #1 Interlocal Agreement

CC REGULAR

Date:	01/25/2011
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	Precinct #1

Information

CAPTION

1. Approval of Interlocal Agreement by and among City of Mercedes, Hidalgo County, and Tax Increment Reinvestment Zone Number One, City of Mercedes, allowing for Hidalgo County to participate in the Tax Increment Reinvestment Zone.

2. Appointment of one board member to represent the County of Hidalgo on the Tax Increment Reinvestment Zone Number One, City of Mercedes Board of Directors.

BACKGROUND

Fiscal Impact

Attachments

Link: Interlocal Agreement

Link: Final Development Plan

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/21/2011 02:42 PM	APRV
2	Ivan Cantu	Ivan Cantu	01/21/2011 04:36 PM	APRV
3	Auditor's Office		01/21/2011 05:21 PM	NEW
Form Started By: Erika Reyna			Started On: 01/21/2011 01:57 PM	
Final Approval Date: 01/21/2011				

THE STATE OF TEXAS §
§ **CITY OF MERCEDES**
COUNTY OF HIDALGO §

INTERLOCAL AGREEMENT

In consideration of the covenants set forth herein, and subject to the terms and conditions herein, the Parties (as defined below) hereby agree to the terms and conditions of this Agreement (as defined below).

I. PARTIES & INDEX

A. Parties

1. THIS INTERLOCAL AGREEMENT (the "Agreement") is made by and between the **CITY OF MERCEDES, TEXAS** (hereafter referred to as "CITY"), a Texas General Law City, acting through its City Manager pursuant to Ordinance #2008-33, passed and approved by the City Commission on December 16 and December 30 2008, **HIDALGO COUNTY** (hereafter referred to as "COUNTY"), a political subdivision of the State of Texas, and **REINVESTMENT ZONE NUMBER ONE, CITY OF MERCEDES, TEXAS,** a reinvestment zone created by the CITY pursuant to Chapter 311 of the Texas Tax Code, (hereafter referred to as the "ZONE", as hereafter defined) acting by and through its duly authorized Board of Directors, established to administer, manage, and/or operate the ZONE pursuant to Sections §311.009(b) and 311.010, Texas Tax Code ("Zone Board"). Collectively, the CITY, COUNTY, and ZONE may be referred to as the "Parties". This Agreement is made pursuant to Chapter 791, Texas Government Code and Chapter 311 of the Texas Tax Code for the participation of CITY and COUNTY in the Project.

2. The initial addresses of the Parties are listed below. Each party may designate a different address by giving all parties at least ten (10) days prior written notice.

CITY

Ricardo Garcia
City Manager
City of Mercedes
400 S. Ohio
Mercedes, Texas 78570

COUNTY

Ramon Garcia
Hidalgo County Judge
County of Hidalgo
P. O. Box 1356
Edinburg, Texas 78540

With Copy to:

ZONE BOARD

Attention: Chairman
Reinvestment Zone Number One, City of Mercedes, Texas
400 S. Ohio
Mercedes, Texas 78570

With Copy to:

HIDALGO COUNTY AUDITOR

Attention: Ray Eufracio, CPA
Re: City of Mercedes TIRZ #1
2808 South Business Hwy 281
Edinburg, Texas 78539

B. Index

In consideration of the covenants set forth herein, and subject to the terms and conditions herein, the CITY, COUNTY, and ZONE BOARD hereby agree to the terms and conditions of this Agreement. This Agreement consists of the following sections:

Section	Description	Page
I.	Parties	1
II.	Definitions	2
III.	Background	3
IV.	Rights and Obligations of COUNTY	4
V.	Rights and Obligations of CITY and ZONE	7
VI.	Term and Termination	8
VII.	Miscellaneous	9
Exhibit "A"	Project Plan	
Exhibit "B"	City of Mercedes Ordinance	

C. Parts Incorporated

All of the above-described exhibits are hereby incorporated into this Agreement by this reference for all purposes.

II. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set out below:

1. "Administrative Costs" means reasonable costs directly incurred by a Participating Taxing Entity (as hereinafter defined) related to its agreement to participate in the development of the ZONE, as described in this Agreement. These costs include, but are not limited to, costs and expenses for legal review and financial analysis related to the ZONE incurred prior to entering into this Agreement, as well as any such costs and expenses incurred after this Agreement becomes effective. The aggregate Administrative Costs over the life of the ZONE are estimated to be $ 25,000. The only taxing entity to receive administrative expenses is the County.Administrative costs in the amount of $1,000.00 per year will be reduced from the annual payment made to the TIRZ for a maximum amount of $25,000.

2. "Agreement" means this Interlocal Agreement.

3. "Agreement Term" has the meaning set forth in Section VI.A. below.

4. **"**Available Tax Increment" shall mean the "Tax Increment," as defined below, less the Administrative Costs of the COUNTY.

5. "Captured Appraised Value" means the captured appraised value of the ZONE, as defined by Section 311.012(b), Texas Tax Code (and as said Code may be amended from time to time); e.g., the total appraised value in a given year of all real property taxable by a participating taxing entity and located in the ZONE for that year less the total appraised value of that property in 2008, the base year of the ZONE.

6. "CITY" has the meaning set forth in Section I.A.1 above, and includes its successors and assigns.

7. "COUNTY" has the meaning set forth in Section I.A.1 above.

8. "COUNTY M&O Tax Rate" means that portion of the ad valorem tax rate used by the

COUNTY for Maintenance and Operation. The COUNTY M&O Tax Rate may be changed by the COUNTY during the term of the Zone. The COUNTY M&O Tax Rate for the year 2009 was .5127

9. "Final Project Plan and Financing Plan" means the Final Project Plan and Financing Plan for Reinvestment Zone Number One City of Mercedes, Texas – Mercedes Development Program as adopted by the Board of Directors of ZONE on February 12, 2009, and approved by City Commission of CITY on May 5 and May 19, 2009, and attached hereto as Exhibit "A".

10. "Participating Taxing Entity" or "Participating Taxing Entities" means, singularly, a taxing unit participating in the ZONE, and collectively, two or more taxing units participating in the ZONE, and may include CITY and COUNTY.

11. "Parties" has the meaning given such term in Section I.A.1 above.

12. "Project" means the City of Mercedes Proposed Public Improvements identified in the Final Project and Financing Plan.

13. "Project Costs" means the items set forth and described in Section 311.002(1), Texas Tax Code that are included in the Project Plan for the Project. The Project Costs include, but are not limited to, public infrastructure improvements and related capital costs; including streets; streetlights; drainage; gas, water and sewer utilities; sidewalks; landscaping; and related facilities; railroad facilities; fencing; and rights-of-way.

14. "Project Plan" means the Final Project Plan for the ZONE as adopted by the Board of Directors of the ZONE on February 12, 2009 and approved by the CITY Commission of the CITY on May 5 and May 19, 2009, and attached hereto as Exhibit "A".

15. "Tax Increment" for a Participating Taxing Entity means the total amount of ad valorem taxes levied and collected each year by that Participating Taxing Entity each year on the Captured Appraised Value of taxable real property in the ZONE. Further, with respect to the COUNTY, this term shall be further limited to the total amount of ad valorem taxes levied and collected only on behalf of the COUNTY each year.

16. "Tax Increment Base" means the total appraised value of all real property taxable by a Participating Taxing Entity and located in the ZONE as of January 1, 2008, the year in which the ZONE was designated.

17. "Tax Increment Fund" means the tax increment fund created by the CITY for the deposit of Tax Increments for the ZONE, entitled "Reinvestment Zone Number One City of Mercedes, Texas Tax Increment Fund."

18. "Tax Increment Payment" means the amount of the Tax Increment that a Participating Taxing Entity is required to deposit annually into the Tax Increment Fund in accordance with this Agreement and the Project Plan.

19. The "term of the ZONE" has the meaning set forth in Section III.A below.

20. "ZONE" means Tax Increment Reinvestment Zone Number One, City of Mercedes, Texas, created by the CITY over the Zone Area on December 16, and December 30, 2008, by Ordinance No. 2008-33 a description of which is contained in Exhibit "B", attached hereto.

21. "ZONE BOARD" has the meaning set forth in Section I.A.1 above.

III. BACKGROUND

A. A Resolution passed and approved by City Commission of CITY on Tuesday June 17 2008, expressed the CITY's intent to create a tax increment financing reinvestment zone to support revitalization activities for the ZONE, commonly known as the Mercedes Development Project, pursuant to Chapter 311, Texas Tax Code. On December 16 and 30, 2008, the City Commission of CITY passed and approved Ordinance # 2008-33 which created the ZONE. The ZONE will provide funding for public improvements within the ZONE. The ZONE is projected to terminate on December 31, 2032, unless earlier termination occurs under this Agreement (the "term of the ZONE").

B. The ZONE BOARD adopted the Project Plan on February 12, 2009. The CITY approved the Project Plan and Project Financing Plan on May 5 and 19, 2009. The CITY and the COUNTY agree to participate in the ZONE and to deposit their respective Tax Increment Payments to the Tax Increment Fund, in accordance with the terms, and in consideration for the agreements, set forth herein. The Tax Increment Fund was authorized by Ordinance No. 2008-33, attached hereto as Exhibit "B." The COUNTY hereby acknowledges receipt of notice of the initial creation of the ZONE. The CITY represents and warrants that it complied with all legal requirements and notice requirements in the creation of the ZONE.

C. The Parties hereto agree that, other than bonds or notes issued pursuant to §311.015 of the Texas Tax Code, no tax-supported public debt instrument will be issued by the City of Mercedes or the ZONE BOARD to finance any costs or improvements on the Project.

IV. RIGHTS AND OBLIGATIONS OF THE COUNTY

A. Tax Increment Participation by the COUNTY

1. Subject to the limitations set out in this Agreement, the COUNTY agrees to participate in the ZONE by contributing to the Tax Increment Fund an amount equal to 100% of the revenue generated from the COUNTY M&O Tax Rate as assessed and collected on the tax increment for the respective tax year less administrative cost set forth in section II (1) of the agreement. For the purpose of this Agreement the COUNTY M&O Tax Rate shall be calculated as set forth in section IV(B)(9) of this Agreement. In no event shall the COUNTY contribution to the Tax Increment Fund over the life of the ZONE (beginning with the 2009 tax year) be greater than ten million, two hundred thirty six thousand, three hundred thirty dollars $10,236,330. The following calculation will be used to calculate the COUNTY's Tax Increment Reinvestment Zone payment amount.

The chart below is an example of a tax increment payment calculation pursuant to this Agreement.

Tax Increment Reinvestment Zone (TIRZ) Payment Calculation	**EXAMPLE**
TIRZ Real Property Certified Taxable Value as of January 31 (Provided by Hidalgo County Appraisal District (HCAD))	$ 100,000.00
(Multiplied by) Hidalgo County Current (GHD) Tax Rate (.59/100)	0.0059
GHD Actual Tax Levy for all real property tax accounts located within the TIRZ	**$ 590.00**
TIRZ Real Property Certified Taxable Value as of January 31 (Provided by Hidalgo County Appraisal District (HCAD))	$ 100,000.00
(*Less*) Base Year Real Property Certified Appraised Value for Tax Accounts located within the TIRZ (Provided by HCAD)	$ 10,000.00
Captured Appraised Value	**$ 90,000.00**
Captured Appraised Value	$ 90,000.00
(*multiplied by*) Contribution Rate (The lesser of actual tax year COUNTY M&O Tax Rate or rate specified on agreement) (.51/100)	0.0051

Tax Levy Due to TIRZ	**$**	**459.00**
TIRZ Collections (for February 1 through January 31) as per Collections Reports provided by Hidalgo County Tax Office	$	300.00
(*divided*) GHD Actual Tax Levy for all Real Property tax accounts located within the TIRZ	$	590.00
Percent Collected of Actual Levy		**50.85%**
Tax Levy Due to TIRZ	$	459.00
(*Multiplied by*) Percent Collected of Actual Levy		50.85%
TIRZ PAYMENT AMOUNT	**$**	**233.39**
LESS ADMINISTRATIVE COSTS (amount deducted per year ex: $100.00)	**$**	**100.00**
FINAL TIRZ PAYMENT AMOUNT	**$**	**133.39**

2. The Parties hereto agree that the COUNTY's contribution to the Tax Increment Fund shall be used to fund Project Costs including construction of public infrastructure improvements to support the development and revitalization efforts in the ZONE. The COUNTY's contributions to the Tax Increment Fund shall be subject to section 311.013 (d) of the Tax Code and end when it has contributed the maximum total contribution provided for herein of ten million, two hundred thirty six thousand, three hundred thirty dollars $10,236,330, or when it has made contributions of all Tax Increment Payments, as specified in the Project Plan, attributable to all periods through the end of the COUNTY's fiscal year 2032 (ending on December 2032) whichever occurs first.

B. Tax Increment Payment

1. COUNTY's obligation to contribute its Tax Increment Payment to the Tax Increment Fund, as provided in Section IV.A of this Agreement, shall accrue as the COUNTY collects its Tax Increment. The Parties hereto agree that all ad valorem property taxes collected each year by the COUNTY that are attributable to real property in the ZONE shall first constitute taxes on the Tax Increment Base and after the total amount of taxes on the Tax Increment Base have been collected, then the remaining ad valorem taxes collected shall constitute the Tax Increment. COUNTY agrees to deposit its first Tax Increment Payment to the Tax Increment Fund for tax year 2009 once all tax accounts have been coded by the Hidalgo County Appraisal District, the Hidalgo County Tax Office has received the list of tax accounts, collection reports have been provided to the Hidalgo County Auditor's Office, the information required under section 311.016 of the Tax Code and the fully executed Interlocal Agreement have been received by the COUNTY. The amount of the first Tax Increment Payment shall be based on the Tax Increments that were received up to January 31, 2010, but only for tax year 2009 beginning January 1, 2009. For subsequent payments, the COUNTY agrees to contribute its yearly Tax Increment Payment to the Tax Increment Fund annually not later than the

90th day after the delinquency date for the COUNTY's property taxes (or the first business day thereafter) following the end of each tax year. The amount of each Tax Increment Payment shall be based on the Tax Increments that are received up to January 31st following the end of the tax year, but which have not been previously deposited in the Tax Increment Fund, during the annual periods preceding each deposit date. Under no circumstances shall the COUNTY be required to participate in the ZONE with taxes attributable to periods after 2032.

2. One month prior to a payment required under Section IV.B. of this Agreement, the CITY shall provide to the COUNTY an updated fact sheet that includes detail as to what portion of the Project has been completed to date, a schedule of what portion of the Project is to be completed in the following year and a current roster of the ZONE's board members, including the term of each board member, the entity that appointed the board member and the date for the next annual meeting. In addition to and as part of the CITY's fact sheet, the CITY shall supply the COUNTY with all information as required under section 311.016 of the Texas Tax Code on or before the 90th day following the end of the fiscal year of the CITY. The CITY shall also request collection reports from the Hidalgo County Tax Assessor Collector and provide a copy of those reports and a payment request to the COUNTY one month prior to a payment required under Section IV.B of this agreement.

3. Pursuant to Chapter 311 of the Texas Tax Code, in the event there is a conflict between the Parties in regards to the amount of the Tax Increment owed by the COUNTY, the Hidalgo County Auditor will make the final determination as to the amount of any Tax Increment owed by the COUNTY under this Agreement. The annual Captured Appraised Value for the real property contained within the ZONE shall be determined by the Hidalgo County Appraisal District on the assessed appraised values and the Hidalgo County Tax Offices' verification of collections in regards to the real property contained with the ZONE.

4. Any delinquent deposit by the COUNTY of a Tax Increment Payment under this Agreement shall be administered as provided in Section 311.013(c) of the Texas Tax Code, which states as follows:

> "A taxing unit shall make a payment required by the Subsection (b) [Tax Increment Payment], not later than the 90th day after the delinquency date for the unit's property taxes. A delinquent payment incurs a penalty of five percent of the amount delinquent and accrues interest at an annual rate of ten percent."

The Parties expressly agree that the COUNTY shall not owe any penalty or interest on Tax Increments attributable to taxes that have been levied, but not received by the COUNTY. Further, the COUNTY shall not be liable for the payment of any penalties or interest if the fact sheet required under section IV.B.2 and the report required under section §311.016 of the Texas Tax Code is not timely submitted to the COUNTY or in any situation in which the CITY is not obligated to pay penalties and interest.

5. The CITY agrees to comply with the Project Plan. The CITY and the ZONE agree to provide prior written notice to all Participating Taxing Entities of a proposed material change (by which is meant any change that would constitute at least a twenty percent (20%) increase or decrease in either the Project Cost or the scope and scale of the Project) to the Project Plan; provided that any change that is not approved by the COUNTY shall not change the amount of Tax Increment Payments due from the COUNTY. The CITY shall have the right to amend and modify the Project Plan without providing prior written notice to the Participating Taxing Entities so long as such amendment or modification does not constitute a material change.

6 If the CITY materially breaches this Agreement, then a Participating Taxing Entity may provide written notice to the CITY and the ZONE (with a copy to any other Participating Taxing Entity still contributing Tax Increment Payments) stating its intent to terminate its participation in the ZONE and detailing its objection(s) or concern(s). If the objections and/or concerns, as set out in the notice, are not resolved within 90 business days from the date of such notice, then COUNTY may discontinue its Tax Increment Payments and terminate its participation in the ZONE.

7. Except for contributing its respective Tax Increment Payments to the Tax Increment Fund as set out in this Agreement, the COUNTY shall not have any obligation or responsibility for any costs or expenses associated with the development of the ZONE or the implementation of the Project Plan, including, without limitation, any obligation to pay or repay any bond or other debt issued by another Participating Taxing Entity, the ZONE or the ZONE BOARD relating to the ZONE or any costs associated with the operation of ZONE, the Project or any other projects relating thereto.

8. Notwithstanding anything herein to the contrary, the COUNTY's total Tax Increment Payment to the Tax Increment Fund over the term of the ZONE shall not exceed ten million, two hundred thirty six thousand, three hundred thirty dollars ($10,236,330), plus any applicable penalty and/or interest allowed in section 311.013 of the Tax Code, subject to the limitations in Section IV (b) (4).

9. The County agrees to participate at one hundred percent (100%) of its COUNTY M&O Tax Rate equal to $0.5127 per $100 valuation on the Captured Appraised Value less administrative cost set forth in section II (1) of this agreement. In the event that the COUNTY M&O Tax Rate is less than $0.5127 per $100 valuation on the captured appraised value during any of the years 2009 through 2032, then the maximum tax increment paid by the COUNTY into the Tax Increment Fund shall not exceed the designated percentage of the total amount of taxes collected by the COUNTY at the actual COUNTY M&O Tax Rate during the year the COUNTY tax rate is less than $0.5127 per $100 valuation. In the event that the COUNTY M&O Tax Rate is greater than $0.5127 per $100 valuation on the captured appraised value during any of the years 2009 through 2032, the COUNTY shall retain all taxes collected above the maximum amount of tax increment deposited in the Tax Increment Fund at the designated percentage of the COUNTY M&O Tax Rate contribution equal to a tax rate of $0.5127 per $100 valuation on the captured appraised value. The Captured Appraised Value will be the value provided to COUNTY by the Hidalgo County Appraisal District as of January 31st of the year the tax increment payment is due for such tax roll. If the certified taxable value changes after the initial tax increment payment has been made, the change in value will not be included in the tax payment in the upcoming years. COUNTY taxes that are delinquent for more than five years will be considered uncollectible and shall not be included in the tax increment payment.

C. Management of the ZONE

1. The ZONE shall in all respects be managed by the ZONE BOARD, including the Director appointed by the COUNTY. The ZONE BOARD shall have all powers allowed under Chapter 311 of the Texas Tax Code to manage the ZONE and carry out the Project and Finance Plan. The Participating Taxing Entities, during the term of this Agreement, may inspect the Project site and review Project plans and drawings at times and intervals that will not interfere with ongoing operations.

2. The ZONE BOARD shall be composed of five (5) members, as allowed under Section 311.009(b) of the Texas Tax Code. The COUNTY shall have the right to appoint one member of the ZONE BOARD.

D. Expansion of the ZONE

Notwithstanding anything to the contrary contained herein, the obligation of the COUNTY to participate in the ZONE is limited to the description of the ZONE in Exhibit "B" attached hereto and is subject to the terms of this Agreement. The COUNTY's participation shall not extend to the Tax Increment on any additional real property added to the ZONE by the CITY unless the COUNTY approves such participation in writing.

V. RIGHTS AND OBLIGATIONS OF CITY AND ZONE

A. Tax Increment Participation by the CITY

Subject to the terms of this Agreement and the City agrees to participate in the ZONE by contributing to the Tax Increment Fund one hundred percent (100%) of its Tax Increment each year during the term of this Agreement, beginning with the 2009 tax year. The CITY's contributions to the Tax Increment Fund shall end when the CITY has contributed the maximum total contribution provided for herein or when it has contributed all Tax Increments attributable to periods before the ZONE termination date in 2032, whichever occurs first. Notwithstanding anything herein to the contrary, the total CITY Tax Increment Payments over the term of the ZONE shall not exceed sixteen million, seven hundred thirty two thousand, four hundred sixty three dollars ($16,732,463).

B. Tax Increment Payment

1. The CITY's obligation to contribute its Tax Increment Payment to the Tax Increment Fund as provided above in Section V of this Agreement shall accrue as the CITY collects its Tax Increment. The CITY agrees to deposit its first Tax Increment Payment to the Tax Increment Fund for tax year 2009 by April 30, 2011 The amount of the first Tax Increment Payment shall be based on the Tax Increments that were received through January 31, 2010, but only for the tax year 2009 beginning January 1, 2009. For subsequent Tax Increment Payments, the CITY agrees to contribute its Tax Increment Payment to the Tax Increment Fund semi-annually on or before March 10th and August 10th (or the first business day thereafter) of each tax year. Any delinquent deposit of a Tax Increment Payment by the CITY under this Agreement shall be administered as provided in Section 311.013(c) of the Texas Tax Code (or its successor provision).

2. The COUNTY, the CITY and the ZONE expressly agree that the COUNTY and the CITY shall not owe any interest on Tax Increments that have been levied, but not received by the COUNTY or the CITY by the delinquency dates specified herein.

C. Financing of Project Costs

Each Participating Taxing Entity shall participate in the payment of Project Costs only to the extent described herein. The CITY and the ZONE shall be entitled to enter into any other agreements for the CITY or the ZONE to pay Project Costs and other reasonable expenses from the Tax Increments paid into the Tax Increment Fund without the consent of any other Participating Taxing

Entity, but they will provide notice of such agreement(s) to each Participating Taxing Entity.

D. Disbursement of Funds in the Tax Increment Fund

1. Each Participating Taxing Entity agrees the ZONE BOARD shall administer the Tax Increment Fund on behalf of the ZONE, pursuant to Ordinance No. 2008-33 passed and approved by City Commission of the CITY on December 16 and 30, 2008. No funds shall be disbursed from the Tax Increment Fund without the prior written approval of the ZONE BOARD, and notice of use and disbursement of funds by the ZONE shall be given at least annually to the COUNTY.

2. The parties agree and understand that under no circumstances shall Administrative Costs, in the aggregate, exceed the amount set out and described in Section II.1 above.

3. In addition to Project Costs and any other allowable costs, the CITY and ZONE represent and warrant that they will use funds in the Tax Increment Fund to pay annual expenditures in the following order or priority of payment: (i) payment of any debt service on any Bonds issued with respect to the ZONE under Section 311.015 of the Texas Tax Code; and (ii) to reimburse eligible initial startup Administrative Costs incurred by each Participating Taxing Entity, except that if there are insufficient funds for the full reimbursement of Administrative Costs to each Participating Taxing Entity, then the Administrative Costs of each Participating Taxing Entity shall be reimbursed on a pro rata basis based on each taxing entity's total tax increment payment to the ZONE. No funds will be paid from the Tax Increment Fund to a Participating Taxing Entity for its financial or legal services incurred in any dispute arising under this Agreement with another Participating Taxing Entity or Participating Taxing Entities.

VI. TERM AND TERMINATION

A. Agreement Term and Termination

This Agreement shall become effective as of the last date of execution by the Parties hereto, and shall remain in effect until December 31, 2032, unless earlier terminated as provided herein (the "Agreement Term"). Subject to the terms of this Agreement, the COUNTY agrees to participate under this Agreement, beginning with the 2009 tax year and ending in accordance with the terms provided herein. Notwithstanding anything to the contrary contained in this Agreement, the Parties agree and understand that the COUNTY's Tax Increment Payments will not be made after December 31, 2032.

B. Early Termination

Neither the CITY nor the ZONE BOARD shall take any action to terminate the ZONE earlier than the duration of the ZONE as specified herein.

C. Disposition of Tax Increments

Upon expiration or termination of the ZONE and after all bonds have been paid and all reimbursements have been made, any money remaining in the Tax Increment Fund shall be paid to the Participating Taxing Entities on a pro rata basis in accordance with Section 311.014(d) of the Texas Tax Code, or any successor thereto. Accounting to determine the pro rata distribution of remaining funds to the respective taxing entities shall be conducted according to generally accepted accounting principles, and shall be subject to review and audit by the COUNTY upon reasonable request. In the event a discrepancy occurs between the reviews conducted by the CITY and COUNTY, said dispute

will be resolved by the respective audit offices of the CITY and COUNTY. In the event the dispute cannot be resolved it shall be submitted to mediation under the rules of the American Mediation Association with a mediator agreed upon by the County Judge of the COUNTY and the Mayor of the CITY.

VII. MISCELLANEOUS

A. Understanding

Any and all costs incurred by the CITY are not, and shall never become, general obligations or debt of any Participating Taxing Entity other than CITY. With respect to the CITY's costs, only eligible Project Costs and other allowable expenses under applicable law, if any, incurred by the CITY shall be payable from the Tax Increment Fund in the manner and priority provided in this Agreement and only to the extent that funds become available in the Tax Increment Fund. The Parties agree and understand that under no circumstance shall the eligible costs exceed the maximum specified in the final finance plan passed and approved in accordance with Ordinance No. 08-04-09 dated April 05, 2009. The CITY and the COUNTY are not obligated above and beyond what is actually collected as tax increment funds.

B. Severability

In the event any term, covenant or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or condition herein contained.

C. Entire Agreement

This Agreement merges the prior negotiations and understandings of the Parties hereto and embodies the entire agreement of the Parties. There are no other agreements, assurances, conditions, covenants (express or implied), or other terms with respect to the covenants, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

Upon the occurrence of any event that allows the CITY to terminate hereunder, the COUNTY shall have the right to withhold tax increment payments under this Agreement until such time as such event is cured, and the COUNTY shall not incur any penalties or interest with respect to any such withheld payments notwithstanding any provision herein to the contrary. With respect to the COUNTY's obligations, to the extent there is any discrepancy between this Agreement and any exhibit hereto, the terms of this Agreement shall control.

D. Written Amendment

This Agreement may be changed or amended only by a written instrument duly executed on behalf of each Party hereto. All Parties to this Agreement understand and recognize that only the City Commission of CITY and only the Commissioners Court of the COUNTY have authority to approve a change or amendment to this Agreement on behalf of the CITY or the COUNTY, respectively.

E. Notices

All notices required or permitted hereunder shall be in writing and delivered by personal delivery, facsimile or United States Postal Service (certified mail, return receipt requested) and

addressed to the respective other Party at the address prescribed in Section I of this Agreement, or at such other address as the receiving Party may have theretofore prescribed by notice to the sending Party. Such notices shall be deemed delivered the earlier of: (i) when actually received by personal delivery or facsimile if received during normal business hours and on the next business day if received after normal business hours; or (ii), if sent by the United States Postal Service, on the date indicated by the United States Postal Service on the return receipt as the date on which it was received by the respective other Party.

F. Non-Waiver

Failure of any Party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, or to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

G. Assignment

All Parties to this Agreement understand and recognize that only the City Commission of the CITY and only the Commissioners Court of the COUNTY have authority to approve a delegation or assignment of the COUNTY's or the CITY's rights in this Agreement on behalf of the CITY or the COUNTY, respectively.

H. Successors

This Agreement shall bind and benefit the Parties and their legal successors or assigns. This Agreement does not create any personal liability on the part of any trustee, officer, owner, partner, principal, employee, elected official or agent of a Party to this Agreement.

I. Project Plan

The Parties agree a material change to the Project Plan shall not apply to the COUNTY unless the COUNTY approves the amendment as provided herein if such amendment to the Project Plan (i) has the effect of directly or indirectly increasing the percentage or amount of Tax Increment to be contributed by the COUNTY to the Tax Increment Fund; or (ii) increases or reduces the geographical area of the ZONE set forth in the Project Plan.

J. Access to Financial Information

The ZONE agrees to conduct or to cause to be conducted, at a minimum, an annual financial review, a copy of which will be provided to the COUNTY. Furthermore, each Party to this Agreement shall have reasonable access to financial information and audit reports regarding the operation of the ZONE, contribution of Tax Increment Payments to the Tax Increment Fund, and expenditures from the Tax Increment Fund for Project Costs. In addition, the CITY agrees, during the term of this Agreement, to prepare and deliver an annual report to the COUNTY in accordance with Section 311.016 and 311.0101(c), Texas Tax Code. The COUNTY shall have the right to withhold or delay payments to the Tax Increment Fund until such time as it has received the financial report from the CITY for the applicable tax year, and shall not incur any penalties or interest with respect to any such withheld of delayed payments notwithstanding any provision herein to the contrary.

K. ZONE Designation

The CITY represents that its designation of the ZONE meets the criteria of Section 311.005(a), Texas Tax Code.

IN WITNESS HEREOF, the CITY OF MERCEDES; HIDALGO COUNTY AND TAX INCREMENT REINVESTMENT ZONE NUMBER ONE (1), CITY OF MERCEDES, TEXAS have made and executed this Agreement in triplicate originals on this _____day of _____, 2010.

CITY OF MERCEDES

_____
Ricardo Garcia
City Manager

ATTEST/SEAL:

_____
City Secretary

HIDALGO COUNTY

By: _____
Ramon Garcia
County Judge

ATTEST/SEAL:

_____
Arturo Guajardo, Jr.
County Clerk

APPROVED AS TO FORM FOR HIDALGO COUNTY:

By: _____
Stephen L. Crain
Atlas & Hall, L.L.P

REINVESTMENT ZONE NUMBER ONE,
CITY OF MERCEDES, TEXAS

_____
Presiding Officer

Exhibit A
City of Mercedes Tax Increment Reinvestment Zone # 1
Project Plan and Financing Plan

Exhibit B
City of Mercedes Ordinance No. 2008-33

FINAL
PROJECT PLAN
AND FINANCING PLAN
FOR

Reinvestment Zone Number One

City of MERCEDES, Texas

MERCEDES Development Program

February 17, 2009

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MAP OF ZONE

SECTION I – EXECUTIVE SUMMARY

Overview of Plan

The City of Mercedes Tax Increment Reinvestment Zone ("TIRZ") Number One represents an important opportunity for the City of Mercedes in partnership with Hidalgo County to promote and encourage construction of mixed use industrial, commercial, office warehouse, retail, food service, lodging facilities, market rate and affordable single and multi-family housing, and destination recreational facilities in areas of the City that have significant and varied impediments to development.

Large tracts of land in and around the City have remained vacant due to incomplete and lack of available City street infrastructure, drainage issues, and the availability of sewer and water service. The costs associated with the remediation of development and redevelopment issues are of a magnitude that without additional sources of funds the growth of the City will be significantly impaired.

The creation of the TIRZ will provide the following benefits:

1. Funding for necessary public improvements associated with needed development and redevelopment in the City.
2. Replace low value existing land uses with high value commercial, industrial, single and multi-family land uses.
3. Offer employment opportunities and reduce commuting time for Mercedes and Hidalgo County residents.
4. Help to balance population growth in Hidalgo County.
5. Provide a more efficient use of existing City and County services and infrastructure.
6. Help to address structural imbalances in the Mercedes economy and housing market.

The proposed TIRZ is comprised of vacant land throughout the City of Mercedes. Also included within the TIRZ boundaries are the public rights of way and alleys of Dyanez St., Jessica St., Aaron St., Joey St., Mockingbird Ln., Oak Tree Ln., Mile 1 ½ E, Eastland St., County Roads 1730, 1731 and 1741, East 8th St., Date Palm Dr., Palmetto St., Royal Palm, Sabal Palm Dr., Mile 1 East, Diego Dr., Micaela Dr., Progress St., Industrial, Park St., Vogel t., Mile 7 North, Las Palmas Dr., Orange St., Alamo St., E 2nd, 5th, 6th, 7th, 8th, 9th, 10th, 11th, 12th and 13th Sts., Franco Drive, Santos Ave., Normalinda Ave. Caroline Ave., Alexandria, Arroyo Cir., Normalinda Cir., LA Cir., Belinda, Closner Blvd. Valle Verde Dr., Hereford, Brahman, Angus and Beefmaster Sts., Mercedes Dr., N and S Garden St., Lantana Ln., Mirasol St., Cenizo St., Esperanza St., David Reyes, David Dominguez, Pedro Martinez, St., J A Garcia St., N, E, S, and West Melton Park Dr., San Jacinto Ave., Dawson Rd., Maerose Ave., Palmetto Ave., Loretta Ave., Patricia Ave., Brooks Ave., N Capisallo Rd., Chapman St., Ebony Blvd., Ash, Birch, Cedar, Dogwood., Amigos Ln., Avenue C, Nevada, Kansas, Iowa and Florida Aves., Dowler St., Bruce St., Tiger Ln., Oak Ridge Dr., Prosperity Dr., E 17th St., Ruby Red St., Alex St., Tangelo Ave. Valencia, Connie St., Santos St., Armory Dr., Caldeira St., Cindy Ln., Taylor Dr., Webb St., Cedar St., Hill St., N & S Ohio Ave.,

Duval St., N & S Texas Ave., N & S Missouri Ave., Gillman Ave., Garcia Ave., Silver Ave., N & N & S Washington Ave., Anacuitas, Star St., Cameron St., W 1st St, Hidalgo St., N & S Virginia St., N & S Georgia St., Ruben Vela & Gilberto Perez, S Illinois St., W 3rd, 4th, 5th, 6th, 7th, 8th, 10th, 12th, 14th, 15th, 16th and 17th Sts., North St., Jones Ave., Hendrick Ave., N Vermont St., Tangerine Ave., Dallas St. Willacy St., Retama, Levee Road # 3, N Colorado, Michigan Ave., Matamoros, Reynosa Ave., Frances Ave., Palm Ave., Maryland Ave, Mathes Ave., Garza Ave., Turkey Trot St., Mile 6, 6 ½ & 7 North, Mesquite Ln., Ebony Ln., Mesquite Dr., Liberty St., Mile 2 West. East West Blvd., Dakota Ave., Ebony Ave., Tamarack Ave., Med High Dr., Date Palm, Kendalwood, Hackberry, Lazbuddie Ln. E & W, N & S Oak, Pecan, Maple, Scott, Jeff, Ash, Yolanda, Donna St., Donna Ave., Dona Ln., Juanita St., Santa Maria, and Carolina

Development Goals and Objectives

The development goals and objectives, which are expected to meet the specific needs of the City of Mercedes TIRZ District, are:

- Provide commercial and industrial opportunities for developers and companies seeking commercial building sites through the extension and expansion of the water and sewer systems.

- Secure future water rights for Mercedes residents and insure that the entire City is under the City of Mercedes CCN.

- Provide for new commercial and residential opportunities through the completion of the additional arterial and collector streets described in the Transportation, Chapter 4, of the City of Mercedes Comprehensive Plan.

- Begin to address the need for expanded housing opportunities for Mercedes residents and Mercedes workers who have to commute to work.

- Provide employment opportunities to service increasing population growth within the City and surrounding Hidalgo County.

8

- Improve the quality of life for Mercedes and eastern Hidalgo County residents through the completion of destination and local park facilities.

- Solve long-range storm drainage issues that affect the City and its residents.

- Enhance the quality of life within the City and western Hidalgo County through Economic Development Incentives.

- Address expanding City needs for additional municipal facilities.

- Provide for funds for the reconstruction of City Streets including, utility upgrades and sidewalk installation, that impede redevelopment or new development.

The City of Mercedes TIRZ District Project Plan and Reinvestment Zone Financing Plan provides a long term program to increase business opportunities and population within the District, using tax increment financing to fund required public improvements. This long-term program is expected to attract additional commercial and residential development to include affordable and market rate housing.

Planned Private Development

The City of Mercedes TIRZ Development Program includes;

Phase 1	2008-09	$20,000,000	Commercial
Phase 1a	2008-09	$2,250,000	Single Family
Phase 2	2010	$5,250,000	Commercial
Phase 2b	2010	$3,750,000	Single Family
Phase 3	2011	$1,500,000	Commercial
Phase 3a	2011	$3,000,000	Single Family
Phase 4	2012	$6,250,000	Commercial
Phase 4a	2012	$3,750,000	Single Family
Phase 5	2013	$2,500,000	Commercial
Phase 5a	2013	$3,750,000	Single Family
Phase 5b	2013	12,500,000	Multi-Family
Phase 6	2014	$2,500,000	Commecial
Phase 6a	2014	$3,750,000	Single Family
Phase 7	2015	$12,500,000	Commecial
Phase 7a	2015	$3,750,000	Single Family
Phase 8	2016	$2,500,000	Commecial
Phase 9	2017	$1,500,000	Commecial
Phase 10	2018	$3,250,000	Commecial
Phase 11	2019	$2,500,000	Commecial
Phase 12	2020	$2,500,000	Commecial
		$62,750,000	Commercial
		$12,500,000	Multi-Family
		$24,000,000	Single Family

The total private investment is expected to be in excess of $ 94,250,000

The projected values of future commercial development are based upon an analysis of the 2006 and 2007 and 2008 building permits issued by the City of Mercedes. Single and multi-family developments are projected at levels that begin to meet the needs of the existing population base and the additional need projected from future economic development within the Zone

Consideration has also been given to visits to the City from third party developers looking at commercial sites and enquiring about the availability of sewer, water and the location of other utilities.

Public Improvements Project Plan

The public improvements enumerated in the Project Plan, with an estimated cost of $70,000,000 provide for street and arterial right of way acquisition and the construction of additional east-west and north-south streets, the construction and expansion of the sewer and water treatment and distribution facilities, the addressing of housing issues that are impeding economic development, the remediation of the drainage issues that occur with all significant rainfalls, the need for additional public safety and municipal facilities, the purchase of property for Economic Development Incentives and the construction of regional and local park facilities. The public improvements planned for the City of Mercedes TIRZ District are designed to help meet the long-term needs to secure and insure growth and investment in the City and western Hidalgo County.

Planned Public Construction

The City of Mercedes TIRZ Development Program will begin construction in 2010 with construction continuing on an annual basis through 2032, the development program includes;

Public Improvements

Street and Arterial Right of Way Acquisition	$	1,000,000
New North-South Arterials and Collectors	$	2,500,000
New East-West Arterials and Collectors	$	5,000,000
Sewer Plant	$	3,500,000
Collector Trunk Line Expansion	$	9,000,000
Water System Expansion		
Water Rights Acquisition	$	2,000,000
Expand CCN to entire City	$	4,000,000
Water Storage Facility	$	3,500,000
Municipal Facilities Acquisition and Development		
Fire & Public Safety	$	3,000,000
Public Works	$	3,000,000
Regional Park	$	6,000,000
Local Parks	$	1,000,000
Historic Buildings	$	2,500,000
Library	$	3,000,000
Street Reconstruction	$	10,000,000
Utility Relocation	$	4,000,000
Economic Development	$	7,000,000
Total Public Improvements	$	70,000,000

Financing Plan

The TIRZ Financing Plan provides for tax increment allowable expenses in the approximate amount of $32,268,618. The Reinvestment Zone Financing Plan provides for incremental financing and predicts revenues for Tax Increment Reinvestment Zone # One, City of Mercedes.

Conclusions

Based upon a set of conservative assumptions and analysis of the Project Plan and Reinvestment Zone Financing Plan, the City of Mercedes has concluded that the Project Plan and Reinvestment Zone Financing Plan is feasible.

Section II – Project Plan

Background

On June 17, 2008 the City Commission of the City of Mercedes approved a "Resolution of Intent" to consider the creation of the City of Mercedes TIRZ through Ordinance #2008-25. On December 16, 2008, the City Commission approved Ordinance #2008-33, which authorized the creation of the TIRZ and appointed a Board of Directors for the Zone.

Meetings and statutory presentations were held with individuals and taxing entities in Hidalgo County on the following dates:

- Hidalgo County Commissioners Court on December 16, 2008
- Mercedes Independent School District on December 8, 2008

Program Concepts

The City of Mercedes TIRZ District represents an important opportunity for the City of Mercedes to develop a viable long-range revitalization plan for areas of the City, which have lacked a wide range of commercial, and single and multi-family housing opportunities. New commercial/retail/food service/office warehouse/industrial and lodging construction are the key components of the revitalization plan. Increased employment opportunities for Mercedes and the surrounding county and community residents will be enhanced through the development and redevelopment activity within the Zone.

Development Goals and Objectives

The planned public improvements within the City of Mercedes TIRZ District will insure the future of the City as a viable option as companies look to expand or relocate. The addition of lodging facilities will complement the destination retail being developed in Mercedes allowing western Hidalgo County to benefit from the current and future economic activity being generated by that facility

Description of District

The City of Mercedes TIRZ District is located throughout the City. It uses a series of major through-fares and city street right-of-ways to connect the various properties within the Zone. The total assessed value of the property in the Zone, the Base Value of the Zone, is approximately $74,173,671 per the Hidalgo County Appraisal District. The City of Mercedes TIRZ zone includes approximately 1,053 acres of public and privately held land surrounding the City as shown on the map of properties attached to this document as Exhibit "B".

Existing Uses and Conditions

The City of Mercedes has determined that the improvements in the Zone will significantly enhance the value of all of the taxable real property in the Zone and will be of general benefit to the municipality, and that the Zone area meets the requirements of Section 311.005 of the Act, being that the Zone area:

(2). Is predominantly open, and because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impairs or arrests the sound growth of the City and

The City of Mercedes, pursuant to the Act, further finds and declares that:

1. The proposed zone is a contiguous geographical area located wholly within the City limits of Mercedes;
2. Less than ten percent (10%) of the property in the proposed Zone is used for residential purposes, as the term "residential" is defined in Section 311.006(d) of the Act;
3. The total appraised value of the taxable real property in the proposed Zone or in existing reinvestment zones, if any, does not exceed fifteen per cent (15%) of the total appraised value of taxable real property in the City and in industrial districts, if any, created by the City;
4. The proposed Zone does not contain more than fifteen percent (15%) of the total appraised value of real property taxable by Hidalgo County and the Mercedes Independent School District,
5. Development or redevelopment within the boundaries of the proposed Zone will not occur solely through private investment in the reasonably foreseeable future.

City of Mercedes TIRZ Zoning

Properties proposed to be in the Zone are currently zoned; "N – Newly Annexed"; "A-2 Single Family Residence;" "B-2 Two Family Residence;" "C – Apartment"; "RMH – Mobile Home"; "B – Business District"; "C – Business District;" "A – Industrial;" "B – Industrial;" and "LI – Industrial. "N – Newly Annexed" is a holding zoning, which allows only those uses applicable to an "A – Single Family Residence, the most restrictive property zoning in the City of Mercedes.

Anticipated zoning changes include the addition of "C – Apartment" zoning the replacing of all "N-Newly Annexed" zoning with commercial and industrial zoning and the addition of "PD" Planned Development District. There are no proposed changes in zoning ordinances, the City of Mercedes Comprehensive Master Plan, building codes or subdivision rules and regulations.

Non-Project Costs

The City may from time to time purchase historic structures located throughout the City using TIRZ revenue for acquisition and rehabilitation. The TIRZ Board shall determine potential purchasers of the designated structures based upon the desired use of the structures by the City. Net proceeds from the sale of the designated structures shall be deposited into the TIRZ fund established by the City.

Proposed Public Improvements

STREET AND ARTERIAL RIGHT OF WAY ACQUISITION

Recent population growth and an expanded commuter workforce have increased the demands on city infrastructure, specifically streets. As a result, the City of Mercedes has identified several streets for extensions. The City has also identified through its "Long Range Thoroughfare Plan" additional collector and arterial streets that will facilitate vehicular movement throughout the City. As development occurs naturally the City, through its platting process, will require the dedication of right of way and the construction of the streets identified in its long-range plan. In order to facilitate additional growth in the area of development the City may acquire additional right of way from adjacent landowners for future street construction.

NEW NORTH SOUTH ARTERIALS AND COLLECTORS AND EAST WEST ARTERIALS AND COLLECTORS

The City through its "Long Range Thoroughfare Plan" has identified the following street connections and improvements to improve circulation and vehicle flow and facilitate public safety and fire vehicular efficiency.

1. Extension of Mile 8 North from Baseline Road west through the floodway to connect to Mile2W Road (and FM1015).
2. Extension of a north/south collector from Expressway 83 N. Frontage Road north to Mile 8 North near the eastern bank of the floodway.
3. Extend a proposed collector between N. Baseline Road and Mile ½ East.
4. Extend the principal arterial Mistletoe/Rio Rico/FM491 that ends now at Business 83 north to Expressway Frontage.
5. Extend a collector west from the end of 17th Street to the southward extension of Vermont Ave.
6. Extend Vermont as a collector south all the way to the proposed westward extension of 17th Street

SEWER PLANT AND COLLECTOR TRUNK LINE EXPANSION

The City of Mercedes currently consumes on average 2.4 million gallons of water per day (MGD). The City needs to increase its water treatment capacity to 11 MGD for long-term growth. The current water treatment facilities are on average over 50 years old and are difficult to maintain and to modernize. The plant does not have the ability to process effluent for reuse, something that will become increasingly important as the Valley population continues to expand. The anticipated cost for the additional treatment capacity and ground storage is $3,500,000 and expansion and significant upgrading of the collection system are anticipated to cost an additional $9,000,000.

WATER SYSTEM EXPANSION

The City does not have adequate water rights to service its existing population. Water rights are increasing in cost every year and will not be available forever. The City needs to secure enough additional rights to address its current population growth as well as growth into the future.

The City needs to secure the CCN for the entire City. Negotiations are underway with North Alamo Water Supply Corporation to secure the transfer of their CCN and associated water infrastructure particularly along the commercial corridors where it is critical to development that there be adequate water pressure for fire hydrant and fire suppression system flows. Once the CCN territory and the infrastructure are acquired, physical upgrades will be necessary to provide larger waterlines with more water pressure.

Currently the City has no storage capacity for its daily water use. The City engineer has recommended a ground storage tank with between a 2 and 3-day supply of water to meet emergency demand in the event of a major storm. The construction of this facility will be in conjunction with Parks and/or other municipal facilities and will be built with as much multi-functionality as is possible.

MUNICIPAL FACILITIES ACQUISITION AND DEVELOPMENT

Fire and Public Safety: The City has identified additional modern fire safety facilities as its greatest public safety requirement. Funds from the TIRZ will be used to acquire the most advantageous site in the City and for the construction of the new facility

Public Works: The City needs to combine all of its public works equipment and workers into a single modern yard with repair and maintenance facilities. Having workers and equipment at a number of location works to create inefficiency and additional cost to the taxpayer. Funds from the TIRZ will be used to acquire the most advantageous site in the City and for the construction of the new facility

Regional Park: The City in conjunction with the School District will develop a regional park serving all of western Hidalgo County. Adequate playing fields for organized sports are a prerequisite for developing are youth. Young people who participate in team sports activities are less likely to engage in risk taking behavior and more likely to complete school. The facility will also be of use to large groups and family reunions and will complement the RGV Fairgrounds.

Local Parks: Fostering a sense of community is a goal of the City. Small neighborhood parks on vacant strips of land provide for gathering places for neighbors to meet and come to know one another. The City will identify through neighborhood meetings and public hearings tracts of land that may be available to develop and economically maintain.

Historic Buildings: The Mercedes Fire Station as well as a number of private historic buildings need to be modified for modern reuse while preserving their historic facades. Historic preservation will also serve to extend the stay of visitors to the area that were attracted by the Outlet Mall. Additional buildings of significant historic value may become available which the City would want to acquire to protect and renovate through the use of TIRZ funds.

Library: The City and its residents are proud of their library facility. Use of the facility has grown annually and it is at the edge of its ability to adequately meet the needs of the residents. Funds for the expansion of the facility as well as additional parking are included in the Zone.
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STREET RECONSTRUCTION

Older streets that were either county roads or private streets that have been annexed into the City need to be widened and rebuilt to facilitate increased traffic and safety issues and to bring the roads up to City code. The City through its "Long Range Thoroughfare Plan" has identified two particular streets that need to be upgraded to collectors to facilitate future industrial and retail traffic: M 1 1/2 E south and Mile 2 ½ E south from Expressway 83 south to Business 83. Many of the existing city streets need to be reconstructed to include curbs, drains and sidewalks to facilitate the movement of water off of them during periodic heavy rainfall.

UTILITY RELOCATION

The City needs to provide funding in the course of street reconstruction for the relocation of the existing utilities. TxDot also looks to the City to provide for funding for the relocation of utilities when they are doing street reconstruction. The relocation is expensive because the City must maintain water and sewer service while at the same time installing new lines.

ECONOMIC DEVELOPMENT

Economic development incentives will be tied to the hiring and training of western Hidalgo County and Mercedes residents. The properties located within the Tax Increment Zone will not be eligible for either City or County property tax abatement. Economic development is an allowable expense under Chapter 311 of the Texas Tax Code and Zone funds will be used to augment other economic development incentives.

The planned improvements are designed to begin to meet the long-term needs to secure growth and investment in Mercedes and western Hidalgo County.

SECTION III - Project Feasibility

The feasibility of any development has two aspects that must be considered:

1. Financial feasibility
2. Market or economic feasibility feasibility.

The purpose of the TIRZ is to address the financial aspect of the development. TIRZ incremental funds provide for a portion of the development costs incurred for public improvements, thus insuring the financial feasibility of the Project. This project is financially feasible and can be developed with the funding of public improvements from TIRZ funds, however the City acknowledges that the incremental funds to be generated from the project do not cover all of the cost of the proposed public improvements and that other funding sources will be necessary.

Market or economic feasibility addresses issues relating to product absorption, type of product, and demand. The existing economic base is expected to increase due to new commercial opportunities that will be generated through the business expansion that is a result of the $14,548,063 in commercial building permits issued by the City of Mercedes in the first 10 months of 2008. Additionally developers and builders have approached the City with preliminary plans for which they will be pulling permits in 2009 and 2010. The funding of the sewer and water plant expansions will insure that permits will be able to be issued to these builders and developers. There is strong interest from the lodging industry is securing sites for construction due to the Phase 2 and Phase 3 expansions of the Outlet Shopping Mall in the City of Mercedes.

There is demonstrated demand for the type and size of the planned private improvements in the Zone. The public improvements schedule for the Zone will insure that these private improvements are built.

SECTION IV – REINVESTMENT ZONE FINANCING PLAN

Tax Increment Financing

The Tax Increment Financing Act (Chapter 311 of the Tax Code), provides for municipalities to create "reinvestment zones" within which various public works and improvements can be undertaken, using tax increment revenues, bonds or notes, to pay for those improvements. At the time an area is designated a reinvestment zone for tax increment financing ("TIF"), the existing total of appraised value of real property in the zone is identified and designated as the "tax increment base." Taxing units levying taxes in the zone during its life are limited to revenues from this base.

Public improvements are made in the area to attract private development that would not otherwise occur. As the costs of new development are added to the tax rolls, property values will rise. This rise in new value is called the "captured appraised value." The taxes that are collected by the participating taxing jurisdictions on the increment between the base value and the new higher value, the tax increment, are then deposited into a TIF Trust Fund, which is used to pay for the public improvements. Once the public improvements are completed and paid for, the TIF is dissolved and any remaining amounts of taxes collected are kept by the taxing jurisdiction. In effect, the taxing jurisdictions are "investing" future earnings to receive the benefit of higher tax revenues from new development. Taxing jurisdictions are not restricted from raising their tax rate during the life of the zone.

Financing Plan

The Reinvestment Zone Financing Plan developed by the City provides that potentially $32,268,618 of public improvements will be paid for with TIF funds. The Reinvestment Zone Financing Plan also projects incremental funds for financing and revenues for the City of Mercedes TIRZ. It is not anticipated that tax increment funds in an amount to fully reimburse the City for all approved project costs will be generated over the projected life of the Zone

Financing Method: Incremental funds will be spent as they accrue and TIF Revenue Bonds in an amount that can be debt serviced from TIRZ revenue may be issued for larger projects and paid for with annual TIRZ proceeds. It is estimated that bonded indebtedness would not exceed $10,000,000.

Financing Policy: The goal of the City of Mercedes TIRZ District is to borrow only those funds needed as the necessity arises in order to reduce interest expense.

Long Term Financing: The developers of the commercial/industrial/Retail sites and the single and multi-family homes will arrange for long term financing for their individual projects.

Relocation Plan For Current Residents

There will be no relocation of Mercedes residents.

Development Schedule and Assumptions

The Development Schedule is based upon the immediate needs of the City and the public works are listed by priority. The City intends to remain flexible in order to leverage other funds with TIRZ funds to maximize the efficiency of the City's funds. TIRZ funds will fund less than 50% of the identified City capital improvements and the City will look to other sources of revenue to make up the difference.

Financial Assumptions

No tax rate changes have been factored into the financial pro forma's for the District. All projections assume that taxable appraised value and tax rates will remain unchanged. It has also been assumed that the taxing entities will continue to collect tax revenues at the same rate and that homestead and other exemption rates will remain unchanged. The finance plan assumes a collection rate of 97.5% because 70% of the new development will be in the form of commercial construction. The long-term lenders who do the permanent financing for these types of projects generally require proof that the taxes are current. Residential projects that receive incentive financing will have, as a term of the assistance, to have property taxes included in the mortgage payments. The City acknowledges that in any given year the amount of taxes collected will fall below 97.5% but over the life of the Zone these delinquent taxes will be paid. The City is proposing to put all of its ad valorum increment into the Zone and 1% of the sales tax income generated from Phase 2 and 3 of the Rio Grande Valley Outlet Mall into the Zone.

Administrative Expenses

The inter-local agreement by and between Hidalgo County, the City of Mercedes and Reinvestment Zone Number One provides for administrative expenses in the amount of $25,000. It is not the intention of the City to ever charge the Zone an administrative expense. The funds are provided for the contingency that the County may at some future time levy and administrative expense to process payment to the Zone.

City of Mercedes
Project Review

City of Mercedes - TIF Reinvestment Zone # One

Summary Fact Sheet
December 5, 2008

Plan of Finance

Site Area		1,053.000	Acres
Base Value Estimate (2008)		$74,173,671	

Project:

Phase 1	2008-09	$20,000,000	Commercial
Phase 1a	2008-09	$2,250,000	Single Family
Phase 2	2010	$5,250,000	Commercial
Phase 2b	2010	$3,750,000	Single Family
Phase 3	2011	$1,500,000	Commercial
Phase 3a	2011	$3,000,000	Single Family
Phase 4	2012	$6,250,000	Commercial
Phase 4a	2012	$3,750,000	Single Family
Phase 5	2013	$2,500,000	Commercial
Phase 5a	2013	$3,750,000	Single Family
Phase 5b	2013	12,500,000	Multi-Family
Phase 6	2014	$2,500,000	Commecial
Phase 6a	2014	$3,750,000	Single Family
Phase 7	2015	$12,500,000	Commecial
Phase 7a	2015	$3,750,000	Single Family
Phase 8	2016	$2,500,000	Commecial
Phase 9	2017	$1,500,000	Commecial
Phase 10	2018	$3,250,000	Commecial
Phase 11	2019	$2,500,000	Commecial
Phase 12	2020	$2,500,000	Commecial

Totals

$62,750,000	Commercial	
$12,500,000	Multi-Family	
$24,000,000	Single Family	

Assumptions

Captured Value	$ 94,250,000	
Growth Factor	0.00%	
Collection Rate	97.50%	
Estimated Total TIF Revenues	$ 32,268,618	
Estimated TIF Life	25	Years

Schedule of Projected Income from Value of New Tax Increment

	City of Mercedes Tax Increment Zone # 1								Hidalgo County				
Tax Year	Beginning Assessed Value	Annual Value of New Development	Projected Year-End Assessed Value	Projected Captured Taxable Value	Tax Rate	Ad Valorum Tax Increments	Projected Sales Tax Revenue 1.0%	Combined City TIF Collections	Fiscal Year Ending	Captured Taxable Value	Tax Rate Contribution	Tax Increments	Fiscal Year Ending	Combined City/County TIF Collections
2008	74,173,671	-	74,173,671		0.8500		91,947	91,947	2008		0.520000		2008	91,947
2009	74,173,671	22,250,000	96,423,671	22,250,000	0.8500		193,089	193,089	2009	22,250,000	0.520000		2009	193,089
2010	96,423,671	9,000,000	105,423,671	31,250,000	0.8500	184,397	196,767	381,163	2010	31,250,000	0.520000	112,808	2010	493,971
2011	105,423,671	4,500,000	109,923,671	35,750,000	0.8500	258,984	200,444	459,429	2011	35,750,000	0.520000	158,438	2011	617,866
2012	109,923,671	10,000,000	119,923,671	45,750,000	0.8500	296,278	204,122	500,400	2012	45,750,000	0.520000	181,253	2012	681,653
2013	119,923,671	18,750,000	138,673,671	64,500,000	0.8500	379,153	207,800	586,953	2013	64,500,000	0.520000	231,953	2013	818,906
2014	138,673,671	6,250,000	144,923,671	70,750,000	0.8500	534,544	211,478	746,022	2014	70,750,000	0.520000	327,015	2014	1,073,037
2015	144,923,671	16,250,000	161,173,671	87,000,000	0.8500	586,341	215,156	801,497	2015	87,000,000	0.520000	358,703	2015	1,160,199
2016	161,173,671	2,500,000	163,673,671	89,500,000	0.8500	721,013	218,834	939,846	2016	89,500,000	0.520000	441,090	2016	1,380,936
2017	163,673,671	1,500,000	165,173,671	91,000,000	0.8500	741,731	222,512	964,243	2017	91,000,000	0.520000	453,765	2017	1,418,008
2018	165,173,671	3,250,000	168,423,671	94,250,000	0.8500	754,163	222,512	976,674	2018	94,250,000	0.520000	461,370	2018	1,438,044
2019	168,423,671	2,500,000	170,923,671	96,750,000	0.8500	781,097	222,512	1,003,609	2019	96,750,000	0.520000	477,848	2019	1,481,456
2020	170,923,671	2,500,000	173,423,671	99,250,000	0.8500	801,816	222,512	1,024,327	2020	99,250,000	0.520000	490,523	2020	1,514,850
2021	173,423,671	-	173,423,671	99,250,000	0.8500	822,534	222,512	1,045,046	2021	99,250,000	0.520000	503,198	2021	1,548,244
2022	173,423,671		173,423,671	99,250,000	0.8500	822,534	222,512	1,045,046	2022	99,250,000	0.520000	503,198	2022	1,548,244
2023	173,423,671		173,423,671	99,250,000	0.8500	822,534	222,512	1,045,046	2023	99,250,000	0.520000	503,198	2023	1,548,244
2024	173,423,671		173,423,671	99,250,000	0.8500	822,534	222,512	1,045,046	2024	99,250,000	0.520000	503,198	2024	1,548,244
2025	173,423,671		173,423,671	99,250,000	0.8500	822,534	222,512	1,045,046	2025	99,250,000	0.520000	503,198	2025	1,548,244
2026	173,423,671		173,423,671	99,250,000	0.8500	822,534	222,512	1,045,046	2026	99,250,000	0.520000	503,198	2026	1,548,244
2027	173,423,671		173,423,671	99,250,000	0.8500	822,534	222,512	1,045,046	2027	99,250,000	0.520000	503,198	2027	1,548,244
2028	173,423,671		173,423,671	99,250,000	0.8500	822,534	222,512	1,045,046	2028	99,250,000	0.520000	503,198	2028	1,548,244
2029	173,423,671		173,423,671	99,250,000	0.8500	822,534	222,512	1,045,046	2029	99,250,000	0.520000	503,198	2029	1,548,244
2030	173,423,671		173,423,671	99,250,000	0.8500	822,534	222,512	1,045,046	2030	99,250,000	0.520000	503,198	2030	1,548,244
2031	173,423,671		173,423,671	99,250,000	0.8500	822,534	222,512	1,045,046	2031	99,250,000	0.520000	503,198	2031	1,548,244
2032	173,423,671		173,423,671	99,250,000	0.8500	822,534	222,512	1,045,046	2032	99,250,000	0.520000	503,198	2032	1,548,244
						822,534		822,534	2033			503,198	2033	1,325,732
	Totals	$ 94,250,000				16,732,463	5,299,825	22,032,288				10,236,330		
	Years 2008 - 9					0.00%				Participation Level		100% M & O		
	Thereafter					0.000				Tax Rate Growth Factor		0.00%		32,268,618
	Tax Rate Collection Factor					97.5%				Tax Rate Collection Factor		97.50%		

Project Budget

Street and Arterial Right of Way Acquisition	$	1,000,000
New North-South Arterials and Collectors	$	2,500,000
New East-West Arterials and Collectors	$	5,000,000
Sewer Plant	$	3,500,000
Collector Trunk Line Expansion	$	9,000,000
Water System Expansion		
Water Rights Acquisition	$	2,000,000
Expand CCN to entire City	$	4,000,000
Water Storage Facility	$	3,500,000
Municipal Facilities Acquisition and Development		
Fire & Public Safety	$	3,000,000
Public Works	$	3,000,000
Regional Park	$	6,000,000
Local Parks	$	1,000,000
Historic Buildings	$	2,500,000
Library	$	3,000,000
Street Reconstruction	$	10,000,000
Utility Relocation	$	4,000,000
Economic Development	$	7,000,000
Total Public Improvements	$	70,000,000

Financial Feasibility

Based upon a set of conservative assumptions and analysis of the project-financing plan, the City of Mercedes has concluded that the plan is feasible.

Conclusions

Based upon a set of conservative assumptions and analysis of the City of Mercedes Tax Increment Reinvestment Zone District Project Plan and Reinvestment Zone Financing Plan, The City of Mercedes TIRZ has concluded that the City of Mercedes TIRZ District Project Plan and Reinvestment Zone Financing Plan is feasible.

The success of the City of Mercedes TIRZ District project plan will encourage other mixed-use commercial/industrial/retail/lodging and market rate residential and affordable housing. The new residential population base; will support an expanding retail base, will supplement the existing job market, will attract additional private development into the City of Mercedes and Western Hidalgo County and will serve to stabilize and enhance future property values.

Board of Directors of Tax Increment Reinvestment Zone Number One, City of Mercedes

1.	**Joel Quintanilla**	**Chairman, City of Mercedes**
2.	**Sylvia Handy**	**Hidalgo County**
3.	**Dianna G. Tovar**	**City of Mercedes**
4.	**Leonardo Garcia Jr.**	**City of Mercedes**
5.	**Ruben Guajardo**	**City of Mercedes**

APPENDIX A

TIRZ REQUIREMENTS

Section 311 of the State Tax Code (Tax Increment Financing Act) specifies that TIRZ (TIF) project and financing plans meet certain requirements. These requirements are listed below, along with a reference indicating where these elements can be located in the plan.

Project Plan

1. Map of existing uses and conditions	Exhibit A Page 21
2. List proposed improvements and uses	Pages 10-12
3. Description of Zone Property	Page 8
4. Project Feasibility	Page 13
5. Proposed zoning changes	Page 9
6. Estimated non-project costs	Page 9
7. Relocation plan for current residents	Page 14

Financing Plan

1. Detailed estimate of project costs.	Page 18
2. Proposed public improvements	Pages 18
3. Project Timeline	Page 17, 19
4. Estimated amount of bonded indebtedness	Page 14
5. Time when costs/obligations will be incurred	2010 - 2032
6. Methods of financing, sources of Revenue	Page 17
7. Current total appraised value.	Page 16
8. Estimated captured appraised value	Page 17
9. Duration of Zone	Page 16-17

EXHIBIT “A”

Map of Zone Properties Per Hidalgo County Appraisal District

AI-24898 **16.A.**

Requesting approval for County Judge to sign
CC REGULAR

Date:	01/25/2011
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Precinct #2

Information

CAPTION

Requesting authority for Co. Judge to execute "Application for Standard Texas Exempt License Plates" form (approved thru CC H-GAC Vendor on 10/13/2009 / AI-17836) for a 2009 Asphalt Milling Machine.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact. For signature purposes only.

Attachments

Link: application

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/19/2011 02:15 PM	APRV
2	Roland Garcia	Rolando Garcia	01/21/2011 03:00 PM	APRV
3	Auditor's Office		01/21/2011 05:21 PM	NEW

Form Started By: Yolanda Cisneros — Started On: 01/19/2011 01:34 PM

Final Approval Date: 01/21/2011

Texas Department of Transportation

VTR-62-A (Rev. 6/2000)
DHT # 142252

APPLICATION FOR STANDARD TEXAS EXEMPT LICENSE PLATES

(Over for Instructions)

[1] **COUNTY** Hidalgo

FOR DEPARTMENT USE ONLY
DATE LIC. ISSUED

[2] YEAR MODEL	[3] MAKE OF VEHICLE	[4] BODY STYLE	[5] VEHICLE IDENTIFICATION NUMBER	TRAILER OR SEMITRAILER [6] EMPTY WEIGHT	TRAILER OR SEMITRAILER [6] GROSS WEIGHT	EQUIP NO. (IF ANY)	
2009	AZ550B		Asphalt Milling Machine				

NOTE: YOU MAY USE THIS FORM FOR 10 VEHICLES OR LESS.

Vehicle(s) shown above will be operated by/or leased to [7] Hidalgo County Pct.#2
Name of Exempt Agency

[8] 300 West Hall Acres, Suite G. Pharr Texas 78577
Mailing Address Zip Code

[9] Yolanda Cisneros [10] (956) 787-1891
Contact Person Daytime Phone

[11] ☐ CHANGING FROM REGULAR ISSUE EXEMPT LICENSE PLATES TO STANDARD TEXAS EXEMPT LICENSE PLATES.

[12] ☐ THIS IS A REPLACEMENT REQUEST FOR STANDARD EXEMPT LICENSE PLATE NUMBER _____ that was:
[CHECK ONE] ☐ Lost ☐ Stolen ☐ Mutilated

[13] **STATUTE NUMBER** _____ To be shown for all Political Subdivisions created under Art. 16, § 59 of the Constitution of Texas. For federal government, state, cities, counties and school districts, the statute number is not required.

TRANSPORTATION CODE § 502.2015 PROVIDES EACH VEHICLE LISTED ON THIS FORM MUST HAVE PRINTED ON EACH SIDE OF THE VEHICLE THE NAME OF THE AGENCY IN LETTERS THAT ARE AT LEAST TWO INCHES HIGH OR IN AN EMBLEM THAT IS AT LEAST 100 SQUARE INCHES IN SIZE, AND OF A COLOR SUFFICIENTLY DIFFERENT FROM THE BODY OF THE VEHICLE TO BE CLEARLY LEGIBLE FROM A DISTANCE OF 100 FEET.

Your signature on this form certifies that you are in compliance with Transportation Code § 502.2015.

[14] _____
Signature of Authorized Agent

[15] County Judge
Title

Approved by Commissioners' Court
on _____

INSTRUCTIONS

1. Indicate county of residence.
2. Indicate year model of vehicle, trailer, machinery, or motorcycle.
3. Indicate make of vehicle or trade name.
   - **If trailer is shopmade or homemade, indicate that as make.**
4. Indicate body style.
   - For commercial vehicles - pickup, dump, garbage, box van, utility, flatbed, or truck tractor.
   - For trailers - utility, flatbed, stock, box, livestock, or stake.
5. Indicate vehicle identification number or serial number.
6. **For trailers only. Must show empty and gross weight.**
   - The gross weight is the empty or shipping weight **plus** the heaviest load to be carried.
7. Indicate the name of the exempt agency.
8. Indicate the mailing address and zip code for delivery of exempt plates.
   - Note: exempt plates will be mailed to this address.
9. Indicate name of person to contact if we have any questions.
10. Indicate daytime telephone number.
11. If your agency currently has exempt plates for unmarked units, please check this box if switching to standard exempt plates for marked units.
12. Indicate if plates or stickers are lost, stolen, or mutilated.
13. Indicate statute number for all political subdivisions.
14. Must have signature to comply with transportation code § 502.2015.
15. Indicate title of authorized agent.

STANDARD TEXAS EXEMPT LICENSE PLATES

Phone (512) 374-5010, Option # 6

- If a Texas title has been issued in the name of the agency, mail this form directly to the Texas Department of Transportation.

- If a Texas title has not been issued in the name of the agency, an application for Certificate of Title and evidence of ownership, including an odometer disclosure statement, must be attached to this form and mailed to:

ATTENTION EXEMPTS
VEHICLE TITLES AND REGISTRATION DIVISION
TEXAS DEPARTMENT OF TRANSPORTATION
CHIMNEY CORNERS STATION
P.O. BOX 26480
AUSTIN, TX 78755-0480

- If an Application for Certificate of Title records a lien **OR** indicates the vehicle is leased from a non-exempt agency, file this form, the Application for Title, and all evidence of ownership with the local County Tax Assessor-Collector's office.

Do not mail directly to the Texas Department of Transportation.

<<< PLEASE NOTE >>>

- Volunteer fire departments are required to submit Form 62-F to obtain exempt license plates.
- Emergency ambulance services are required to submit Form VTR-62-EMS to obtain exempt license plates.
- Trailers weighing in excess of 4,000 lbs empty must be titled.
- Semitrailers weighing in excess of 4,000 lbs gross must be titled.

A FEDERAL TAX EXEMPTION STATUS OR THE ASSIGNMENT OF A COMPTROLLER I.D. NUMBER DOES NOT ESTABLISH ELIGIBILITY FOR EXEMPT REGISTRATION.

REPLACEMENTS FOR STANDARD EXEMPT LICENSE PLATES

If Standard Exempt License Plates become lost, stolen, or mutilated, this properly executed form must be submitted directly to the Special Plates Branch in Austin. Immediately upon receipt of the replacement license plates, any plate remaining on the applicant's vehicle should be removed and surrendered with the exempt license receipt to the Exempt Section at the above address for cancellation.

For Replacements for ALIAS EXEMPT LICENSE PLATES, use Form VTR-62-G.
For Replacements for REGULAR EXEMPT LICENSE PLATES, use Form VTR-119.

Recycled Paper

AI-24941 **16.B.**

Requesting Interlocal Cooperation Agreement with City of San Juan, City of Alamo & County of Hidalgo for Ridge Road Project

CC REGULAR

Date:	01/25/2011
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Precinct #2

Information

CAPTION

1. Approval of Interlocal Cooperation Agreement Project for drainage improvements between the City of Alamo, the City of San Juan and the County of Hidalgo.

2. Approval of Interlocal Cooperation Agreement between the City of San Juan, the City of Alamo, Texas and the County of Hidalgo, Texas for the Ridge Road drainage improvement project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-122-059-0-731

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

BUDGETARY IMPACT:

**Appropriation (AI-24958) on CC 01/25/11 to fund $126,000.00 for project.

Precinct No.2 probable costs are $123,214.43

Attachments

Link: ICA - Ridge Road Project

Link: ICA Project

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/21/2011 02:41 PM	APRV
2	Roland Garcia	Rolando Garcia	01/21/2011 04:11 PM	APRV
3	Auditor's Office		01/21/2011 05:21 PM	NEW

Form Started By: Yolanda Cisneros — Started On: 01/20/2011 05:36 PM

Final Approval Date: 01/21/2011

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF SAN JUAN; THE CITY OF ALAMO, TEXAS AND THE COUNTY OF HIDALGO, TEXAS

THIS Agreement is made on this the ____ day of _____, 2011, by and among the **CITY OF ALAMO** hereinafter referred to as "Alamo" the **CITY OF SAN JUAN** hereinafter referred to as "San Juan" 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, Alamo is a home rule municipality located in Hidalgo County, Texas;

WHEREAS, San Juan is a home rule municipality located in Hidalgo County, Texas;

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

WHEREAS, County, Alamo and San Juan desire to make drainage improvements within the following described area defined by ¼ mile north of Ridge Road for the northern boundary, ¼ mile east of Cesar Chavez Road for the eastern boundary, ¼ mile south of Ridge Road for the southern boundary and ¼ mile west of Cesar Chavez Road for the western boundary;

WHEREAS, County, Alamo and San Juan, each pursuant to its statutory authority, are desirous that the necessary drainage improvements be done in order to alleviate the existing flood problems within their respective territorial rights.

WHEREAS, the drainage improvements to the area shall include, but not be limited to, installation of 72" drainage line, manholes, inlets, end wall and concrete rip-rap, and engineering (collectively the "Project");

WHEREAS, County, Alamo and San Juan recognize that the first step in making the desired improvements to the Project is the acquisition of sufficient right of way and the parties have agreed to cooperate in acquiring such right of way as herein described;

WHEREAS, the County, Alamo and San Juan are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Tex. Govt Code 791.001 et. seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

NOW THEREFORE, the County, Alamo and San Juan, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. San Juan, pursuant to Tex. Trans Code 251.012, authorizes County to perform the work and services described herein within its corporate city limits.

2. County will undertake the acquisition of right of way for the project, including but not limited to, title reports, appraisals, acquisition of right of way, and condemnation of right of way which cannot be acquired by agreement of the landowner.

3. County will retain a competent engineering firm and/or in house engineer to prepare all engineering, specifications, plans (including but not limited to construction and right-of-way plans) and maps necessary for the construction of the project, as necessary.

4. County shall be responsible for performing the work necessary to complete the Project, either through its own labor, equipment or materials, or through its agents, contractors or subcontractors, in an amount not to exceed Two Hundred Seventy Nine Thousand Three Hundred Twenty Two Dollars and 05/100 cents ($279,322.05).

5. Alamo shall contribute or otherwise fund a portion of the cost of the Project which is currently estimated to be no more than Seventy Nine Thousand Eight Hundred Ninety Eight Dollars and 68/100 cents ($79,898.68) within thirty (30) days from receipt of invoice from the County.

6. San Juan shall contribute or otherwise fund the balance of the cost of the Project which is currently estimated to be no more than Seventy Six Thousand Two Hundred Eight Dollars and 94/100 cents ($76,208.94) within thirty (30) days from receipt of invoice from the County.

7. Alamo and San Juan agree it is in their best interest to provide such assistance to County as described herein, as such Project will serve to alleviate flooding and water overflow that occurs within the area.

8. Alamo and San Juan shall at its sole cost and expense, make any adjustments to utilities which may be necessary for the construction of the Project.

9. **Hold Harmless Clause.** The parties agree to hold each other harmless from any and all liability that may arise and result from either party's performance under this Agreement.

10. **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 in such event the affected provision or provisions of this Agreement. The Agreement shall be modified only to the extent as necessary to conform the agreement to the applicable law bring them within the legal requirements and only during the time such conflicts exists.

11. **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.

12. **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.

13. **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.

14. **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 Alamo:	City of Alamo, Texas Attention: Mayor Rudy Villarreal 430 N. Tower Road Alamo, Texas 78516
If to San Juan:	City of San Juan Attention: Mayor Pedro Contreras 709 S. Nebraska San Juan, Texas 78589
If to County:	Hidalgo County Attention: Ramon Garcia, County Judge P.O. Box 758 Edinburg, Texas 78540-0758

With copy to: Commissioner, Precinct Number 2
Hector "Tito" Palacios
301 West Hall Acres Road
Pharr, Texas 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.

15. **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.

16. **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.

17. **Assignment**. This Agreement shall not be assignable.

18. **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.

19. **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.

20. **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.

21. **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

22. **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.

23. **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.

24. The approval of this Interlocal Cooperation Agreement by County in accordance with Texas Government Code 791.014 is evidenced by the exhibit attached hereto as Exhibit "A".

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

CITY OF ALAMO, TEXAS

_____
Rudy Villarreal, Mayor

ATTEST:

_____
City Secretary

CITY OF SAN JUAN, TEXAS

_____
Pedro Contreras, Mayor

ATTEST:

_____
City Secretary

COUNTY OF HIDALGO

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVE AS TO FORM:

ATLAS & HALL, L.L.P.

_____
By: Stephen L. Crain

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

EXHIBIT "A"

APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project to install a 72" drainage line, manholes, inlets, end wall and concrete rip-rap, and engineering (collectively the "Project"); through an Interlocal Cooperation Agreement to be entered into with the City of Alamo, Texas, City of San Juan, Texas, and Hidalgo County.

By vote on_____ 2011, the Hidalgo County Commissioners Court has approved the Project identified above.

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

By: _____
Stephen L. Crain

COMMISSIONER HECTOR "TITO" PALACIOS
Hidalgo County Precinct No. 2
Project: Ridge Road and Cesar Chavez Road
Drainage Improvements - City Participation
Location: Ridge Road and Cesar Chavez Road
Revision Date: May 19, 2010
Estimator: Raul E. Sesin, PE, CFM

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS
County of Hidalgo Cost Participation

Item	Description	Unit	Quantity	Unit Cost	Total
1.	72" RCP-RJ CL III	LF	1,303	$ 76.00	$ 99,028.00
2.	TYPE "CC" INLET (9.0 ft)	EA	2	$ 3,190.00	$ 6,380.00
3.	84" FIBERGLASS MANHOLE (14 FT)	EA	1	$ 3,599.00	$ 3,599.00
4.	84" FIBERGLASS MANHOLE (15 FT)	EA	1	$ 3,686.00	$ 3,686.00
5.	72" ENDWALL	EA	1	$ 3,000.00	$ 3,000.00
6.	ROAD REPAIR CALICHE	SY	67	$ 3.00	$ 200.00
7.	ROAD REPAIR ASPHALT	SY	67	$ 3.00	$ 200.00
8.	MATERIAL FOR MISC WORK	LS	1	$ 1,700.00	$ 1,700.00
9.	6" GRAVEL BEDDING	CY	157	$ 10.00	$ 1,568.43
10.	TRENCH PROTECTION	LF	1,303	$ 1.00	$ 1,303.00
11.	TRAFFIC CONTROL	LS	1	$ 2,550.00	$ 2,550.00
				TOTAL	**$ 123,214.43**

COMMISSIONER HECTOR "TITO" PALACIOS
Hidalgo County Precinct No. 2
Project: Ridge Road and Cesar Chavez Road
Drainage Improvements - City Participation
Location: Ridge Road and Cesar Chavez Road
Revision Date: May 19, 2010
Estimator: Raul E. Sesin, PE, CFM

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS
City of San Juan Cost Participation

Item	Description	Unit	Quantity	Unit Cost	Total
1.	72" RCP-RJ CL III	LF	1,303	$ 45.21	$ 58,908.63
2.	TYPE "CC" INLET (9.0 ft)	EA	2	$ 1,082.50	$ 2,165.00
3.	84" FIBERGLASS MANHOLE (14 FT)	EA	1	$ 3,054.52	$ 3,054.52
4.	84" FIBERGLASS MANHOLE (15 FT)	EA	1	$ 3,434.36	$ 3,434.36
5.	72" ENDWALL	EA	1	$ 1,250.00	$ 1,250.00
6.	ROAD REPAIR CALICHE	SY	67	$ 3.00	$ 200.00
7.	ROAD REPAIR ASPHALT	SY	67	$ 3.00	$ 200.00
8.	MATERIAL FOR MISC WORK	LS	1	$ 1,650.00	$ 1,650.00
9.	6" GRAVEL BEDDING	CY	157	$ 10.00	$ 1,568.43
10.	TRENCH PROTECTION	LF	1,303	$ 1.00	$ 1,303.00
11.	TRAFFIC CONTROL	LS	1	$ 2,475.00	$ 2,475.00
				TOTAL	**$ 76,208.94**

COMMISSIONER HECTOR "TITO" PALACIOS
Hidalgo County Precinct No. 2

Project: Ridge Road and Cesar Chavez Road
Drainage Improvements - City Participation
Location: Ridge Road and Cesar Chavez Road
Revision Date: June 03, 2010
Estimator: Raul E. Sesin, PE, CFM

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS
City of Alamo Cost Participation

Item	Description	Unit	Quantity	Unit Cost	Total
1.	72" RCP-RJ CL III	LF	1,303	$ 48.79	$ 63,573.37
2.	TYPE "CC" INLET (9.0 ft)	EA	2	$ 1,082.50	$ 2,165.00
3.	84" FIBERGLASS MANHOLE (14 FT)	EA	1	$ 3,054.52	$ 3,054.52
4.	84" FIBERGLASS MANHOLE (15 FT)	EA	1	$ 3,434.36	$ 3,434.36
5.	72" ENDWALL	EA	1	$ 1,250.00	$ 1,250.00
6.	ROAD REPAIR CALICHE	SY	67	$ 3.00	$ 200.00
7.	ROAD REPAIR ASPHALT	SY	67	$ 3.00	$ 200.00
8.	MATERIAL FOR MISC WORK	LS	1	$ 1,650.00	$ 1,650.00
9.	6" GRAVEL BEDDING	CY	157	$ 10.00	$ 1,568.43
10.	TRENCH PROTECTION	LF	1,303	$ 1.00	$ 1,303.00
11.	TRAFFIC CONTROL	LS	1	$ 1,500.00	$ 1,500.00
				TOTAL	**$ 79,898.68**

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

EXHIBIT "A"

APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project to install a 72" drainage line, manholes, inlets, end wall and concrete rip-rap, and engineering (collectively the "Project"); through an Interlocal Cooperation Agreement to be entered into with the City of Alamo, Texas, City of San Juan, Texas, and Hidalgo County.

By vote on_____ 2011, the Hidalgo County Commissioners Court has approved the Project identified above.

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

By: _____
Stephen L. Crain

AI-24900 **17.A.**

Pct #3 Road Improvement Eldorado Acres

CC REGULAR

Date:	01/25/2011
Submitted By:	Norma Ceballos, COMM. PCT. #3
Department:	COMM. PCT. #3
Agenda Category:	Precinct #3

Information

CAPTION

Discussion and approval of accepting participation from Ram Investments, DBA Eldorado Acres RV Park, (Mr. Rick Martin), in the amount of $24,198.20 for road improvement of Eldorado Acres.

BACKGROUND

Precinct #3 will provide labor and equipment.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact, Precinct #3 will provide labor and equipment.

Attachments

Link: Copy of Check/Map

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/19/2011 02:15 PM	APRV
2	Perla Lopez	Perla Lopez	01/20/2011 12:59 PM	APRV
3	Auditor's Office		01/21/2011 05:21 PM	NEW

Form Started By: Norma Ceballos — Started On: 01/19/2011 01:58 PM

Final Approval Date: 01/21/2011

2810

RAM & SON INC.
RAM INVESTMENTS
DBA ELDORADO ACRES RV PARK
610 N. FM 492
MISSION, TX 78573
(956) 581-6718

INTER NATIONAL BANK
MISSION, TX 78572
88-1527/1149

12/31/2010

PAY TO THE ORDER OF HIDALGO COUNTY PCT 3 $ **24,198.20

Twenty-Four Thousand One Hundred Ninety-Eight and 20/100********** DOLLARS

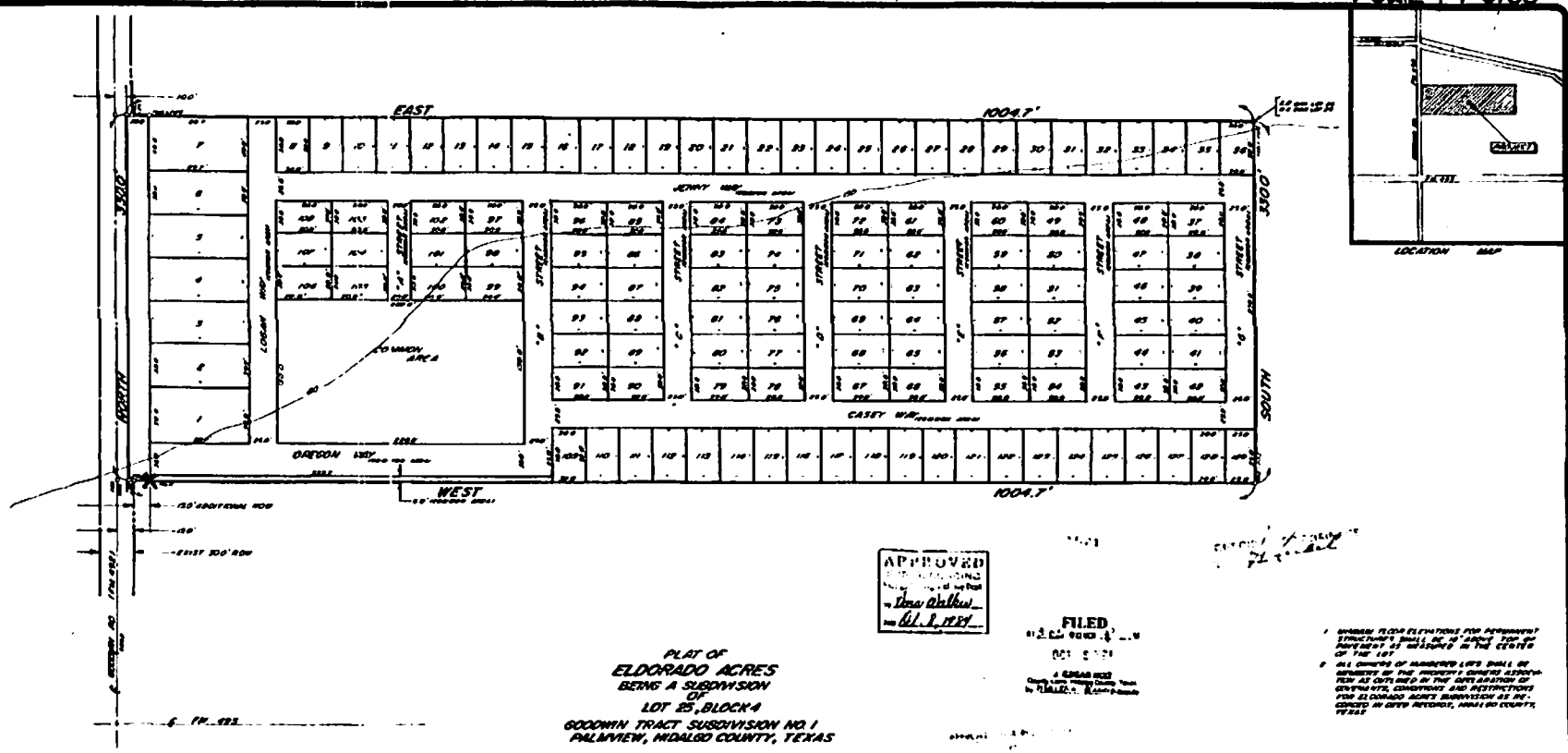
HIDALGO COUNTY PCT 3

MEMO over lay streets

AUTHORIZED SIGNATURE

Details on Back.
Security Features Included

⑈002810⑈ ⑆111491522⑆ 36 1280 5⑈



APPROVED
FOR RECORDING
By Dora Ochoa
Date 11-1-1994

FILED

PLAT OF ELDORADO ACRES
BEING A SUBDIVISION OF
LOT 25, BLOCK 4
GOODWIN TRACT SUBDIVISION NO. 1
PALMVIEW, HIDALGO COUNTY, TEXAS

1. MINIMUM FLOOR ELEVATIONS ARE APPROXIMATE. STRUCTURES SHALL BE A MINIMUM TWO (2) FEET ABOVE TOP OF PAVEMENT AT CROWN OF THE ROAD IN FRONT OF THE LOT.
2. ALL OWNERS OF NUMBERED LOTS SHALL BE MEMBERS OF THE PROPERTY OWNERS ASSOCIATION AND ALL LOTS ARE SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ELDORADO ACRES SUBDIVISION AS RECORDED IN OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

Approved for Filing 24 Page 53

STATE OF TEXAS
COUNTY OF HIDALGO
KNOW ALL MEN BY THESE PRESENTS

I, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS _____ ELDORADO ACRES _____ TO THE CITY OF PALMVIEW, TEXAS AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS AND EASEMENTS THEREON SHOWN FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, EXCEPT THOSE DESIGNATED AS COMMON AREA, WHICH SHALL REMAIN PRIVATE

OWNER: ELDORADO HOMES, INC.
BY: HOWARD R. ATKINS, PRESIDENT

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED HOWARD R. ATKINS KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSES AND CONSIDERATIONS THEREIN STATED AND UNDER OATH OF HAND AND SEAL OF OFFICE THIS THE 1st DAY OF January A.D. 19 95

NOTARY PUBLIC Cynthia L. Marchant
My Commission Expires 12-4-95

THIS PLAT IS APPROVED BY THE BOARD OF ALDERMEN OF THE CITY OF PALMVIEW ON THIS THE 1st DAY OF Nov. A.D. 19 94 BY A VOTE OF 5 TO 0

MAYOR, CITY OF PALMVIEW
CITY SECRETARY
APPROVED AS TO FORM
CITY ATTORNEY

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND FURTHER CERTIFY THAT PROPER ENGINEERING HAS BEEN GIVEN TO THIS PLAT

STATE OF TEXAS
SAMUEL M. FARIAS
3918
REGISTERED ENGINEER

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 6 SUBJECT TO THE CONDITION THAT IRRIGATION FROM SAID DISTRICT IS RESERVED TO THE INDIVIDUAL LOTS TO BE SOLD THEREIN; PROVIDED, SHALL BE SOLD FOR AGRICULTURAL PURPOSES ONLY, AND FURTHER PROVIDED THAT SUCH IRRIGATION FACILITIES TO SUCH LOTS FROM THE COUNTY WATER DISTRICT DELIVERY POINT AND IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE PROPERTY TO INSTALL SUCH NECESSARY FACILITIES

ATTEST: Thomas H. Thompson
SECRETARY
VICE DISTRICT NO. 6, PRESIDENT

ELDORADO ACRES

Phase II ENGINEERING
PHONE (512) 781-9987
P.O. BOX 880 PHARR, TEXAS

DATE 11-10-94
REVISED 4-1-94
SCALE 1"=100'
JOB NO. 7-93-160
SHEET 1 OF 1
DRAWN BY EE/MTH
CHKD

AI-24948 **18.A.**

TAC-Unemployment Fund

CC REGULAR

Date:	01/25/2011
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Approval to pay Texas Association of Counties (TAC) the amount of $81,389.57 to cover claims for the third quarter of 2010, with authority for County Treasurer to issue payment/check after auditing procedures are completed by the County Auditor.

BACKGROUND

Fiscal Impact

Attachments

Link: TAC backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	01/21/2011 02:33 PM	APRV
2	Budget & Management	Erika Zamora	01/21/2011 02:41 PM	APRV
3	Erika Zamora	Erika Zamora	01/21/2011 03:25 PM	APRV
4	Auditor's Office		01/21/2011 05:21 PM	NEW

Form Started By: Ivan Cantu — Started On: 01/21/2011 10:41 AM

Final Approval Date: 01/21/2011

TEXAS ASSOCIATION OF COUNTIES

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

UNEMPLOYMENT FUND
DEFICIT BILLING

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

December 29, 2010
Entity: 1080

Dear Ms. Garcia,

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

After posting the 2010 deposits and claim charges through the third quarter of 2010, we found that your charges exceeded your deposits by $81,389.57.

Please mail your deficit payment of $81,389.57 to TAC at the following address by 1/29/11 in order to maintain your reserve.

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

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

Thank you for allowing TAC to serve you.

Sincerely,

Cynthia S. Brannen
Billing Coordinator

HIDALGO COUNTY TREASURER
2011 JAN 10 PM 4 14

UNEMPLOYMENT FUND

YEAR SUMMARY FOR: Hidalgo County - 1080

RECEIVED BY
HIDALGO COUNTY TREASURER
2011 JAN 10 PM 4 14

For Calender Year: 2010

		Deposits	Charges	Other	
2010 Qtr: 1					
	1/14/10	146,855.82			
	6/15/10		-146,213.65		
					$642.17
2010 Qtr: 2					
	4/8/10	127,208.97			
	9/15/10		-230,816.73		
	11/9/10			102,965.59 (Deficit Payment)	
					($642.17)
2010 Qtr: 3					
	7/8/10	147,703.84			
	7/15/10	-29,239.33			
	7/15/10	29,239.33			
	7/23/10	-4,120.68			
	7/23/10	4,120.68			
	12/15/10		-229,093.41		
					($81,389.57)
2010 Qtr: 4					
	10/8/10	126,843.58			
					$126,843.58

Current Billing

Texas Association of Counties 3rd Quarter 2010 Unemployment Claims Report

Hidalgo County

Last Name	First Name, MI	Separation Reason/Issue	Claim Type	Claim Effective Date	Status Details	Potential Liability	Charge Amount	Charges To Date	Remaining Liability
ALANIS	M	Voluntary - Personal reasons.	LAST EMPLOYER	5/23/2010	Claim allowed at hearing; employer failed to participate.	$5,473.84	3,216.56	$4,381.52	$1,092.32
ALEMAN	RENAUDA	No Separation	BASE PERIOD	10/1/2008	N/A	$4,714.20	3,010.00	$3,010.00	$1,704.20
AREVALO	ROSA, A	No Separation	BASE PERIOD	8/9/2009	Claim not protested.	$6,028.12	1,422.00	$3,081.00	$2,947.12
BENAVIDEZ	SERGIO, G	Involuntary-Unsat. Perf/State probationary period.	LAST EMPLOYER	8/15/2010	Claim not protested.	$2,635.61	632.90	$632.90	$2,002.71
CACERES	HILDA	Involuntary-Violation of company policy.	LAST EMPLOYER	3/7/2010	Claim allowed at hearing; employer failed to participate.	$10,556.00	4,060.00	$10,556.00	$0.00
CADENA	DELMA, C	Lack of Work-Position eliminated.	LAST EMPLOYER	4/4/2010	Claim not protested.	$10,556.00	4,872.00	$9,744.00	$812.00
CANO	A, A	Voluntary-Dissatisfied with working conditions.	LAST EMPLOYER	12/20/2009	Claimant has been disqualified.	$10,192.00	2,822.00	$10,130.00	$62.00
CANO	ALBERTO	Separation is not an issue. Reimbursable status.	BASE PERIOD	10/1/2008	Claim not protestable by state regulation.	$9,828.00	1,512.00	$2,268.00	$7,560.00
CANTU	ELTON, E	No Separation Reason	N/A	1/13/2002	N/A	N/A	-65.52	($347.36)	N/A
CARDENAS	JUAN, C	Lack of Work-Position eliminated.	LAST EMPLOYER	4/4/2010	Claim not protested.	$10,556.00	4,872.00	$9,744.00	$812.00
CASAREZ	JUAN	No Separation	BASE PERIOD	8/8/2010	N/A	$8,196.23	1,956.00	$1,956.00	$6,240.23
CASTILLO	MARY, H	Lack of Work-Position eliminated.	LAST EMPLOYER	5/2/2010	Claim not protested.	$10,556.00	4,872.00	$8,120.00	$2,436.00
CASTILLO	PORFIRIO	Lack of Work-Position eliminated.	LAST EMPLOYER	3/28/2010	Claim not protested.	$10,556.00	5,684.00	$10,556.00	$0.00
CAVAZOS	ANABEL	No Separation	BASE PERIOD	5/15/2010	Claim not protested.	$1,569.78	865.95	$865.95	$703.83
CAVAZOS	DIANA	No Separation	BASE PERIOD	10/1/2008	N/A	$5,064.51	1,664.00	$1,664.00	$3,400.51
CISNEROS	EMILIO	Involuntary-Misconduct related performance.	LAST EMPLOYER	1/24/2010	Claim not protested.	$10,556.00	47.00	$8,573.00	$1,983.00

Questions regarding the details of this report should be sent to Barb Marin at bmorinmail@x.com 1-614-658-3431

January 6, 2011

Texas Association of Counties 3rd Quarter 2010 Unemployment Claims Report

Hidalgo County

Last Name	First Name, MI	Separation Reason/Issue	Claim Type	Claim Effective Date	Status Details	Potential Liability	Charge Amount	Charges To Date	Remaining Liability
CORONADO	GLENDY, G	No Separation	BASE PERIOD	8/8/2010	N/A	$8,811.33	2,106.00	$2,106.00	$6,705.33
DIAZ	H	Involuntary-Violation of company policy.	LAST EMPLOYER	12/6/2009	Claim protested.	$10,536.00	-20.00	$10,536.00	$0.00
DURAN	DAVID, A	Involuntary-Violation of company policy.	LAST EMPLOYER	7/18/2010	Claimant has been disqualified.	$10,556.00	1,624.00	$1,624.00	$8,932.00
ELIZONDO	ROBERT	Miscellaneous	LAST EMPLOYER	3/28/2010	Employer copy of non protestedclaim received	$13,195.00	5,684.00	$10,150.00	$3,045.00
ELIZONDO	ROBERTO	Lack of Work-Position eliminated.	LAST EMPLOYER	3/29/2010	Claim not protested.	$10,556.00	5,684.00	$5,684.00	$4,872.00
ESCAMILLA	MIGAEL, I	No Separation	BASE PERIOD	3/21/2010	Claim not protested.	$3,317.77	646.30	$646.30	$2,671.47
FLORES	SORAIDA, I	No Separation	BASE PERIOD	7/18/2010	N/A	$6,437.41	2,646.40	$2,646.40	$3,791.01
FUENTES	ENRIQUETA	Other-Employer request-do not contest benefits.	LAST EMPLOYER	1/10/2010	Claim not protested.	$10,192.00	274.00	$8,722.00	$1,470.00
GALLEGOS	JULIO	Involuntary-Violation of company policy.	LAST EMPLOYER	3/21/2010	Claim allowed at hearing; employer failed to participate.	$4,110.41	841.00	$3,289.00	$821.41
GALVAN	YVONNE, M	No Separation	BASE PERIOD	7/11/2010	N/A	$5,788.25	2,547.10	$2,547.10	$3,241.15
GALVAN	LORRIE, A	No Separation	BASE PERIOD	10/1/2008	N/A	$6,066.32	137.70	$137.70	$5,928.62
GARCIA	OMAR	No Separation	BASE PERIOD	4/18/2010	Claim not protested.	$9,146.21	4,380.00	$8,030.00	$1,116.21
GARCIA	CLARA, C	Involuntary - Excessive tardiness.	LAST EMPLOYER	10/8/2006	Favorable Board decision; indefinite disqualification.	$7,002.00	-348.00	$1,119.00	$5,883.00
GARCIA	A	No Separation	BASE PERIOD	5/30/2010	Claim not protested.	$10,556.00	6,090.00	$6,496.00	$4,060.00
GARZA	A	Separation is not an issue. Reimbursable status.	BASE PERIOD	4/27/2008	Claim not protestable by state regulation.	$3,149.71	-151.58	$454.70	$2,695.01
GARZA	GABRIEL	Lack of Work-Position eliminated.	LAST EMPLOYER	1/17/2010	Claim not protested.	$10,192.00	924.00	$8,734.00	$1,458.00
GARZA	VERONICA	Involuntary - Other.	LAST EMPLOYER	8/15/2010	Claim not protested.	$302.88	140.46	$140.46	$162.42

Questions regarding the details of this report should be sent to Barb Morin at bmorin@talx.com 1-614-658-3431

January 6, 2011

Texas Association of Counties 3rd Quarter 2010 Unemployment Claims Report

Hidalgo County

Last Name	First Name, MI	Separation Reason/Issue	Claim Type	Claim Effective Date	Status Details	Potential Liability	Charge Amount	Charges To Date	Remaining Liability
GARZA	ROSA, M	No Separation	BASE PERIOD	4/25/2010	Claim not protested.	$4,908.72	2,828.00	$4,444.00	$464.72
GONZALEZ	LISA	Lack of Work-Position eliminated.	LAST EMPLOYER	4/4/2010	Claim not protested.	$10,556.00	4,872.00	$9,744.00	$812.00
GONZALEZ	ARMANDO	Involuntary - Excessive unreported absenteeism.	LAST EMPLOYER	4/11/2010	Claimant has been disqualified.	$7,233.55	2,892.00	$4,338.00	$2,895.55
GUERRA	ADRIAN	No Separation	BASE PERIOD	7/19/2010	N/A	$9,494.71	3,760.00	$3,760.00	$5,734.71
GUTIERREZ	BENITO	Lack of Work-Position eliminated.	LAST EMPLOYER	4/4/2010	Claim not protested.	$10,556.00	4,872.00	$9,744.00	$812.00
GUZMAN	ERNESTO	Chargeability	LAST EMPLOYER	1/31/2010	Claim protested.	$10,176.58	922.00	$8,142.00	$2,034.58
HERNANDEZ	J, L	Lack of Work - Lack of work.	LAST EMPLOYER	2/7/2010	Claim not protested.	$10,556.00	2,842.00	$10,556.00	$0.00
HERNANDEZ	PAMELA, Y	Lack of Work-Position eliminated.	LAST EMPLOYER	4/4/2010	Claim not protested.	$7,636.75	2,884.14	$6,110.94	$1,525.81
HERNANDEZ	JORGE, E	Separation is not an issue. Reimbursable status.	BASE PERIOD	10/1/2008	Claim not protestable by state regulation.	$2,843.58	279.72	$979.02	$1,864.56
HERNANDEZ	FLORENCIO	No Separation	BASE PERIOD	7/11/2010	N/A	$10,790.00	4,039.70	$4,039.70	$6,750.30
HINJOSA	JAVIER	Chargeability	LAST EMPLOYER	1/31/2010	Claim allowed at hearing; employer failed to participate.	$10,556.00	2,436.00	$10,556.00	$0.00
HINOJOSA	S	No Separation	BASE PERIOD	10/1/2008	N/A	$2,310.58	296.00	$296.00	$2,014.58
INFANTE	ELIZABETH	Separation is not an issue. Reimbursable status.	BASE PERIOD	5/2/2010	Claim not protestable by state regulation.	$2,113.96	583.92	$583.92	$1,530.04
KAUFOLD	JOHN, R	No Separation	BASE PERIOD	10/1/2008	N/A	$6,066.32	4,095.00	$4,095.00	$1,971.32
LOPEZ	PRESCILLA	No Separation	BASE PERIOD	10/1/2008	N/A	$3,980.85	253.00	$253.00	$3,727.85
LOPEZ	ANNA, M	No Separation	BASE PERIOD	1/24/2010	Claim not protested.	$328.13	3.49	$328.13	$0.00
LUNA	ADRIAN	Involuntary-Violation of company policy.	LAST EMPLOYER	2/1/2009	Favorable Board decision; indefinite disqualificat	$8,791.00	-1,380.00	$3,660.00	$5,131.00

Questions regarding the details of this report should be sent to Barb Marin at bmarin@talx.com 1-614-658-3431

January 6, 2011

Texas Association of Counties 3rd Quarter 2010 Unemployment Claims Report

Hidalgo County

Last Name	First Name, MI	Separation Reason/Issue	Claim Type	Claim Effective Date	Status Details	Potential Liability	Charge Amount	Charges To Date	Remaining Liability
LUNA	ADRIAN	Involuntary-Violation of company policy.	LAST EMPLOYER	2/28/2010	Favorable Board decision; indefinite disqualification.	$8,791.00	1,262.72	$1,262.72	$7,528.28
MACIAS	NORMA	No Separation	BASE PERIOD	4/25/2010	Claim not protested.	$6,921.87	3,878.00	$6,094.00	$827.87
MARTINEZ	PRESEY	Involuntary-Unsat. Perf/State probationary period.	LAST EMPLOYER	12/20/2009	Claim not protested.	$3,596.64	104.16	$2,877.19	$719.45
MEDRANO	JOSHUA, L	No Separation	BASE PERIOD	10/1/2008	N/A	$6,936.46	4,014.00	$4,014.00	$2,922.46
MENA	M	No Separation	BASE PERIOD	4/4/2010	Claim not protested.	$10,556.00	4,872.00	$4,872.00	$5,684.00
MENDOZA	ROBERTO	Lack of Work - Lack of work.	LAST EMPLOYER	10/1/2008	Claim not protested.	$10,192.00	6,272.00	$6,664.00	$3,528.00
MONTEZ	NOE	Lack of Work-Position eliminated.	LAST EMPLOYER	3/28/2010	Claim not protested.	$10,556.00	5,684.00	$10,150.00	$406.00
MORA	P	No Separation	BASE PERIOD	3/21/2010	Claim not protested.	$6,878.14	3,239.00	$6,611.00	$267.14
MORENO	GEORGE, L	No Separation	BASE PERIOD	4/11/2010	Claim not protested.	$4,742.04	2,825.48	$4,440.04	$302.00
MUNOZ	DAVID, T	Voluntary-Due to personal health reasons.	LAST EMPLOYER	5/30/2010	Claim allowed by hearing officer; no misconduct.	$10,556.00	6,496.00	$6,496.00	$4,060.00
NUNEZ	MARIA, V	No Separation	BASE PERIOD	5/16/2010	Claim not protested.	$1,501.20	426.20	$588.20	$913.00
PADILLA	SAM	Involuntary-Violation of company policy.	LAST EMPLOYER	1/10/2010	Claimant has been disqualified.	$10,192.00	5,666.00	$9,120.00	$1,072.00
PAZ	LUCY, M	No Separation	BASE PERIOD	4/25/2010	Claim not protested.	$5,367.03	2,184.12	$3,407.09	$1,959.94
PENA	ROBERTO	Involuntary-Violation of company drug policy.	LAST EMPLOYER	10/19/2008	Hearing decision under appeal by employer.	$5,348.00	-2,210.00	$2,292.00	$3,056.00
PEREZ	DIORICA, M	Voluntary-Dissatisfied with working conditions.	LAST EMPLOYER	10/1/2008	Favorable determination; indefinite disqualification	$7,891.00	6,952.00	$6,952.00	$939.00
PEREZ	MARIA, A	No Separation	BASE PERIOD	1/25/2010	N/A	$1,499.04	1,085.02	$1,085.02	$414.02
PEREZ	A	No Separation	BASE PERIOD	10/1/2008	Claim not protested.	$6,088.93	278.35	$452.01	$5,636.92

Questions regarding the details of this report should be sent to Barb Marin at bmarin@tac.x.com 1-614-658-3431

January 6, 2011

Texas Association of Counties 3rd Quarter 2010 Unemployment Claims Report

Hidalgo County

Last Name	First Name, MI	Separation Reason/Issue	Claim Type	Claim Effective Date	Status Details	Potential Liability	Charge Amount	Charges To Date	Remaining Liability
PULIDO	JUAN, J	Lack of Work-Position eliminated.	LAST EMPLOYER	1/17/2010	Claim not protested.	$9,660.64	763.14	$7,729.00	$1,931.64
QUIJAS	ERNESTINA	Lack of Work-Position eliminated.	LAST EMPLOYER	4/4/2010	Claim not protested.	$10,556.00	4,872.00	$9,744.00	$812.00
RAMIREZ	MICHAEL	Other-Employer request-do not contest benefits.	LAST EMPLOYER	1/17/2010	Claim not protested.	$10,556.00	2,294.00	$10,556.00	$0.00
RENTERIA	RENE	No Separation	BASE PERIOD	11/25/2009	Claim not protested.	$9,347.34	319.00	$319.00	$9,028.34
REYES	CYNTHIA	No Separation	BASE PERIOD	1/10/2010	Claim not protested.	$9,283.00	379.00	$9,283.00	$0.00
RIOS	REBECCA	No Separation	BASE PERIOD	5/30/2010	Claim not protested.	$4,762.30	2,649.51	$3,209.19	$1,553.11
RIOS	CYNTHIA	No Separation	BASE PERIOD	4/4/2010	Claim not protested.	$10,556.00	639.00	$5,511.00	$5,045.00
RIVERA	YESENIA	Involuntary-Unsat. Perf/State probationary period.	LAST EMPLOYER	5/2/2010	Claim not protested.	$1,267.65	593.76	$1,014.88	$252.77
RIVIERA	J, C	Lack of Work-Position eliminated.	LAST EMPLOYER	3/28/2010	Claim not protested.	$8,507.20	2,024.00	$6,806.00	$1,701.20
RODRIGUEZ	A	No Separation	BASE PERIOD	1/3/2010	Claim not protested.	$5,976.00	96.00	$5,976.00	$0.00
RODRIGUEZ	REINALDO, S	No Separation	BASE PERIOD	3/28/2010	Claim not protested.	$1,894.00	805.98	$1,894.00	$0.00
RODRIGUEZ	RENE, G	Lack of Work-Position eliminated.	LAST EMPLOYER	4/4/2010	Claim not protested.	$10,556.00	3,654.00	$6,090.00	$4,466.00
RODRIQUEZ	Q	Lack of Work-Position eliminated.	LAST EMPLOYER	4/4/2010	Claim not protested.	$10,556.00	4,512.00	$9,024.00	$1,532.00
SALAS	JULIAN	Involuntary-Violation of company policy.	LAST EMPLOYER	5/2/2010	Claim protested.	$8,861.79	5,112.00	$5,112.00	$3,749.79
SALAS	JOSE, L	Lack of Work-Position eliminated.	LAST EMPLOYER	4/4/2010	Claim not protested.	$10,556.00	1,218.00	$6,090.00	$4,466.00
SALINAS	LIZANDRO, J	No Separation	BASE PERIOD	6/6/2010	N/A	$989.22	989.22	$989.22	$0.00
SAUCEDA	NINFA	Lack of Work-Position eliminated.	LAST EMPLOYER	4/4/2010	Claim not protested.	$10,556.00	4,872.00	$9,744.00	$812.00
SUAREZ	P	No Separation	BASE PERIOD	5/9/2010	Claim not protested.	$9,549.43	5,264.00	$5,264.00	$4,285.43

Questions regarding the details of this report should be sent to Barb Morin at bmorin@talx.com 1-614-658-3431

January 6, 2011

Texas Association of Counties 3rd Quarter 2010 Unemployment Claims Report

Hidalgo County

Last Name	First Name, MI	Separation Reason/Issue	Claim Type	Claim Effective Date	Status Details	Potential Liability	Charge Amount	Charges To Date	Remaining Liability
TAMEZ	URI, D	Lack of Work-Position eliminated.	LAST EMPLOYER	1/3/2010	Claim not protested.	$4,904.20	530.68	$1,126.68	$3,777.52
TERAN	Y, C	Voluntary-Walked off the job.	LAST EMPLOYER	3/21/2010	Claimant has been disqualified.	$8,544.33	3,906.00	$5,022.00	$3,522.33
TIJERINA	A, J	No Separation	BASE PERIOD	10/1/2008	N/A	$6,066.32	1,896.00	$1,896.00	$4,170.32
TOBAR	R	No Separation	BASE PERIOD	10/1/2008	N/A	$6,066.32	402.00	$402.00	$5,664.32
TREVINO	P	Involuntary-Violation of company policy.	LAST EMPLOYER	1/24/2010	Claimant has been disqualified.	$10,556.00	3,248.00	$8,120.00	$2,436.00
TREVINO	CRUCITA	Voluntary - Personal reasons.	LAST EMPLOYER	12/2/2007	Favorable Board decision; indefinite disqualification.	$6,941.00	-2,296.00	$0.00	$6,941.00
TREVINO	MICAELA	Involuntary - Excessive unreported absenteeism.	LAST EMPLOYER	6/6/2010	Original decision denying benefits upheld by hearing officer.	$10,192.00	2,946.16	$2,946.16	$7,245.84
TREVINO	M, M	Separation is not an issue. Reimbursable status.	BASE PERIOD	5/30/2010	Claim not protestable by state regulation.	$5,849.00	119.18	$130.72	$5,718.28
TURNER	LUCIO	Lack of Work-Position eliminated.	LAST EMPLOYER	8/1/2010	Claim not protested.	$8,834.34	2,856.00	$2,856.00	$5,978.34
VALLEJO	DIANA, G	Separation is not an issue. Reimbursable status.	BASE PERIOD	10/1/2008	Claim not protestable by state regulation.	$3,577.73	557.70	$557.70	$3,020.03
VAQUERA	ROSALINDA, J	Involuntary-Falsification.	LAST EMPLOYER	9/5/2010	Claim protested.	$9,595.79	381.00	$381.00	$9,214.79
VASQUEZ	CARLOS	Involuntary - Excessive unreported absenteeism.	LAST EMPLOYER	8/22/2010	Under appeal by employer.	$6,642.07	1,448.00	$1,448.00	$5,194.07
VEGA	JESSE, J	Involuntary-Violation of company policy.	LAST EMPLOYER	4/18/2010	Claim protested.	$10,192.00	2,224.79	$5,862.59	$4,329.41
YBARRA	JUAN, J	No Separation	BASE PERIOD	3/28/2010	Claim not protested.	$10,556.00	5,684.00	$10,538.00	$18.00
YBARRA	BEATRIZ, H	Voluntary-Retired - receiving pension.	LAST EMPLOYER	11/8/2009	Benefits reduced due to retirement pay.	$8,187.29	-23.00	$0.00	$8,187.29

Questions regarding the details of this report should be sent to Barb Marin at bmorin@txtax.com 1-614-658-3431

January 6, 2011

Texas Association of Counties 3rd Quarter 2010 Unemployment Claims Report

Hidalgo County

Last Name	First Name, MI	Separation Reason/Issue	Claim Type	Claim Effective Date	Status Details	Potential Liability	Charge Amount	Charges To Date	Remaining Liability

Summary for Hidalgo County (100 detail records)

Summary Total of Period Charges: **229,093.41**

Questions regarding the details of this report should be sent to Barb Marin at bmarin@talx.com 1-614-658-3431

January 6, 2011

AI-24960 **18.B.**

Constable Precincts Grade and Step Pay Plan
CC REGULAR

Date: 01/25/2011
Submitted By: Damaris San Miguel, BUDGET & MANAGEMENT
Submitted For: Mr. Raul Silguero, Jr.
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

Constables Grade & Step Pay Plan:
1. Discusion, consideration and approval to revise the Constables Grade and Step Pay Plan to include the following personnel actions:

Action	Proposed Position Rank/ Allowance	G&S Salary Range	Allowance Amount
Add	Sergeant	$45,980.00 - 76,320.00	-
Add	Chief Deputy Constable II	$50,578.00 - 83,952.00	-
Add	Civil Process Certification Pay	-	$1,200.00 yr.

2. Approval of revised Constables Grade and Step Pay Plan.

BACKGROUND

Fiscal Impact

Attachments

Link: PROPOSED PAY PLAN
Link: Current Pay Plan

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Damaris San Miguel (Originator)	Damaris San Miguel	01/21/2011 03:05 PM	APRV
2	Sylvia Solis	Sylvia Solis	01/21/2011 03:30 PM	APRV
3	Damaris San Miguel (Originator)	Damaris San Miguel	01/21/2011 04:43 PM	APRV
4	Budget & Management	Erika Zamora	01/21/2011 04:47 PM	APRV
5	Rosalinda Cantu	Rosie Cantu	01/21/2011 05:09 PM	APRV
6	Auditor's Office		01/21/2011 05:21 PM	NEW

Form Started By: Damaris San Miguel — Started On: 01/21/2011 02:42 PM

Final Approval Date: 01/21/2011

HIDALGO COUNTY CONSTABLE PRECINCTS: [**PROPOSED PLAN Effective January 25, 2011**]

CONSTABLES

POSITION	Probationary	**STEP 1**	**STEP 2**	**STEP 3**	**STEP 4**	**STEP 5**	**STEP 6**	**STEP 7**	**STEP 8**	**STEP 9**	**STEP 10**
Years of Service		1	2	3	4	5	6	8	12	16	20
Deputy Constable	$ 36,480	$ 38,000	$ 39,330								
Senior Constable		$ 41,800	$ 43,263	$ 44,777	$ 46,344	$ 47,966	$ 49,645	$ 52,128	$ 57,340	$ 63,074	$ 69,382
* **Sergeant**		$ 45,980	$ 47,589	$ 49,255	$ 50,979	$ 52,763	$ 54,610	$ 57,340	$ 63,074	$ 69,382	$ 76,320
Chief Deputy Constable I		$ 48,279	$ 49,969	$ 51,718	$ 53,528	$ 55,401	$ 57,340	$ 60,207	$ 66,228	$ 72,851	$ 80,136
** **Chief Deputy Constable II**		$ 50,578	$ 52,348	$ 54,180	$ 56,077	$ 58,039	$ 60,071	$ 63,074	$ 69,382	$ 76,320	$ 83,952

SUPPLEMENTAL PAY PROGRAM:

Education:

	Annual	Monthly	Bi-weekly
Associates Degree	$ 1,200.00	$ 100.00	$ 46.15
Bachelor's Degree	$ 1,500.00	$ 125.00	$ 57.69
Master's Degree	$ 1,800.00	$ 150.00	$ 69.23

TCLEOSE Certification:

	Annual	Monthly	Bi-weekly
Intermediate	$ 600.00	$ 50.00	$ 23.08
Advance	$ 1,200.00	$ 100.00	$ 46.15
Masters	$ 1,800.00	$ 150.00	$ 69.23

CIVIL PROCESS Certification:

Annual	$ 1,200.00	$ 100.00	$ 46.15

*Constable Precincts with 8 - 12 Deputies are authorized one (1) Sergeant Position.
Constable Precincts with 12 or more Deputies are authorized two (2) Sergeant Positions. Maximum 2 Sergeant Positions per precinct.

** Only Constable Precincts with 12 or more Deputies.

HIDALGO COUNTY CONSTABLES OFFICE: [Effective May 26, 2008]

CONSTABLES

POSITION	Probationary	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
Years of Service		1	2	3	4	5	6	8	12	16	20
Trainee	$ 34,000										
Depty Constable	$ 36,480	$ 38,000	$ 39,330								
Senior Constable		$ 41,800	$ 43,263	$ 44,777	$ 46,344	$ 47,966	$ 49,645	$ 52,128	$ 57,340	$ 63,074	$ 69,382
Chief Depurty Constable		$ 45,980	$ 47,589	$ 49,255	$ 50,979	$ 52,763	$ 54,610	$ 57,340	$ 63,074	$ 69,382	$ 76,320

Supplemental Pay Program:

Education Program:	Annual	Monthly	Bi-weekly
Associates Degree	$ 1,200.00	$ 100.00	$ 46.15
Bachelor's Degree	$ 1,500.00	$ 125.00	$ 57.69
Master's Degree	$ 1,800.00	$ 150.00	$ 69.23
PHD	$ 2,100.00	$ 175.00	$ 80.77

TCLEOSE Certification:	Annual	Monthly	Bi-weekly
Intermediate	$ 600.00	$ 50.00	$ 23.08
Advance	$ 1,200.00	$ 100.00	$ 46.15
Masters	$ 1,800.00	$ 150.00	$ 69.23

AI-24966 **18.C.**

Abatement of Head Start Prior Year Accounts Receivable

CC REGULAR

Date: 01/25/2011
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

Discussion, consideration, and approval to abate Hidalgo County Head Start Program prior year accounts receivable in the amount of $104,293.29.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-415-00-115-002-0-890
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

funds pending transfer on AI-24968 (01/25/2011)

Attachments

Link: Letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/21/2011 04:50 PM	APRV
2	Roland Garcia	Rolando Garcia	01/21/2011 05:09 PM	APRV
3	Auditor's Office		01/21/2011 05:21 PM	NEW
Form Started By: Sergio Cruz			Started On: 01/21/2011 03:56 PM	
Final Approval Date: 01/21/2011				

HIDALGO COUNTY HEAD START PROGRAM
P.O. BOX 0117
EDINBURG, TEXAS 78540
956-383-0706

MEMORANDUM

TO: Dale Keenan, Planning Analysts III

FROM: Elma P. Keller, Finance Director

THRU: Edmundo Garcia, Assistant Program Director

DATE: May 24, 2010

CC: Teresa Flores, Executive Director

RE: Property and casualty claims costs

Last month I spoke to you regarding the possibility of abating the costs for property and casualty claims for the Head Start Program indicated on the County invoice #HS 1st Qtr. 2010 dated 3/31/2010. We realize that the County has established a procedure to identify all costs incurred by Head Start and that an invoice is remitted to the Head Start Program once a year. Currently, the County submits an annual invoice during the month of January identifying the types of coverage/costs and the Head Start Program remits a payment in full to the County Treasurer's Office by March 31st.

At this time, we are requesting abatement for the charges indicated on your invoice for services rendered in previous years. According to the Code of Federal Regulations for close out procedures it states the following:

Subpart D After The Award: 45 CFR Part 92

____71. Closeout Procedures.

(a) Recipients shall submit, within 90 calendar days after the date of completion of the award, all financial, performance, and other reports as required by the terms and conditions of the award. The Federal awarding agency may approve extensions when requested by the recipient.

I would also like to inform you that I have been in communication with Ms. Becky Luna, County Audit Division and explained that all auction proceeds for the Head Start Program is income generated as a result of the ACF fund award and therefore must be used to defray Program costs. A copy of the information has been faxed to the Auditor's office and Ms. Luna is researching the status on the auction proceeds for Head Start.

Thank you for your assistance in this matter.

AI-24958 **18.D.1.**

Approval of appropriation for Ridge Road Project

CC REGULAR

Date:	01/25/2011
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Budget and Management **Sub-category:** Budget Appropriations

Information

CAPTION

Pct. #2 R&B (1200):
Approval of 2011 appropriation of funds into Ridge Road (program 059) in the amount of $126,000.00

BACKGROUND

ICA (AI-24941)

Fiscal Impact

FISCAL YEAR: 2010/2011 **ACCT. #:** 1-1200-431-00-122-059-0-731

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

BUDGETARY IMPACT:

2010 ending balances of several objects in program (006) R&B in the amount of $126,000.

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Object	Available Balance
346	25,070.56
431	2,000.00
441	6,263.35
452	1,000.00
531	1,000.00
664	6,015.89
719	6,000.00
731	39,991.21
841	39,761.29

Attachments

Link: appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/21/2011 02:42 PM	APRV
2	Roland Garcia	Rolando Garcia	01/21/2011 04:11 PM	APRV
3	Auditor's Office		01/21/2011 05:21 PM	NEW

Form Started By: Yolanda Cisneros

Started On: 01/21/2011 02:19 PM

Final Approval Date: 01/21/2011

DATE: January 21, 2011

2011
Appropriation

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2
RIDGE ROAD DRAINAGE PROJECT

AI-24958

ACCOUNT NUMBER: 1-1200-431-00-122-059-0-XXX

Contact Person: Yoli Cisneros, Administrative Assistant II **Ph#: 956-787-1891 Ext. 2002**

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
733	PCT2 (RIDGE-C.CHAVEZ RDS)-DRAIN	$126,000.00
	TOTAL BUDGET INCREASE (DECREASE)	$ 126,000.00

REASON: This appropriation is needed for the approval of ICA with cities and county on RIDGE ROAD AND CESAR CHAVEZ drainage improvement Project. CARRY OVER 2010 ENDING BALANCE OF PROGRAMS 346,431,441,452,531,664,719,731,&841.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-24933 **18.D.2.**

Appropriation for Road & Bridge Department

CC REGULAR

Date: 01/25/2011
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: Budget and Management **Sub-category:** Budget Appropriations

Information

CAPTION

Pct. #2 R&B (1200):
Approval of 2011 appropriation of funds into Pct.#2 Road & Bridge in the amount of $18,572.99.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-122-006-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

2010 ending balance of program 006 is $18,572.99 as of 01/20/2011.

Attachments

Link: Appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/20/2011 03:43 PM	APRV
2	Roland Garcia	Rolando Garcia	01/21/2011 08:45 AM	APRV
3	Auditor's Office		01/21/2011 05:21 PM	NEW

Form Started By: Yolanda Cisneros Started On: 01/20/2011 03:02 PM

Final Approval Date: 01/21/2011

DATE: January 19, 2011

2011
Appropriation

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO.2
ROAD & BRIDGE DEPARTMENT

AI-24933

ACCOUNT NUMBER: 1-1200-431-00-122-006-0-XXX

Contact Person: Yoli Cisneros, Administrative Assistant II **Ph#: 956-787-1891 Ext. 2002**

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
748	PCT2 P/U RD-OTHER EQUIPMENT	$18,572.99
	TOTAL BUDGET INCREASE (DECREASE)	$ 18,572.99

REASON: This appropriation is needed for the purchase of a rotary laser that is needed for the department. 2010 ENDING BALANCE OF PROGRAM 006.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-24922 **18.D.3.**

Pct. #3 Appropriation (1200)

CC REGULAR

Date:	01/25/2011
Submitted By:	Perla Lopez, BUDGET & MANAGEMENT
Submitted For:	Norma Ceballos
Department:	BUDGET & MANAGEMENT

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

Information

CAPTION

Pct. #3 R&B (1200):
Approval of 2011 appropriation of funds into Precinct #3 Drainage Improvement Project in the total amount of $258,767.61.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-123-049-0-719

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

BUDGETARY IMPACT:

Available funds as of 1/20/11; pending FY 2010 fund balance carryover.

Attachments

Link: BA

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Perla Lopez	Perla Lopez	01/20/2011 10:12 AM	APRV
2	Budget & Management	Erika Zamora	01/20/2011 10:49 AM	APRV
3	Roland Garcia	Rolando Garcia	01/20/2011 01:20 PM	APRV
4	Auditor's Office		01/21/2011 05:21 PM	NEW

Form Started By: Perla Lopez Started On: 01/20/2011 09:12 AM

Final Approval Date: 01/21/2011

DATE: January 25, 2011

2011
Appropriation

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for Pct. #3 R&B (1200)

AI-24922

ACCOUNT NUMBER: 1-1200-431-00-123-049-0-719

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

Contact: Perla Lopez
Ph#: 292-7025 Ext. 5419

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBERS	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
1-1200-431-00-123-049-0-719	Pct. 3 Drain Improv Prj - Land	$ 258,767.61
	TOTAL BUDGET INCREASE (DECREASE)	**258,767.61**

REASON:

Appropriation of funds to cover expected expenses for 2011.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-24950 **18.E.1.**

Request for Reclassification of a Criminal Investigator position to Assistant Commander.

CC REGULAR

Date: 01/25/2011
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: DA'S OFFICE/ HIDTA DEPT
Department: BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Sub-category:** Salary Schedule Changes

Information

CAPTION

HIDTA Task Force (1291)/ Chapter 59 (1251):
a. Approval to reclassify the following full time position in the Classification and Compensation Plan (Position Inventory), effective 01/31/11. Reviewed and recommended by the Classification Committee as per Section 6.29 of the Hidalgo County Personnel Handbook:

Program Name/ No.	Slot No.	Position Title	Current Grade & Step	Proposed Position Title	Proposed Grade	Salary Percent Distribution
270-003 HIDTA Task Force	G008	Criminal Investigator II	G14, s4	Assistant Commander	G16, S1	67.518
270-011 HIDTA Chapter 59	G008	"	"		"	32.482

b. Approval of revised salary schedules

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1251-412-00-270-011-0-XXX
FUNDS AVAILABLE Y/N?: YES **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funds to cover increase appropriated as per CC approval on 12/30/10. No transfer required.

Attachments

Link: backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Rosie Cantu	01/21/2011 04:47 PM	APRV
2	Budget & Management	Erika Zamora	01/21/2011 04:49 PM	APRV
3	Sylvia Solis	Sylvia Solis	01/21/2011 05:06 PM	APRV
4	Auditor's Office		01/21/2011 05:21 PM	NEW

Form Started By: Rosie Cantu

Started On: 01/21/2011 11:07 AM

Final Approval Date: 01/21/2011

Letter of Transmittal

HIDALGO COUNTY
DEPARTMENT OF BUDGET AND MANAGEMENT

Date: Friday, January 21, 2011

To: Esther Cortez, Human Resources Director

From: Valde Guerra
Commissioner Court Executive Officer

Attached, please find 1 original set (s) of an H.R. related agenda item that requires H.R. **review** and **approval**. Please return original document with corresponding signature of approval.

AI: 2498

C.C. Date: 01/25/2011

Dept: HIDTA- TASK FORCE/ CHAPTER 59 ASSET FORFEITURE – RECLASSIFI.

COPY

Human Resources Dept:

Received By: _____

Title: _____

Date: _____ **Time:** _____

AI-24950 **18.E.1.**

Request for Reclassification of a Criminal Investigator position to Assistant Commander.

CC REGULAR

Date: 01/25/2011
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: DA'S OFFICE/ HIDTA DEPT
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management **Sub-category:** Salary Schedule Changes

Information

CAPTION

HIDTA Task Force (1291)/ Chapter 59 (1251):
a. Approval to reclassify the following full time position in the Classification and Compensation Plan (Position Inventory), effective 01/31/11. Reviewed and recommended by the Classification Committee as per Section 6.29 of the Hidalgo County Personnel Handbook:

Program Name/ No.	Slot No.	Position Title	Current Grade & Step	Proposed Position Title	Proposed Grade	Salary Percent Distribution
270-003 HIDTA Task Force	G008	Criminal Investigator II	G14, s4	Assistant Commander	G16, S1	67.518
270-011 HIDTA Chapter 59	G008	"	"		"	32.482

b. Approval of revised salary schedules

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1251-412-00-270-011-0-XXX
FUNDS AVAILABLE Y/N?: YES **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Funds to cover increase appropriated as per CC approval on 12/30/10. No transfer required.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Rosie Cantu	01/21/2011 04:47 PM	APRV
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3	Sylvia Solis	Sylvia Solis	01/21/2011 05:06 PM	APRV
4	Auditor's Office		01/21/2011 05:21 PM	NEW

Form Started By: Rosie Cantu Started On: 01/21/2011 11:07 AM
Final Approval Date: 01/21/2011

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HIDTA TASK FORCE (270-003)/ CHPTR 59 (270-011) DATE: **01/11/2011**

CURRENT POSITION TITLE: CRIMINAL INVESTIGATOR II CURRENT SLOT. #: 270-003-G008/ 270-011-G008

REQUESTED POSITION TITLE: ASSISTANT COMMANDER

REQUEST FOR:

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

POSITION SALARY REQUEST:

ACCT NO.	NO. OF POSITIONS	CURRENT GRADE & STEP	PROPOSED GRADE &		NET CHANGE	PROPOSED SALARY
270-003	**1**	**G14, S4 $39,760.00**	**G14 S4 $39,760.00**	$	**-0-**	
270-011	**1**	**G16, S1 $16,240.00**	**G18 S4 $19,128.00**	$	**2,888.00**	**$58,888.00**

Position to be funded from one of the following:

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

☒ Other **WITHIN DEPT BUDGET 1-1251-412-00-270-011-0-XXX HIDTA CHAPTER 59**

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	X
Non-Exempt		Non-Exempt	
N/A			

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

SHE WILL BE ABLE ASSIGNED TO ASST. THE COMMANDER IN HER ABSENCE & OUT IN THE FIELD WHEN SHE IS NOT AROUND.

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.	FOR RENE GUERRA DEPARTMENT HEAD	1/13/2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	1/20/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

OID

CRIMINAL INVESTIGATOR II

GRADE: 14

GENERAL DESCRIPTION

Performs mid-level criminal investigation work; Investigate assigned criminal activities. Perform supplementary investigation to assist prosecutors in case preparations. Make arrests and file criminal cases.

EXAMPLES OF WORK PERFORMED

Investigates all types of criminal activities and assists prosecutors in case preparation

Assists local, state, federal and out-of-state police offices in making arrests and filing criminal cases

Prepares and executes search and arrest warrants and serves subpoenas

Prepares reports and correspondence

Interviews inmates and other people to secure intelligence data and information; takes statements and confessions

Locates and interview persons, take statements and depositions, evaluate evidence, examine records, collect data and report facts

Obtains evidence from police agencies and pen packet from various prison systems

Evaluates video taped interviews of children who are victims of physical/sexual abuse

Testifies in criminal trials

Performs all other related duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Three (3) years of experience in related field functioning as a law enforcement officer. Associate's degree in Law Enforcement preferred.

Knowledge, Skills, and Abilities

Excellent verbal and written communication skills are necessary

Skill is required in preparing written products and oral presentations

Ability to think logically and objectively

Ability to analyze and evaluate facts, evidence and related information

Laws of arrest, search and seizure, service of legal process, and the legal rights of citizens

Registration, Certification, or Licensure

Texas Peace Officer certification from the Texas Commission of Law Enforcement Officer Standards and Education (TCLEOSE)

Mandatory firearms qualification and physical training

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

NEW

ASSISTANT COMMANDER

GRADE: 16

GENERAL DESCRIPTION

Performs supervisory (senior-level) criminal investigation work. The Assistant Commander reports directly to the Commander. Assumes all of the Commander's duties and responsibilities during the Commander's absence or at the direction of the Commander. The Assistant Commander will maintain an investigative caseload and will also be responsible for administrative duties as directed and or assigned by the Task Force Director.

EXAMPLES OF WORK PERFORMED

Has executive management authority over all Task Force field operations personnel, including asset forfeiture and intelligence research divisions.

May also approve all operational plans and primarily ensures that the safety and well being of the public, task force agents, covert operations, law enforcement personnel and targets are secured.

Implements all local, state and federal rules and regulations to all operations and coordinate with other law enforcement agencies.

Assess' the risks involved in an operation and minimize them to ensure a successful and injury free operation.

Supervises all local, state, and federal law enforcement personnel within the purview of the task force responsibilities.

Will be responsible for accurate accounting of the Task Force's Confidential Funds account and follow the Task Force and auditing policies.

Investigates rule infraction allegations committed by Task Force personnel.

Mediates and attempts to resolve all problems caused by an operation or between local and federal agents.

Assess' criminal/drug trafficking intelligence and evaluates it in order to determine risk factors.

Provides tactical and strategic leadership to Task Force personnel and covert civilian operatives.

Presides over all briefings and debriefings of all operations.

Coordinates the available local, state and federal resources for each operation and provides access to the local medical and emergency services during each operation.

Ensures that all local, state and federal Task Force personnel have the necessary equipment to perform their duties in a safe and efficient manner.

Maintains a high level of professionalism and quality ethical standards.

Interview involved parties including suspects, witnesses and complainants; obtain and verify official statements

Conduct surveillance of drug suspects and related activities; patrol high risk and drug profile area; conduct undercover operations; collect evidence of crimes; organize and prepare case reports for prosecution

Contact and cooperate with other law enforcement agencies and the Sheriff's Department in matters relating to the apprehension of offenders and the investigation of offenses; conduct internal investigations of white collar crimes and criminal violations committed by county personnel

Draft and serve civil citations, arrest warrants and other legal documents to ensure expediency in the legal process; testify in court or in front of a grand jury as requested

Conduct traffic stops and vehicle searches; compile information and court orders for the destruction of evidence in adjudicated criminal narcotic cases

Participate in drug awareness training activities; maintain training files; develop training programs; coordinate outside training programs and outside agencies and jurisdictions; review and evaluate current and future training programs

Understand, interpret and apply laws, regulations, policies and procedures.

Maintain confidentiality in the performance of duties

Establish and maintain cooperative working relationships with those contacted in the course of work

Performs all other related duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Five (5) years of law enforcement experience. Must have basic certification as a peace officer from the Texas Commission on Law Enforcement Officer Standards and Education (TCLOSE).

Certificates, Licenses, Registrations:
Possession of an Advanced Certificate of Law Enforcement.

Texas Operator's Drivers License. Investigators use their own private vehicle and not a county car.

THE COUNTY OF HIDALGO

Knowledge, Skills, and Abilities

Must be able to use a computer with programs such as Microsoft Word, Excel and PowerPoint

Proper use and properly care for firearms

Ability to read, analyze and interpret the most complex documents

Ability to write speeches and articles using original or innovative techniques or style

Ability to make effective and persuasive speeches and presentation on controversial or complex topics to top management, public groups

Ability to work with mathematical concepts such as probability and statistical inference

Ability to define problem(s), collects data, establish facts, and draw valid conclusions

Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables

Must have criminal law and criminal procedure experience with particular reference to the apprehension, arrest and custody of persons committing misdemeanors and felonies including rules of evidence pertaining to the seizures and preservation of evidence

Must have Interview and interrogation techniques and methods

Understanding of Pertinent federal, state and local laws, regulations and codes

Knowledge in Principles and practices of legal document preparation including citations and arrest warrants

Specific knowledge of the following areas: Texas Code of Criminal Procedures, Texas Penal Code, Texas Family Code, child abuse and neglect, and/or business ethics and public law

Registration, Certification, or Licensure

Texas Peace Officer certification from the Texas Commission of Law Enforcement Officer Standards and Education (TCLEOSE)

Mandatory firearms qualification and physical training

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, occasionally up to 100lbs. 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
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, January 25, 2011

Agenda Item: 24950

Summary of request/proposal:
HIDTA- TASK FORCE (1291)
Approval to reclassify the following full time position in the Classification and Compensation Plan (Position Inventory), effective 01/18/11. Review and recommended by the Classification Committee as per Section 6.29 of the Hidalgo County Personnel Handbook:

				CURRENT			PROPOSED			
Fund	Position	Slot#	Obj	G	S	Salary/ Allowance	G	S	Salary/ Allowance	Total Requested
1291	*RECLASSIFY-* CRIMINAL INVESTIGATOR II *to* ASSIST. COMMANDER	G008	113	14	4	39,760.00	16	1	39,760.00	0.00
						39,760.00			39,760.00	0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
1-1291-412-00-270-003-0-	113	HIDTA TASK FORCE-	REG F/T EMPLOYEES	$0.00
1-1291-412-00-270-003-0-	211	HIDTA TASK FORCE-	HEALTH INSURANCE	$0.00
1-1291-412-00-270-003-0-	212	HIDTA TASK FORCE-	LIFE INSURANCE	$0.00
1-1291-412-00-270-003-0-	220	HIDTA TASK FORCE-	FICA	$0.00
1-1291-412-00-270-003-0-	230	HIDTA TASK FORCE-	RETIREMENT	$0.00
1-1291-412-00-270-003-0-	250	HIDTA TASK FORCE-	UNEMPLOYMENT COMP	$0.00
1-1291-412-00-270-003-0-	260	HIDTA TASK FORCE-	WORKER'S COMP	$0.00
			2011 Budgetary Impact	$0.00

2012 Budgetary Impact: $0.00

Possible Funding Sources: NO BUDGETARY IMPACT.

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

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, January 25, 2011

Agenda Item: 24950

Summary of request/proposal:
HIDTA CHAPTER 59 (1251)
Approval to reclassify the following full time position in the Classification and Compensation Plan (Position Inventory), effective 01/18/11. Reviewed and recommended by the Classification Committee as per Section 6.29 of the Hidalgo County Personnel Handbook:

				CURRENT			PROPOSED			
Fund	Position	Slot#	Obj	G	S	Salary/ Allowance	G	S	Salary/ Allowance	Total Requested
1251	RECLASSIFY- CRIMINAL INVESTIGATOR II to ASSIST. COMMANDER	G008	113	14	4	16,240.00	16	1	19,128.00	2,888.00
				TOTAL		16,240.00			19,128.00	2,888.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
1-1251-412-00-270-011-0-	113	HIDTA CHAPTER 59-	REG F/T EMPLOYEES	$2,710.28
1-1251-412-00-270-011-0-	211	HIDTA CHAPTER 59-	HEALTH INSURANCE	$0.00
1-1251-412-00-270-011-0-	212	HIDTA CHAPTER 59-	LIFE INSURANCE	$0.00
1-1251-412-00-270-011-0-	220	HIDTA CHAPTER 59-	FICA	$207.34
1-1251-412-00-270-011-0-	230	HIDTA CHAPTER 59-	RETIREMENT	$260.19
1-1251-412-00-270-011-0-	250	HIDTA CHAPTER 59-	UNEMPLOYMENT COMP	$13.55
1-1251-412-00-270-011-0-	260	HIDTA CHAPTER 59-	WORKER'S COMP	$0.00
			2011 Budgetary Impact	$3,191.36

2012 Budgetary Impact: $3,400.62

Possible Funding Sources: **WITHIN DEPT BUDGET.**

Budget Office Recommendation: *FUNDING CURRENTLY IN PLACE FROM APPROPRIATION OF FUNDS. REF: CC 112/30/2010.*

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1291-412-00-270-003-0

AI - 24950

HIDTA TASK FORCE

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
G001	113	COMMANDER	18	4	$75,899.00	$49,198.00	$49,200.00	$505.60	$0.00	$0.00	$0.00	$0.00	$49,705.60
G002	113	ASSISTANT DISTRICT ATTORNEY IV	18	2	$71,091.00	$52,757.00	$52,800.00	$2,671.58	$0.00	$0.00	$0.00	$0.00	$55,471.58
G003	113	CRIMINAL INVESTIGATOR I	12	4	$47,829.00	$36,455.00	$36,968.00	$420.00	$0.00	$0.00	$0.00	$0.00	$37,388.00
G004	113	CRIMINAL INVESTIGATOR II	14	2	$52,254.00	$36,964.00	$36,968.00	$0.00	$0.00	$0.00	$0.00	$0.00	$36,968.00
G005	113	CRIMINAL INVESTIGATOR II	14	2	$52,254.00	$36,964.00	$36,968.00	$420.00	$0.00	$0.00	$0.00	$0.00	$37,388.00
G006	113	CRIMINAL INVESTIGATOR II	14	2	$52,254.00	$36,964.00	$36,968.00	$0.00	$0.00	$0.00	$0.00	$0.00	$36,968.00
G007	113	CRIMINAL INVESTIGATOR II	14	2	$52,254.00	$36,964.00	$36,968.00	$466.88	$0.00	$0.00	$0.00	$0.00	$37,434.88
G008	**113**	**ASSISTANT COMMANDER** ~~**CRIMINAL INVESTIGATOR II**~~	**16** ~~**14**~~	**1** **4**	**$58,888.00** ~~**$55,788.00**~~	**$39,760.00** ~~**$39,609.00**~~	**$39,760.00**	**$213.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	$39,973.00
G009	113	ACCOUNTANT III	12	5	$49,344.00	$35,695.00	$35,700.00	$564.24	$0.00	$0.00	$0.00	$0.00	$36,264.24
G010	113	INTELLIGENCE RESEARCH SPECIALIST	8	1	$31,815.00	$22,369.00	$22,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,500.00
G011	113	ADMINISTRATIVE ASSISTANT IV	10	2	$38,408.00	$28,015.00	$28,200.00	$720.00	$0.00	$0.00	$0.00	$0.00	$28,920.00
G012	113	ADMINISTRATIVE ASSISTANT III	8	5	$36,271.00	$25,999.00	$26,000.00	$900.00	$0.00	$0.00	$0.00	$0.00	$26,900.00
				TOTAL	$618,561.00	$477,713.00	$439,000.00						$445,881.30

Approval to reclassify the following full time position in the Classification and Compensation Plan (Position Inventory), effective 01/31/11. Reviewed and recommended by the Classification Committee as per Section 6.29 of the Hidalgo County Personnel Handbook.

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1251-412-00-270-011-0

AI - 24950

HIDTA CHAPTER 59

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
G001	113	COMMANDER	18	4	$75,899.00	$26,701.00	$21,083.00	$274.40	$0.00	$0.00	$0.00	$0.00	$21,357.40
G002	113	ASSISTANT DISTRICT ATTORNEY IV	18	2	$71,091.00	$18,334.00	$18,340.00	$928.42	$0.00	$0.00	$0.00	$0.00	$19,268.42
G003	113	CRIMINAL INVESTIGATOR I	12	4	$47,829.00	$11,374.00	$11,532.00	$420.00	$0.00	$0.00	$0.00	$0.00	$11,952.00
G004	113	CRIMINAL INVESTIGATOR II	14	2	$52,254.00	$15,290.00	$15,290.00	$0.00	$0.00	$0.00	$0.00	$0.00	$15,290.00
G005	113	CRIMINAL INVESTIGATOR II	14	2	$52,254.00	$15,290.00	$15,290.00	$420.00	$0.00	$0.00	$0.00	$0.00	$15,710.00
G006	113	CRIMINAL INVESTIGATOR II	14	2	$52,254.00	$15,290.00	$15,290.00	$0.00	$0.00	$0.00	$0.00	$0.00	$15,290.00
G007	113	CRIMINAL INVESTIGATOR II	14	2	$52,254.00	$15,290.00	$15,290.00	$193.12	$0.00	$0.00	$0.00	$0.00	$15,483.12
		ASSISTANT COMMANDER	**16**	**1**	**$58,888.00**	**$19,128.00**							
G008	**113**	~~**CRIMINAL INVESTIGATOR II**~~	~~**14**~~	**4**	~~**$55,788.00**~~	~~**$16,179.00**~~	**$16,240.00**	**$87.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$16,327.00**
G009	113	ACCOUNTANT III	12	5	$49,344.00	$13,649.00	$13,649.00	$215.76	$0.00	$0.00	$0.00	$0.00	$13,864.76
G010	113	INTELLIGENCE RESEARCH SPECIALIST	8	1	$31,815.00	$9,446.00	$9,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$9,500.00
G011	113	ADMINISTRATIVE ASSISTANT IV	10	2	$38,408.00	$10,393.00	$10,400.00	$720.00	$0.00	$0.00	$0.00	$0.00	$11,120.00
G012	113	ADMINISTRATIVE ASSISTANT III	8	5	$36,271.00	$10,272.00	$10,272.00	$900.00	$0.00	$0.00	$0.00	$0.00	$11,172.00
G015	113	CRIMINAL INVESTIGATOR I	12	3	$46,314.00	$46,314.00	$46,314.00	$0.00	$0.00	$0.00	$0.00	$0.00	$46,314.00
G016	113	CRIMINAL INVESTIGATOR I	12	4	$47,829.00	$47,829.00	$48,500.00	$840.00	$0.00	$0.00	$0.00	$0.00	$49,340.00
G017	113	CRIMINAL INVESTIGATOR I	12	1	$43,284.00	$43,284.00	$43,284.00	$0.00	$0.00	$0.00	$0.00	$0.00	$43,284.00
G018	113	CRIMINAL INVESTIGATOR II	14	0	$47,963.00	$47,963.00	$47,963.00	$0.00	$0.00	$0.00	$0.00	$0.00	$47,963.00
G020	113	SR. DEPUTY CONSTABLE STEP III				$22,388.00	$22,388.00	$660.00	$0.00	$600.00	$0.00	$0.00	$23,648.00
G021	113	CLERK I	1	3	$19,864.00	$19,864.00	$20,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,000.00
				TOTAL	$823,815.00	$408,099.00	$384,385.00	$5,538.70	$0.00	$600.00	$0.00	$0.00	$406,883.70

Approval to reclassify the following full time position in the Classification and Compensation Plan (Position Inventory), effective 01/31/11. Reviewed and recommended by the Classification Committee as per Section 6.29 of the Hidalgo County Personnel Handbook.

AI-24704 **18.E.2.**

Personnel Actions- Reclassifications, deletion(s), creation(s)
CC REGULAR

Date:	01/25/2011
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Submitted For:	Health & Human Services- Health Division
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Sub-category:** Salary Schedule Changes

Information

CAPTION

Health Adm (1100):
a. Approval to reclassify the following full time positions effective next full pay period, 01/31/2011. Reviewed and recommended by the Classification Committee as per Sections 3.22 - 3.28 of the Civil Service Commission rules.

Program No./ Name	Slot No.	Position Title	Current Grade & Step	Proposed Position Title	Proposed Grade & Step
340-001 Health Adm.	026	Permit Clerk	G4, S6	Clerk III	G5, S4
340-001 Health Adm.	028	Permit Clerk	G4, S5	Clerk III	G5, S3
340-001 Health Adm.	031	Permit Clerk	G4, S4	Clerk III	G5, S2
340-001 Health Adm.	042	Permit Clerk	G4, S2	Clerk III	G5, S1

b. Approval of 2011 interdepartmental transfer
c. Approval of revised salary schedule

Health Clinics (1100)/ H.D. Admin (1293)/ T.B. Control (1293):
a. Approval of the following personnel actions:

Action	Program No./ Name	Slot No.	Position Title	Current Grade & Step	Current Salary	Proposed Position Title	Proposed Grade & Step	Proposed Salary
Delete	340-003 Health Clin.	0007	RN IV	G16, S3	$61,828.00	-	-	-
Delete	340-005 H.D. Admin	0011	"	"	$1,182.00	-	-	-
					$63,010.00			
Delete	340-008 T.B. Control	G007	TB RN	G17, S1	$63,599.00	-	-	-
Create	340-003 Health Clin.	0125	-	-	-	RN V	G17, S1	$61,828.00
Create	340-005 H.D. Admin	G022	-	-	-	"	"	$1,771.00
								$63,599.00

Create	340-008 T.B. Control	G008	-	-	-	TB RN	G16, S1	$58,888.00

b. Approval of revised salary schedules

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** SEE BELOW

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

BUDGETARY IMPACT:

*Funding for reclassifications: 1-1100-415-00-115-002-0-899, funds available as of 01/21/11.
*Funding for creation of Slot G022 (RN V) from 340-005 H.D. ADM: Appropriation for this program done at the beginning of February of each year. Waiting for the County calendar/ accounting year to be closed by the Auditor's Office, as per Mike Escaname, Budget Manager II from Health Department.

Attachments

Link: backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Rosie Cantu	01/21/2011 04:47 PM	APRV
2	Budget & Management	Erika Zamora	01/21/2011 04:48 PM	APRV
3	Sylvia Solis	Sylvia Solis	01/21/2011 05:09 PM	APRV
4	Auditor's Office		01/21/2011 05:21 PM	NEW

Form Started By: Rosie Cantu Started On: 01/06/2011 03:22 PM

Final Approval Date: 01/21/2011

Letter of Transmittal

HIDALGO COUNTY
DEPARTMENT OF BUDGET AND MANAGEMENT

Date: Friday, January 21, 2011

To: Esther Cortez, Human Resources Director

From: Valde Guerra
Commissioner Court Executive Officer

Attached, please find 1 original set (s) of an H.R. related agenda item that requires H.R. **review** and **approval**. Please return original document with corresponding signature of approval.

AI: 24704

C.C. Date: **01/25/2011**

Dept: HEALTH DEPT- CLINICS, H.D.ADMIN., HEALTH ADMIN, T.B. CONTROL (1100, 12993)- RECLASSIFICATIONS, DELETION & CREATION

COPY

Human Resources Dept:

Received By: _____

Title: _____

Date: _____ **Time:** _____

AI-24704 **19.D.2.**

Personnel Actions- Reclassifications, deletion(s), creation(s)
CC REGULAR

Date: 01/25/2011
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: Health & Human Services- Health Division
Department: BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Sub-category:** Salary Schedule Changes

---

Information

CAPTION

Health Adm (1100):
a. Approval to reclassify the following full time positions effective next full pay period, 01/31/2011. Reviewed and recommended by the Classification Committee as per Sections 3.22 - 3.28 of the Civil Service Commission rules.

Program No./ Name	Slot No.	Position Title	Current Grade & Step	Proposed Position Title	Proposed Grade & Step
340-001 Health Adm.	026	Permit Clerk	G4, S6	Clerk III	G5, S4
340-001 Health Adm.	028	Permit Clerk	G4, S5	Clerk III	G5, S3
340-001 Health Adm.	031	Permit Clerk	G4, S4	Clerk III	G5, S2
340-001 Health Adm.	042	Permit Clerk	G4, S2	Clerk III	G5, S1

b. Approval of 2011 interdepartmental transfer
c. Approval of revised salary schedule

Clinics (1100)/ H.D. Admin (1293)/ T.B. Control (1293):
a. Approval of the following personnel actions:

Action	Program No./ Name	Slot No.	Position Title	Current Grade & Step	Current Salary	Proposed Position Title	Proposed Grade & Step	Proposed Salary
Delete	340-003 Health Clin.	0007	RN IV	G16, S3	$61,828.00	-	-	-
Delete	340-005 H.D. Admin	0011	"	"	$1,182.00	-	-	-
					$63,010.00			
Delete	340-008 T.B. Control	G007	TB RN	G17, S1	$63,599.00	-	-	-
Create	340-003 Health Clin.	0125	-	-	-	RN V	G17, S1	$61,828.00
Create	340-005 H.D. Admin	G022	-	-	-	"	"	$1,771.00
								$63,599.00
Create	340-008 T.B. Control	G008	-	-	-	TB RN	G16, S1	$58,888.00

b. Approval of revised salary schedules

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** SEE BELOW

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

BUDGETARY IMPACT:

*Funding for reclassifications: 1-1100-415-00-115-002-0-899, funds available as of 01/21/11.

*Funding for creation of Slot G022 (RN V) from 340-005 H.D. ADM: Appropriation for this program done at the beginning of February of each year. Waiting for the County calendar/ accounting year to be closed by the Auditor's Office, as per Mike Escaname, Budget Manager II from Health Department.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
		Rosie Cantu	01/06/2011 03:22 PM	CREATED
1	Rosalinda Cantu (Originator)			PEND
2	Budget & Management			
3	Auditor's Office			
4	Purchasing Department			

Form Started By: Rosie Cantu Started On: 01/06/2011 03:22 PM

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HEALTH ADM

DATE: 01/06/2011

CURRENT POSITION TITLE: PERMIT CLERK

CURRENT SLOT. #: 042

REQUESTED POSITION TITLE: CLERK III

REQUEST FOR:

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

POSITION SALARY REQUEST:

1	G4 S2 $24,445.00	G5 S1 $25,256.00	$ 811.00
NO. OF POSITIONS	CURRENT GRADE & STEP	PROPOSED GRADE & STEP	NET CHANGE

Position to be funded from one of the following:

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

☒ Other 1-1100-415-00-115-002-0-899 CO WIDE ADM-CONTINGENCY

POSITION TYPE:

Full Time Employee Object 113 ☐ 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	☒	Non-Exempt	☒
N/A	☐		

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

The title change is being requested in an effort to improve our Department's public service, increase work efficiency and reorganize our clerk staff within our Health & Human Services department.

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)

While the job description will remain the same for this slot, the new title will provide clarity to staff's role within our Health & Human Services organization.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	01/07/2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	1/20/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HEALTH ADM

DATE: 01/06/2011

CURRENT POSITION TITLE: PERMIT CLERK

CURRENT SLOT. #: 031

REQUESTED POSITION TITLE: CLERK III

REQUEST FOR:

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

POSITION SALARY REQUEST:

1	G4 S4 $25,839.00	G5 S2 $26,140.00	$ 301.00
NO. OF POSITIONS	CURRENT GRADE & STEP	PROPOSED GRADE & STEP	NET CHANGE

Position to be funded from one of the following:

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

☒ Other 1-1100-415-00-115-002-0-899 CO WIDE ADM-CONTINGENCY

POSITION TYPE:

Full Time Employee Object 113 ☐ 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)

The title change is being requested in an effort to improve our Department's public service, increase work efficiency and reorganize our clerk staff within our Health & Human Services department.

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)

While the job description will remain the same for this slot, the new title will provide clarity to staff's role within our Health & Human Services organization.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	01/07/2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	1/20/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HEALTH ADM

DATE: 01/06/2011

CURRENT POSITION TITLE: PERMIT CLERK

CURRENT SLOT. #: 026

REQUESTED POSITION TITLE: CLERK III

REQUEST FOR:

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

POSITION SALARY REQUEST:

1	G4 S6 $27,542.00	G5 S4 $27,908.00	$ 366.00
NO. OF POSITIONS	CURRENT GRADE & STEP	PROPOSED GRADE & STEP	NET CHANGE

Position to be funded from one of the following:

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

☒ Other 1-1100-415-00-115-002-0-899 CO WIDE ADM-CONTINGENCY

POSITION TYPE:

Full Time Employee Object 113 ☐ 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)

The title change is being requested in an effort to improve our Department's public service, increase work efficiency and reorganize our clerk staff within our Health & Human Services department.

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)

While the job description will remain the same for this slot, the new title will provide clarity to staff's role within our Health & Human Services organization.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	01/07/2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	1/20/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HEALTH ADM

DATE: 01/06/2011

CURRENT POSITION TITLE: PERMIT CLERK

CURRENT SLOT. #: 028

REQUESTED POSITION TITLE: CLERK III

REQUEST FOR:

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

POSITION SALARY REQUEST:

1	G4 S5 $26,657.00	G5 S3 $27,024.00	$ 367.00
NO. OF POSITIONS	CURRENT GRADE & STEP	PROPOSED GRADE & STEP	NET CHANGE

Position to be funded from one of the following:

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

☒ Other **1-1100-415-00-115-002-0-899 CO WIDE ADM-CONTINGENCY**

POSITION TYPE:

Full Time Employee Object 113 ☐ 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	☒	Non-Exempt	☒
N/A	☐		

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

The title change is being requested in an effort to improve our Department's public service, increase work efficiency and reorganize our clerk staff within our Health & Human Services department.

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)

While the job description will remain the same for this slot, the new title will provide clarity to staff's role within our Health & Human Services organization.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	01/07/2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	1/20/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

PERMIT CLERK

GRADE: 04

GENERAL DESCRIPTION

Sells Septic Tank permits, generated by the Environmental Health Division; works under the supervision of the Chief Inspector.

EXAMPLES OF WORK PERFORMED

Answers telephone calls pertaining to septic tank permits, compliance letters;

Issues septic tanks permits and make copies of septic tank permits

Issues compliance letter for utilities (light and water)

Make daily reports of money collected

Does filing of open and closed records

Informs permit clients about the need for engineer designs for septic tank on lots less than ½ acre

Looks up old files, for septic tank installed from 1980 to present

Make daily report of work done

Call engineers regarding system designs and subdivision plats when corrections are needed

Faxes information to engineers and utility companies;

Collects permit fees and completes collection reports daily, with the understanding that the receipts must have the same date; voided permits (original) must be deposited with collection reports;

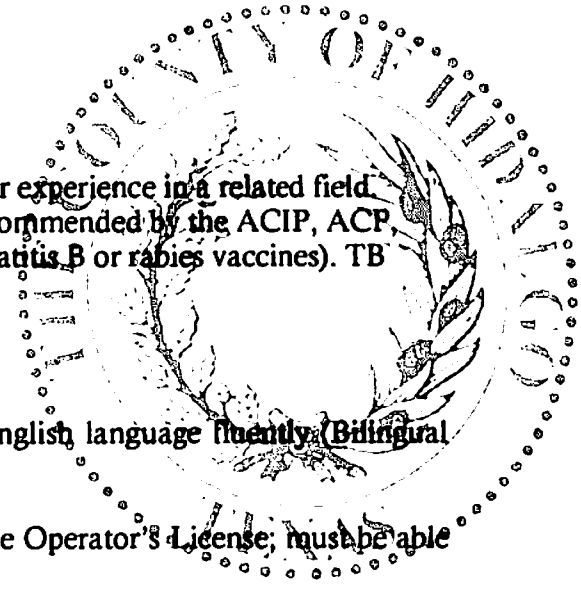
Keeps records of receipt from treasurer's office;

Checks collection reports from three (3) stations, Edinburg, Weslaco, and Mission; ensures that receipts match the amount of money listed on the collection report

Keeps a record of receipts issued/used

Assists Chief Inspector with administrative duties

GENERAL QUALIFICATION GUIDELINES



Experience and Education

High School diploma or equivalent required. One (1) year experience in a related field. Employees may be required to receive immunizations recommended by the ACIP, ACP, and TDH based on anticipated disease exposure (e.g. hepatitis B or rabies vaccines). TB skin testing may be required.

Knowledge, Skills, and Abilities

Must have the ability to read, write and comprehend English language fluently (Bilingual preferred)

Employee must have a current valid Texas Motor Vehicle Operator's License; must be able to be insured by the County's insurance carrier

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

CLERK III

GRADE: 05

GENERAL DESCRIPTION

Performs complex (journey-level) clerical work in areas such as bookkeeping, inventory control, statistics, employment, human resources, purchasing, and accounting; Work involves compiling and tabulating data, checking documents for accuracy, transporting documents and/or stock and inventory, and maintaining files; Works under general supervision with moderate latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Produces and proofs correspondence, reports, purchase orders, summaries, manuals, vouchers, records, and other related forms

Answers inquiries regarding procedures and policies, assists the public and staff in filling out forms, and assembles and mails information packets

Posts information to agency records and modifies forms or records

Assembles, organizes, and tabulates data; and may compile and tabulate data, and prepare charts, graphs, and tables

Maintains files, materials, and supplies

Opens, stamps, classifies, sorts, and routes mail, and maintains records on postage, registered mail, and packages

Performs data entry, retrieval, and data searches

Receives, stores, and issues stock items

May perform arithmetic computations

May maintain office schedules and appointments

May perform back-up receptionist or telephone switchboard duties

May receive and forward payments to the appropriate agency staff

May screen applicants, administer employment tests, and assist in orienting employees

May arrange the scheduling, transfer, and display of surplus property

May make arrangements for repairs and services

May inspect merchandise for quality and compliance with specifications

May deliver or pick up documents, supplies, equipment, or materials

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Two to Three (2-3) years experience in clerical work. Graduation from a standard senior high school or equivalent is generally preferred. Vocational training is preferred. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of business or program terminology, office procedures, spelling, punctuation, grammar, and arithmetic; of warehousing procedures; of purchasing policies and procedures; of records administration and maintenance techniques and procedures; and of state purchasing policies and procedures

Skill in using a personal computer and office equipment

MS Word and Excel

Ability to make arithmetic computations; to prepare and maintain records, files, and reports; and to transfer stock from one location to another

Registration, Certification, or Licensure

May require a valid driver's license

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HEALTH DEPT (340-003)-CLINICS/ (340-005)-ADMIN DATE: **01/18/2011**

CURRENT POSITION TITLE: **RN IV**

CURRENT SLOT. #: 340-003-0007/ 340-005-0011

REQUESTED POSITION TITLE: -

REQUEST FOR:

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

POSITION SALARY REQUEST:

ACCT NO.	NO. OF POSITIONS	CURRENT GRADE & STEP	PROPOSED GRADE &		NET CHANGE	PROPOSED
340-003	**1**	**G16, S3 $61,828.00**	**-0-**	$	**($61,828.00)**	
340-005	**1**	**G16, S3 $1,182.00**	**-0-**	$	**($1,182.00)**	**($63,010.00)**

Position to be funded from one of the following:

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

☒ Other **FUNDS TO BE MADE AVAILABLE**

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	[X]
Non-Exempt	[X]	Non-Exempt	[ ]
N/A	[ ]		

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

This position as stated does not meet the needs of the Hidalgo County Health & Human Services Department as it is not at the proper Grade or Step. The position requires that it be at a higher Grade and Step due to the risk involved in exposure to Tuburculosis and also duties pertaining to Supervisory duties.

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	1-20-2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	1/20/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HEALTH DEPT (340-003)-CLINICS/ (340-005)-ADMIN DATE: **01/18/2011**

CURRENT POSITION TITLE:

CURRENT SLOT. #: 340-003-0125/
340-005-~~0~~022
G

REQUESTED POSITION TITLE: **RN V**

REQUEST FOR:

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

POSITION SALARY REQUEST:

ACCT NO.	NO. OF POSITIONS	CURRENT GRADE & STEP	PROPOSED GRADE & STEP		NET CHANGE	PROPOSED SALARY
340-003	**1**	**-0-**	**G17, S1 $61,828.00**		**$61,828.00**	
340-005	**1**	**-0-**	**G17, S1 $1,771.00**	$	**$1,771.00**	**$63,599.00**

Position to be funded from one of the following:

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

☒ Other **FUNDS AVAILABLE FROM DELETION OF RN IV POSITION/ HD ADM (program income 340-005)**

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)

The Registered Nurse IV position is a supervisory position and is also considered a "high-risk" position due to the risk of exposure to Tuberculosis. As a supervisory position, the pay needs to be above a Nurse IV position's salary. The RN (TB) Supervisor is responsible for the overall functions of the Pulmonary Clinic and supervises 17 employees in the TB division. This position also serves as a liaison / consultant / trainer for the Jail Nurses.

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	1-20-2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	1/20/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HEALTH DEPT (340-008)- T.B. CONTROL

DATE: **01/18/2011**

CURRENT POSITION TITLE: **TB RN**

CURRENT SLOT. #: 340-008-G007

REQUESTED POSITION TITLE: -

REQUEST FOR:

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

POSITION SALARY REQUEST:

340-008	1	G17, S1 $63,599.00	-0-	$	($63,599.00)	($63,599.00)
ACCT NO.	NO. OF POSITIONS	CURRENT GRADE & STEP	PROPOSED GRADE & STEP		NET CHANGE	PROPOSED SALARY

Position to be funded from one of the following:

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

☒ Other **FUNDS TO BE MADE AVAILABLE**

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)

This position does not meet the needs of the Hidalgo County Health & Human Services Department as the Grade and Step is not properly assigned based on the actual duties and level of the position within the Health & Human Services Health Division.

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	1-20-2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	1/20/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HEALTH DEPT (340-008)- T.B. CONTROL DATE: **01/18/2011**

CURRENT POSITION TITLE: CURRENT SLOT. #: 340-008-G008

REQUESTED POSITION TITLE: **TB RN**

REQUEST FOR:

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

POSITION SALARY REQUEST:

340-008	1	-0-	G16, S1 $58,888.00	$	$58,888.00	$58,888.00
ACCT NO.	NO. OF POSITIONS	CURRENT GRADE & STEP	PROPOSED GRADE & STEP		NET CHANGE	PROPOSED SALARY

Position to be funded from one of the following:

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

☒ Other **FUNDS AVAILABLE FROM DELETION OF TB RN GRADE 17 STEP 1 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)

This position's Grade and Step need to be at the same level as other TB RN positions within our Health & Human Services Department. It is currently at a higher Grade and Step. The new position will be at the same level as current TB RN positions.

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	1-20-2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	1/26/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

REGISTERED NURSE IV

GRADE: 16

GENERAL DESCRIPTION

Performs advanced (senior-level) nursing work; Work involves planning, developing, coordinating, and evaluating nursing activities and providing for the care and treatment of patients; May plan, assign, and/or supervise the work of others; Works under limited supervision, with considerable latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Plans, develops, coordinates, and evaluates nursing activities and makes recommendations for improvements

Plans, develops, implements, and monitors program operations

Develops, reviews, revises, and explains health care program policies and procedures

Develops and implements quality assurance programs and processes

Develops in-service training and educational programs

Administers or oversees the administration of medication, immunizations, and treatment, and observes patients for unusual symptoms and reactions

Makes hospital rounds to ensure that prescribed methods and procedures are followed

Evaluates nursing services through the analysis of statistical studies and performance evaluation reports

Reviews medical records and patient assessments to determine compliance with policies and procedures, correctness of assessment, and quality of service

Provides consultation, training, and technical assistance to agency staff, care recipients, provider agencies, and the medical community

May conduct inspections, certifications, surveys, and investigations of health care facilities to determine compliance with state and federal laws, regulations, and rules

May plan, assign, and/or supervise the work of others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Seven (7) years experience in nursing work; Graduate from an accredited four-year college or university with major course work in nursing or from an accredited nursing program is generally preferred. Two (2) years experience maybe substituted for one (1) year of education.

Knowledge, Skills, and Abilities

Knowledge of nursing techniques and procedures, health care laws and regulations, medical diagnoses and procedures, accepted medical treatment patterns, community health and nursing care principles, practices, and procedures, program regulations and procedures, and utilization review and control measures

Ability to provide patient care, prepare and maintain records, and explain public health law

Ability to organize, coordinate, and evaluate nursing activities and delivery of public health services

Ability to interpret policies and procedures, interpret health care regulations, recognize patterns of medical necessity treatment, and to plan, assign, and/or supervise the work of others

Must be registered as a Registered Nurse by the State of Texas or a state that recognizes reciprocity through the Nurse Licensure Compact

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

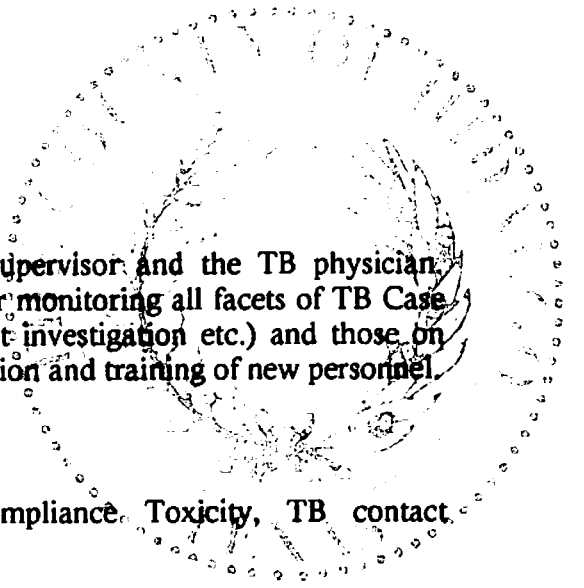
Effectively handle a work environment and conditions which involve:

- 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

TB RN



GRADE: 17

GENERAL DESCRIPTION

Works under the supervision of the RN TB Clinic Supervisor and the TB physician. Functions as a tuberculosis clinic nurse. Responsible for monitoring all facets of TB Case Nursing Management (compliance of treatment, contact investigation etc.) and those on treatment for latent TB infection. Assists with TB orientation and training of new personnel.

EXAMPLES OF WORK PERFORMED

Monitors assigned TB Cases for DOT/DOPT compliance, Toxicity, TB contact investigations, and follow-up per standing protocols

Monitors tuberculosis activities in jails and other correctional facilities

Monitors and when necessary, develops ways of preparing and collecting data required by DSHS special population program

Assists special population TB LVN with completion of reports

Assures reports are submitted in a timely manner

Assists in identifying TB Program needs to plan effective strategies and implement change

Understands and interprets public health laws and regulations as they pertain to tuberculosis control activities

Assists in orienting and evaluating staff performance based on TB Program objectives as needed

Participates in TB Q&A

Other duties as assigned per RN TB Clinic Supervisor or DON/ADON

Assists with monitoring of infection control in the Pulmonary clinic

Follows protocols on lab collection (blood and sputum) and reports abnormal labs to TB M.D., and makes appropriate referrals

Assists with other TB duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Formal nursing education leading to RN license plus three years related experience

CERTIFICATES, LICENSES, REGISTRATIONS:

Licensed RN in Texas

Employee must have proof of a current valid Texas Motor Vehicle Operator's License

Must be able to be insured by County Insurance carrier

Knowledge, Skills, and Abilities

Bilingual English- Spanish required

Maybe be required to work other than normal or scheduled hours including weekends and holidays.

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

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, January 25, 2011 **Agenda Item:** 24704

Summary of request/proposal:
HEALTH ADM (1100)
Requesting approval to reclassify the following positions:

				CURRENT			PROPOSED			
Fund	Position	Slot#	Obj	G	S	Salary/ Allowance	G	S	Salary/ Allowance	Total Requested
1100	PERMIT CLERK *Reclassify to* CLERK III	0026	113	4	6	27,542.00	5	4	27,908.00	366.00
1100	PERMIT CLERK *Reclassify to* CLERK III	0028	113	4	5	26,657.00	5	3	27,024.00	367.00
1100	PERMIT CLERK *Reclassify to* CLERK III	0031	113	4	4	25,839.00	5	2	26,140.00	301.00
1100	PERMIT CLERK *Reclassify to* CLERK III	0042	113	4	2	24,445.00	5	1	25,256.00	811.00
										1,845.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
1-1100-441-00-340-001-0-	113	HEALTH ADM-	REG F/T EMPLOYEES	$1,703.08
1-1100-441-00-340-001-0-	211	HEALTH ADM-	HEALTH INSURANCE	-
1-1100-441-00-340-001-0-	212	HEALTH ADM-	LIFE INSURANCE	-
1-1100-441-00-340-001-0-	220	HEALTH ADM-	FICA	$130.29
1-1100-441-00-340-001-0-	230	HEALTH ADM-	RETIREMENT	$163.50
1-1100-441-00-340-001-0-	250	HEALTH ADM-	UNEMPLOYMENT COMP	$8.52
1-1100-441-00-340-001-0-	260	HEALTH ADM-	WORKER'S COMP	$0.00
			2011 Budgetary Impact	$2,005.39

2012 Budgetary Impact: $2,172.49

Possible Funding Sources: CO WIDE ADM/ INTERDEPT TRANSFER

Budget Office Recommendation:

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Hidalgo County
Department of Budget & Management
FISCAL NOTE

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To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, January 25, 2011 **Agenda Item:** 24704

Summary of request/proposal:
HEALTH CLINICS (1100)
Approval of deletion, creation and reclassification of position (s) as follows:

				CURRENT			PROPOSED			
Fund	Position	Slot#	Obj	G	S	Salary/ Allowance	G	S	Salary/ Allowance	Total Requested
1100	RN IV (Delete)	0007	113	16	3	61,828.00	-	-	0.00	(61,828.00)
1100	RN V (Create)	0125	113	-	-	0.00	17	1	61,828.00	61,828.00
										0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
1-1100-441-00-340-003-0-	113	HEALTH CLINICS-	REG F/T EMPLOYEES	$0.00
1-1100-441-00-340-003-0-	211	HEALTH CLINICS-	HEALTH INSURANCE	$0.00
1-1100-441-00-340-003-0-	212	HEALTH CLINICS-	LIFE INSURANCE	$0.00
1-1100-441-00-340-003-0-	220	HEALTH CLINICS-	FICA	$0.00
1-1100-441-00-340-003-0-	230	HEALTH CLINICS-	RETIREMENT	$0.00
1-1100-441-00-340-003-0-	250	HEALTH CLINICS-	UNEMPLOYMENT COMP	$0.00
1-1100-441-00-340-003-0-	260	HEALTH CLINICS-	WORKER'S COMP	$0.00
			2011 Budgetary Impact	$0.00

2012 Budgetary Impact: $0.00

Possible Funding Sources: NO BUDGETARY IMPACT

Budget Office Recommendation: *POSITIONS HAVE COST ALLOCATION SLOTS IN THE H.D. ADMIN (1293) ACCOUNT- SEE FISCAL NOTE FOR 340-005 H.D. ADM.*

[illegible]
1-3-2005

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, January 25, 2011 **Agenda Item:** 24704

Summary of request/proposal:
H.D. ADM (1293)
Approval of deletion & creation of cost allocation slot (s) as follows:

				CURRENT			PROPOSED			
Fund	Position	Slot#	Obj	G	S	Salary/ Allowance	G	S	Salary/ Allowance	Total Requested
1293	RN IV- DELETE (Cost Alloc. Slot)	0011	113	16	3	1,182.00	-	-	0.00	(1,182.00)
1293	RN V- CREATE- (Cost Alloc. Slot)	G022	113	-	-	0.00	17	1	1,771.00	1,771.00
										589.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
1-1293-441-00-340-005-0-	113	H.D. ADMN-	REG F/T EMPLOYEES	$552.75
1-1293-441-00-340-005-0-	211	H.D. ADMN-	HEALTH INSURANCE	$0.00
1-1293-441-00-340-005-0-	212	H.D. ADMN-	LIFE INSURANCE	$0.00
1-1293-441-00-340-005-0-	220	H.D. ADMN-	FICA	$42.29
1-1293-441-00-340-005-0-	230	H.D. ADMN-	RETIREMENT	$53.06
1-1293-441-00-340-005-0-	250	H.D. ADMN-	UNEMPLOYMENT COMP	$2.76
1-1293-441-00-340-005-0-	260	H.D. ADMN-	WORKER'S COMP	$0.00
			2011 Budgetary Impact	$650.86

2012 Budgetary Impact: $693.55

Possible Funding Sources: WITHIN DEPT BUDGET- INTRADEPT TRANSFER, AT LATER DATE (SEE BELOW)

Budget Office Recommendation: *SLOTS ARE COST ALLOCATIONS TO POSITIONS IN 340-003 HEALTH CLINICS (1100).*

Appropriation for this program done at the beginning of February of each year. Waiting for the County calendar/ accounting year to be closed by the Auditor's Office.

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, January 25, 2011 **Agenda Item:** 24704

Summary of request/proposal:
T.B. CONTROL (1293):
Approval to delete and create position (s) as follows:

				CURRENT			PROPOSED			
Fund	Position	Slot#	Obj	G	S	Salary/ Allowance	G	S	Salary/ Allowance	Total Requested
1293	TB RN (DELETE)	G007	113	17	1	63,599.00	-	-	0.00	(63,599.00)
1293	TB RN (CREATE)	G008	113	-	-	0.00	16	1	58,888.00	58,888.00
										(4,711.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
1-1293-441-00-340-008-1-	113	T.B. CONTROL-	REG F/T EMPLOYEES	($4,421.09)
1-1293-441-00-340-008-1-	211	T.B. CONTROL-	HEALTH INSURANCE	-
1-1293-441-00-340-008-1-	212	T.B. CONTROL-	LIFE INSURANCE	-
1-1293-441-00-340-008-1-	220	T.B. CONTROL-	FICA	($338.21)
1-1293-441-00-340-008-1-	230	T.B. CONTROL-	RETIREMENT	($424.42)
1-1293-441-00-340-008-1-	250	T.B. CONTROL-	UNEMPLOYMENT COMP	($22.11)
1-1293-441-00-340-008-1-	260	T.B. CONTROL-	WORKER'S COMP	$0.00
			2011 Budgetary Impact	($5,205.83)

2012 Budgetary Impact: ($5,547.21)

Possible Funding Sources: NO BUDGETARY IMPACT.

Budget Office Recommendation: COST SAVINGS

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Hidalgo Co. Budget Office
1/3/2011

INTERDEPARTMENTAL TRANSFER REQUEST

DATE: January 21, 2011

2011
Transfer

DEPARTMENT HEAD: RAUL SILGUERO, Jr., BUDGET OFFICER

DEPARTMENT NAME: DEPT OF BUDGET & MANAGEMENT FOR HEALTH DEPT.

SUBJECT: **INTERDEPARTMENTAL TRANSFER**

Contact: ROSIE CANTU
Ph#: (956) 292-7025 EXT. 5408

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Interdepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, 111.070, Item C (2).

ACCOUNT NUMBER	ACCOUNT NAME	Amount
FROM:		
1-1100-415-00-115-002-0-899	CO WIDE ADM-CONTINGENCY	(2,005.39)
TO:		
1-1100-441-00-340-001-0-113	HEALTH ADM- REG F/T EMPLOYEES	1,703.08
1-1100-441-00-340-001-0-220	HEALTH ADM- FICA	130.29
1-1100-441-00-340-001-0-230	HEALTH ADM- RETIREMENT	163.50
1-1100-441-00-340-001-0-250	HEALTH ADM- UNEMPLOYMENT	8.52
	TOTAL BUDGET INCREASE/DECREASE	0.00

REASON: To transfer funding for the increase in salary as a result of a request for reclassification of four (Permit Clerk to Clerk III) positions. Request pending CC approval.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

Form DBM-202

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1100-441-00-340-001-0-

AI - 24704

HEALTH ADM

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
0001	112	CHIEF ADMIN OFFCR				$108,355.00	$108,355.00	$480 00	$0 00	$0 00	$0 00	$0 00	$108,835.00
0002	113	ACCOUNTANT III	12	5	$49,344.00	$49,344.00	$49,344.00	$480 00	$0 00	$0 00	$0 00	$0 00	$49,824.00
0004	113	EXECUTIVE ASSISTANT I	11	4	$44,287.00	$44,287.00	$0.00	$0 00	$0 00	$0 00	$0 00	$0 00	$0.00
0005	113	CHIEF HEALTH INSPECTOR	12	1	$43,284.00	$43,284.00	$43,798.00	$1,140 00	$0 00	$0 00	$5,000 00	$0 00	$49,938.00
0006	113	HEALTH INSPECTOR II	9	1	$34,360.00	$34,360.00	$34,934.00	$360 00	$0 00	$0 00	$5,000 00	$0 00	$40,294.00
0008	113	HEALTH INSPECTOR I	7	4	$32,551.00	$32,551.00	$32,551.00	$720 00	$0 00	$0 00	$5,000 00	$0 00	$38,271.00
0009	113	HEALTH INSPECTOR I	7	3	$31,520.00	$31,520.00	$31,801.00	$600 00	$0 00	$0 00	$5,000 00	$0 00	$37,401.00
0010	113	ANIMAL CONTROL SPECIALIST II	6	3	$29,186.00	$29,186.00	$29,186.00	$840 00	$0 00	$0 00	$0 00	$0 00	$30,026.00
0011	113	HEALTH INSPECTOR I	7	2	$30,489.00	$30,489.00	$30,829.00	$480 00	$0 00	$0 00	$5,000 00	$0 00	$36,309.00
0012	113	SEPTIC TANK INSPECTOR	7	2	$30,489.00	$30,489.00	$30,829.00	$600 00	$0 00	$0 00	$5,000 00	$0 00	$36,429.00
0013	113	ANIMAL CONTROL SPECIALIST II	6	5	$31,096.00	$31,096.00	$31,096.00	$300 00	$0 00	$0 00	$5,000 00	$0 00	$36,396.00
0014	113	HEALTH INSPECTOR I	7	2	$30,489.00	$30,489.00	$30,829.00	$360 00	$0 00	$0 00	$5,000 00	$0 00	$36,189.00
0015	113	SEPTIC TANK INSPECTOR	7	2	$30,489.00	$30,489.00	$0.00	$0 00	$0 00	$0 00	$0 00	$0 00	$0.00
0016	113	ANIMAL CONTROL SPECIALIST II	6	2	$28,231.00	$28,231.00	$28,288.00	$0 00	$0 00	$0 00	$0 00	$0 00	$28,288.00
0017	113	ANIMAL CONTROL SPECIALIST II	6	2	$28,231.00	$28,231.00	$28,288.00	$660 00	$0 00	$0 00	$0 00	$0 00	$28,948.00
0018	113	ANIMAL CONTROL SPECIALIST II	6	2	$28,231.00	$28,231.00	$28,231.00	$300 00	$0 00	$0 00	$0 00	$0 00	$28,531.00
0019	113	ADMINISTRATIVE ASSISTANT III	8	4	$35,157.00	$27,420.00	$27,422.00	$1,200 00	$0 00	$0 00	$0 00	$0 00	$28,622.00
0021	113	ANIMAL CONTROL SPECIALIST I	4	4	$25,839.00	$25,839.00	$25,839.00	$720 00	$0 00	$0 00	$0 00	$0 00	$26,559.00
0022	113	ANIMAL CONTROL SPECIALIST I	4	4	$25,839.00	$25,839.00	$25,839.00	$300 00	$0 00	$0 00	$0 00	$0 00	$26,139.00
0023	113	ANIMAL CONTROL SPECIALIST I	4	4	$25,839.00	$25,839.00	$25,839.00	$480 00	$0 00	$0 00	$0 00	$0 00	$26,319.00
0024	113	ANIMAL CONTROL SPECIALIST I	4	4	$25,839.00	$25,839.00	$25,839.00	$0 00	$0 00	$0 00	$0 00	$0 00	$25,839.00
0025	113	MATERIALS CLERK	5	1	$25,256.00	$25,256.00	$25,442.00	$780 00	$0.00	$0 00	$0 00	$0 00	$26,222.00
0026	113	**CLERK III** ~~**PERMIT CLERK**~~	**5** ~~**4**~~	**4** ~~**6**~~	**$27,908.00** ~~**$27,476.00**~~	**$27,908.00** ~~**$27,476.00**~~	$27,542.00	$540.00	$0.00	$0.00	$0.00	$0.00	$28,082.00
0027	113	FAMILY PLANNING AIDE	5	1	$25,256.00	$25,256.00	$25,256.00	$0 00	$0.00	$0 00	$0 00	$0 00	$25,256.00
0028	113	**CLERK III** ~~**PERMIT CLERK**~~	**5** ~~**4**~~	**3** ~~**5**~~	**$27,024.00** ~~**$26,657.00**~~	**$27,024.00** ~~**$26,657.00**~~	$26,657.00	$720.00	$0.00	$0.00	$0.00	$0.00	$27,377.00

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HEALTH ADM

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
0029	113	ELIGIBILITY SPECIALIST 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
0030	113	ELIGIBILITY SPECIALIST 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
		CLERK III	**5**	**2**	**$26,140.00**	**$26,140.00**							
0031	**113**	~~**PERMIT CLERK**~~	**4**	**4**	~~**$25,839.00**~~	~~**$25,839.00**~~	**$25,839.00**	**$420.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$26,259.00**
0032	113	ELIGIBILITY SPECIALIST 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
0033	113	ELIGIBILITY SPECIALIST 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
0034	113	MAINTENANCE II	3	4	$23,927.00	$23,927.00	$24,000.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$25,020.00
0035	113	OUTREACH SPECIALIST I	4	2	$24,203.00	$24,203.00	$24,203.00	$780.00	$0.00	$0.00	$0.00	$0.00	$24,983.00
0036	113	OUTREACH SPECIALIST I	4	2	$24,203.00	$24,203.00	$24,203.00	$480.00	$0.00	$0.00	$0.00	$0.00	$24,683.00
0037	113	OUTREACH SPECIALIST I	4	2	$24,203.00	$24,203.00	$24,203.00	$420.00	$0.00	$0.00	$0.00	$0.00	$24,623.00
0038	113	OUTREACH SPECIALIST I	4	2	$24,203.00	$24,203.00	$24,203.00	$540.00	$0.00	$0.00	$0.00	$0.00	$24,743.00
0040	113	CLERK II	3	4	$23,927.00	$23,927.00	$24,000.00	$960.00	$0.00	$0.00	$0.00	$0.00	$24,960.00
0041	113	CLERK II	3	5	$24,685.00	$24,685.00	$24,685.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,685.00
		CLERK III	**5**	**1**	**$25,256.00**	**$25,256.00**							
0042	**113**	~~**PERMIT CLERK**~~	**4**	**3**	~~**$24,203.00**~~	~~**$24,203.00**~~	**$24,445.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$24,445.00**
0043	113	ELIGIBILITY SPECIALIST 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
0044	113	CLERK III	5	1	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0045	113	PUBLIC HEALTH TECHNICIAN III	13	2	$48,383.00	$49,140.00	$49,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$49,140.00
				TOTAL	$1,161,635.00	$1,263,010.00	$1,163,970.00						$1,220,650.00

RECLASSIFICATION OF PERMIT CLERK POSITIONS GRADE 4 TO CLERK III POSITIONS GRADE 5, PENDING CC APPROVAL. REVIEWED AND RECOMMENDED BY THE CLASSIFICATION COMMITTEE AS PER SECTION(S) 3.22 - 3.28 OF THE CIVIL SERVICE COMMISSION RULES.

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HEALTH CLINICS

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
0001	113	MIDWIFE	21	3	$92,582.00	$92,582.00	$92,582.00	$420.00	$0.00	$0.00	$0.00	$0.00	$93,002.00
0002	113	FAMILY NURSE PRACTITIONER	21	2	$89,554.00	$89,554.00	$89,554.00	$0.00	$0.00	$0.00	$0.00	$0.00	$89,554.00
0003	113	DIRECTOR OF NURSING	19	3	$79,374.00	$79,374.00	$79,374.00	$900.00	$0.00	$0.00	$0.00	$0.00	$80,274.00
0004	113	BUDGET MANAGER II	17	1	$63,599.00	$63,599.00	$63,599.00	$360.00	$0.00	$0.00	$0.00	$0.00	$63,959.00
0005	113	ASSISTANT DIRECTOR OF NURSING	17	4	$70,277.00	$70,277.00	$70,277.00	$780.00	$0.00	$0.00	$0.00	$0.00	$71,057.00
0006	113	DIRECTOR OF OPERATIONS	16	5	$67,132.00	$67,132.00	$67,322.00	$780.00	$0.00	$0.00	$0.00	$0.00	$68,102.00
~~0007~~	~~113~~	**DELETE** ~~REGISTERED NURSE IV~~	~~16~~	~~3~~	~~$63,010.00~~	~~$61,838.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0008	113	REGISTERED NURSE IV	16	1	$58,888.00	$58,888.00	$59,374.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$60,634.00
0009	113	REGISTERED NURSE IV	16	1	$58,888.00	$58,888.00	$59,374.00	$960.00	$0.00	$0.00	$0.00	$0.00	$60,334.00
0010	113	REGISTERED NURSE IV	16	1	$58,888.00	$58,888.00	$58,888.00	$0.00	$0.00	$0.00	$0.00	$0.00	$58,888.00
0011	113	REGISTERED NURSE IV	16	1	$58,888.00	$58,888.00	$59,374.00	$900.00	$0.00	$0.00	$0.00	$0.00	$60,274.00
0012	113	REGISTERED NURSE IV	16	1	$58,888.00	$58,888.00	$58,888.00	$0.00	$0.00	$0.00	$0.00	$0.00	$58,888.00
0013	113	REGISTERED NURSE IV	16	1	$58,888.00	$58,888.00	$59,374.00	$780.00	$0.00	$0.00	$0.00	$0.00	$60,154.00
0014	113	REGISTERED NURSE IV	16	1	$58,888.00	$57,513.00	$57,513.00	$720.00	$0.00	$0.00	$0.00	$0.00	$58,233.00
0015	113	REGISTERED NURSE III	14	4	$55,788.00	$55,788.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0016	113	REGISTERED NURSE III	14	4	$55,788.00	$55,788.00	$55,788.00	$0.00	$0.00	$0.00	$0.00	$0.00	$55,788.00
0017	113	REGISTERED NURSE III	14	4	$55,788.00	$55,788.00	$55,788.00	$0.00	$0.00	$0.00	$0.00	$0.00	$55,788.00
0018	113	HR COORDINATOR II	13	8	$58,199.00	$48,199.00	$48,200.00	$1,500.00	$0.00	$0.00	$0.00	$0.00	$49,700.00
0019	113	LICENSED VOCATIONAL NURSE II	11	3	$42,884.00	$42,884.00	$43,489.00	$0.00	$0.00	$0.00	$0.00	$0.00	$43,489.00
0020	113	LICENSED VOCATIONAL NURSE II	11	3	$42,884.00	$42,884.00	$43,489.00	$480.00	$0.00	$0.00	$0.00	$0.00	$43,969.00
0021	113	LICENSED VOCATIONAL NURSE II	11	3	$42,884.00	$42,884.00	$43,489.00	$600.00	$0.00	$0.00	$0.00	$0.00	$44,089.00
0022	113	LICENSED VOCATIONAL NURSE II	11	3	$42,884.00	$42,884.00	$43,489.00	$300.00	$0.00	$0.00	$0.00	$0.00	$43,789.00
0023	113	LICENSED VOCATIONAL NURSE II	11	3	$42,884.00	$42,884.00	$43,489.00	$300.00	$0.00	$0.00	$0.00	$0.00	$43,789.00
0024	113	LICENSED VOCATIONAL NURSE II	11	3	$42,884.00	$42,884.00	$43,489.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$44,509.00
0025	113	LICENSED VOCATIONAL NURSE II	11	3	$42,884.00	$42,884.00	$43,489.00	$420.00	$0.00	$0.00	$0.00	$0.00	$43,909.00
0026	113	LICENSED VOCATIONAL NURSE II	11	3	$42,884.00	$42,884.00	$43,489.00	$360.00	$0.00	$0.00	$0.00	$0.00	$43,849.00

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G027	113	EXECUTIVE ASSISTANT I	11	2	$41,481.00	$41,481.00	$41,481.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$42,801.00
0028	113	SYSTEM SUPPORT SPECIALIST I	11	1	$40,078.00	$40,078.00	$40,078.00	$420.00	$0.00	$0.00	$0.00	$0.00	$40,498.00
0029	113	TB RECORD MANAGER	10	2	$38,408.00	$38,408.00	$38,408.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$39,788.00
0030	113	BILLING SPECIALIST V	9	2	$35,563.00	$35,563.00	$35,563.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$36,943.00
0031	113	BILLING SPECIALIST IV	7	3	$31,520.00	$31,520.00	$31,907.00	$780.00	$0.00	$0.00	$0.00	$0.00	$32,687.00
0032	113	MEDICAL TECHNICIAN II	7	3	$31,520.00	$31,520.00	$31,520.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$32,840.00
0033	113	MEDICAL TECHNICIAN I	5	5	$28,792.00	$28,792.00	$28,792.00	$540.00	$0.00	$0.00	$0.00	$0.00	$29,332.00
0034	113	MEDICAL TECHNICIAN I	5	2	$26,140.00	$26,140.00	$26,143.00	$720.00	$0.00	$0.00	$0.00	$0.00	$26,863.00
0035	113	CLERK III	5	1	$25,256.00	$25,256.00	$25,564.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$26,704.00
0036	113	CLERK III	5	1	$25,256.00	$25,256.00	$25,563.00	$300.00	$0.00	$0.00	$0.00	$0.00	$25,863.00
0037	113	CLERK III	5	1	$25,256.00	$25,256.00	$25,563.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$26,943.00
0038	113	CLERK III	5	1	$25,256.00	$25,256.00	$25,563.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,563.00
0039	113	CLERK III	5	1	$25,256.00	$25,256.00	$25,563.00	$600.00	$0.00	$0.00	$0.00	$0.00	$26,163.00
0040	113	CLERK III	5	1	$25,256.00	$25,256.00	$25,533.00	$1,500.00	$0.00	$0.00	$0.00	$0.00	$27,033.00
0041	113	CLERK III	5	1	$25,256.00	$25,256.00	$25,256.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$26,396.00
0042	113	LABORATORY TECHNICIAN	4	3	$25,021.00	$25,021.00	$25,021.00	$600.00	$0.00	$0.00	$0.00	$0.00	$25,621.00
0043	113	COURIER	2	7	$24,261.00	$24,261.00	$24,261.00	$960.00	$0.00	$0.00	$0.00	$0.00	$25,221.00
0044	113	CLERK II	3	4	$23,927.00	$23,927.00	$24,000.00	$720.00	$0.00	$0.00	$0.00	$0.00	$24,720.00
0045	113	CLINIC AIDE II	3	4	$23,927.00	$23,927.00	$24,000.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$25,260.00
0046	113	CLINIC AIDE II	3	4	$23,927.00	$23,927.00	$24,000.00	$300.00	$0.00	$0.00	$0.00	$0.00	$24,300.00
0047	113	INVENTORY SPECIALIST I	4	2	$24,203.00	$24,203.00	$24,203.00	$480.00	$0.00	$0.00	$0.00	$0.00	$24,683.00
0048	113	CLERK II	3	4	$23,927.00	$23,927.00	$24,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,000.00
0049	113	CLERK II	3	4	$23,927.00	$23,927.00	$24,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,000.00
0050	113	CLERK II	3	4	$23,927.00	$23,927.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0051	113	CLINIC AIDE II	3	0	$20,570.00	$20,570.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0052	113	CLINIC AIDE II	3	0	$20,570.00	$20,570.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0053	113	CLERK II	3	4	$23,927.00	$23,927.00	$24,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,000.00

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0055	113	CLINIC AIDE II	3	4	$23,927.00	$23,927.00	$24,000.00	$480.00	$0.00	$0.00	$0.00	$0.00	$24,480.00
0056	113	CLINIC AIDE II	3	4	$23,927.00	$23,927.00	$24,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,000.00
0057	113	CLERK II	3	4	$23,927.00	$23,927.00	$24,000.00	$480.00	$0.00	$0.00	$0.00	$0.00	$24,480.00
G058	113	PUBLIC HEALTH SPECIALIST	9	3	$36,766.00	$18,155.00	$18,155.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,155.00
G060	113	LICENSED VOCATIONAL NURSE II	11	3	$42,884.00	$13,256.00	$13,864.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$15,004.00
G061	113	LICENSED VOCATIONAL NURSE II	11	3	$42,884.00	$13,256.00	$13,863.00	$360.00	$0.00	$0.00	$0.00	$0.00	$14,223.00
G062	113	LICENSED VOCATIONAL NURSE II	11	3	$42,884.00	$13,256.00	$13,863.00	$360.00	$0.00	$0.00	$0.00	$0.00	$14,223.00
G063	113	LICENSED VOCATIONAL NURSE III	13	1	$46,747.00	$14,207.00	$14,207.00	$360.00	$0.00	$0.00	$0.00	$0.00	$14,567.00
G064	113	LICENSED VOCATIONAL NURSE III	13	1	$46,747.00	$11,430.00	$11,430.00	$0.00	$0.00	$0.00	$0.00	$0.00	$11,430.00
G065	113	OUTREACH SPECIALIST I	4	2	$24,203.00	$11,213.00	$11,213.00	$480.00	$0.00	$0.00	$0.00	$0.00	$11,693.00
0066	114	CLERK I	1	1	$18,564.00	$18,564.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G067	113	SOCIAL WORKER	11	4	$44,287.00	$8,890.00	$9,281.00	$420.00	$0.00	$0.00	$0.00	$0.00	$9,701.00
G068	113	LICENSED VOCATIONAL NURSE III	13	1	$46,747.00	$9,663.00	$9,663.00	$420.00	$0.00	$0.00	$0.00	$0.00	$10,083.00
G069	113	LICENSED VOCATIONAL NURSE III	13	1	$46,747.00	$9,663.00	$9,663.00	$0.00	$0.00	$0.00	$0.00	$0.00	$9,663.00
G070	113	LICENSED VOCATIONAL NURSE III	13	1	$46,747.00	$9,664.00	$9,664.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$10,684.00
G071	113	OUTREACH SPECIALIST II	6	3	$29,186.00	$8,980.00	$8,980.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$10,060.00
G072	113	REGISTERED NURSE III	14	4	$55,788.00	$7,574.00	$7,576.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7,576.00
G073	113	REGISTERED NURSE III	14	1	$50,487.00	$6,856.00	$6,856.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6,856.00
G074	113	REGISTERED NURSE III	14	4	$55,788.00	$7,571.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G075	113	OUTREACH SPECIALIST I	4	4	$25,839.00	$7,980.00	$7,980.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7,980.00
G076	113	BILLING SUPERVISOR	11	3	$42,884.00	$4,804.00	$5,163.00	$1,620.00	$0.00	$0.00	$0.00	$0.00	$6,783.00
G077	113	CLERK III	5	1	$25,256.00	$5,006.00	$5,041.00	$540.00	$0.00	$0.00	$0.00	$0.00	$5,581.00
G078	113	ELIGIBILITY SPECIALIST I	4	2	$24,203.00	$4,830.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G079	113	ELIGIBILITY SPECIALIST I	4	2	$24,203.00	$4,827.00	$4,827.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,827.00
G080	113	CLERK III	5	1	$25,256.00	$3,999.00	$4,035.00	$720.00	$0.00	$0.00	$0.00	$0.00	$4,755.00
G081	113	BILLING SPECIALIST II	3	4	$23,927.00	$3,584.00	$3,843.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3,843.00
G082	113	SOCIAL WORKER	11	1	$40,078.00	$4,681.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1100-441-00-340-003-0

AI - 24704

HEALTH CLINICS

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
G083	113	SOCIAL WORKER				$6,323.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G084	113	CLINIC AIDE II	3	4	$23,927.00	$5,331.00	$5,404.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,404.00
G085	113	BILLING SPECIALIST II	3	1	$21,653.00	$4,900.00	$4,900.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,900.00
G086	113	MAINTENANCE II	3	4	$23,927.00	$2,491.00	$2,564.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$3,824.00
G087	113	OUTREACH SPECIALIST I	4	4	$25,839.00	$1,341.00	$1,730.00	$720.00	$0.00	$0.00	$0.00	$0.00	$2,450.00
G088	113	OUTREACH SPECIALIST I	4	4	$25,839.00	$2,076.00	$2,076.00	$600.00	$0.00	$0.00	$0.00	$0.00	$2,676.00
G089	113	ASST TB RECORDS MNGR	4	3	$25,021.00	$1,656.00	$1,658.00	$780.00	$0.00	$0.00	$0.00	$0.00	$2,438.00
G090	113	OUTREACH SPECIALIST I	4	0	$22,216.00	$500.00	$500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$500.00
G092	113	COMMUNITY SERVICE AIDE	6	3	$29,186.00	$1,856.00	$1,856.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,856.00
G093	113	COMMUNITY SERVICE AIDE	6	3	$29,186.00	$1,880.00	$1,880.00	$480.00	$0.00	$0.00	$0.00	$0.00	$2,360.00
0094	113	CLERK III	5	1	$25,256.00	$25,256.00	$25,563.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$26,583.00
G095	113	COMMUNITY SERVICE AIDE	6	3	$29,186.00	$758.00	$759.00	$0.00	$0.00	$0.00	$0.00	$0.00	$759.00
G096	113	COMMUNITY SERVICE AIDE	6	3	$29,186.00	$757.00	$757.00	$360.00	$0.00	$0.00	$0.00	$0.00	$1,117.00
G098	113	LICENSED VOCATIONAL NURSE II	11	3	$42,884.00	$0.00	$0.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$1,140.00
G100	113	HEALTH TECHNICIAN	7	1	$29,458.00	$0.00	$0.00	$480.00	$0.00	$0.00	$0.00	$0.00	$480.00
G102	113	RISK COMMUNICATION PLANNER	7	2	$30,489.00	$0.00	$0.00	$720.00	$0.00	$0.00	$0.00	$0.00	$720.00
G103	113	HEALTH TECHNICIAN	7	2	$30,489.00	$0.00	$0.00	$600.00	$0.00	$0.00	$0.00	$0.00	$600.00
G104	113	PUBLIC HEALTH PREP COORD	16	1	$58,888.00	$0.00	$0.00	$480.00	$0.00	$0.00	$0.00	$0.00	$480.00
G105	113	LICENSED VOCATIONAL NURSE II	11	3	$42,884.00	$0.00	$0.00	$480.00	$0.00	$0.00	$0.00	$0.00	$480.00
0110	113	REGISTERED NURSE IV	16	1	$58,888.00	$58,888.00	$58,888.00	$0.00	$0.00	$0.00	$0.00	$0.00	$58,888.00
0111	113	REGISTERED NURSE II	12	5	$49,344.00	$49,344.00	$49,344.00	$660.00	$0.00	$0.00	$0.00	$0.00	$50,004.00
0112	113	MEDICAL TECHNICIAN I	5	2	$26,140.00	$26,140.00	$26,143.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,143.00
0113	113	MEDICAL TECHNICIAN I	5	2	$26,140.00	$26,140.00	$26,143.00	$420.00	$0.00	$0.00	$0.00	$0.00	$26,563.00
0115	113	EPIDEMIOLOGIST I	15	2	$56,434.00	$56,434.00	$56,434.00	$0.00	$0.00	$0.00	$0.00	$0.00	$56,434.00
G116	113	CLERK III	5	3	$27,024.00	$0.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$540.00
G117	113	COMMUNITY LIAISON II	13	2	$48,383.00	$0.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
G118	113	BI-NAT SURVEILLANCE LIAISON	6	0	$25,912.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1100-441-00-340-003-0

AI - 24704

HEALTH CLINICS

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
G119	113	DATA ENTRY CLERK III	5	4	$27,908.00	$0.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
A120	113	OUTREACH SPECIALIST I	4	4	$25,839.00	$0.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$540.00
0121	113	FAMILY NURSE PRACTITIONER	0	0	$0.00	$92,582.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
A122	113	TB PROGRAM MANAGER	18	1	$68,687.00	$0.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
A123	113	TX VCCNS MANAGER	11	1	$40,078.00	$0.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
A124	113	OUTREACH SPECIALIST II	6	3	$29,186.00	$0.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
0125	113	**CREATE** REGISTERED NURSE V	17	1	$63,599.00	$61,828.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
				TOTAL	$4,275,736.00	$2,884,573.00	$2,580,929.00						$2,634,449.00

DELETION OF ONE RN IV, GRADE 16, STEP 3 POSITION AND CREATION OF ONE RN V, GRADE 17, STEP 1 POSITION PENDING CC APPROVAL. BOTH POSITIONS PAID FROM TWO FUNDING SOURCES.

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1293-441-00-340-005-0

AI - 24704

H.D. ADM

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
G002	113	TX VCCNS MANAGER	11	1	$40,078.00	$2,808.00	$2,809.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,809.00
0003	113	REGISTERED NURSE IV	16	1	$58,888.00	$1,861.00	$1,861.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,861.00
G004	113	LICENSED VOCATIONAL NURSE III	13	1	$46,747.00	$1,767.00	$1,767.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,767.00
G005	113	LICENSED VOCATIONAL NURSE III	13	1	$46,747.00	$1,767.00	$1,767.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,767.00
G006	113	LICENSED VOCATIONAL NURSE III	13	1	$46,747.00	$1,766.00	$1,766.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,766.00
G007	113	LICENSED VOCATIONAL NURSE III	13	1	$46,747.00	$1,550.00	$1,550.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,550.00
G008	113	LICENSED VOCATIONAL NURSE II	11	3	$42,884.00	$1,412.00	$1,412.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,412.00
G009	113	LICENSED VOCATIONAL NURSE II	11	3	$42,884.00	$1,412.00	$1,412.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,412.00
G010	113	LICENSED VOCATIONAL NURSE II	11	3	$42,884.00	$1,412.00	$1,412.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,412.00
		DELETE											
~~0011~~	~~113~~	~~REGISTERED NURSE IV~~	~~16~~	~~3~~	~~$63,010.00~~	~~$1,182.00~~	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G012	113	OUTREACH SPECIALIST I	4	4	$25,839.00	$1,166.00	$1,166.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,166.00
G013	113	OUTREACH SPECIALIST I	4	4	$25,839.00	$1,133.00	$1,133.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,133.00
G014	113	ASST TB RECORDS MNGR	4	3	$25,021.00	$1,111.00	$1,113.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,113.00
G015	113	COMMUNITY SERVICE AIDE	6	3	$29,186.00	$1,098.00	$1,098.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,098.00
G016	113	COMMUNITY SERVICE AIDE	6	3	$29,186.00	$1,099.00	$1,099.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,099.00
G017	113	OUTREACH SPECIALIST I	4	0	$22,216.00	$33.00	$33.00	$0.00	$0.00	$0.00	$0.00	$0.00	$33.00
G018	113	OUTREACH SPECIALIST II	6	3	$29,186.00	$963.00	$963.00	$0.00	$0.00	$0.00	$0.00	$0.00	$963.00
G019	113	OUTREACH SPECIALIST I	4	4	$25,839.00	$849.00	$849.00	$0.00	$0.00	$0.00	$0.00	$0.00	$849.00
G020	113	OUTREACH SPECIALIST I	4	2	$24,203.00	$15.00	$15.00	$0.00	$0.00	$0.00	$0.00	$0.00	$15.00
G021	113	HR COORDINATOR II	13	8	$58,199.00	$10,000.00	$10,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$10,000.00
		CREATE											
G022	113	REGISTERED NURSE V	17	1	$63,599.00	$1,771.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		TOTAL			$772,919.00	$34,993.00	$33,225.00						$33,225.00

DELETION OF ONE RN IV, GRADE 16, STEP 3 POSITION AND CREATION OF ONE RN V, GRADE 17, STEP 1 POSITION PENDING CC APPROVAL. BOTH POSITIONS PAID FROM TWO FUNDING SOURCES.

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1293-441-00-340-008-1

AI - 24704

T.B. CONTROL

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
G001	113	LICENSED VOCATIONAL NURSE III	13	1	$46,747.00	$35,317.00	$35,317.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35,317.00
G002	113	OUTREACH SPECIALIST I	4	4	$25,839.00	$23,332.00	$23,332.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,332.00
G003	113	OUTREACH SPECIALIST I	4	4	$25,839.00	$25,839.00	$26,229.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,229.00
G004	113	BILLING SPECIALIST II	3	4	$23,927.00	$23,927.00	$24,186.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,186.00
G005	113	BILLING SPECIALIST II	3	4	$23,927.00	$23,927.00	$24,186.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,186.00
G006	113	TB PROGRAM MANAGER	18	1	$68,687.00	$68,687.00	$68,687.00	$0.00	$0.00	$0.00	$0.00	$0.00	$68,687.00
		DELETE											
~~G007~~	~~113~~	~~TB REGISTERED NURSE~~	~~17~~	~~1~~	~~$63,599.00~~	~~$63,599.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
		CREATE											
G008	113	TB REGISTERED NURSE	16	1	$58,888.00	$58,888.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
				TOTAL	$273,854.00	$259,917.00	$201,937.00						$201,937.00

DELETION OF TB REGISTERED NURSE POSITION, GRADE 17 STEP 1 AND CREATION OF TB REGISTERED NURSE POSITION, GRADE 16 STEP 1 PENDING CC APPROVAL.

Rosalinda

From: Mike Escaname [miguel.escaname@hchd.org]
Sent: Friday, January 21, 2011 9:08 AM
To: 'Rosalinda'
Subject: FW: Funding For Position / SLOT. #: 340-003-0123/ 340-005-022

Sorry,

The correct account number is:

1-1293-441-00-340-005-0-113 H.D. ADM-REG F/T EMPLOYEES

I LEFT OUT A "0".

Mike Escaname
Budget Manager II
Hidalgo County Health & Human Services
1304 South 25th Avenue
Edinburg, Texas 78542
956-383-6221
-----Original Message-----
From: Mike Escaname [mailto:miguel.escaname@hchd.org]
Sent: Friday, January 21, 2011 9:07 AM
To: 'Rosalinda'
Subject: Funding For Position / SLOT. #: 340-003-0123/ 340-005-022

Good morning Rosie:

Please consider the following regarding the funding for the new RN V position to be created (slot # 340-005-022)

A portion of funding will be paid from our Health & Human Services Health Administration (program income) monies;

The appropriation for this program is usually done at the beginning of February of each year as we wait until the calendar accounting year of the County is closed by the Auditor's Office.

The salary account to be used for this position will be:

1-1293-441-00-340-005-0-113 H.D. ADM-REG F/T EMPLOYEES

We will ensure that adequate funding is in place once this budget is presented to Commissioner's Court for approval.

Let me know if you have any questions regarding this item.

Thanks and have a great day!

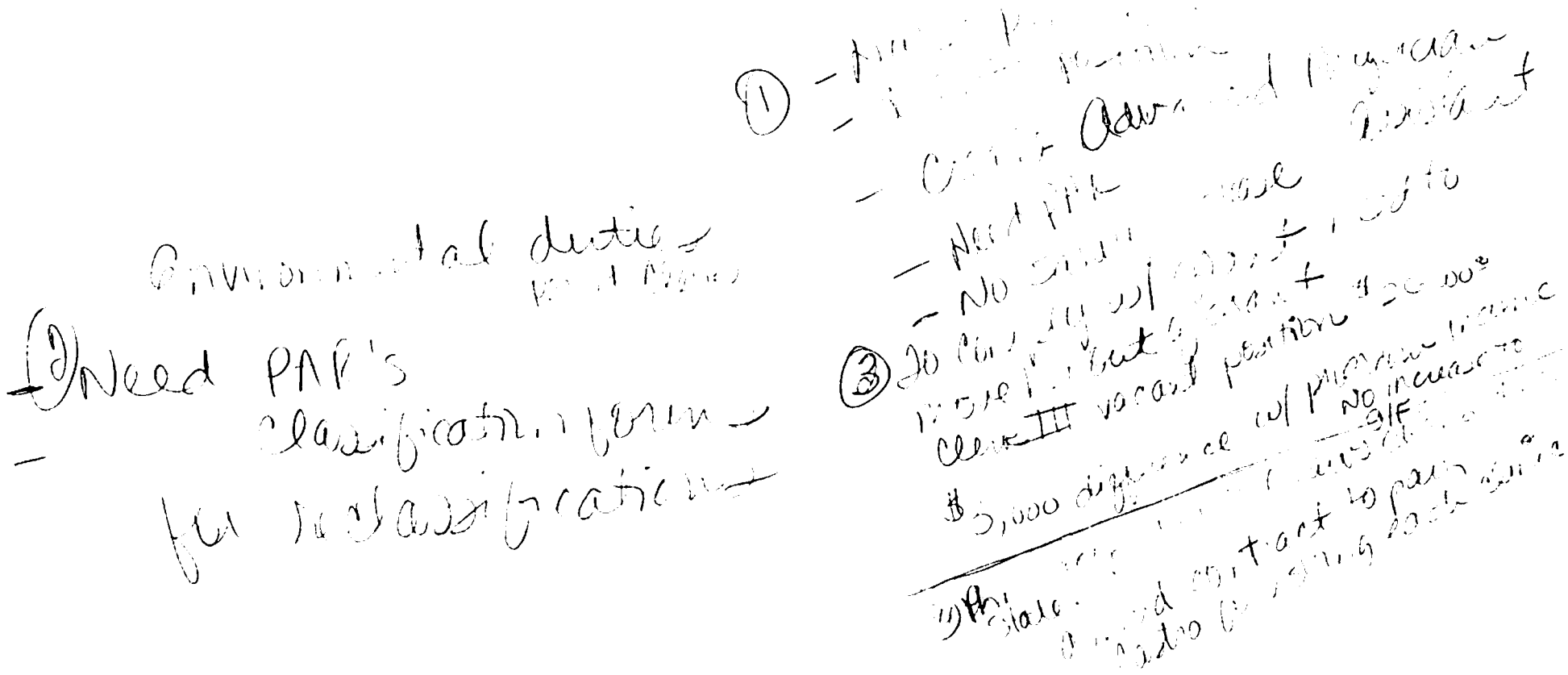
Mike Escaname
Budget Manager II
Hidalgo County Health & Human Services
1304 South 25th Avenue
Edinburg, Texas 78542
956-383-6221

CONFIDENTIALITY NOTICE: This email and any files transmitted with it may contain Protected Health Information under the Federal Health Insurance Portability and

RECLASSIFICATION REQUEST

HEALTH ADM ACCT # 1-1100-441-00-340-001-0-XXX

	CURRENT					PROPOSED					
SLOT NO.	POSITION TITLE	GRADE	STEP	G&S SALARY	ACTUAL SALARY	POSITION TITLE	GRADE	STEP	G&S SALARY	ACTUAL SALARY	TOTAL INCREASE
0026	PERMIT CLERK	4	6	$27,475.00	$27,542.00	CLERK III	5	4	$27,908.00	$27,908.00	$366.00
0028	PERMIT CLERK	4	5	$26,657.00	$26,657.00	CLERK III	5	3	$27,024.00	$27,024.00	$367.00
0031	PERMIT CLERK	4	4	$25,839.00	$25,839.00	CLERK III	5	2	$26,140.00	$26,140.00	$301.00
0042	PERMIT CLERK	4	2	$24,203.00	$24,445.00	CLERK III	5	1	$25,256.00	$25,256.00	$811.00
											$1,845.00



AI-24959 **18.E.3.**

CO Treasurer - Change Payroll Clerk II position, slot no. 010 from part-time to full-time status

CC REGULAR

Date:	01/25/2011
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Sub-category:** Salary Schedule Changes

Information

CAPTION

County Treasurer (1100):
1. Approval to change one (1) Payroll Clerk II position, slot no. 010 from regular part-time status to regular full time work status, Grade 07, effective next full pay period (01/31/2011).
2. Approval of intradepartmental transfer.
3. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-415-16-150-001-0-114

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

BUDGETARY IMPACT:

Funds to be transfered from 114 reg. part-time to 113 reg. full-time, pending approval of intradepartmental transfer.

Attachments

Link: fiscal note
Link: PAR
Link: Job Description
Link: Revised salary schedule
Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	01/21/2011 04:37 PM	APRV
2	Budget & Management	Erika Zamora	01/21/2011 04:46 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	01/21/2011 05:02 PM	APRV
4	Auditor's Office		01/21/2011 05:21 PM	NEW

Form Started By: Sylvia Solis

Started On: 01/21/2011 02:41 PM

Final Approval Date: 01/21/2011

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, January 25, 2011 **Agenda Item:** 24959

Summary of request/proposal:
County Treasurer (1100):
1. Approval to change one (1) Payroll Clerk II position, slot no. 010 from regular part-time status to regular full time work status, Grade 07, effective next full pay period (01/31/2011).

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	Payroll Clerk II	0010	114	34,613.00	0.00	(34,613.00)
1100	Payroll Clerk II	0010	113	0.00	34,613.00	34,613.00
				34,613.00	34,613.00	0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
1-1100-415-16-150-001-0- 113	CO. TREASURERS -	REG F/T EMPLOYEES	$31,950.46
1-1100-415-16-150-001-0- 114	CO. TREASURERS -	REG P/T EMPLOYEES	($31,950.46)
1-1100-415-16-150-001-0- 211	CO. TREASURERS -	HEALTH INSURANCE	$0.00
1-1100-415-16-150-001-0- 212	CO. TREASURERS -	LIFE INSURANCE	$0.00
1-1100-415-16-150-001-0- 220	CO. TREASURERS -	FICA	$0.00
1-1100-415-16-150-001-0- 230	CO. TREASURERS -	RETIREMENT	$0.00
1-1100-415-16-150-001-0- 250	CO. TREASURERS -	UNEMPLOYMENT COMP	$0.00
1-1100-415-16-150-001-0- 260	CO. TREASURERS -	WORKER'S COMP	$0.00
		2011 Budgetary Impact	$0.00

2012 Budgetary Impact: **$0.00**

Possible Funding Sources: **NO BUDGETARY IMPACT.**
(Funds to be transfered from 114 reg. part-time to 113 reg. full-time.)

Budget Office Recommendation:

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: County Treasurer (150-001) DATE: 01/21/11

CURRENT POSITION TITLE: Payroll Clerk II CURRENT SLOT. #: 0010

REQUESTED POSITION TITLE: Payroll Clerk II

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Change Part –Time to Full-Time

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount:	$ 34,613.00 Grade 7, Step 6 Current Budgeted Salary	$ 34,613.00 Grade 7, Step 6 Proposed Budgeted Salary	$ 0.00 Net Change

Position to be funded from one of the following:

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

☐ Other _____

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	☒	Non-Exempt	☒
N/A	☐		

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

DUE TO INCREASE WORK LOAD IN COUNTY TREASURER PAYROLL DIVISION

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.	Norma G. García DEPARTMENT HEAD	01/21/11 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	1/21/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

PAYROLL CLERK II

GRADE: 07

GENERAL DESCRIPTION

Works to ensure that payroll checks issued bi-monthly for salaried and temporary positions are in compliance with Federal law and policies set forth by Hidalgo County.

EXAMPLES OF WORK PERFORMED

Audits weekly attendance records related to bi-weekly pay period; ensures time worked, overtime, and benefits used are accurate and in compliance with Federal law and policies established by the Commissioners Court

Transfers monies to proper funding according to status change as submitted on the agenda

Evaluates and determines solution for individual exceptions based on interpreting and applying Federal laws and County policies

Calculates and processes exceptions through multiple transactions integrating the complex Payroll and Timesheet system to achieve proper payment

Audits actual payroll checks, reports, and documents prior to distribution of payroll of departments and individuals; completes electronic transfer

Calculates, prepares, and verifies manual and void checks and processes checks outside normal payroll run

Researches, resolves, and answers all payroll inquiries for employees, supervisors, department liaisons and outside entities

Completes special projects as assigned by the supervisor

Completes required paperwork, resolve and answers all inquiries regarding retirement procedures and assist in the absence of the Retirement Specialist

Performs all other related duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

High School diploma or equivalent required. Minimum of six (6) years of payroll and accounting experience required.

Knowledge, Skills and Abilities

Must have thorough knowledge of payroll procedures and practices; prefer knowledge of Federal Laws, IRS regulations, and Civil Service Rules or equivalents

Must have working knowledge of all office equipment

Ability to meet deadlines with minimum supervision, concentrate with unlimited interruptions and work well with others

Must have effective communication skills and the ability to analyze and evaluate facts and make decisions

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
2011 SALARY SCHEDULE

1-1100-415-16-150-001-0-

AI - 24959

CO. TREASURER

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	111	COUNTY TREASURER				$87,360.00	$87,360.00	$0.00	$0.00	$0.00	$8,000.00	$0.00	$95,360.00
0002	113	CHIEF DEPUTY II				$63,599.00	$63,599.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$64,979.00
0003	113	PAYROLL SUPERVISOR	14	1	$50,487.00	$50,487.00	$50,487.00	$720.00	$0.00	$2,500.00	$0.00	$0.00	$53,707.00
0004	113	ASSISTANT PAYROLL SUPERVISOR	11	3	$42,884.00	$42,884.00	$42,884.00	$0.00	$0.00	$0.00	$0.00	$0.00	$42,884.00
0005	113	PAYROLL DATA SPECIALIST II	11	1	$40,078.00	$40,078.00	$40,078.00	$300.00	$0.00	$0.00	$0.00	$0.00	$40,378.00
0006	113	PAYROLL DATA SPECIALIST II	11	1	$40,078.00	$40,078.00	$40,078.00	$480.00	$0.00	$0.00	$0.00	$0.00	$40,558.00
0007	113	CASHIER III	8	4	$35,157.00	$35,157.00	$35,157.00	$900.00	$0.00	$0.00	$0.00	$0.00	$36,057.00
0008	113	ACCOUNTANT I	8	3	$34,043.00	$34,043.00	$34,557.00	$540.00	$0.00	$0.00	$0.00	$0.00	$35,097.00
0009	113	PAYROLL CLERK II	7	3	$31,520.00	$31,520.00	$31,744.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,744.00
		CHANGE FROM PARTIME TO FULLTIME STATUS											
	113	↓											
0010	~~**114**~~	**PAYROLL CLERK II**	**7**	**6**	**$34,613.00**	**$34,613.00**	**$34,613.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$34,613.00**
0011	113	PAYROLL CLERK II	7	3	$31,520.00	$31,520.00	$31,744.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,744.00
0012	113	CASHIER III	8	2	$32,929.00	$32,929.00	$32,958.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,958.00
0013	113	CASHIER III	8	4	$35,157.00	$35,157.00	$35,157.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35,157.00
0014	113	FINANCIAL DATA SPECIALIST II	11	0	$38,074.00	$38,074.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
					$208,684.00	$359,643.00	$359,643.00	$3,780.00	$0.00	$2,500.00	$8,000.00	$24,959.00	$373,923.00

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1100-415-16-150-001-0-

AI - 24959

CO. TREASURER

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	

Approval to change one (1) Payroll Clerk II position, slot no. 010 from regular part-time status to regular full time work status, Grade 07, effective next full pay period (01/31/2011). Personnel action pending CC approval.

DATE: January 21, 2011

2011
Transfer

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: Department of Budget & Management for County Treasurer

ACCOUNT NUMBER: 1-1100-415-16-150-001-0-XXX

Contact Person: Sylvia V. Solis **Ph#:** (956) 292-7025 Ext. 5423

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
114	REG P/T EMPLOYEES	113	REG F/T EMPLOYEES	31,950.46
			TOTAL	31,950.46

REASON:
Intradepartmental Transfer to fund the changing of one (1) Payroll Clerk II position, slot no. 010 from regular part-time status to regular full time work status, Grade 07, effective next full pay period (01/31/2011).

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-24879 **19.A.4.**

Scoring Grid-"Financial Advisory Services"

CC REGULAR

Date:	01/25/2011
Submitted By:	Yolanda Velasquez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

a. Presentation of scoring grid for the purposes of ranking by Commissioner's Court the responses received in connection with the Request for Proposals for: Hidalgo County - "Financial Advisory Services":

Firm	Score	Rank
Estrada/Hinojosa	91.4	____
First Southwest	96.6	____

b. Requesting authority for Purchasing Department to proceed to negotiate a letter of engagement/agreement with the number one ranked firm of _____ for the provision of financial advisory and related services for Hidalgo County.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-415-12-115-018-0-339

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

BUDGETARY IMPACT:

No funding required at this time.

Attachments

Link: Acceptance Sheet/Participation Log

Link: Scoring Grid-343

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/19/2011 02:57 PM	APRV
2	Budget & Management	Erika Zamora	01/19/2011 04:38 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	01/21/2011 04:43 PM	APRV
4	Auditor's Office		01/21/2011 05:21 PM	NEW

Form Started By: Yolanda Velasquez
Started On: 01/18/2011 11:41 AM
Final Approval Date: 01/21/2011

HIDALGO COUNTY PURCHASING DEPARTMENT

PROPOSAL ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

PROPOSAL ACCEPTANCE DATE: November 10, 2010 | **PROPOSAL ACCEPTANCE TIME:** 9:30 A.M.

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

RFP NO: 2010-343-11-10-YZV | **BUYER:** Yolanda Velasquez

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

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

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

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

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

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

HIDALGO COUNTY-RFP № 2010-343-11-10-YZV

"FINANCIAL ADVISORY SERVICES"

SCORING GRID

EVALUATION CRITERIA	PROPOSERS									
	ESTRADA HINOJOSA					FIRST SOUTHWEST				
	GRADERS					GRADERS				
	1	2	3	4	5	1	2	3	4	5
FIRM'S QUALIFICATIONS AND STAFFING OF PROJECT TEAM The professional team members shall have experience in performing similar contracts for counties, cities, or other clients as stated in the Request for Proposal (RFP). The firm should provide the resume of each of the firm professionals. Any specializations or board certifications should also be detailed in each resume. Copies of current valid licenses, certifications should be included in this section.	25	22	23	19	20	25	25	25	25	25
UNDERSTANDING OF PROJECT/SIMILAR PROJECTS • Demonstrates an understanding of the scope of service • Address appropriate Federal/State/Local regulations and policies • Identify information to be gathered or obtained The firm should provide as much background information as to its experience in providing similar services to City, County, School or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers. A minimum of three references are required.	25	23	25	18	25	25	25	25	25	25
EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES The professional team members shall have experience in performing similar contracts for counties, cities, or other clients as stated in the Request for proposal (RFP). The firm shall designate experienced staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.	23	24	24	18	24	24	24	22	25	25
FEE SCHEDULE/COST	23	23	25	23	25	24	25	18	23	23
Total	96	92	97	78	94	98	99	90	98	98
TOTAL SCORES	457					483				
TOTAL AVERAGES	91.40					96.60				
RANKING (Upon review and approval by Hidalgo County CC)										

AI-24885 **19.A.5.**

SOQs-Professional Services-Approval of "POOLS"/Lists for 2011

CC REGULAR

Date:	01/25/2011
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Acceptance and approval of pre-qualified firms submitting Statements of Qualifications for establishment of a "Pool" (as listed on the RFQ Acceptance Sheet attached hereto) for engagement through the established statutory and local protocol (i.e.-nomination by user, ranking by cc, negotiation of an agreement, etc.) on an "As Needed basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements stated in the County's Request for Qualifications packet for the following listed Professional Services:

a. Engineering Services (RFQ No. 2011-001-12-29-YSI)
b. Architectural Services (RFQ No. 2011-002-12-29-CGV)
c. Real Estate Surveyor Services (RFQ No. 2011-003A-12-29-SMA)
d. Construction Materials Testing (RFQ No. 2011-004-12-29-MEG)
with the effective date of said "pools" February 09, 2011; and if desired and/or recommended by CC.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** various

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

BUDGETARY IMPACT:

Each elected office, department, program or agency would need to provide for funding for services required.
Purchases are on an as needed basis. See exp report for funding sources and available balances.

Attachments

Link: engineering firms part log

Link: engieering firms acceptance sheet

Link: Surveyors Acceptance Sheet

Link: Surveyors Participation Sheet

Link: Construction Materials Testing Services Acceptance Sheet

Link: Construction Materials Testing Srvs Participating Sheet

Link: Participation Log-Architectural Services

Link: 2011- Participation Log with Area of Specialization

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/20/2011 02:02 PM	APRV
2	Budget & Management	Erika Zamora	01/20/2011 02:12 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	01/21/2011 04:52 PM	APRV
4	Auditor's Office		01/21/2011 05:21 PM	NEW

Form Started By: Yvette Islas Started On: 01/18/2011 04:07 PM

Final Approval Date: 01/21/2011

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG
REQUIREMENTS/RFQ PACKETS
RFQ NO: 2011-001-01-05-YSI

DEPARTMENT/RFQ DESCRIPTION:	**"PROFESSIONAL ENGINEERING SERVICES-HIDALGO COUNTY"**		
ACCEPTANCE DATE:	**January 05, 2010**	TIME:	**9:30 A.M.**

	NAME OF BIDDER: COMPANY/FIRM, ADDRESS	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE, FAX No. & REPRESENTATIVE(S) NAME
1	**S&B Infrastructure, Ltd.** 5408 N. 10th Street McAllen, TX 78504	E-MAIL TO:	acwalzer@sbinfra.com dorios@sbinfra.com	12-13-10 12-21-10	956-926-5000 956-994-0427 fax Daniel O. Rios, P.E., Vice President
2	**BMW Engineering, Inc.** 410 S. Enterprize Parkway Corpus Christi, TX 78405	E-MAIL TO:	rwheaton@rmtechon.net	12-13-10	TEL: 361-299-1801 - FAX: 299-1804 Ronald B. Wheaton, P.E., R.E.P., President
3	**Cobblestone Engineering, Inc.** 2810 Century Court Harlingen, TX 78550	E-MAIL TO:	~~doria@cobblestoneusa.com~~ sortega@cobblestoneusa.com	12-13-10 12-21-10	TEL: 956-423-0235 - FAX: 423-6008 Ralph M. O'Quinn, P.E., President
4	**Cook-Joyce, Inc.** 812 West Eleventh Austin, TX 78701-2000	E-MAIL TO:	brian.dudley@cook-joyce.com	12-13-10	TEL: 512-474-9097 - FAX: 474-8463 Steve Cook, P.E., President
5	**Dannenbaum Engineering Corporation** 1109 Nolana Loop, Suite 208 McAllen, TX 78504	E-MAIL TO:	cynthia.luera@dannenbaum.com Suzie.crumpler@dannenbaum.com	12-13-10 12-14-10 2x	TEL: 956-682-3677- FAX: 686-1822 Louis H. Jones, Jr., P.E., Principal
6	**ERO International, LLP** 300 S. 8th Street McAllen, TX 78501	E-MAIL TO:	prodriguez@erointernational.com	12-13-10	TEL: 956-661-0400 - FAX: 661-0401 Eli R. Ochoa, P.E., A.I.A.
7	**Noe Garza Engineers, Inc.** 204 W. 495 Pharr, TX 78577	E-MAIL TO:	lydia.rodriguez@ngeinc.net	12-13-10	TEL: 956-783-1207 - FAX: 783-1209 Noe Garza, P.E.
8	**R. Gutierrez Engineering Corporation** 317 E. Park Pharr, TX 78577	E-MAIL TO: & IN PERSON	rguteng@sbcglobal.net javier@rgutierrezengineering.com	12-13-10	TEL: 956-782-2557 - FAX: 782-2558 Ramiro Gutierrez, P.E., President
9	**Halff Associates, Inc.** 4600 W. Military, Suite 700 McAllen, TX 78503	E-MAIL TO:	jtrevino@halff.com	12-13-10	TEL: 956-664-0286 - FAX: 664-0282 Robert Saenz, P.E.
10	**Hinojosa Engineering, Inc.** 108 W. 18th Street Mission, TX 78572	E-MAIL TO:	hinojosaenginc@aol.com	12-13-10	TEL: 956-581-0143 - FAX: 581-2074 Ricardo Hinojosa, P.E., President
11	**Javier Hinojosa Engineering** 416 E. Dove Avenue McAllen, TX 78504	E-MAIL TO:	javhin@rgv.rr.com cybarra@bizrgv.rr.com	12-13-10	TEL: 956-668-1588 - FAX: 994-8102 Javier Hinojosa, P.E., Owner
12	**KK Engineering Consultant** 410 E. Dove Avenue McAllen, TX 78504	E-MAIL TO:	kkengineering@sbcglobal.net kkhademi@sbcglobal.net	12-13-10	TEL: 956-630-2125 - FAX: 630-2219 Kambiz S. Khademi, P.E., President
13	**L&G Engineering** 2100 W. Expressway 83 Mercedes, TX 78570	E-MAIL TO:	jacinto@lgengineers.com ldominguez@lgengineers.com	12-13-10	TEL: 956-565-9813 - FAX: 565-9018 Jacinto Garza, P.E., CEO/Project Manager

14	**Melden & Hunt, Inc.** 115 W. McIntyre Street Edinburg, TX 78539	E-MAIL TO:	tina@meldenandhunt.com mike@meldenandhunt.com	12-13-10	TEL: 956-381-0981 - FAX: 381-1839 Ruben Chapa, P.E., Vice President
15	**Millennium Engineers Group, Inc.** 705 Dawson Drive Edinburg, TX 78539	E-MAIL TO:	~~megengineers@aol.com~~ apalma@megengineers.com hpalma@megengineers.com rpalma@megengineers.com	12-13-10	TEL: 956-383-8522 - FAX: 383-0295 Raul Palma, P.E., President
16	**PE Service** 3730 Kirby Drive, Suite 1175 Houston, TX 77098	E-MAIL TO:	phuerta@peservice.com phuerta_peservice@yahoo.com	12-13-10	TEL: 888-219-0553 - FAX 888-219-0554 Margarita Flores
17	**Perez Consulting Engineers** 808 Dallas Avenue McAllen, TX 78501	E-MAIL TO:	mf@perezce.com	12-13-10	TEL: 956-631-4482 - FAX: 682-1545 Jorge D. Perez, P.E., R.P.L.S., President
18	**Professional Service Industries, Inc.** 2020 North Loop 499, Suite 302 Harlingen, TX 78550	E-MAIL TO:	Eladio.garza@psiusa.com Hector.lopez@psiusa.com	12-13-10	TEL: 956-423-6826 - FAX: 423-5735 Hector Garza, Branch Manager
19	**Quintanilla, Headley and Associates, Inc.** 124 E. Stubbs Edinburg, TX 78539	E-MAIL TO: IN PERSON	quintanillaheadley@sbcglobal.net	12-13-10 12-14-10	TEL: 956-381-6480 - FAX: 381-0527 Alfonso Quintanilla, E.I.T., President
20	**Raba-Kistner Consultants, Inc.** 800 E. Hackberry McAllen, TX 78501	E-MAIL TO:	mvila@rkci.com kbraun@rkci.com nsalazar@rkci.com	12-13-10	956-682-5332 956- 682-5487 Fax Martin Vila, P.E., Vice President (Elizabeth) Norma E. Salazar, Admin Assistant
21	**Rodriguez Engineering** 612 Nolana, Suite 320 McAllen, TX 78504	E-MAIL TO:	atm1963@hotmail.com	12-13-10	TEL: 956-687-7291 - FAX: 630-6220 Leo L. Rodriguez, P.E./R.P.L.S., President
22	**Cude Engineers** 10325 Bandera Road San Antonio, TX 78250	E-MAIL TO:	mseay@mwcude.com	12-13-10	210-681-2951 210-639-8801 Maggie Seay, CPSM
23	**J.E. Saenz & Associates, Inc.** 211 E. Wisconsin Edinburg, TX 78539	E-MAIL TO:	fquintanilla@jesaenz.com	12-13-10	TEL: 956-383-2984 - FAX: 383-3736 José E. "Eddie" Saenz, P.E., President
24	**Salinas Engineering & Associates** 2221 Daffodil Ave. McAllen, TX 78501	E-MAIL TO:	dsalinas.sea@sbcglobal.net	12-13-10 12-30.10	TEL: 956-682-9081 - FAX: 686-1489 David Omar Salinas, P.E., M.S.E.E., President
25	**Sigler, Winston, Greenwood & Assoc., Inc.** 1604 E. Highway 83 Weslaco, TX 78596	E-MAIL TO:	cindy@siglerwinstongreenwood.com vicky@siglerwinstongreenwood.com	12-13-10	TEL: 956-968-2194 FAX: 968-8300 Wm. R. Shea, P.E., Exec. Vice President
26	**Spoore Engineering** 202 S. 4th McAllen, TX 78501	E-MAIL TO:	spooreng@sbcglobal.net	12-13-10	TEL: 956-683-1000 – FAX: 683-1002
27	**TEDSI Infrastructure Group** 1201 E Epwy 83 Mission, TX 78572		mlugo@tedsi.com jsalinas@tedsi.com Asalinas@TEDSI.com jsanchez@tedsi.com	12-13-10 12-21-10	TEL: 956-424-7898 956-424-7898- FAX: 424-7022 Jesse Salinas, CEO
28	**Rio Delta Engineering** 323 W. Cano, Suite 100 Edinburg, TX 78539	E-MAIL TO:	riodelta2004@yahoo.com	12-13-10	TEL: 956-380-5152 -FAX: Debra J. Guerra
29	**Cruz-Hogan Consultants** 605 E. Violet Avenue, Ste. 5 McAllen, Texas 78504	E-MAIL TO:	ronnie@cruzhogan.net lorena@cruzhogan.net	12-13-10	TEL: 956-682-5022 ATTN: RONNIE CRUZ

30	**AMBIOTEC ENGINEERING** 5420 PAREDES LINE ROAD BROWNSVILLE, TEXAS 78526	E-MAIL TO:	~~emmarin@ambiotec.com~~ awhitko@ambiotec.com	12-13-10	TEL: 956-548-9333 ATTN: ANNE WHITKO
31	**DOS LOGISTICS** 1002 E Expwy 83 Weslaco, TX 78596	E-MAIL TO:	julissasalinas@doslogistics.com denishathompson@doslogistics.com jasanchez@tedsi.com	12-13-10 12-21-10	TEL: 956-968-8800
32	**LJA Engineering and Surveying, Inc.** 13300 Old Blanco Road, Bldg II, Suite 326 San Antonio, TX 78216	E-MAIL TO:	khunt@ljaengineering.com	12-13-10	TEL: 210-678-4700 FAX: 210-678-4796 Kevin P. Hunt, P.E.
33	**KSA Engineering**	E-MAIL TO:	drupp@ksaeng.com	12-13-10	TEL: 512-342-6868 - FAX:
34	**PBS & J** 10100 Reunion Place, Ste. 850 San Antonio, TX 78216	E-MAIL TO:	kmguillaudeu@pbsj.com	12-13-10	TEL: 210-828-9494 - FAX: 210-282-7282
35	**MZ Design**	E-MAIL TO:	fwhite@mzdesign.com	12-13-10	TEL: 956-686-8889
36	**LVN Engineering** 8918 Tesoro Drive, Suite 401 San Antonio, TX 78217	E-MAIL TO:	kbishop@lnvinc.com	12-13-10	TEL: 210-822-2232 ext. 322 FAX: 210-822-4032
37	**TDC –Texas Diamond Construction** 4019 East Exp. 83 Weslaco, TX 78596	E-MAIL TO:	fjns6282@aol.com	12-13-10	TEL: 956-784-5819 FAX: 956-514-5036 Frank Nava, General Manager
38	**SAMES Engineering & Surveying, Inc.** 200 S. Cage Blvd. Pharr, TX 78577	E-MAIL TO: & IN PERSON	~~m_saul79@yahoo.com~~ jose@samengineering-surveying.com rick@samengineering-surveying.com	12-13-10	TEL: 956-702-8880 FAX: 956-702-8883 Saul D. Maldonado, PE Jose Rodriguez
39	**PBK** 1300 N. 10TH St., Suite 210 McAllen, TX 78501	E-MAIL TO:	nato.garcia@pbk.com	12-13-10	TEL: 956-687-1330 FAX:956-687-1331 Nato Garcia, Field Representative
40	**SWCA Environmental Consultants** 6200 UTSA Boulevard, Suite 102 San Antonio, TX 78249	E-MAIL TO:	camy@swca.com	12-13-10	TEL: 210-877-2847 FAX: 210-877-2848 Christopher Amy, Environmental Specialist
41	**Terracon Consultants, Inc.** 1506 Mid-Cites Drive Pharr, TX 78577	E-M AIL TO:	jaflores@terracon.com smrendon@terracon.com	12-13-10	TEL: 956-283-8254 FAX: 956-283-8279 Jorge A. Flores, P.G. Stephanie Marie Rendon, MBA
42	**M Garcia Engineering** 400 Nolana Suite D McAllen, TX 78504	E-MAIL TO:	mgarciaeng@gmail.com	12-13-10	TEL: 956-687-9421 FAX: 956-687-3211
43	**Civil Systems Engineering, Inc.** P. O. Box 572373 Houston, TX 77257	E-MAIL TO:	dli@cseengineers.com	12-13-10	TEL: 713-782-3811 FAX: 713-782-3812
44	**Barrera Torres Infrastructure, PLLC (BTI)** 7001 N. 10th St. , Suite 300 McAllen, TX 78504	E-MAIL TO:	rene@big-engineering.com	12-13-10	TEL: 956-687-3355 FAX: 956-992-8801

45	**R E Garcia and Associates** 116 N. 12th Ave. Edinburg, TX 78541-3501	E-MAIL TO:	regaassoc@aol.com	12-13-10	TEL: 956-381-1061 FAX: 956-381-1280 Raul E. Garcia, Owner
46	**HDR Engineering**	E-MAIL TO:	betty.hopkins@hdrinc.com	12-13-10	TEL: 210-841-2813 FAX:
47	**Vanir Construction Management, Inc.** 901 S. Mopac Expressway Barton Oaks Plaza One, Suite 300 Austin, TX 78746	E-MAIL	darren.webber@vanir.com	12-13-10	512-329-2722 512-592-8128 Mobile 512-329-2001 Fax
48	**Civil Engineering Consultants** CQM Division	E-MAIL	fjaster@cectexas.com lmares@cectexas.com jgarza@cectexas.com	12-13-10	210-798-9302 Frank M. Jaster, P.E. Division Mgr. Larry Mares, Jr., P.E. Project Mgr.
49	**The Alex Group** 914 N. Main Street, Suite 2 Mc Allen, TX 78501	E-MAIL	idalia@thealexgroup.net	12-13-10	956-687-2539 956-687-2545 Fax Idalia Smasal, Office Manager
50	**COMBS Consulting Group** I.T. design & consulting 11550 IH-10 West, Suite 270 San Antonio, TX 78230	E-MAIL	brian.combs@combs-group.com	12-13-10	210-698-7887 210-698-7889 Fax
51	**EARTH CO., LLC.** 1306 S. "F" STREET SUITE A HARLINGEN, TX 78550	E-MAIL	rudy.martinez@earthcorgv.com	12-13-10	(956) 428-2443 Rudy Martinez
52	**Izaguirre Engineering Group, LLC** 7413 N. La Homa St. Mission, Tx. 78574	E-MAIL	diana.izaguirre@yahoo.com	12-13-10	Ph. 956-240-0749 Fax. 956-584-0554 Diana Izaguirre
53	**Sunland Group** 1033 La Posada, Suite 370 Austin, TX 78752	E-MAIL	cforeman@sunlandgrp.com	12-13-10	512-590-7966
54	**Integrated Marketing Systems** 945 Hornblend Street, Ste. G San Diego, CA 92109	E-MAIL	jflanagan@imsinfo.com	12-13-10	858-490-8823 858-490-8811 Jenny Flanagan, Research Mgr.
55	**J. F. Fontaine & Associates, Inc.**	E-MAIL	gelazaro@aol.com	12-13-10	956-797-3411 956-797-3400 Fax
56	**H2B, Inc.** 1225 North Loop West, Suite 90 Houston, TX 77008	E-MAIL TO:	kristi.kolmetz@h2bengineers.com	12-13-10	713-864-2900 713-583-1245 281-723-9801 Kristi Kolmetz
57	**Alan Plummer Associates, Inc.**	E-MAIL TO:	cmcguire@apaienv.com	12-13-10	Connie McGuire
58	**AEC Engineering, LLC.** P.O. Box 480 Edinburg, TX 78540	E-MAIL TO :	carlos@aecengineering.net	12-13-10 12-21-10	956-380-6558 956-380-6110 Carlos Garza, P.E., P.G., SIT, CAPM,CFM, President
59	**MJ Thomas Engineering, LLC** 3400 Hulen, Suite 100 Fort Worth, Texas 76107	E-MAIL TO :	mickeyt@mjthomaseng.com	12-13-10	817-732-9839 817-732-9841 817-996-3446 Cell Mickey Thomas, P.E.
60	**Flores Engineers**	E-MAIL TO:	floresengineers@yahoo.com	12-13-10	
61	**DCI ENGINEERS** 600 Congress Avenue, Suite 1210 Austin, TX 78701	E-MAIL TO:	jdepalma@dci-engineers.com	12-13-10	512-472-9797 512-472-5656 Fax Janki N. DePalma
62	**Wilkie's Surveying**	E-MAIL TO:	jdw@wilkiesurveying.com	12-13-10	

63	**Alliance Transportation Group, Inc.** 11500 Metric Boulevard Bldg M-1, Suite 150 Austin, TX 78758	E-MAIL TO:	msaakstra@emailtag.com	12-13-10	512-821-2081 512-821-2085 Fax Ms. Manon Saakstra
64	**Young Professional Resources** 8100 Roughrider Dr., Suite 101 Windcrest, TX 78239	E-MAIL TO:	lyoung@yprconsulting.com	12-13-10	210-590-9215 210-590-9346 Fax 210-373-3204 Mobile Leonard D. Young, P.E.
65	**DBR Engineering Consultants**	E-MAIL TO:	~~sgonzalez@dbrinc.com~~ epuentes@dbrinc.com	12-13-10 12-21-10	210-546-0200 210-546-0201 Fax
66	**Ueckert Engineering** 7017 North 10th , Suite 202 McAllen, TX 78501	E-MAIL TO:	william.ueckert@ueckert-eng.com	12-13-10	956-361-1890
67	**Zarinkelk Engineering Services Inc.** 3033 Chimney Rock Suite 630 Houston, TX 77056	E-MAIL TO:	roshan.moayed@zarinkelk.com	12-13-10 12-21-10	832-242-2426 832-242-2445 Fax Roshan Moayed
68	**Kimley-Horn and Associates, Inc.** 12700 Park Central Drive, Suite 1800 Dallas, TX 75251	E-MAIL TO:	chad.becker@kimley-horn.com	12-13-10	972-770-1300 972-239-3820
69	~~**Guzman & Munoz Engineering and Surveying**~~ ~~1100 E. Jasmine Ave., Suite 107~~ ~~McAllen, TX 78501~~	~~E-MAIL TO:~~	~~lmercado@gmes.biz~~ ~~arsendez@gmes.biz~~ REPEAT # 88	~~12-13-10~~ ~~12-21-10~~	~~956-682-3812~~ ~~956-682-3813 Fax~~ ~~Lupita Mercado~~
70	**Edminster, Hinshaw, Russ and Assoc. Inc.** 10555 Westoffice Drive Houston, TX 77042	E-MAIL TO:	~~dlarranaga@ehrainc.com~~ esabol@ehrainc.com	12-13-10 12-14-10	713-784-4500 Ext. 2294 713-784-4577 Fax
71	**Michael Myers, PE**	E-MAIL TO:	mmyers@bww.com	12-13-10	
72	**SDI Engineering, LLC** 2327 Rhin Drive Edinburg, TX 78539	E-MAIL TO:	iposadas@sdi-engineering.com	12-13-10	956-607-9081 956-287-3797 Fax Isael Posada
73	**Bolva Engineering, LLC** 7900 N 4th St McAllen, TX 78504	E-MAIL TO:	lizbeth@bolvaenginerring.com	12-13-10	956-793-2943 Lizbeth Guerra
74	**LeFevre Environmental & Management Consulting** 612 Nolana, Suite 355 McAllen, TX 78504	E-MAIL TO:	hilortiz@gmail.com wrlefevre@gmail.com	12-13-10	956-241-1022 cell 956-681-8000 office 956-681-8001 fax Hilario Ortiz
75	**Prime Vendor Inc** 4622 Cedar Avenue, Suite 123 Wilmington, North Carolina	E-MAIL TO:	Bids17@primevendor.com	12-13-10	800-746-9554 800-746-8307 fax Kate Hanley
76	~~**The Alex Group**~~ ~~914 N Main Street, Suite 2~~ ~~McAllen, TX 78501~~	~~E-MAIL TO:~~	~~idalia@thealexgroup.net~~ REPEAT # 49	~~12-13-10~~	~~956-687-2539 (Alex)~~ ~~956-987-2545 fax~~ ~~Idalia Smasal~~
77	**O'Brien Engineering**	E-MAIL TO:	scole@obrieneng.com	12-14-10	972-233-2288 469-831-3654 cell Sarah Cole
78	**Naismith Engineering, Inc.** 600 W 8th Street, Suite 300 Austin, TX 78701	E-MAIL TO:	tbrown@naismith-engineering.com	12-14-10	512-708-9322 512-708-9014 fax Tom Brown

79	**Alliance Transportation Group, Inc.** 11500 Metric Blvd, Bld M-1, Suite 150 Austin, TX 78758	E-MAIL TO:	msaakstra@emailatg.com	12-14-10	512-821-2081 512-821-2085 fax Manon Saakstra
80	**Landtech Consultants, Inc.** 2525 North Loop West, Suite 300 Houston, TX 77008	E-MAIL TO:	cdarche@landtech-inc.com	12-14-10	713-861-7068 713-861-4131 fax Cathy D'Arche
81	**Lockwood, Andrews, Newnam, Inc.** 2925 Briarpartk Drive, Suite 400 Houston, TX 77042-3720	E-MAIL TO:	emdeguia@lan-inc.com	12-14-10	713-266-6900 713-281-0262 fax Michelle DeGuia
82	**Crespo Consulting Services, Inc.** 4131 Spicewood Springs Rd, B-2 Austin, TX 78759-8658	E-MAIL TO:	cbelsky@crespoinc.com	12-14-10	512-343-6404 ext 104 512-343-8120 fax Carissa Belsky
83	**Modern Technology-Modern Environment** 548 Naples St. Corpus Christi, TX 78404	E-MAIL TO:	mitch@mtmetex.com	12-15-10	361-533-7102 Mitch Hudgins
84	**Crenshaw Consulting Group, LP** 3820 Masthead NE Albuquerque, NM 87109	E-MAIL TO:	alujan@crenshawcg.com	12-15-10	505-797-8771 505-797-2875 fax Andrea Lujan
85	**M & S Engineering** 6477 FM 311/ P O Box 970 Spring Branch, TX 78070	E-MAIL TO:	llaijas@msengr.com	12-16-10	830-228-4147 210-260-4835 cell Leona M. Laijas
86	**Aldana Engineering & Traffic Design** 720 S Texas Blvd Weslaco, TX 78596	E-MAIL TO:	mhernandez@aetengineers.com	12-16-10	956-968-4373 956-968-5803 fax Minnie Hernandez
87	**Garner-Fritsche Engineering, Inc.** 6565 West Loop South, Suite 560 Bellaire, TX 77401	E-MAIL TO:	cfrench@garnerfritsche.com	12-17-10	713-432-1422 281-451-8543 cell 713-432-1253 fax Cody R. French
88	**Guzman & Munoz Engineering & Surveying, Inc.** 2020 E. Expwy Mercedes, TX 78570	E-MAIL TO:	christy@gmes.biz	12-21-10	956-565-4637 Christy Torres
89	**Innovative Civil Engineering Services, Ltd.** 1306 S F Street, Suite A Harlingen, Tx 78550	E-MAIL TO:	~~icesltd@rgv.rr.com~~ Jaime.cantu@earthcorgv.com	12-21-10	956-428-2443 956-202-0491 Jaime Cantu
90	**Vanguard Engineering** 2201 Northgate Drive Weslaco, Tx 78596	E-MAIL TO:	vgarcia@vanguardeng.com	12-21-10	956-514-5086 956-514-5036 Victor H. Garcia, P.E.
91	**Rio Delta Surveying** 8207 Mateo Escobar Monte Alto, TX 78539	IN PERSON TO:	merelda@msn.com	12-21-10	956-380-5154 Merelda Gonzalez

92	~~**Salinas Engineering & Associates**~~ ~~2221 Daffodil Ave~~ ~~McAllen, TX 78501~~	~~E-MAIL TO:~~	~~dsalinas.sea@sbcglobal.net~~ REPEAT # 24	~~12-30-10~~	~~David Salinas~~
93	**CRD Group, LLC** 11508 DK Ranch Rd Austin, TX 78579	E-MAIL TO:	mchapa@crdgrp.com	12-30-10	Michael Chapa, P.E.
94	**BTI Engineering** 7001 N 10th St., Suite 300 McAllen, TX 78504	E-MAIL TO:	Jftorres30@yahoo.com	01-04-10	Mr. Torres
95	**Entech Civil Engineers, Inc.** 16360 Park Ten Place, Suite 230 Houston, TX 77084	E-MAIL TO:			Juan Antonio (Tony) Gelacio, President

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ-ACCEPTANCE / REFERRAL POOL

DESCRIPTION OF RFQ: **HIDALGO COUNTY ENGINEERING SERVICES** | RFQ NO: **2010-001-01-05-YSI**

RFQ ACCEPTANCE DATE: **JANUARY 05, 2011** | RFQ ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 09, 2011 through February 08, 2012

	NAME OF COMPANY	Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#01	**Quintanilla, Headley and Associates, Inc.** 124 E. Stubbs Edinburg, TX 78539 TEL: 956-381-6480 - FAX: 381-0527 Alfonso Quintanilla, E.I.T., President quintanillaheadley@sbcglobal.net	X								-Land Surveying
#02	**Noe Garza Engineers, Inc.** 204 W. 495 Pharr, TX 78577 TEL: 956-783-1207 - FAX: 783-1209 Noe Garza, P.E. lydia.rodriguez@ngeinc.net	X	X							
#03	**Civil Systems Engineering, Inc.** P. O. Box 572373 Houston, TX 77257 TEL: 713-782-3811 FAX: 713-782-381 dli@cseengineers.com	X					X		X	-GIS Application
#04	**Rodriguez Engineering** 612 Nolana, Suite 320 McAllen, TX 78504 TEL: 956-687-7291 - FAX: 630-6220 Leo L. Rodriguez, P.E./R.P.L.S., President atm1963@hotmail.com	X							X	
#05	**Modern Technology-Modern Environment** 548 Naples St. Corpus Christi, TX 78404 361-533-7102 Mitch Hudgins mitch@mtmetex.com						X			-Solid Waste/Landfill
#06	**Cook-Joyce, Inc.** 812 West Eleventh Austin, TX 78701-2000 TEL: 512-474-9097 - FAX: 474-8463 Steve Cook, P.E., President brian.dudley@cook-joyce.com						X			-Environmental, Civil Engineering -Landfill
#07	**Zarinkelk Engineering Services Inc.** 3033 Chimney Rock Suite 630 Houston, TX 77056 832-242-2426 832-242-2445 Fax Roshan Moayed roshan.moayed@zarinkelk.com	X	X						X	
#08	**Landtech Consultants, Inc.** 2525 North Loop West, Suite 300 Houston, TX 77008 713-861-7068 713-861-4131 fax Cathy D'Arche cdarche@landtech-inc.com	X	X							

HIDALGO COUNTY PURCHASING DEPARTMENT
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	NAME OF COMPANY	Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#09	**Rio Delta Engineering** 323 W. Cano, Suite 100 Edinburg, TX 78539 TEL: 956-380-5152 -FAX: Debra J. Guerra riodelta2004@yahoo.com									
#10	**Professional Service Industries, Inc.** 2020 North Loop 499, Suite 302 Harlingen, TX 78550 TEL: 956-423-6826 - FAX: 423-5735 Hector Garza, Branch Manager Eladio.garza@psiusa.com Hector.lopez@psiusa.com			X			X			
#11	**Hinojosa Engineering, Inc.** 108 W. 18th Street Mission, TX 78572 TEL: 956-581-0143 - FAX: 581-2074 XRicardo Hinojosa, P.E., President hinojosaenginc@aol.com	X	X							
#12	**Salinas Engineering & Associates** 2221 Daffodil Ave. McAllen, TX 78501 TEL: 956-682-9081 - FAX: 686-1489 David Omar Salinas, P.E., M.S.E.E., President dsalinas.sea@sbcglobal.net	X	X				X		X	
#13	**Rio Delta Surveying** 8207 Mateo Escobar Monte Alto, TX 78539 956-380-5154 Merelda Gonzalez merelda@msn.com	X								
#14	**Halff Associates, Inc.** 4600 W. Military, Suite 700 McAllen, TX 78503 TEL: 956-664-0286 - FAX: 664-0282 Robert Saenz, P.E.. jtrevino@halff.com	X	X		X	X	X	X	X	
#15	**Cruz-Hogan Consultants** 605 E. Violet Avenue, Ste. 5 McAllen, Texas 78504 TEL: 956-682-5022 ATTN: RONNIE CRUZ ronnie@cruzhogan.net lorena@cruzhogan.net	X					X		X	-Water & Wastewater Treatment -Collection & Distribution
#16	**Aldana Engineering & Traffic Design** 720 S Texas Blvd Weslaco, TX 78596 956-968-4373 956-968-5803 fax Minnie Hernandez mhernandez@aetengineers.com	X							X	-Traffic Engineering

HIDALGO COUNTY PURCHASING DEPARTMENT
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PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 09, 2011 through February 08, 2012

	NAME OF COMPANY	Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#17	**Izaguirre Engineering Group, LLC** 7413 N. La Homa St. Mission, Tx. 78574 Ph. 956-240-0749 Fax. 956-584-0554 Diana Izaguirre diana.izaguirre@yahoo.com									
#18	**Javier Hinojosa Engineering** 416 E. Dove Avenue McAllen, TX 78504 TEL: 956-668-1588 - FAX: 994-8102 Javier Hinojosa, P.E., Owner javhin@rgv.rr.com cybarra@bizrgv.rr.com	X							X	
#19	**Innovative Civil Engineering Services, Ltd.** 1306 S F Street, Suite A Harlingen, TX 78550 956-428-2443 956-202-0491 Jaime Cantu Jaime.cantu@earthcorgv.com	X								
#20	**Entech Civil Engineers, Inc.** 16360 Park Ten Place, Suite 230 Houston, TX 77084 Juan Antonio (Tony) Gelacio, President	X	X						X	
#21	**Bolva Engineering, LLC** 7900 N 4th St McAllen, TX 78504 956-793-2943 Lizbeth Guerra lizbeth@bolvaenginerring.com	X	X		X					
#22	**Terracon Consultants, Inc.** 1506 Mid-Cites Drive Pharr, TX 78577 TEL: 956-283-8254 FAX: 956-283-8279 Jorge A. Flores, P.G. Stephanie Marie Rendon, MBA jaflores@terracon.com smrendon@terracon.com			X						
#23	**Millennium Engineers Group, Inc.** 705 Dawson Drive Edinburg, TX 78539 TEL: 956-383-8522 - FAX: 383-0295 Raul Palma, P.E., President apalma@megengineers.com hpalma@megengineers.com rpalma@megengineers.com	X		X			X		X	-Construction Materials Testing

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ-ACCEPTANCE / REFERRAL POOL

DESCRIPTION OF RFQ: **HIDALGO COUNTY ENGINEERING SERVICES** | RFQ NO: **2010-001-01-05-YSI**

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PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 09, 2011 through February 08, 2012

	NAME OF COMPANY	Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#24	**The Alex Group** 914 N. Main Street, Suite 2 Mc Allen, TX 78501 956-687-2539 956-687-2545 Fax Idalia Smasal, Office Manager idalia@thealexgroup.net				X	X		X		
#25	**M Garcia Engineering** 400 Nolana Suite D McAllen, TX 78504 TEL: 956-687-9421 FAX: 956-687-3211 mgarciaeng@gmail.com	X								
#26	**Dannenbaum Engineering Corporation** 1109 Nolana Loop, Suite 208 McAllen, TX 78504 TEL: 956-682-3677- FAX: 686-1822 Louis H. Jones, Jr., P.E., Principal cynthia.luera@dannenbaum.com Suzie.crumpler@dannenbaum.com	X	X				X		X	
#27	**S&B Infrastructure, Ltd.** 5408 N. 10th Street McAllen, TX 78504 956-926-5000 956-994-0427 fax Daniel O. Rios, P.E., Vice President acwalzer@sbinfra.com dorios@sbinfra.com	X	X		X	X	X	X	X	
#28	**Raba-Kistner Consultants, Inc.** 800 E. Hackberry McAllen, TX 78501 956-682-5332 956- 682-5487 Fax Martin Vila, P.E., Vice President (Elizabeth) Norma E. Salazar, Admin Assistant mvila@rkci.com kbraun@rkci.com nsalazar@rkci.com			X			X			-Construction Material Testing -Facilities Engineering -Pavement Consulting
#29	**R. Gutierrez Engineering Corporation** 317 E. Park Pharr, TX 78577 TEL: 956-782-2557 - FAX: 782-2558 Ramiro Gutierrez, P.E., President rguteng@sbcglobal.net javier@rgutierrezengineering.com	X							X	
#30	**AMBIOTEC ENGINEERING** 5420 Paredes Line Road Brownsville, TX 78526 TEL: 956-548-9333 Anne Whitko awhitko@ambiotec.com	X					X			

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ-ACCEPTANCE / REFERRAL POOL

DESCRIPTION OF RFQ: **HIDALGO COUNTY ENGINEERING SERVICES** | RFQ NO: **2010-001-01-05-YSI**

RFQ ACCEPTANCE DATE: **JANUARY 05, 2011** | RFQ ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 09, 2011 through February 08, 2012

	NAME OF COMPANY	Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#31	**Barrera Torres Infrastructure, PLLC (BTI)** 7001 N. 10th St. , Suite 300 McAllen, TX 78504 TEL: 956-687-3355 FAX: 956-992-8801 rene@big-engineering.com	X	X							
#32	**R E Garcia and Associates** 116 N. 12th Ave. Edinburg, TX 78541-3501 TEL: 956-381-1061 FAX: 956-381-1280 Raul E. Garcia, Owner regaassoc@aol.com	X					X		X	
#33	**SAMES Engineering & Surveying, Inc.** 200 S. Cage Blvd. Pharr, TX 78577 TEL: 956-702-8880 FAX: 956-702-8883 Saul D. Maldonado, PE Jose Rodriguez jose@samengineering-surveying.com rick@samengineering-surveying.com	X	X						X	
#34	**J.E. Saenz & Associates, Inc.** 211 E. Wisconsin Edinburg, TX 78539 TEL: 956-383-2984 - FAX: 383-3736 José E. "Eddie" Saenz, P.E., President fquintanilla@jesaenz.com	X							X	
#35	**DOS LOGISTICS** 1002 E Expwy 83 Weslaco, TX 78596 TEL: 956-968-8800 julissasalinas@doslogistics.com denishathompson@doslogistics.com	X	X				X		X	
#36	**Cobblestone Engineering, Inc.** 2810 Century Court Harlingen, TX 78550 TEL: 956-423-0235 - FAX: 423-6008 Ralph M. O'Quinn, P.E., President sortega@cobblestoneusa.com			X			X			
#37	**LeFevre Environmental & Management Consulting** 612 Nolana, Suite 355 McAllen, TX 78504 956-241-1022 cell 956-681-8000 office 956-681-8001 fax Hilario Ortiz hilortiz@gmail.com wrlefevre@gmail.com	X					X		X	

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ-ACCEPTANCE / REFERRAL POOL

DESCRIPTION OF RFQ: **HIDALGO COUNTY ENGINEERING SERVICES** | RFQ NO: **2010-001-01-05-YSI**

RFQ ACCEPTANCE DATE: **JANUARY 05, 2011** | RFQ ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 09, 2011 through February 08, 2012

	NAME OF COMPANY	Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#38	**L&G Engineering** 2100 W. Expressway 83 Mercedes, TX 78570 TEL: 956-565-9813 - FAX: 565-9018 Jacinto Garza, P.E., CEO/Project Manager jacinto@lgengineers.com ldominguez@lgengineers.com	X	X	x			X		X	
#39	**SDI Engineering, LLC** 2327 Rhin Drive Edinburg, TX 78539 956-607-9081 956-287-3797 Fax Isael Posada iposadas@sdi-engineering.com	X							X	
#40	**Guzman & Munoz Engineering & Surveying, Inc.** 2020 E. Expwy Mercedes, TX 78570 956-565-4637 Christy Torres christy@gmes.biz	X	X	X			X		X	
#41	**CRD Group, LLC** 11508 DK Ranch Rd Austin, TX 78579 Michael Chapa, P.E. mchapa@crdgroup.com	X								
#42	**Melden & Hunt, Inc.** 115 W. McIntyre Street Edinburg, TX 78539 TEL: 956-381-0981 - FAX: 381-1839 Ruben Chapa, P.E., Vice President tina@meldenandhunt.com mike@meldenandhunt.com	X								
#43	**TEDSI Infrastructure Group** 1201 E Epwy 83 Mission, TX 78572 TEL: 956-424-7898 956-424-7898- FAX: 424-7022 Jesse Salinas, CEO mlugo@tedsi.com jsalinas@tedsi.com Asalinas@TEDSI.com jsanchez@tedsi.com	X					X			-Toll Road Infrastructure Design -Signing, Markings, & Signalization -Illumination -Traffic Studies, Traffic Control Plans
#44	**Naismith Engineering, Inc.** 600 W 8th Street, Suite 300 Austin, TX 78701 512-708-9322 512-708-9014 fax Tom Brown tbrown@naismith-engineering.com	X	X				X	X	X	

HIDALGO COUNTY PURCHASING DEPARTMENT
BID ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

RFB ACCEPTANCE DATE: JANUARY 05, 2011 | **RFB ACCEPTANCE TIME: 9:30 A.M.**

DESCRIPTION OF RFB: "REAL ESTATE SURVEYORS POOL-HIDALGO COUNTY"

RFB NO: 2011-003A-01-05-SMA

	NAME OF COMPANY	CD Included	ACKNOWLEDGMENT OF RECEIPT
1	DOS LAND SURVEYING	yes	√
2	HINOJOSA ENGINEERING INC.	yes	√
3	CVQ LAND SURVEYOR	yes	√
4	SALINAS ENGINEERING	yes	√
5	RIO DELTA SURVEYING	yes	√
6	HALFF	yes	√
7	DANNENBAUM ENGINEERING	yes	√
8	R. GUTIERREZ ENGINEERING	yes	√
9	R.E. GARCIA & ASSOCIATES	NO	√
10	SAMES ENGINEERING & SURVEYING	yes	√
11	J.E. SAENZ & ASSOCIATES INC.	yes	√
12	GUZMAN & MUNOZ	yes	√
13	MELDEN & HUNT INC.	yes	√
14	TEDSI INF.	yes	√
15	QUINTANILLA, HEADLY & ASSOCIATES	yes	√

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG
REQUIREMENTS/RFQ PACKETS

RFQ ACCEPTANCE DATE: JANUARY 05, 2011 RFQ ACCEPTANCE TIME: 9:30 A.M.

DEPARTMENT/RFQ DESCRIPTION: "REAL ESTATE SURVEYORS-HIDALGO COUNTY"

RFQ NO: 2011-003A-01-05-SMA BUYER: Sandra Montalvo

	NAME OF BIDDER: COMPANY/FIRM	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE, FAX No. & REPRESENTATIVE'S NAME
1.	ARANDA & ASSOCIATES	EM	Sandra Montalvo	12/13/10	1552 Dove Ave. McAllen TX 78504 TEL: 956-631-0944 FAX: 956-631-0992 arandaj@arandaworld.com
2.	CVQ LAND SURVEYORS Attn: Carlos Vasquez	EMR	Sandra Montalvo	12/20/10	517 Beaumont Ave. McAllen, Tx 78501 TEL: 956- 618-1551 FAX 956-618-1547 cvq@cvqls.com
3.	MELDEN & HUNT, INC.	EM	Sandra Montalvo	12/13/10	115 West McIntyre Street Edinburg, TX 78541 TEL: 956-381-0981 FAX: 956-381-1839 tina@meldenandhunt.com
4.	GUZMAN & MUNOZ ENGINEERING/SURVEYING, INC,	EM	Sandra Montalvo	12/13/10	2020 E. Expressway 83 Mercedes, Tx 78570 (p)956-565-4637 Christy@gmes.biz
5.	L & G ENGINEERING	EM	Sandra Montalvo	12/13/10	2100 W. Expressway Mercedes, TX 78570 TEL: 956-565-9813 velma@lgengineers.com
6.	DANNENBAUM Attn: Cynthia Luera	EM	Sandra Montalvo	12/13/10	1109 Nolana Loop Ste 208 McAllen TX 78504 TEL: 956-682-3677 direct: 956-429-0540 Cynthia.luera@dannenbaum.com
7.	DOS LOGISTICS	EM	Sandra Montalvo	12/13/10	24114 FM 2556 Santa Rosa Tx 78593 TEL: 956- 797-4601 956-797-4630 ericybarra@doslandsurveying.com denishathompson@doslogistics.com
8.	GARCIA R. E. & ASSC. SURVEYORS & ENG.	EM	Sandra Montalvo	12/13/10	116 N. 12th Ave Edinburg, TX 78539 TEL: 956- 381-1061 CELL: 956-428-2443 regaassoc@aol.com
9.	INNOVATIVE CIVIL ENG. SERVICES Attn: Jaime M. Cantu	EM	Sandra Montalvo	12/13/10	1306 S. F. St. Suite A Harlingen, TX 78550 TEL: 936- 466-1954 icesltd@rgv.rr.com
10.	RIO DELTA SURVEYING Attn: Merelda Gonzalez	EM	Sandra Montalvo	12/13/10	8207 Mateo Escobar Monte Alto, TX 78538 TEL: 956-380-5154 FAX:956-380-5156 www.riodeltasurveying.com
11.	J E SAENZ & ASSC. INC. Attn: Jose E. Saenz	EM	Sandra Montalvo	12/13/10	211 E. Wisconsin Edinburg, TX TEL: 956-383-2984 FAX: 956-383-3736 jacalifa@jesaenz.com fquintanilla@jesaenz.com
12.	MILLENNIUM ENGINEERS GROUP, INC. Attn: Raul Palma	EM	Sandra Montalvo	12/13/10	705 Dawson Drive Edinburg, TX 78539 TEL: 956-383-8522

					FAX: 956-383-0295 meg@megengineers.com
13.	R. GUTIERREZ, ENGINEERING Attn: Ramiro Gutierrez	EM	Sandra Montalvo	12/13/10	130 E. Park Pharr, TX 78577 TEL: 956-782-2557 FAX: 956-782-2558 office@rgutierrezengineering.com
14.	RODRIGUEZ ENGINEERING Attn: Leo L. Rodriguez, Jr	EM	Sandra Montalvo	12/13/10	5602 E. Iowa Rd. PO Box 1830 Edinburg, TX 78540 Atm1963@hotmail.com
15.	DOS LAND SURVEYING	EM	Sandra Montalvo	12/13/10	212 W. 3rd St. Weslaco Tx 78249 TEL: 956-968-8800 FAX:956-246-0064 cell michaelwood@doslandsurveying.com
16.	QUINTANILLA HEADLEY & ASSC. Attn: Alfonso Quintanilla	EM/IP	Sandra Montalvo	12/13/10	124 E. Stubbs St. Edinburg, TX 78539 TEL: 956-381-6480 FAX: 956-381-0527 quintanillaheadley@sbcglobal.net
17.	HINOJOSA ENGINEERING INC. Attn: Wilfredo Ricardo Hinojosa	EM	Sandra Montalvo	12/13/10	108 W. 18th Street Mission, TX 78572 TEL: 956-581-0143 FAX: 956-581-2074 hinojosaenginc@aol.com
18.	SAM ENGINEERING & SURVEYING, INC. Attn: Samuel Maldonado	EM	Sandra Montalvo	12/13/10	801 East Ferguson Road Pharr, Texas 78577 TEL: 956-702-8880 FAX: 956-702-8883 m.samueld@hotmail.com
19.	SHERWOOD SURVEYING, LLC. Attn: David L. Ellis	EM	Sandra Montalvo	12/13/10	6477 FM 311 Spring Branch, TX 78070 TEL: 830-228-5446 FAX:830-885-2170 dellis@msengr.com
20.	HALFF ASSOCIATES, INC. Attn.: Lorena Corpus	EM	Sandra Montalvo	12/13/10	5000 West Military, Suite 100 McAllen, TX 78503 TEL: 956-664-0286 FAX: 956-664-0282 lcorpus@halff.com
21.	SALINAS ENGINEERING & ASSC. Attn: David Omar Salinas	EM	Sandra Montalvo	12/13/10	2221 Daffodil Ave. McAllen, TX 78501 TEL: 956-682-9081 CELL: 956-648-8899 Dsalinas.sea@sbcglobal.net
22.	TEDSI Attn: Maria Lugo	EM	Sandra Montalvo	12/13/10	1201 E. Expressway 83 956-424-7898 956-424-7022 fax edietrich@tedsi.com mlugo@tedsi.com
23.	RODS SURVEYING INC.	EM	Sandra Montalvo	12/13/10	5201 8 ½ Mile Line Road Edinburg, Tx 78541 956-583-8050 dcantu@rods.cc
24.	GREAT SOUTHWESTERN LAND SURVEYORS Attn: Joel "Chris Howard	EM	Sandra Montalvo	12/13/10	2500 Highway 287 North Mansfield Texas 76063 817-330-0110 817-330-0115 fax jchoward@gswland.com
25.	INTEGRATED MARKETING SYSTEMS Attn: Jenny Flanagan	EM	Sandra Montalvo	12/13/10	858-490-8823 858-490-8811 fax **jflanagan@imsinfo.com**
26.	MTZ MARTINEZ GEOSPATIAL	EM	Sandra Montalvo	12/13/10	512-538-8120 952-412-4219 fax **dan@mtzgeo.com**

27.	CIVIL ENGINEERING CONSULTANTS Attn: Chester Varner	EM	Sandra Montalvo	12/13/10	210-641-9999 210-641-6440 fax **cvarner@cectexas.com**
28.	CUDE ENGINEERS SURVEYORS PLANNERS Attn: Maggie SEAY, CPSM	EM	Sandra Montalvo	12/13/10	**mseay@mwcude.com**
29.	WILKIE SURVEYING INC Attn: Jerry Wilkie	EM	Sandra Montalvo	12/13/10	**jdw@wilkiesurveying.com**
30.	VICKREY & ASSC, INC	EM	Sandra Montalvo	12/13/10	1209 WEST 5TH STE STE-200 SAN ANTONIO TX 78703 512-494-8014 512-494-8054 fax rclark@vickreynet.com
31.	SURVEYING & MAPPING, INC. (SAM, INC.)	EM	Sandra Montalvo	12/13/10	5508 W. HIGHWAY 290, BLDG. B AUSTIN TEXAS 78735 512-447-0575 512-326-3029 fax **jjaeger@saminc.biz**
32.	DEAL SIKES & ASSC Attn: Mathew C. Deal, Cre	EM	Sandra Montalvo	12/13/10	3901 Ballaire Blvd., Suite A Houston Tx 77025 713-662-3500 713-357-4599 fax mdeal@dealsikes.com
33.	EDMINSTER, HINSHAW, RUSS & ASSC, INC Attn: Diana Larranaga	EM	Sandra Montalvo	12/13/10	10555 Westoffice Dr Houston Tx 77042 713-784-4500 x-2294 713-784-4577 dlarranaga@ehrainc.com
34.	FERNANDO CAMARRILLO POZNECKI-CAMARRILLO	EM	Sandra Montalvo	12/13/10	210-349-3273 fcamarillo@pozcam.com
35.	CRENSHAW CONSULTING GROUP, LP Attn: Andrea Lujan	EMR	Sandra Montalvo	12/15/10	3820 Masthead NE Albuquerque, NM 87109 Tel: 505.797.8771 Fax: 505.797.2875 alujan@crenshawcg.com
36.	SDI ENGINEERING, LLC Attn: Israel Posadas, P.E.	EMR	Sandra Montalvo	12/14/10	2327 W. Rhin Drive Edinburg, Tx 78539 956-607-9091 mbl 956-287-3697 fax iposadas@sdi-engineering.com
37.	BARRERA LAND SURVEYING Attn: Joe Barrera Jr.	EMR	Sandra Montalvo	12/14/10	7715 Mainland Dr. Suite 114 San Antonio, Tx 78250 210-444-9023 office 210-837-4328 cell batteralandsurveying.joe@gmail.com
38.	LANDTECH CONSULTANTS, INC. Attn: Cathy D"Arche, CPSM	EMR	Sandra Montalvo	12/14/10	2525 North Loop West, Suite 300 Houston, Tx 77008 tel: 713-861-7068 fax: 713-861-4131 cdarche@landtech-inc.com
39.	M&S Engineering, LLC Attn: Leona M. Laijas	EMR	Sandra Montalvo	12/17/10	6477 FM 311 P.O. BOX 970 Spring Branch, Tx 78070 830-225-4147 direct 210-260-4835 cell llaijas@msengr.com
40.	R.E. GARCIA & ASSOCIATES	EMR	Sandra Montalvo	12/21/10	116 N. 12th Ave. Edinburg, Tx 78541 956-381-1061 regaassoc@aol.com

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
EMAIL REQUEST (EMR)

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

RFQ OPENING DATE: JANUARY 5, 2011 | **RFQ OPENING TIME: 9:30 A.M.**

DESCRIPTION OF RFQ: "CONSTRUCTION MATERIAL TESTING SERVICES"

RFQ NO: 2011-004-01-05-MEG

RFQ	NAME OF COMPANY	CD included	ACKNOWLEDGE Receipt of Statements Of QUALIFICATIONS
1.	Raba Kistner 12821 W. Golden Lane San Antonio, Texas 78249 (210) 699-9090	**U**	**U**
2.	PSI Engineering, Consulting Testing 2020 N Loop 499, Suite 302 Harlingen, Texas 78550 (956) 423-6826	**U**	**U**
3.	Earth Co. 1306 S. "F" Street Suite A Harlingen, Texas 78550 O (956) 428-2443 F (956) 202-0491	**U**	**U**
4.	Terracon 1506 Mid Cities Drive Pharr, Texas 78577 (956)283-8254	**U**	**U**
5.	Millennium Engineers Group, Inc. (MEG) 705 Dawson Drive Edinburg, Texas 78539 O (956) 383-8522 F (956) 383-0295	**U**	**U**
6.	L & G Engineering Laboratory, LLC 2100 W. Expressway 83 Mercedes, Texas 78570 O (956) 565-0760 F (956) 565-6746	**U**	**U**

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS
IBF-RFP-RFQ-RFI

RFQ ACCEPTANCE DATE: January 05, 2011 **RFQ ACCEPTANCE TIME:** 9:30 A.M.
DEPARTMENT/DESCRIPTION: HIDALGO COUNTY – "CONSTRUCTION MATERIALS TESTING SERVICES"
RFQ NO: 2011-004-01-05-MEG

	COMPANY/FIRM & REPRESENTATIVE'S NAME	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE/FAX NO's.
1.	RABA-KISTNER CONSULTANTS, INC. Requested by: Norma Salazar nsalazar@rkci.com U kbraun@rkci.com U	E-Mail	Elena Gomez	12/13/10	800 E. Hackberry Avenue McAllen, Texas 78501 Tel (956) 682-5332 Fax:(956) 682-5487 12821 W. Golden lane San Antonio, TX 78249 Tel:(210) 699-9090 Fax:(210) 699-6426
2.	HALFF ASSOCIATES, INC Requested by: Joey Trevino jtrevino@halff.com U	E-Mail	Elena Gomez	12/13/10	5000 West Military, Suite 100 McAllen, Texas 78503 Tel (956)664-0286 Fax:(956) 664-0282
3.	MILLENNIUM ENGINEERS GROUP Requested by: Andres Palma apalma@megengineers.com U Raul Palma rpalma@megengineers.com U Humberto Palma hpalma@megengineers.com U	E-Mail	Elena Gomez	12/13/10	P.O. Box 4569-7050 Dawson Drive Edinburg, TX 78540 Tel:(956) 383-8522 Fax:(956) 383-0295
4.	INTEGRATED MARKETING SYSTEMS Requested by: Jenny Flanagan jflanagan@imsinfo.com U	E-Mail	Elena Gomez	12/13/10	945 Homblend Street, Ste G San Diego, California 92109 Tel: (858) 490-8800 Fax(800) 490-8811
5.	TERRACON CONSULTANTS, INC Requested by: J.A. Flores jaflores@terracon.com U dlrodriguez@terracon.com U smrendon@terracon.com U	E-Mail	Elena Gomez	12/13/10	1506 Mid-Cities Drive Pharr, TX 78577 Tel:(956) 283-8254 Fax(956) 283-8279
6.	L & G ENGINEERING LABORATORY, LLC Requested by: Jacinto Garza, P.E. jacinto@lgengineers.com U	E-Mail	Elena Gomez	12/13/10	2100 West Expressway 83 McAllen, TX 78501 Tel: (956) 565-0760 Fax:(956)565-6746
7.	PROFESSIONAL SERVICES INDUSTRIES INC. Requested by: Eladio Garza eladio.garza@psiusa.com U	E-Mail	Elena Gomez	12/13/10	2020 N LOOP 499 #302 Harlingen, TX 78550 Tel:(956)423-6826 Fax:(956)423-5735
8.	EARTH CO., LLC Requested by: Rudy Martinez rudy.martinez@earthcorgv.com U	E-Mail	Elena Gomez	12/13/10	1306 S. "F" Street Suite A Harlingen, TX 78550 Tel:(956)428-2443 Fax (956)793-6387
~~9.~~	~~SDI Engineering, LLC.~~ ~~Isael Posadas~~ ~~iposadas@sdi-engineering.com U~~	~~E-Mail~~	~~Elena Gomez~~ ~~will not be participating~~	~~12/13/10~~	~~2327 W. Rhin Drive~~ ~~Edinburg, Texas 78539~~ ~~Cell: (956) 607-9081~~ ~~Fax: (956) 287-3697~~
10.	**Fugro Consultants, Inc.** Lisa Humes (formerly Lisa Saidler) Office Manager lhumes@fugro.com U	E-Mail	Elena Gomez	12/27/10	11009 Osgood San Antonio, Texas 78233 (210) 655-9516 phone (210) 655-8189 fax

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

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING FIRM'S LOG
RFQ PACKETS

ACCEPTANCE DATE: JANUARY 5, 2011 **BID OPENING TIME: 9:30 A.M.**
DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY –"PROFESSIONAL ARCHITECTURAL POOL SERVICES"
RFQ NO: 2011-002-01-05-CGA

#	NAME OF VENDOR: COMPANY/FIRM	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE AND FAX NO'S / CONTACT PERSON
1	Pro*forma Architecture, Inc. Shari Nash	**VIA Email**	**CGA** **snash@proforma-inc.com**	**12-14-10**	**972-713-7100**
2	Ortiz Architecture & Environment LLC Juan Carlos Ortiz	**Via email**	**CGA** **arqorti@rgv.rr.com**	**12-14-10**	**723 South Nebraska** **Weslaco, Tx 78596** **956-867-6969**
3	IMS Integrated Marketing Systems Jenny Flanagan	**Via email**	**CGA** **jflanaga@imsinfo.com**	**12-14-10**	**945 Hornblend Street, Ste G** **San Diego, CA 92109** **858-490-8823**
4	Dannenbaum Cynthia M Luera	**Via email**	CGA Cynthia.luera@dannenbaum.com	**12-14-10**	**1109 Nolana Loop** **McAllen, Tx 78504** **956-682-3677**
5	Negrete & Kolar Architects Courtney M. Wilson	**Via email**	**CGA** **cwilson@nekoarch.com**	**12-14-10**	**204 E. Stubbs Street** **Edinburg, Texas 78539** **956-386-0611**
6	IMS Integrated Marketing Systems Elise Jackson	**Via email**	**CGA** **txra@imsinfo.com**	**12-14-10**	**945 Hornblend Street, Ste G** **San Diego, CA 92109** **858-490-8807**
7	Rike Ogden Figueroa Allex Architects, Inc (ROFA) Diana "Di" Trevino	**Via email**	CGA dianat@rofainc.com	**12-14-10**	**1007 Walnut Ave.** **McAllen, Tx 78501** **956-686-7771**
8	CFZ Group LLC Cullen Coltrane, ASLA	**Via email**	CGA ccoltrane@cfzgroup.com	**12-16-10**	**4242 Medical Drive, Ste 5200** **San Antonio, Tx 78229** **210-366-1911**
9	MESA Design Group Jennifer King	**Via email**	CGA jking@mesadesigngroup.com	**12-16-10**	**1807 Ross Ave, Ste. 333** **Dallas, Texas 75201** **214-871-0568**
10	Rheinlander Associates Keith D. Rodebush	**Via email**	**CGA** **keithr@rheinlanderarchitects.com**	**12-28-10**	**8500 N Mopac Expwy** **Suite 402** **Austin, Tx 78759** **512-255-8948**
11	Mata Villarreal Garcia Design Group LLP Fernando Mata, Frank White	**Via email**	**CGA** **fwhite@mvgdesign.us**	**12-14-10**	**1314 W,. Ivy Ave.** **McAllen,Tx 78501** **956-631-1945** **Fax: 956-631-1968**
12	**Reynaldo Vargas, Architect, Inc. dba V-A Architecture** **v-aarchitecture@att.net**	**EMAIL**	CGA	**12-14-10**	2029 Industrial Drive Mc Allen, TX 78504 ph: (956) 631-2242 Fax: (956) 686-7916

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING FIRM'S LOG
RFQ PACKETS

ACCEPTANCE DATE: JANUARY 5, 2011 **BID OPENING TIME: 9:30 A.M.**
DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY –"PROFESSIONAL ARCHITECTURAL POOL SERVICES"
RFQ NO: 2011-002-01-05-CGA

#	NAME OF VENDOR: COMPANY/FIRM	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE AND FAX NO'S / CONTACT PERSON
13	**RABA KISTNER CONSULTANTS** mvila@rkci.com nsalazar@rkci.com	**EMAIL**	CGA	**12-14-10**	800 E. Hackberry McAllen, TX 78501 (956) 682-5332 Fax: (956) 682-5487
14	**Alcocer Garcia Associates Design Consulting** edo@agadc.com, cc: george@agadc.com	**EMAIL**	CGA	**12-14-10**	1333 East Jasmine Ave. Mc Allen, TX 78501 (956) 618-2007 Fax: (956) 618-2008 Mobile: (956) 607-6671
15	**TAG International** bruce.jackson@tagae.com	**EMAIL**	CGA	**12/21/09**	3160 Beecaves Suite 200 Austin, Texas 78746 (512) 328-1010 Fax (512) 328-3003
16	**Alamo Architects** ken@alamoarchitects.com	**EMAIL**	CGA	**12-14-10**	1512 S Flores Street San Antonio, TX 78204 (210) 227-2612 Fax (210) 227-9457
17	**ERO International, LLP** **eochoa@eroarchitects.com** cc:prodriguez@eroarchitects.com	**EMAIL**	CGA	**12-14-10**	300 South 8th Street Mc Allen, TX 78501 (956) 661-0400 Fax (956) 661-0401
18	**Gomez Mendez Saenz, Inc.** **rudyg.gms@bizrgv.rr.com** **susana.gms@bizrgv.rr.com**	**EMAIL**	CGA	**12-14-10**	1150 Paredes Line Road Brownsville, TX 78521 (956) 546-0110 Fax: (956) 546-0196
19	**GIGNAC & Associates, LLP** **rgignac@gignac-associates.com ;** **lelizondo@gignac-associates.com**	**EMAIL**	CGA	**12-14-10**	222 E. Van Buren, Ste. 102 Harlingen, TX 78550 (956) 365-4820
20	**Di Stefano/Santopetro Architect, Inc.** **j.santopetro@dsarchitectsinc.com**	**EMAIL**	CGA	**12-14-10**	729 N. Ware Road, Suite 105 McAllen, TX 78501 (956) 683-1958 OR Fax: 683-1965
21	**AMTECH Building Sciences, Inc.** **mida@architectos.com**	**EMAIL**	CGA	**12-14-10**	2403 N. 10th Street Suite B-PMB 220 McAllen, TX 78501
22	**Boultinghouse, Simpson & Associates** **db@boultinghousesimpson.com**	**EMAIL**	CGA	**12-14-10**	3301 N. McColl Rd. McAllen, TX 78501 956-630-9494 fax 630-2058
23	**Diseno, Inc.** **erodriguez@disenoinc.com**	**EMAIL**	CGA	**12-14-10**	101 S. Cage Boulevard Pharr, TX 78577 956-702-1399
24	**HDR Architecture, Inc.** **richard.martinez@hdrinc.com**	**EMAIL**	CGA	**12-14-10**	17111 Preston Rd., Suite 300 Dallas, TX 75248 972-960-4000
25	**Integrated Marketing Systems** **tx@imsinfo.com** **jflanagan@imsinfo.com**	**EMAIL**	CGA	**12-14-10**	945 Hornblend St. Suite G San Diego, CA 92109 858-490-8800
26	**Kell Munoz Architects** **munoz@kellmunoz.com**	**EMAIL**	CGA	**12-14-10**	1105 E. Tyler Harlingen, TX 78550 956-428-1703

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING FIRM'S LOG
RFQ PACKETS

ACCEPTANCE DATE: JANUARY 5, 2011 **BID OPENING TIME: 9:30 A.M.**
DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY –"PROFESSIONAL ARCHITECTURAL POOL SERVICES"
RFQ NO: 2011-002-01-05-CGA

#	NAME OF VENDOR: COMPANY/FIRM	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE AND FAX NO'S / CONTACT PERSON
27	**Lockwood, Andrews & Newman, Inc.** **info@lan-inc.com**	**EMAIL**	CGA	**12-14-10**	2925 Briar park Dr., Suite 500 Houston, TX 77042 713-266-6900
28	**Polkinghorn Group Architects** renitaw@pgarchitects.com	**EMAIL**	CGA	**12-14-10**	248 Addie Roy Road, Suite B-301 Austin, TX 78746 512-327-4404
29	**Halff Associates, Inc.** **jtrevino@halff.com**	**EMAIL**	CGA	**12-14-10**	5000 West Military Suite 100 McAllen, TX 78503 956-664-0286
30	**Water Mark Design Solutions** **sjackson@archbuildsolutions.com**	**EMAIL**	CGA	**12-14-10**	2670 Wincrest Dr. Rockwall, Texas 75032 PO Box 550129 Dallas, TX 75355 214-880-1700
31	**Rees Associates, Inc.** **mjp@rees.com**	**EMAIL**	CGA	**12-14-10**	1801 N. Lamar St., Suite 600 Dallas, TX 75202 214-522-7337 Fax: 214-522-044
32	**Texas Design Concepts Inc. (TDCI)** **TDCI@TDCI.us**	**EMAIL**	CGA	**12-14-10**	301 North Cage Blvd., Suite 2-B Pharr, TX 78577 (956) 783-1229 Fax: (956) 783-1240
33	**Lopez & Lopez Architects, Inc.**		CGA	**12-14-10**	1101 N. Cage, Suite C4 Pharr, TX 78577 956-783-1229
34	**Alvarado Architects & Associates, Inc.** irmaalvar@aol.com	**EMAIL**	CGA	**12-14-10**	307 South Main St. Donna, TX 78537 956-464-8258
35	**MAC TEC Engineering and Consulting Inc.** **jmcarter@mactec.com**	**EMAIL**	CGA	**12-14-10**	3520 Executive Cntr. Drive Suite 200 Austin, TX 78731 512-795-0360
36	**T. Howard & Associates** canderson@thaarch.com	**EMAIL**	CGA	**12-14-10**	1506 W. Griffin Dallas, Texas 75215 phone 214-522-1100 fax 214-522-5623
37	**Dannenbaum Engineering** suzie.crumpler@dannenbaum.com Cynthia.luera@dannenbaum.com	**EMAIL**	CGA	**12-14-10**	3100 W. Alabama St. Houston, Texas 77098 P 713-520-9570 C 281-513-5289 F 713-527-6338
38	**Cotera+Reed Architects** mcatterall@coterareed.com	**EMAIL**	CGA	**12-14-10**	2222 Rio Grande St. Ste C270 Austin, Texas 78705 P 512-472-3300 F 512-472-3611
39	**SUNLAND GROUP-AUSTIN** cforeman@sunlandgrp.com	**EMAIL**	CGA	**12-14-10**	1033 La Posada, Suite 370 Austin, Texas 78752 P 512-590-7968 F 512-494-0406

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING FIRM'S LOG
RFQ PACKETS

ACCEPTANCE DATE: JANUARY 5, 2011 **BID OPENING TIME: 9:30 A.M.**
DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY –"PROFESSIONAL ARCHITECTURAL POOL SERVICES"
RFQ NO: 2011-002-01-05-CGA

#	NAME OF VENDOR: COMPANY/FIRM	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE AND FAX NO'S / CONTACT PERSON
40	**EARTH CO., LLC** rudy.martinez@earthcorgv.com	**EMAIL**	CGA	**12-14-10**	1306 S. "F" Street Suite A Harlingen, Texas 78550 P 956-428-2443
41	Mayse & Associates, Inc. dgoldston@mayseassociates.com	**EMAIL**	CGA	**12-14-10**	14850 Quorum Drive, Suite 201 Dallas, Texas 75254 P 972-386-0338 ext 218 F 972-386-0578
42	Garza/Bomberger & Associates cvacanarvaja@gbarch.net	**EMAIL**	CGA	**12-14-10**	5545 Fredericksburg Rd. Ste. 100 San Antonio, Texas 78229 V 210-349-7000 F 210-349-7820
43	DBR ENGINEERING CONSULTANTS **Sara Talarczyk** Administrative Asst. SGonzalez@dbrinc.com	**EMAIL**	CGA	**12-14-10**	210.546.0200 v 210.546.0201 f
44	**Megamorphosis/T. Howard & Associates**		CGA	**12-14-10**	1409 N. Stuart Place Rd Ste D Harlingen, Texas 78552 p 956-428-1779 f 956-425-5886 mega@megamorphosisdesign.net
45					
46					
47					
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IN PERSON (IP) 12-14-10
TELEPHONE REQUEST (TR)
PURCHASING VENDOR LIST MAIL OUT (PVLM)
E-MAIL

HIDALGO COUNTY PURCHASING DEPARTMENT														
RFQ-REFERRAL POOL														
DESCRIPTION OF RFQ: "ARCHITECTURAL SERVICES-HIDALGO COUNTY"												RFQ NO: 2011-002-01-05-CGA		
RFQ ACCEPTANCE DATE: JANUARY 05, 2011												ACCPETANCE OPENING TIME: 9:30 A.M.		
PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: FEBRUARY 9, 2011 THROUGH FEBRUARY 8, 2012														
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	Mayse & Associates, Inc. 14850 Quorum Drive. Ste A Dallas, Texas 75254 Ph: 972-386-0338 ext. 218 Fax: -72-386-0578 David Goldston dgoldston@yaseassociates.com	√	√	√	√	√	√	√	√	√	√	√		√	√ LEED
#2	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**	√	√	√	√	√	√	√	√	√	√	√	√	√	
#3	**Alcocer, Garcia & Associates** **Eduardo Alcocer, President** **1333 E. Jasmine Avenue** **McAllen, Texas 78501** **Ph: 956-618-2007** **Fax: 956-618-2008**	√	√	√	√	√	√	√	√	√	√	√		√	
#4	**Ortiz Architecture and Environmental** **Juan Carlos Ortiz, Jr., AIA LEED** **723 South Nebraska Ave.** **Weslaco, Tx 78596** **Ph: 956-867-6969** **Fax: 956-968-1945**	√	√	√	√	√	√	√	√	√	√	√	√	√	

#5	**IDE*A Group LLC** **Jesus Bustos, AIA Principal** **1409 Galveston Ave.** **McAllen, Tx 78501** **Ph:686-6806**		✓	✓		✓		✓	✓	✓	✓		✓	✓	✓
#6	**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	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		
#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	Rheinlander Architects 8500 N Mopac Expwy Ste 402 Austin, Texas 78759	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
#9	**Rike Ogden Figueroa (ROFA)** 1007 Walnut Avenue McAllen, Texas 78501 p 956-686-7771 f 956-687-3433 luis@rofainc.com		✓	✓	✓	✓			✓	✓	✓			✓	
#10	**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	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
#11	**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		✓	✓	✓	✓	✓		✓	✓		✓	✓	✓	
#12	**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	✓	✓		✓		✓		✓	✓			✓		

#13	**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	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓			
14.	**Negrete & Kolar Architects** 204 E. Stubbs St. Edinburg, TX 78539 (956) 386-0611 Fax: (956) 386-0613 dnegrete@nekoarch.com CC:mdtrotter@nekoarch.com cwilson@nekoarch.com		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓		
15.	**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**		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓		

AI-24974 **19.A.6.**

Lease between Hidalgo County and Edinburg Real Estate Network/Mediplex

CC REGULAR

Date:	01/25/2011
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Discussion in connection with the current lease agreement between Hidalgo County and Edinburg Real Estate Network/Mediplex Building.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
		Marty Salazar	01/21/2011 06:24 PM	CREATED
1	Purchasing Department (Originator)	Marty Salazar	01/21/2011 06:27 PM	APRV
2	Budget & Management	Erika Zamora	01/24/2011 08:05 AM	APRV
3	Rosalinda Cantu	Angela Garcia	01/24/2011 09:45 AM	APRV
4	Auditor's Office			NEW

Form Started By: Marty Salazar Started On: 01/21/2011 06:24 PM

AI-24963 **19.B.1.**

Requesting an Amendment to ICA for City of San Juan, Drainage District #1 & County of Hidalgo for Minnesota Drain Project

CC REGULAR

Date: 01/25/2011
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: Purchasing Department **Sub-category:** Prct. 2

Information

CAPTION

Requesting approval of Amendment to Interlocal Cooperation Agreement between City of San Juan, Texas, Hidalgo County Drainage District No.1 and County of Hidalgo, Texas for Minnesota Drainage Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 1342-431-00-122-058-711/733/841
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Additional funding support will be from UCP-TDRA disaster recovery monies.

Attachments

Link: EXECUTED ICA
Link: revised amendment
Link: cost estimate

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/21/2011 04:22 PM	APRV
2	Budget & Management		01/21/2011 05:21 PM	PEND
3	Roland Garcia	Rolando Garcia	01/21/2011 04:58 PM	APRV
4	Auditor's Office		01/21/2011 05:21 PM	NEW
Form Started By: Yolanda Cisneros			Started On: 01/21/2011 03:37 PM	
Final Approval Date: 01/21/2011				

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF SAN JUAN, TEXAS, HIDALGO COUNTY, TEXAS AND HIDALGO COUNTY DRAINAGE DISTRICT NO.1

THIS Agreement is made on this the ____ day of _____, 2010, by and between the **CITY OF SAN JUAN, TEXAS** hereinafter referred to as "San Juan" the **COUNTY OF HIDALGO, TEXAS,** hereinafter referred to as "County" and **HIDALGO COUNTY DRAINAGE DISTRICT NO.1,** hereinafter referred to as "Drainage District," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, San Juan is a home rule municipality located in Hidalgo County, Texas;

WHEREAS, County is a political subdivision in the State of Texas;

WHEREAS, Drainage District is a political subdivision in the State of Texas;

WHEREAS, the parties desire to make drainage improvements to an area encompassed by Raul Longoria Road on the west, Nolana Loop on the south, Owassa Road on the north and Cesar Chavez Road on the east as is more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes;

WHEREAS, the parties, each pursuant to its statutory and constitutional authority, are desirous that the necessary drainage improvements be done in order to alleviate the existing flood problems within their respective territorial jurisdictions;

WHEREAS, the drainage improvements to the area shall include, but not be limited to, construction of a storm sewer pipe, inlets, manholes, safety end treatments and construction of an open channel drainage ditch, concrete riprap, culverts and headwalls and the necessary engineering (collectively the "Drainage Improvements");

WHEREAS, the parties are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Tex. Govt Code 791.001 et. seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

NOW THEREFORE, the County, Drainage District and San Juan, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. San Juan, pursuant to Tex. Trans Code 251.012, authorizes County to make the Drainage Improvements described herein within its corporate city limits.

2. County shall be responsible for the engineering, specifications, surveys, plans and maps necessary to construct the Drainage Improvements.

3. The County shall also be responsible for the acquisition of right of way and/or easement as may be necessary for the Drainage Improvements, including but not limited to, the actual cost for payment to persons owning or having an interest in the property acquired, engineering fees and costs associated with right of way mapping, title reports, appraisal fees, fees for experts, attorneys fees and court costs. All right of way and/or easement required for the open channel drainage ditch shall be in acquired in the name of the County and all right of way and/or easement required for the storm sewer pipe shall be acquired in the name of San Juan.

4. The County shall also be responsible for constructing the Drainage Improvements described herein, either through its own labor, equipment or materials, or through its agents, contractors or subcontractors.

5. The County's costs for the work and services described in paragraphs 2, 3, and 4 above shall not exceed One Million Forty-Two Thousand Two Hundred Fifty Eight Dollars and 91/100th ($1,042,258.91) as is more particularly described in Exhibit "B" attached hereto and incorporated herein for all purposes.

6. San Juan agrees to reimburse the County an amount not to exceed Six Hundred Thousand Dollars and No/100ths ($600,000.00) of TDRA Disaster Recovery funds for the Drainage Improvements within thirty (30) days of receipt of invoice from County by San Juan.

7. San Juan shall be responsible for the maintenance and operation of the storm sewer pipe or any portion thereof so long as such storm sewer pipe remains within the city limits of San Juan.

8. County, through the services of the Drainage District, shall be responsible for the maintenance and operation of the open channel drainage ditch.

9. The Drainage District has determined it is in its best interest to participate in this Agreement and to maintain and operate the open channel drainage ditch as it adjoins/ is part of the Drainage District's master plan and will benefit the operations of the Drainage District.

10. San Juan shall at its sole cost and expense, make any adjustments to utilities which may be necessary for the construction of the Drainage Improvements.

11. County shall cooperate with the City of San Juan in the development of the plans and specifications for the Drainage Improvements. However, all design, plans, specifications and construction for the open channel drainage ditch shall at a minimum, be designed at a level acceptable to the Drainage District.

12. San Juan shall be invited to attend all project meetings and shall be provided reasonable notice of such meetings held by the County or Drainage District or by the County's contractors pertaining to the Drainage Improvements.

13. The parties shall use their best efforts to complete the Drainage Improvements within two (2) years from the effective date of this Agreement.

14. The parties agree it is in their best interest to make the Drainage Improvements as described herein because the Drainage Improvements will serve to alleviate flooding and water overflow that occurs within their respective jurisdictions.

15. **Hold Harmless Clause.** The parties agree to hold each other harmless from any and all liability that may arise and result from either party's performance under this Agreement.

16. **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 in such event the affected provision or provisions of this Agreement. The Agreement shall be modified only to the extent as necessary to conform the agreement to the applicable law bring them within the legal requirements and only during the time such conflicts exists.

17. **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.

18. **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 San Juan, County and the Drainage District, and not otherwise.

19. **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.

20. **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 San Juan:	City of San Juan Attention: Mayor Pedro Contreras 709 S. Nebraska San Juan, Texas 78589
If to County:	Hidalgo County Attention: Rene Ramirez, County Judge P.O. Box 758 Edinburg, Texas 78540-0758
If to Drainage District:	Hidalgo County Drainage District No. 1 Mr. Godfrey Garza 902 N. Doolittle Edinburg, TX 78541
With copy to:	Commissioner, Precinct Number 2 Hector "Tito" Palacios 301 East State Pharr, Texas 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.

21. **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.

22. **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.

23. **Assignment.** This Agreement shall not be assignable.

24. **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.

25. **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.

26. **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.

27. **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

28. **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.

29. **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.

30. The approval of this Interlocal Cooperation Agreement in accordance with Texas Government Code 791.014 is evidenced by Exhibit "C" attached herein.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

CITY OF SAN JUAN, TEXAS

Pedro Contreras, Mayor

ATTEST:

Humberto "Beto" Rodriguez
City Secretary

HIDALGO COUNTY, TEXAS

Rene Ramirez, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

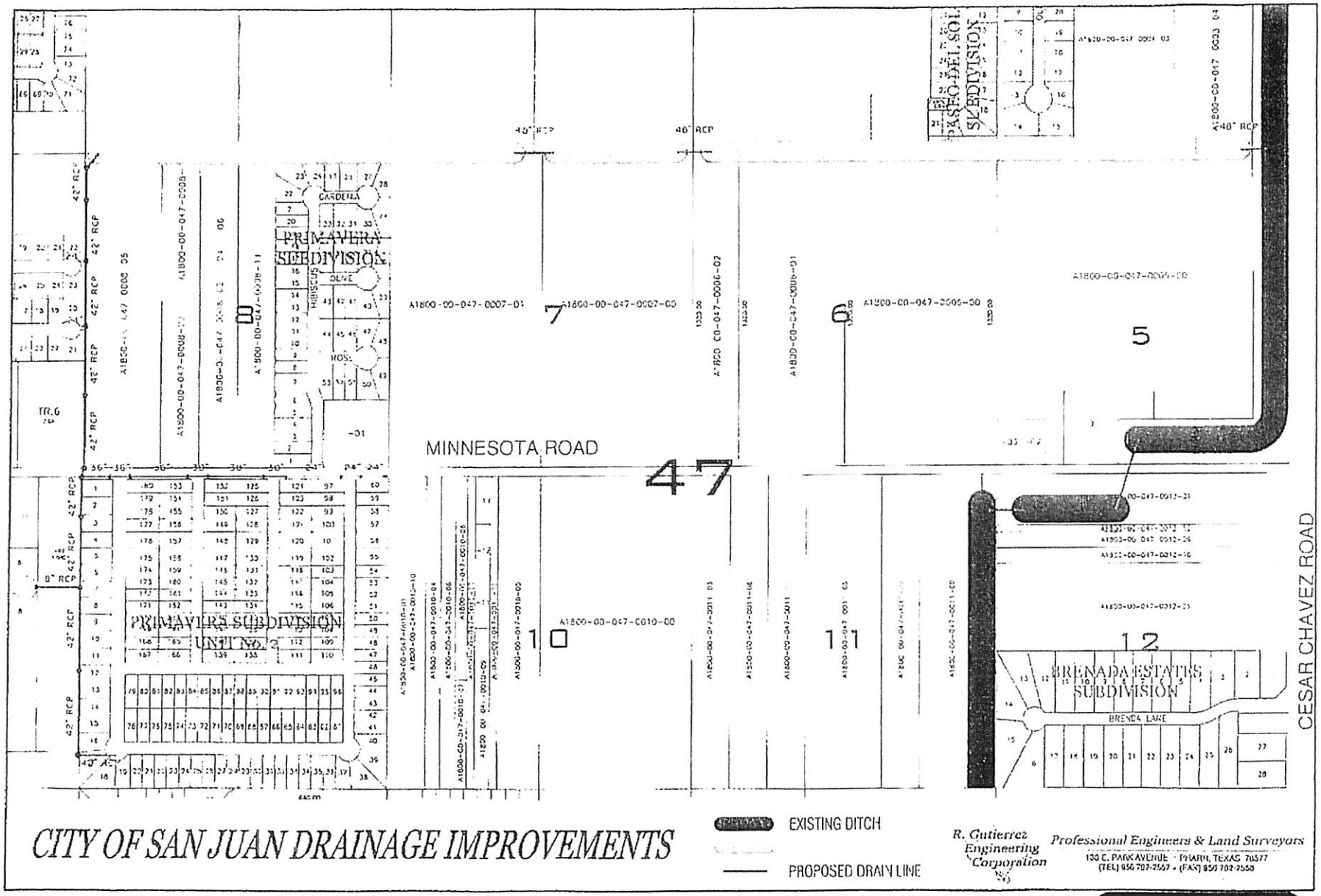
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

Godfrey Garza, Executive Director

APPROVE AS TO FORM:

ATLAS & HALL, L.L.P.

By: Stephen L. Crain



CITY OF SAN JUAN DRAINAGE IMPROVEMENTS

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE · PHARR, TEXAS 78577
(TEL) 956 702-7567 · (FAX) 956 702-7550

EXHIBIT

tabbies

A

EXHIBIT "C"

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF
INTERLCOAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project to construct drainage improvements located in the vicinity of Raul Longoria Road on the west, Nolana Loop on the south, Owassa road on the north and Cesar Chavez on the east (the "Project") through an Interlocal Cooperation Agreement to be entered into between Hidalgo County, City of San Juan and Hidalgo County Drainage District No. 1.

By vote on_____ 2010, the Hidalgo County Commissioners Court has approved the Project identified above.

By: Rene Ramirez, County Judge

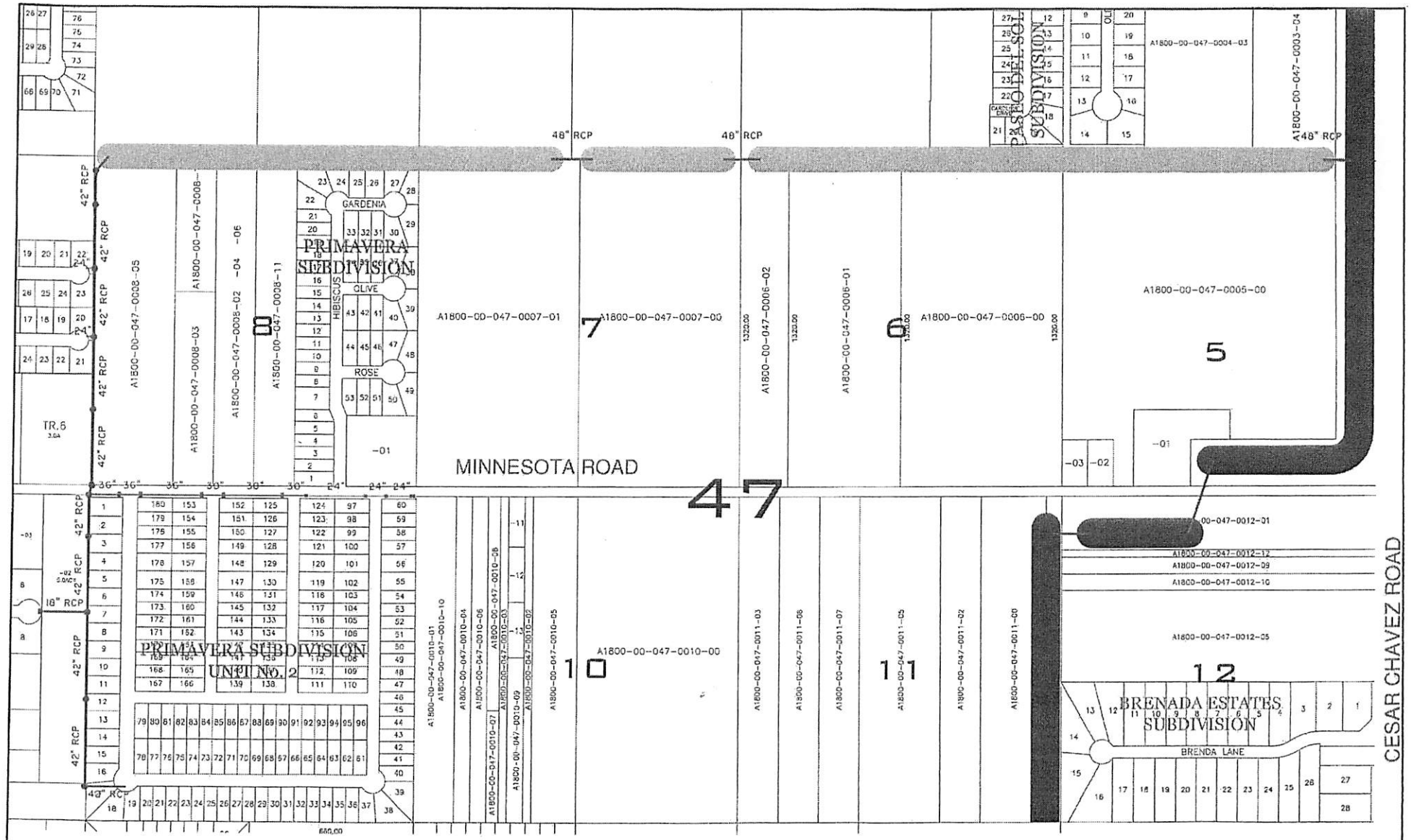
ATTEST:

Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain



CITY OF SAN JUAN DRAINAGE IMPROVEMENTS

EXISTING DITCH

PROPOSED DITCH

PROPOSED DRAIN LINE

R. Gutierrez Engineering Corporation

Professional Engineers & Land Surveyors

130 E. PARK AVENUE • PHARR, TEXAS 78577

(TEL) 956 782-2557 • (FAX) 956 782-2558

EXHIBIT

tabbies

A

R. Gutierrez
Engineering Corporation

HIDALGO CO. PCT 2

7/27/2010

MINNESOTA DRAIN
ULTIMATE DESIGN

PROJECT COST ESTIMATE

ITEM DESCRIPTION	COST	
MINNESOTA DRAIN		
LENGTH OF PROJECT = 1.25 MILES		
PROJECT ESTIMATED CONSTRUCTION COST		$732,542.00
BASIC SERVICES FEE		
Engineering Services Fee (8% of Construction Cost)	$58,603.36	
Topographic Survey Services Fee (2.5% of Construction Cost)	$18,313.55	
Basic Fee (Prelim Eng, Design & Construction Services Fee)	$76,916.91	
RIGHT-OF-WAY SERVICES COST (Add'l Service):		
Obtain Title Reports (Est 16 Parcels @ $600.00/Parcel)	$9,600.00	
Develop Parcels & R.O.W. Map (Est 16 Parcels @ $2,200.00/Parcel)	$35,200.00	
R.O.W. Map Services Fee	$44,800.00	
GEOTECHNICAL INVESTIGATION (Add'l Services)		
Geotechnical Services	$8,000.00	
Geotechnical Investigations Services Fee	$8,000.00	
TOTAL PROJECT PROFESSIONAL SERVICES COST		$129,716.91

TOTAL PROJECT ESTIMATED COST		
ESTIMATED CONSTRUCTION COST	$732,542.00	
PROFESSIONAL SERVICES COST	$129,716.91	
R.O.W. ACQUISITION COST (Est. 9 Ac @ $20,000/Ac)	$180,000.00	
TOTAL PROJECT COST		$1,042,258.91

EXHIBIT
tabbies
B

R. Gutierrez Engineering Corporation

Statement of Probable Cost

Descrip Minnesota Drain - Ultimate Design
Project Eng09.001
By: R.G.
Date: 27-Jul-10

ITEM NO.	DESCRIPTION	UNIT	UNIT COST	ESTIMATED QUANTITY	TOTAL COST
	I. DRAIN DITCH				
1	Ditch Excavation	CY	$3.40	55,959	$190,260.60
2	Ditch Fill	CY	$3.40	8,506	$28,920.40
3	48" R.C.P. CULVERT	LF	$68.00	458	$31,144.00
4	42" R.C.P. CULVERT	LF	$58.00	2,784	$161,472.00
5	36" R.C.P. PIPE	LF	$48.00	460	$22,080.00
5	30" R.C.P. CULVERT	LF	$36.00	430	$15,480.00
6	24" R.C.P. CULVERT	LF	$28.00	480	$13,440.00
7	6' CONC. MANHOLE	EA	$2,600.00	5	$13,000.00
8	TYPE "C" INLET	EA	$1,950.00	3	$5,850.00
9	TYPE "CC" INLET	EA	$2,400.00	3	$7,200.00
10	S.E.T. (24") SLOPE 4:1	LF	$750.00	1	$750.00
11	Concrete Riprap	CY	$350.00	380	$133,000.00
12	Conrete Wingwall	EA	$6,500.00	6	$39,000.00
13	Trench Safety Protection	LF	$1.50	2,900	$4,350.00
				DRAIN DITCH SUB-TOTAL :	$665,947.00
				GRAND TOTAL :	$665,947.00
				10% CONTINGENCY :	$66,595.00
				TOTAL PROBABLE CONSTRUCTION COST :	$732,542.00

exhibit "C"

1. **AI-22788** Authority to purchase heavy machinery and/or equipment detailed herein from the following awarded vendor through Hidalgo County's participation/membership with TASB Buyboard Contract #292-08:

a. One (1) 6330 JD Standard Cab with a HX15 Rot Cut 540 mower - **$58,496.62;**
b. One (1) 7130 JD Standard Cab including: 28' Diamond Boom Mower & Accessories needed- **$ 102,579.58**

a combined total of **$161,076.20** (which includes pricing, delivery, TASB fees & warranty under-Project #2010-329-OGG.

2. **AI-22757** a. Approval to exercise the thirty (30) day written notice of termination (a provided in Article 14, Page 4 of 8 of agreement) of Contract No. C-10-009A-04-13-Javier Garza, dba, International Materials for "Hauling Services For All Road Materials" for Precinct No. 1; and

b. Approval to award to the next low bidder Universal Truckers, Inc. (with a current Contract #C-10-009-04-13) meeting all specifications/requirements for the "Hauling Services For For All Road Materials" for Precinct No. 1(this project was a multiple award-approved by CC-04/13/10).

C. Pct. 2

1. **AI-22814** Discussion, consideration and action including, but not limited to, the following items in connection with Interlocal Cooperation Agreements for Cesar Chavez Drainage, Minnesota Drain and El Gato Road Improvement Projects:
a. Approval of "Order to Rescind Action" taken by CC-6/01/2010 #22/B/1/AI-21391 an Interlocal Cooperation Agreement between Hidalgo County and PSJA ISD;
b. Approval of Interlocal Cooperation Agreement Project, aka, Exhibit "C" - Sioux, Alamo and Cesar Chavez Roads for a drainage improvement Project;
c. Approval of Interlocal Cooperation Agreement between Hidalgo County, PSJA ISD and City of Alamo for Cesar Chavez Drainage Improvement Project located in the vicinity of Sioux, Alamo and Cesar Chavez Roads;
d. Approval to rescind action taken by CC-8/03/2010 #24/B/5/AI-22294 an Interlocal Cooperation Agreement between Hidalgo County and the City of San Juan in connection with the Minnesota Drainage Improvement Project;
e. Approval of Interlocal Cooperation Agreement Project, aka, Exhibit "C" - by Raul Longoria Road on the west, Nolana Loop on the south, Owassa Road on the north and Cesar Chavez of the east, aka, Minnesota Drainage Improvement Project;
f. Approval of Interlocal Cooperation Agreement between Hidalgo County and the City of San Juan in connection with Minnesota Road

CCM 9/7/2010 #21/C/1/d,e,f/

Improvement Project;
g. Approval of Interlocal Cooperation Agreement Project, aka, Exhibit "C" - El Gato Road from Tower to Alamo Roads Improvements;
h. Approval of Interlocal Cooperation Agreement between Hidalgo County, City of Alamo, and PSJA ISD in connection with road improvements to El Gato Road from Tower to Alamo Road.

D. Health & Human Services Dept.

1. **AI-22789** Approval of Request for Payment for Invoice No. 0909306 (McAllen Clinic Renovation) in the amount of $91,214.12 submitted by CAS Companies, L.P., contractor for Hidalgo County Health and Human Services "Renovation of Clinics" (Purchase Order No. 617913, Project No. 2008-221A-MSS).

E. Colonia Access Program Pct. 1

1. **AI-22607** Approval of Application for Payment No. 3- Final in the amount of $1,807.20 from Asago Construction contracted vendor for Chapa North & South Subdivisions as reviewed and submitted by project engineer, TEDSI Infrastructure Group, Inc.-(C-CAP-09-416-11-24).

F. Colonia Access Program Pct. 2

1. **AI-22746** Applicable action on a recommendation by project engineer, R. Gutierrez Engineering to award to the lowest bidder meeting all specifications: OG Construction Company, LLC in the amount of $134,923.00 for Bid No. CAP-10-189-08-25-YSI "Road & Drainage Construction for McColl Estates Subdivision.

G. Sheriff's Office

1. **AI-22764** a. Approval of an Amendment to Lease Agreement #C-07-281-09-25 with O. E. Investments, Inc. for the "LEASE OF TOWER SPACE" for Hidalgo County Sheriff's Office (approved by CC-09/25/07);

b. Requesting authority to exercise the Sixty (60) Day grace period extension, as provided in the current contract for: "LEASE OF TOWER SPACE" for the Hidalgo County Sheriff's Office, under the same rates, terms and conditions with O.E. INVESTMENTS, INC., effective 10/01/10 - 11/29/10 so as to have no lapse in service while the procurement process is completed.

H. Co. Wide

1. HIDALGO COUNTY RE: REAL ESTATE ACQUISITIONS-
Requesting authority to obtain and approval of (when applicable), including, but not limited to, the following items necessary in anticipation of real property/estate acquisition(s): fair market value appraisals, inspections, surveys, all phases-environmental

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF SAN JUAN, TEXAS, HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1 AND THE COUNTY OF HIDALGO, TEXAS

This Amendment to Interlocal Cooperation Agreement by and among the City of San Juan, Hidalgo County Drainage District # 1 and the County of Hidalgo ("AMENDMENT") is made pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, on or about September 09, 2010 the City of San Juan (the "City"), Hidalgo Drainage District # 1 (the "District") and Hidalgo County (the "County") entered into an Inter local Cooperation Agreement ("the Agreement") regarding certain drainage work improvements (the "Minnesota Drainage Project");

WHEREAS, numbered paragraph 5 of the Agreement stated that the County's costs for work and services would not exceed the stated sum;

WHEREAS, the City, the District and the County now desire to amend the Interlocal Agreement to reflect modified total projected costs; and

NOW THEREFORE, for and in consideration of the modified projected costs, and agreed upon Amendment to the Inter local Agreement, the City, the District and the County hereby agree to the following amendment to the Interlocal Agreement:

1. Numbered paragraph 5 of the Agreement is deleted in its entirety and the following is inserted in lieu thereof:

   "The County's costs for the work and services described in paragraphs 2, 3, and 4 above shall not exceed One Million One Hundred Thirty Five Thousand Four Hundred Eight Dollars and 39/100th ($1,135,408.39) as is more particularly described in Exhibit "B" attached hereto and incorporated herein for all purposes".

2. Exhibit B is deleted in its entirety and Exhibit B as attached hereto as Attachment A is hereby inserted in lieu thereof.

3. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect and the City of San Juan, Hidalgo County Drainage District # 1 and Hidalgo County ratify and confirm the terms and provisions of the Agreement as amended.

EXECUTED IN TRIPLICATE ORIGINALS and effective as of the 25th day of January, 2011.

CITY OF SAN JUAN, TEXAS

By: _____
Pedro Contreras, Mayor

ATTEST:

By:_____
Humberto "Bobby" Rodriguez, City Secretary

HIDALGO COUNTY DRAINAGE DISTRICT # 1

By:_____
Godfrey Garza, Executive Director

HIDALGO COUNTY, TEXAS

By:_____
Ramon Garcia, County Judge

ATTEST:

By:_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

By:_____
Stephen L. Crain

R. Gutierrez
Engineering Corporation

CITY OF SAN JUAN
HIDALGO CO. PCT 2

1/18/2011

MINNESOTA DRAIN
INTERIM DESIGN
(W/O DETENTION) **

PROJECT COST ESTIMATE

ITEM DESCRIPTION		COST
MINNESOTA DRAIN		
LENGTH OF PROJECT = 1.25 MILES		
PROJECT ESTIMATED CONSTRUCTION COST		**$663,718.00**
BASIC SERVICES FEE		
Engineering Services Fee (8% of Construction Cost)	$53,097.44	
Topographic Survey Services Fee (2.5% of Construction Cost)	$16,592.95	
Basic Fee (Prelim Eng, Design & Construction Services Fee)	$69,690.39	
RIGHT-OF-WAY SERVICES COST (Add'l Service):		
Obtain Title Reports (Est 16 Parcels @ $600.00/Parcel)	$9,600.00	
Develop Parcels & R.O.W. Map (Est 16 Parcels @ $2,200.00/Parcel)	$35,200.00	
R.O.W. Map Services Fee	$44,800.00	
GEOTECHNICAL INVESTIGATION (Add'l Services)		
Geotechnical Services	$8,000.00	
Geotechnical Investigations Services Fee	$8,000.00	
TOTAL PROJECT PROFESSIONAL SERVICES COST		**$122,490.39**

TOTAL PROJECT ESTIMATED COST		
ESTIMATED CONSTRUCTION COST	**$663,718.00**	
PROFESSIONAL SERVICES COST	**$122,490.39**	
R.O.W. ACQUISITION COST (Est. 9 Ac @ $20,000/Ac)	**$180,000.00**	
EASEMENT ACQUISITION COST (Est. 50,000 SF @ $2.00/SF)	**$100,000.00**	
APPRAISAL REPORTS (@ $2,500.00 per Parcel)	**$40,000.00**	
REVIEW APPRAISALS (@ $600.00 per Parcel)	**$9,600.00**	
CLOSING COSTS (@ $600.00 per Parcel)	**$9,600.00**	
MISCELLANEOUS LEGAL COSTS	**$10,000.00**	
TOTAL PROJECT COST		**$1,135,408.39**

R. Gutierrez Engineering Corporation

Statement of Probable Cost

Description: Minnesota Drain - Interim w/o Detention **
Project: Eng09.001
By: R.G.
Date: 5-Jan-11

ITEM NO.	DESCRIPTION	UNIT	UNIT COST	ESTIMATED QUANTITY	TOTAL COST
	I. DRAIN DITCH				
1	Ditch Excavation	CY	$2.50	58,305	$145,762.50
2	Ditch Fill	CY	$2.50	27,009	$67,522.50
3	Detention Pond Excavation	CY	$2.50	0	$0.00
4	7'x5' CONC BOX CULVERT	LF	$260.00	156	$40,560.00
5	7'x6' CONC BOX CULVERT	LF	$270.00	156	$42,120.00
6	3'X3' CONC BOX CULVERT	LF	$125.00	138	$17,250.00
7	42" R.C.P. CULVERT	LF	$55.00	2,714	$149,270.00
8	36" R.C.P. CULVERT	LF	$44.00	448	$19,712.00
9	30" R.C.P. CULVERT	LF	$32.00	619	$19,808.00
10	24" R.C.P. CULVERT	LF	$26.00	602	$15,652.00
11	18" R.C.P. CULVERT	LF	$20.00	392	$7,840.00
12	MANHOLE (TY A1)	EA	$2,400.00	4	$9,600.00
13	TYPE "C" INLET	EA	$2,000.00	11	$22,000.00
14	Concrete Riprap	CY	$320.00	77	$24,640.00
15	Conrete Wingwall (H=6 FT)	EA	$3,200.00	2	$6,400.00
16	Conrete Wingwall (H=5 FT)	EA	$3,000.00	2	$6,000.00
17	Conrete Wingwall (H=3 FT)	EA	$2,400.00	1	$2,400.00
18	Trench Safety Protection	LF	$1.50	4,562	$6,843.00
				DRAIN DITCH SUB-TOTAL :	$603,380.00
				GRAND TOTAL :	$603,380.00
				10% CONTINGENCY :	$60,338.00
				TOTAL PROBABLE CONSTRUCTION COST :	$663,718.00

** Note: Drain ditch design without detention will not handle a 2-year design frequency storm and may cause water to be backed up in the streets within the subdivisions and low-lying areas being serviced by this ditch.

AI-24938 **19.B.2.**

Approval of Work Authorization No. 2 for L J Drainage Project
CC REGULAR

Date: 01/25/2011
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 Work Authorization No. 2 for R. Gutierrez Engineering Corporation (Contract #C-10-376-12-14), with estimated fee of $4,800.00, provided by project engineer for Boundary Survey Parcels for LJ Drainage Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** X-1342-431-00-122-038-0-XXX
FUNDS AVAILABLE Y/N?: Y/Pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

** LIT (AI-24940)

Attachments

Link: WA #2

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/21/2011 02:51 PM	APRV
2	Budget & Management	Erika Zamora	01/21/2011 03:07 PM	APRV
3	Roland Garcia	Rolando Garcia	01/21/2011 04:27 PM	APRV
4	Auditor's Office		01/21/2011 05:21 PM	PEND

Form Started By: Yolanda Cisneros Started On: 01/20/2011 03:55 PM

Final Approval Date: 01/21/2011

HIDALGO COUNTY
Professional Engineering Services
Contract # C-10-376-12-14
Work Authorization Form

Work Authorization No. 2

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1 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**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the **Engineer** to provide professional engineering and surveying services for Boundary Surveying for use in developing a proposed drainage improvement project. The proposed project is to provide improvements to an existing drain ditch located approximately 0.25 miles south of and parallel to Owassa Road north of Alamo, Texas. The proposed drainage improvements will begin at Cesar Chavez Road on the west and terminate approximately 1.0 miles east of Tower Road at the existing Hidalgo County Drainage District No. 1 drain ditch known as the Alamo Lateral.

The scope of services to be provided by the **Owner** is identified in **Attachment A – Services to be Provided by the Owner** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **Attachment B – Services to be Provided by the Engineer** attached hereto.

PART 2. ESTIMATED COST
The estimated cost for services under this Work Authorization is included in **Attachment D – Proposed Fee**. The actual amount payable for services under this Work Authorization will be in accordance with Article 5.

PART 3. PAYMENT
Payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Article 8.

PART 4. FUNDING
This Work Authorization shall be funded through funding source:

Account No. X-1342-431-00-122-038-0-711

Requisition No. _____ (must be included after CC approval)

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate upon completion of the scope of services of the work as provided in Article 3.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACCEPTANCE AND ACKNOWLEDGEMENT
This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of ___ day of _____, 2011.

ENGINEER:

R. Gutierrez Engineering Corporation

By: _____
Name: Ramiro Gutierrez, P.E.
Title: President

OWNER:

COUNTY OF HIDALGO

By: _____
Name: Hector "Tito" Palacios
Title: Commissioner Pct. No. 2

By: _____
Name: Ramon Garcia
Title: County Judge

LIST OF ATTACHMENTS

ATTACHMENT A – Services to be Provided by the Owner
ATTACHMENT B – Services to be Provided by the Engineer
ATTACHMENT C – Work Schedule
ATTACHMENT D – Proposed Fee

HIDALGO COUNTY
Professional Engineering Services
Contract # C-10-376-12-14

Work Authorization No. 2

ATTACHMENT A
Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Project**.

General
The **Owner** will provide to the **Engineer** the following:

(1) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 5 and Article 6, both of this Agreement.

(2) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.

(3) Provide any available relevant data the **Owner** may have on file concerning the project.

(4) Provide timely review and decisions in response to the **Engineer**'s request for information and/or required submittals and deliverables.

(5) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

(6) Assist **Engineer** with obtaining permission to enter on properties for the purpose of surveying for the project.

HIDALGO COUNTY
Professional Engineering Services
Contract # C-10-376-12-14
Work Authorization Form

Work Authorization No. 2

ATTACHMENT B
Services to be Provided by the Engineer

The scope of work will consist of boundary surveying for use in developing a proposed drainage improvement project. The proposed project is to provide improvements to an existing drain ditch located approximately 0.25 miles south of and parallel to Owassa Road north of Alamo, Texas. The proposed drainage improvements will begin at Cesar Chavez Road on the west and terminate approximately 1.0 miles east of Tower Road at the existing Hidalgo County Drainage District No. 1 drain ditch known as the Alamo Lateral.

1) Boundary Surveying Services. The Engineer, utilizing the services of a Registered Public Land Surveyor, will develop a boundary survey for the Owner to use in acquiring rights to the property. The surveyor will utilize ownership information obtained from an independent contractor or provided by the Owner in developing the boundary survey. The surveyor will perform field surveying to establish the existing boundary lines and easement boundaries. The surveyor will prepare field notes and parcel sketches, signed and sealed by a Registered Professional Land Surveyor, for the property surveyed. The surveyor will perform any necessary revisions to the boundary survey, field notes and parcel sketches as may be required.

Miscellaneous. Hidalgo County will assist the engineer in obtaining the right-of-entry from the adjacent property owners.

HIDALGO COUNTY
Professional Engineering Services
Contract # C-10-376-12-14
Work Authorization Form

Work Authorization No. 2

ATTACHMENT C
Work Schedule

The schedule for the work in this Work Authorization shall commence on the date of execution of this Work Authorization and continue for:

(1) a period which may reasonably be required for performing the topographic and boundary surveying services called for as described in Attachment B of this Work Authorization including any extra work and any required additions thereto; or

(2) a period extending 12 months after the completion of the services called for as described in Attachment B of this Work Authorization.

The final acceptance by the Owner of the services called for as described in Attachment B of this Work Authorization shall serve as evidence of completion of the work on this Work Authorization.

Boundary Survey

Proposed Fee

TASK	COST
Topographic and Boundary Survey Services Fee	
BOUNDARY SURVEY (Est. 2 Parcels @ $1800 per Parcel)	$3,600
TITLE REPORTS (Est. 2 Parcels @ $600 per Report)	$1,200
TOTAL (Suveying Services Fee)	**$4,800**

Note: Boundary Surveying will be billed for the actual amount of Parcels surveyed at the rate of $1,800 per parcel.
Title Reports will be billed for the actual amount of Reports obtained at the rate of $600 per report.

R. Gutierrez Engineering Corporation

January 14, 2011

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
300 W. Hall Acres
Pharr, TX 78577

RE: Work Authorization No. 2 – Boundary Survey Parcels for LJ Drainage Project
Project No. ENG10.102

Dear Commissioner Palacios:

Enclosed are two original signature copies of a proposed Work Authorization No. 2 of the 2010 Road & Bridge Contract. This work authorization is for professional services associated with the surveying services to be provided to the county for the development of parcels for the LJ Drainage Project.

If this Work Authorization No. 2 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

R. Gutierrez Engineering Corporation — Transmittal Form

TO: Comm. Palacios
300 W. Hall Acres
Pharr, TX
Hidalgo County Pct. 2

FROM: Ramiro Gutierrez
SUBJECT: LJ Drainage Paltes
PROJECT NO.: Eng10.102
DATE: 1/14/11

WE ARE SENDING YOU X ATTACHED ___ UNDER SEPARATE COVER VIA Hand Delivery THE FOLLOWING ITEMS:

___ BLUEPRINTS ___ PLANS ___ SHOP DRAWINGS ___ CD
___ CHANGE ORDER ___ SAMPLES ___ PAYMENT REQUEST ___ OTHER: INVOICE
___ BID TABULATION X CONTRACT DOCUMENTS ___ RECORD DRAWINGS ___ 3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1	1/14	Cover Letter
2	-	WA #2

THESE ARE TRANSMITTED AS CHECKED BELOW:

___ FOR BIDS DUE ___ APPROVED AS NOTED ___ FOR YOUR RECORDS
X FOR APPROVAL ___ APPROVED AS SUBMITTED ___ FOR YOUR ACKNOWLEDGEMENT
___ FOR YOUR USE ___ RETURN FOR CORRECTIONS ___ RESUBMIT FOR APPORVAL
___ AS REQUESTED ___ FOR FURTHER PROCESSING ___ ON LOAN
___ FOR REVIEW AND COMMENT ___ FOR SIGNATURE ___ OTHER

COMMENTS:

Copy Distribution: file

Received by: X Jeanette Bello

130 East Park Ave. - Pharr, TX 78577 - Tel: 956 - 782 - 2557 - Fax: 956 - 782 - 2558 - Email: jaime@rgutierrezengineering.com

AI-24951 **19.B.3.**

Approval-Material Testing Service Contract and WA#1 with Millenium Engineers

CC REGULAR

Date:	01/25/2011
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 2

Information

CAPTION

A. Acceptance and approval to execute an "On Call" professional engineering services contract with Millenium Engineers Group for, "Construction Material Testing for All Projects" for Precinct No. 2 as approved for negotiations on CC 01/18/11. C-11-042-01-25;

B. Presentation for consideration, discussion, acceptance, and approval of Work Authorization No. 1 (with a estimated cost of $27,094.00) for "Tower Road Improvements Project (Moore Rd to El Gato Rd)" with Millennium Engineers Group, Inc., to provide construction material testing engineer services to Hidalgo County Precinct No. 2. C-11-042-01-25

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-122-006-0-731

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

BUDGETARY IMPACT:

Available Bal. $50,000

Attachments

Link: Work Authorization

Link: Draft Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/21/2011 04:51 PM	APRV
2	Budget & Management	Erika Zamora	01/21/2011 04:55 PM	APRV
3	Roland Garcia	Rolando Garcia	01/21/2011 05:12 PM	APRV
4	Auditor's Office		01/21/2011 05:21 PM	NEW

Form Started By: Rocio Villarreal Started On: 01/21/2011 11:27 AM

Final Approval Date: 01/21/2011

HIDALGO COUNTY
Agreement #C-11-042-01-25
Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, Millennium Engineers Group, Inc., hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Laboratory** to provide Construction Materials Testing for the Tower Road Improvements Project (Moore Road to El Gato Road).

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

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

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $ 27,094.00.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

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

PART 4. FUNDING

This Work Authorization No.1 shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_-_ _ _

Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS

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

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No.2 Commissioner Hector "Tito" Palacios as to content and detail of this Work Authorization No. 1.

HIDALGO COUNTY
COMMISSIONER PRECINCT No. 2:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on January 25, 2011 as indicated below and effective as of _____ day of _____, 2011.

THE LABORATORY:
Millennium Engineers Group, Inc.

_____
By: Raul Palma, P.E.

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
by: Arturo Guajardo Jr., County Clerk

EXHIBIT "A"

SCOPE OF SERVICES TO BE PROVIDED BY THE COUNTY

EXHIBIT "A"

Services to be Provided by County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

EXHIBIT "B"

SCOPE OF SERVICES TO BE PROVIDED BY THE LABORATORY

Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Geotechnical Laboratory services, Construction Materials Testing Services, Construction Observation Services and Environmental Services for: Hidalgo County Precinct No.2 Projects, **"ON A AS NEEDED BASIS"** and projects is as follows:

A. Preliminary Phase:

1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
2) Provide for the necessary geotechnical investigation and testing necessary to develop design.
3) Provide environmental studies as may be necessary to complete a project.
4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
3) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
5) Provide assistance to the OWNER in providing pavement rehabilitation recommendation for the design, construction and maintenance projects.
6) Provide assistance to the OWNER in providing pavement condition studies.
7) Furnish the OWNER all necessary report for preliminary design, design, and construction and maintenance projects.

C. Construction/Maintenance Phase:

1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed

construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.

2) Consult and advise with the OWNER during construction.
3) Provide construction materials testing for construction and maintenance project as required by the project plans and specifications and/or specified by the project design Laboratory.
4) Review all material designs as requested by the OWNER and/or project design Laboratory.
5) Furnish the OWNER all necessary reports for construction and maintenance projects.
6) Provide construction observation services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other:

1) Act for Owner in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society for Testing and Materials, where applicable, or other standards designated by County.
3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devices of accuracy traceable to the National Institute for Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
4) Promptly submit formal construction materials testing reports for all tests, observations and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which tests were made.
5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from Owner prior to undertaking.

EXHIBIT "D"

COST PROPOSAL

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Proposal

Date	Proposal No.
1/21/2011	01-11-101M

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Name / Address
Commisioner Hector "Tito" Palacios Hidalgo County Precinct No. 2 301 E. State St. Pharr, Texas 78577

Project Name
Tower Rd. Improv(Moore Rd.to El Gato Rd.)

Description	Qty	Cost	Total
Atterberg Limits (each test)	15	61.00	915.00
Gradation (Dry) (each test)	3	55.00	165.00
Passing No. 200 Sieve (each test)	3	42.00	126.00
Standard Proctor (each test)	3	175.00	525.00
TxDOT Proctor (each test)	3	185.00	555.00
Field Density (each test)	54	22.00	1,188.00
Wet Ball Mill (each test)	3	185.00	555.00
Air Content (Pressure)(each test)	10	20.00	200.00
Concrete Cylinders (each cylinder)	40	16.00	640.00
Extraction, Grad. and % Asphalt (each test)	8	225.00	1,800.00
Theoretical Max Specific Gravity (each test)	16	60.00	960.00
Asphalt Density (each test)	22	22.00	484.00
Asphalt Cores (each core)	22	60.00	1,320.00
Lab Density (each test)	8	65.00	520.00
Engr. Technician (Soils) (per hour)	66	41.00	2,706.00
Engr. Technician (Concrete)(per hour)	60	44.00	2,640.00
Engr. Technician (Asphalt)(per hour)	64	44.00	2,816.00
Vehicle Charge (Soils) (per trip)	33	37.00	1,221.00
Vehicle Charge (Concrete)(per trip)	20	37.00	740.00
Vehicle Charge (Asphalt)(per trip)	16	37.00	592.00
Principal Engineer (per hour)	14	125.00	1,750.00
Project Management (per hour)	18	67.00	1,206.00
Clerical/Administrative	35	40.00	1,400.00
Test Report	69	30.00	2,070.00

MEG Appreciates The Opportunity to Serve You.
Local People Helping To Build The Rio Grande Valley.

Total $27,094.00

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-11-042-01-25

THIS AGREEMENT is made effective the 25 day of January, 2011 by and between **HIDALGO COUNTY, TEXAS,** ("County") and **Millennium Engineers Group, Inc.** a Texas Corporation ("Laboratory").

W I T N E S S E T H:

WHEREAS, the County is vested with the responsibility of providing construction materials testing (the "Services") for "Hidalgo County Precinct No. 2 Projects;" **(ON AN AS NEEDED BASIS)**

WHEREAS, the County has determined that the services of a professional laboratory company is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254 (the "Texas Professional Services Procurement Act"), the County requested proposals from a professional laboratory to assist the County by providing the Services;

WHEREAS, County has selected the Laboratory to provide the Services within Hidalgo County Precinct No. 2, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Laboratory do mutually agree as follows:

1. **Scope of Services.** The County will provide to Laboratory the services described in Exhibit "A" attached hereto and entitled "Services to be Performed by County." Laboratory agrees to provide to County with the work described in Exhibit "B", "Services to be Performed by the Laboratory."

2. **Non-Exclusive Services of Laboratory.** Hidalgo County reserves the right to request these services from other sources other than the Laboratory and shall not be in violation of any terms or conditions of this Agreement.

3. Term. This Agreement becomes effective when fully executed by both parties and will terminate one (1) year from the date of execution or unless sooner terminated as provided herein. The Laboratory will not begin to work or incur costs until authorized in writing by the County with each "Work Authorization" particularly described in Exhibit "D."

4. Compensation. The maximum amount payable under this Agreement shall not exceed the amount for each work authorization unless an amendment is executed as provided hereinafter. The Laboratory shall submit periodic requests for payment within (30) thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Laboratory agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Laboratory shall be mailed to the address shown in numbered paragraph 24 herein.

5. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Laboratory, or of a subcontractor, the Laboratory shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay their work.

6. Amendments. If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement

Form) more particularly described in Exhibit "E" within the agreement. The County retains the right to reject any such amendment proposed by the Laboratory. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Laboratory, the County shall require the Laboratory to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Laboratory, the County will reimburse the Laboratory for the additional work at the same rate of pay established in Exhibit "C," "Laboratory Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

7. Reporting. The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the Agreement, including:

a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and any County or, if Federal Funds are involved, Federal assistance needed to resolve the situation.

b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

8. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Laboratory or furnished to the Laboratory by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction

or limitation on their further use. The Laboratory may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

9. Suspension of Work. Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Laboratory, followed by written confirmation from the County to Laboratory to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Laboratory to that effect. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the County to the Laboratory. The sixty-day notice may be waived as agreed in writing by both the County and Laboratory. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

10. Progress and Coordination. The Laboratory shall, from time to time during the progress of the work, confer with the County. The Laboratory shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Laboratory's services and work.

At the request of the County or the Laboratory, conferences shall be provided at the Laboratory's office, the offices of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Laboratory's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding the Laboratory's preliminary report will be addressed by the Laboratory in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the Laboratory's Services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the Laboratory's Services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "D", attached hereto, the County shall review the approved Work Authorization with the Laboratory to determine the corrective action needed by either the County or the Laboratory.

The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the progress of the Laboratory's Services and work and the approved Work Schedule, including:

a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the Laboratory within established time periods; this disclosure will be accompanied by a statement by the Laboratory of recommended or immediate action taken, or contemplated, and any Owner or other agency or entity assistance needed to resolve the situation: and

b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

11. Independent Contractor. Laboratory must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the Services provided by Laboratory under this Agreement. Notwithstanding the foregoing sentence, Laboratory represents and maintains that it is an Independent Contractor and is not an employee of Hidalgo County, Texas or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Laboratory agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

12. Subcontracting and Assignment. The Laboratory shall not assign subconsultant or transfer the Laboratory's interest in this Agreement without the prior written consent of the County. The Laboratory shall bind every subconsultant by written contract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Laboratory of any responsibilities under this Agreement.

13. Voluntary Termination. County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Laboratory.

14. Insurance. Laboratory agrees to provide liability insurance covering its activities in providing the Services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

15. Payment of Franchise Tax. The Laboratory hereby certifies that the Laboratory is not delinquent in Texas franchise tax payments, or that the Laboratory is exempt from, or not subject to, such tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the County.

16. No Assignment. Except as otherwise herein provided, Laboratory may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

17. Conflict. 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 Agreement, 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 the legal requirements and only during the time such conflict exists.

18. Termination by County. If Laboratory fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Laboratory fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Laboratory.

19. 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.

20. Entire Agreement. This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Laboratory, and not otherwise.

21. Venue. 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.

22. Hold Harmless. In the event Laboratory should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Laboratory shall hold harmless and indemnify County from any and all obligations, liabilities, cause of action, lawsuits, damages, and assessments, including legal fees, etc., that from the Laboratory's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

23. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement

of this Agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

24. Notices. Expect 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 a registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County:	County of Hidalgo Attention: County Judge 100 East Cano, 2nd Floor Edinburg, Texas 78539
If to Laboratory:	Millennium Engineers Group, Inc. Attn: Mr. Raul Palma, P.E. President 705 Dawson Drive Edinburg, Texas 78539

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

25. Executions of Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

26. Binding Agreement. 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.

27. Gender. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

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

29. Professional Seal. All documents and data furnished by the Laboratory to the County shall bear Professional seal of a licensed Engineer employed by the Laboratory.

EXECUTED as of the day and year first written above.

COUNTY:
COUNTY OF HIDALGO, TEXAS

By: _____
Ramon Garcia, County Judge

LABORATORY:

Millennium Engineers Group, Inc.

By: Raul Palma

Printed Name Raul Palma

Title: President

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court on _____

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

By:_____
Stephen L. Crain, Attorney

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be provided by the County
EXHIBIT B	-Scope of Services to be provided by the Laboratory
EXHIBIT C	-Laboratory's Rates
EXHIBIT D	-Work Authorization Form
EXHIBIT E	-Supplemental Agreement Form
EXHIBIT F	-Certificates of Insurance

EXECUTED as of the day and year first written above.

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COUNTY OF HIDALGO, TEXAS

By: _____
Ramon Garcia, County Judge

LABORATORY:

Millennium Engineers Group, Inc.

By: Raul Palma

Printed Name Raul Palma

Title: President

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court on _____

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

By:_____
Stephen L. Crain, Attorney

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LABORATORY:

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By: Raul Palma

Printed Name Raul Palma

Title: President

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court on _____

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

By:_____
Stephen L. Crain, Attorney

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EXHIBIT "A"

SCOPE OF SERVICES TO BE PROVIDED BY THE COUNTY

EXHIBIT "A"

Services to be Provided by County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

EXHIBIT "B"

SCOPE OF SERVICES TO BE PROVIDED BY THE LABORATORY

Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Geotechnical Laboratory services, Construction Materials Testing Services, Construction Observation Services and Environmental Services for: Hidalgo County Precinct No.2 Projects, **"ON A AS NEEDED BASIS"** and projects is as follows:

A. Preliminary Phase:

1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
2) Provide for the necessary geotechnical investigation and testing necessary to develop design.
3) Provide environmental studies as may be necessary to complete a project.
4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
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4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
5) Provide assistance to the OWNER in providing pavement rehabilitation recommendation for the design, construction and maintenance projects.
6) Provide assistance to the OWNER in providing pavement condition studies.
7) Furnish the OWNER all necessary report for preliminary design, design, and construction and maintenance projects.

C. Construction/Maintenance Phase:

1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed

construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.

2) Consult and advise with the OWNER during construction.
3) Provide construction materials testing for construction and maintenance project as required by the project plans and specifications and/or specified by the project design Laboratory.
4) Review all material designs as requested by the OWNER and/or project design Laboratory.
5) Furnish the OWNER all necessary reports for construction and maintenance projects.
6) Provide construction observation services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other:

1) Act for Owner in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society for Testing and Materials, where applicable, or other standards designated by County.
3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devices of accuracy traceable to the National Institute for Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
4) Promptly submit formal construction materials testing reports for all tests, observations and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which tests were made.
5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from Owner prior to undertaking.

EXHIBIT "C"

LABORATORY'S RATES

EXHIBIT "C"
ENGINEER'S CONTRACT FEE SCHEDULE

For the services to be provided by the ENGINEER the charge will be on the basis of the units and unit fee rates established in this schedule of tests, staff personnel services and additional services. The overtime premium, required by the Fair Labor Standards Act for nonexempt classifications, will be charged for overtime hours worked because of the County's requirements and its authorization. However, except for the overtime premium, the maximum charges shall not exceed the rates shown in this schedule.

Soils and Aggregate Section

Material Preparation Time (per hour)	$41.00
Atterberg Limits (each test)	61.00
Sieve Analysis	
Dry through No. 40 (each test)	55.00
Additional Sieves (each sieve)	12.00
Percent Passing No. 200 Sieve (each test)	42.00
Moisture Density Relationship	
Standard Proctor (each test)	175.00
Modified Proctor (each test)	185.00
TxDOT Proctor (each test)	185.00
Nuclear Density Test (In conjunction with Inspection)	
Nuclear Density Test (each test)	22.00
Depth Test (each test)	6.00
Wet Ball Mill (each test)	185.00
Determination of Optimum Lime Content	
PI Method – (each test)	275.00
Tex 121-E - (each test)	275.00
PH Method - (each test)	275.00
Additional Points (each point)	75.00
California Bearing Ratio (each test)	600.00
Additional Specimens (each specimen)	150.00
Small Moisture Content of Aggregates and Base (each test)	8.00
Large Moisture Content of Aggregates and Base (each test)	35.00
Linear Shrinkage (each test)	65.00
pH (each test)	70.00
Resistivity of Soils (each test)	85.00
Specific Gravity (each test)	75.00
Unit Weight (each test)	45.00
Soundness (each test)	425.00

Bituminous Section

Material Preparation Time (per hour)	$44.00
Sieve Analysis for Fine and Coarse Aggregate (Tex 200-F or ASTM)	
Dry (each test)	55.00
Additional Sieves (each sieve)	12.00
Sand Equivalent (each test)	55.00
Extraction & Gradation, Percent Asphalt (each test)	225.00
Asphalt Cores (each core)	60.00
Thickness of Cores (each core)	15.00
Theoretical Maximum Specific Gravity of Mixtures (each test)	60.00
Lab Density (each test)	65.00
Effect of Water on Bituminous Paving Mixtures (each test)	75.00
Hveem Stability (each test)	105.00
Coring Rig (per day)	75.00
Asphaltic Concrete Design and Other Services	By Quote
Percent Passing No. 200 Sieve (per test)	42.00

Concrete Section

Material Preparation Time (per hour)	$44.00
Slump Test (In conjunction with Inspection)	
Slump Test (each test)	18.00
Air Content of Fresh Concrete (In conjunction with Inspection)	
Pressure (each test)	20.00
Volumetric (each test)	35.00
Concrete Cylinder Compressive Strength Test (each cylinder)	16.00
Strip & Hold Cylinder (each cylinder)	10.00
Concrete Beam Flexure Strength Test	
6x6x22 (each beam)	30.00
Strip & Hold Beam (each beam)	10.00
Concrete Cores By Circumference Area (Min. 100 sq. in.)	2.00/sq. in.
Sawing of Concrete Cylinders or Cores (per end, per core)	25.00
Thickness of Cores (each core)	15.00
Coring Rig (per day)	75.00
Portland Cement Concrete Design or other services	By Quote

Masonry Section

Material Preparation Time (per hour)	$44.00
Grout Prism (each prism)	24.00
Mortar Prism (each prism)	24.00

Soil Exploration and Geotechnical Services

Drilled Borings	
In Soil, 0 – 50 feet (per foot)	$19.00
In Soil, 50 – 100 feet (per foot)	22.50
In Rock	By Quote
Non-Conventional Drilling	By Quote
Standard Penetration Test (each test)	12.00
Texas Cone Penetration Test (each test)	20.00
Shelby Tube Sampling (each test)	20.00
Mobilization and Demobilization - In Rio Grande Valley (each trip)	350.00
Mobilization and Demobilization - Outside Rio Grande Valley (each mile)	3.50/mile
Mobilization of Non-Conventional Drilling Equipment	By Quote
Trip Charge For Logger (each mile)	0.60
Standby Time, Rig plus 2 man crew (per hour)	200.00
Well Installation	By Quote
Technician To Log Soil Test Boring (per hour)	48.00
Field Coordination	
Field Engineer (per hour)	115.00
Utility Clearance (per hour)	65.00
Flagman (per hour)	41.00
Per Diem (If required)	Cost + 15%
Unconfined Compression (each test)	40.00
Moisture Content (each test)	9.00
Grout Backfill (per foot)	4.00
Dozer/Clearing	Cost + 15%
Asphalt Pavement Coring (each core)	100.00
Concrete/Asphalt Patch (per location)	75.00

Technician Services

Soil Engineering Technician (per hour) (Min. 2 Hrs)	$41.00
Concrete Engineering Technician (per hour) (Min. 2 Hrs)	44.00
Asphalt Engineering Technician (per hour) (Min. 2 Hrs)	44.00
Senior Engineering Technician (per hour)	48.00
Plant Inspection, Reinforcing Steel Inspection, Etc. (Min. 2 Hrs)	
Construction Inspection Engineering Technician Time (per hour)	48.00
Plant Inspection, Reinforcing Steel Inspection, Etc. (Min. 2 Hrs)	
Engineering Specialist (per hour)	65.00
Pier Inspection, Pile Load Inspections, Etc. (Min. 2 Hrs)	
Certified Welding Inspector (per hour) (Min. 4 Hrs)	85.00

Other Services

Vehicle Trip Charge (per trip) (within 25 miles of office)	$37.00
Vehicle Trip Charge (per mile) (beyond 25 miles of office)	0.60
Other Testing Not Specified (Option 1)	Cost + 15%
Other Testing Not Specified (Option 2) (per hour)	48.00
Other Services, Outside Services or Supplies	Cost + 15%
Test Reports (each report)	30.00
Clerical/Administrative (per hour)	40.00
Fax (per page)	1.00
Photocopies	
8 ½" x 11" (per page)	0.12
8 ½" x 14" (per page)	0.15
11" x 17" (per page)	0.20
Microcomputers (per hour)	5.00

Professional Services

Principal Engineer (per hour)	$125.00
Project Engineer (per hour)	105.00
Staff Engineer (per hour)	95.00
Graduate Engineer (per hour)	85.00

Project Management and Coordination of Services Provided

Applied to each invoice of net services provided	
Project Management (per hour)	$67.00

BASIC SERVICES AGREEMENT

MEG will charge overtime at the rate of 1.5 applicable for technicians for services performed before 7 AM and after 6 PM on Monday through Friday, after 8 continuous hours on the Client's project and on Saturday, Sunday and holidays.

Hours billed will be from our office at 705 Dawson Drive, Edinburg, Texas, port to port. Fractions of hours will be billed as whole hours. Technician hours will be billed a minimum of 2 hours.

Laboratory testing performed after normal work hours of 7 AM to 6 PM on Monday through Friday will be billed the test rate plus applicable overtime hourly charges.

Project management will be billed for report review, coordination and management of project personnel at a rate of one hour for every four reports.

EXHIBIT "D"

WORK AUTHORIZATION FORM

EXHIBIT "D"
HIDALGO COUNTY
Agreement #C-00-000-00-00
Work Authorization Form

WORK AUTHORIZATION NO. __

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, Millennium Engineers Group, Inc., hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Laboratory** to provide_____.

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

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

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is _____.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

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

PART 4. FUNDING

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

Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_-_ _ _

Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS

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

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No._ Commissioner___ as to content and detail of this Work Authorization No.__.

HIDALGO COUNTY
COMMISSIONER PRECINCT No. __:
BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____(DATE)___ as indicated below and effective as of _____ day of _____, 2009.

THE LABORATORY:
Millennium Engineers Group, Inc.

_____
By: _____
Print Name

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
by: Arturo Guajardo Jr., County Clerk

EXHIBIT "E"

SUPPLEMENTAL AGREEMENT FORM

EXHIBIT "E"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. _____

TO AGREEMENT FOR PROFESSIONAL CONSTRUCTION MATERIAL TESTING SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **Millennium Engineers Group, Inc.**, hereinafter called the "**Laboratory**".

WITNESSETH

WHEREAS, the **Owner** and the **Laboratory** executed the **Agreement** on the _____ day of _____ _____ **2009** concerning Laboratory for _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Paragraph ___ of the **Agreement**, (paragraph title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____

_____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Laboratory** agree that said **Agreement** is amended as follows:

I. Paragraph ___ of the **Agreement**, (paragraph title), is revised to

_____

_____

_____

_____

_____

_____

_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Laboratory and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE LABORATORY:

BY:_____

Address for Giving Notices:

_____

_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT "F"

CERTIFICATES OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/21/2010

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.	
(201)262-1200 FAX: (201)262-7810 Fenner & Esler 467 Kinderkamack Road P. O. Box 60 Oradell NJ 07649-0060	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Millennium Engineers Group, Inc. 705 Dawsn Drive PO Box 4569 Edinburg TX 78539	INSURER A: Beazley Insurance 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/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		CLAIMS MADE ☐ OCCUR ☐				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
		POLICY ☐ PRO-JECT ☐ LOC ☐					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO				BODILY INJURY (Per person)	$
		ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		HIRED AUTOS					
		NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR ☐ CLAIMS MADE ☐				AGGREGATE	$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N				WC STATU-TORY LIMITS / OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
A		OTHER Professional Liability	V15KG8100501	12/12/2010	12/12/2011	Per Claim Limit	$1,000,000
						Aggregate Limit	$2,000,000

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

CERTIFICATE HOLDER

Hidalgo County
2802 S. Business Hwy. 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Timothy Esler/MICHEL

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/21/2011

PRODUCER
STATE FARM INSURANCE
ROBERT R. ELIZALDE
5107 S. MCCOLL RD
EDINBURG, TEXAS 78539

THIS CERTIFICATION 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
MILLENNIUM ENGINEERS GROUP, INC.
PO BOX 4569
EDINBURG, TEXAS 78540

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: STATE FARM MUTUAL AUTOMOBILE INS CO	
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	
		GENERAL LIABILITY					
		[ ] COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE	$
		[ ] CLAIMS MADE [ ] OCCUR				DAMAGE TO RENTED PREMISES (Ea occurence)	$
						MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
		[ ] POLICY [ ] PRO-JECT [ ] LOC				PRODUCTS - COMP/OP AGG	$
							$
A		AUTOMOBILE LIABILITY	159 6511	06/09/2010	06/09/2011	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
		[ ] ANY AUTO				BODILY INJURY (Per person)	$
		[ ] ALL OWNED AUTOS					
		[X] SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
		[ ] HIRED AUTOS					
		[ ] NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$
							$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

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

2008 FORD RANGER PICKUP, VIN # 1FTYR10D56PA62353
2008 FORD RANGER PICKUP, VIN # 1FTYR10D48PA62344

CERTIFICATE HOLDER

HIDALGO COUNTY
2812 S. BUSINESS 281
EDINBURG, TEXAS 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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Commercial Certificate of Insurance

FARMERS

Agency Name & Address
- Sergio Rodriguez
- 932 W NOLANA STE A
- Pharr, Tx 78577
- 956-782-5566

Issue Date (MM/DD/YY) 01/21/11

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 shown below.

St. 19 Dist. 42 Agent 323

Companies Providing Coverage:

Company Letter A Truck Insurance Exchange
Company Letter B Farmers Insurance Exchange
Company Letter C Mid-Century Insurance Company
Company Letter D CNA

Insured Name & Address
- Millennium Engineers Group, Inc
- 705 Dawson Dr
- Edinburg, Tx 78539

Coverages

This is to certify that 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. Limits shown may have been reduced by paid claims.

Co. Ltr.	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Policy Limits	
D	General Liability Commercial General Liability - Occurrence Version Contractual - Incidental Only Owners & Contractors Prot.	B 2066374566	11/22/10	11/22/11	General Aggregate Products-Comp/OPS Aggregate Personal & Advertising Injury Each Occurrence Fire Damage (Any one fire) Medical Expense (Any one person)	$ 2,000,000 $ 2,000,000 $ 1,000,000 $ 1,000,000 $ $ 10,000
	Automobile Liability All Owned Commercial Autos Scheduled Autos Hired Autos Non-Owned Autos Garage Liability				Combined Single Limit Bodily Injury (Per person) Bodily Injury (Per accident) Property Damage Garage Aggregate	$ $ $ $ $
	Umbrella Liability				Limit	$
D	Workers' Compensation and Employers' Liability	72-WEC GY 880	10/16/10	10/16/11	Statutory Each Accident Disease - Each Employee Disease - Policy Limit	 $ 100,000 $ 100,000 $ 500,000

Description of Operations/Vehicles/Restrictions/Special items:

Certificate Holder

Name & Address
- HIDALGO COUNTY
- 2812 S BUSINESS 281
- EDINBURG, TX 78539

Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative

EXHIBIT "A-1"

REQUEST FOR QUALIFICATIONS (RFQ) PROCUREMENT PACKET

RFQ NO: 2010-014-01-13-YZV	BUYER: YOLANDA VELASQUEZ	TEL. NO: (956) 318-2626

(RFQ) REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY-
"CONSTRUCTIO N MATERIALS TESTING SERVICES"

Acceptance Due Date: January 13, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST
HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"CONSTRUCTION MATERIALS TESTIN G SERVICES"
RFQ NO: 2010-014-01-13-YZV

1. Request for Qualifications Letter.
2. Request for Qualifications Legal Notice, consisting of __8__ pages.
   (Page 8 must be submitted with response)
3. Exhibit "A", Requireme nts, consisting of __7__ pages.
4. Exhibit "B", Evaluation Criteria, consisting of __3__ pages.
   (Must be submitted with response)
5. Exhibit "C", Insurance Requirements, consisting of __4__ pages.
   (Must be submitted with response)
6. Exhibit "D", Conflict of Interest Question naire (CIQ), consisting of __1__ page.
   (Must be submitted with response)
7. Exhibit "E", Proposer's Affidavit, consisting of __1__ page.
   (Must be submitted with response)
8. Bidder/Vendor Application and Historically Underutilized Business (HUB) Declaration consisting of __2__ pages.
   (Must be submitted with response)
9. Request for Taxpayers Identification Number and Certification Form (W-9) consisting of __4__ pages.
   (Must be submitted with response)
10. Certification Regarding Debarment, Suspension, and other Responsibility Matters, consisting of __1__ page.
    (Must be submitted with response)
11. Attachment "A" Engin eering Laboratories- Schedule of Services and Related Fees and Laboratory Testing Unit Price Schedule, consisting of __4__ pages.

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB, Purchasing Agent

12/21/09
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

December 21, 2009

_____
_____
_____
_____

Re: HIDALGO COUNTY
Request For Qualifications (RFQ)-HIDALGO COUNTY-"CON STRUCTION MATERIALS TESTING SERVICES" - RFQ No: 2010-014-01-13-YZV

Dear Respondent:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yzv

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

1. Sealed qualifications will be received for HIDALGO COUNTY –"CONSTRUCTION MATERIALS TESTING SERVICES", in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Proposers 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 requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

2. One (1) original, seven (7) copies of all qualifications and two (2) CDs in PDF Format are required with the proposer's name and 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, RFQ – 2010-014-01-13-YZV - HIDALGO COUNTY- "CONS TRUCTION MATERIALS TESTING SERVICES" and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, ON OR BEFORE 9:30 A.M., WEDNESDAY, JANUARY 13, 2010. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION 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 QUALIFICATION. Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. 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 proposer, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

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,

proposers are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalogue numbers and any necessary references.

7. No qualification may be withdrawn within sixty (60) days from the scheduled time to open qualifications.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

9. Any interpretations, amendments, corrections or changes to this qualification 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 Qualifications. Proposers shall acknowledge receipt of all addenda as a part of their qualification.

10. County reserves the right to accept or reject any or all qualifications.

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 qualification 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. DELIVERY INSTRUCTIONS:

- 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, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

15. BILLING AND PAYMENT INSTRUCTIONS:

. Invoices must include:
   a) Name and address of successful proposer
   b) Name and address of receiving department or official
   c) Purchase Order Number (if any)
   d) Notation - HIDALGO COUNTY-"CON STRUCTION MATERIALS TESTING SERVICES"
   e) 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
Postal/Mailing 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

16. Schedule of Events

Qualification Opening, 9:30 A.M.	JANUARY 13, 2010
Award of Contract	_____,2010
Commence Work or Deliver Products	_____,2010

17. ~~Bid or Performance Bond~~ and Debarment Certification; ~~Payment Under Contract~~:

. ~~If the contract proposed is for the construction of public works or is for a contract for goods and services 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~~. All proposers are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

. ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the proposer 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 materialmen 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.~~

18. 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 qualification 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.

19. 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 proposer 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 78539cHidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.

20. If, during the life of any contract or qualification awarded, the successful proposer'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.

21. Qualifications, 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.

22. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- 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.

23. Successful proposer 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 proposer'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.

24. Any contract award to a successful proposer 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 (30) day's written notice prior to cancellation.

25. 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 proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful proposer 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 proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer 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 proposer'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 or services provided by successful proposer.

27. Successful proposer 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 Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer 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.

28. 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.

29. The successful proposer 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.

30. Proposers shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Proposers must provide all documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Qualification
for
HIDALGO COUNTY-
"CONST RUCTION MATERIALS TESTING SERVICES"
RFQ NO: 2010-014-01-13-YZV

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Proposer agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

REQUEST FOR QUALIFICATIONS

"CONSTRUCTION MATERIALS TESTING SERVICES"

2010-014-01-13-YZV

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas Professional Independent Testing Laboratories in order to establish a pre-qualified pool of Independent Testing Laboratories on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Independent Testing Laboratories will be for a period starting February 9, 2010 and ending February 9, 2011. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of "Hidalgo County-Construction Materials Testing Services" (including all funding sources, Programs, and Entities)-Request For Qualifications" as specified herein. Statements of Qualifications will be accepted until 9:30 A.M., Wednesday, January 13, 2010. **ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFQ Number: 2010-014-01-13-YZV

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

The Submittal Envelope Must Show The RFQ Number, Name And Opening Date.

The following outlines the Request For Qualifications:

SECTION I - GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED via facsimile to (956)318-2629 or via e-mail to yolanda.velasquez@co.hidalgo.tx.us NO LATER THAN Monday, January 04, 2010 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Wednesday, January 06, 2010. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of 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 of business relationship that might cause a conflict of interest with

the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
t is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or request for qualifications procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFQ DELIVERY:

Hidalgo County requires submitters, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II - RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original and seven (7) copies** of the RFQ and two (2) CDs in PDF Format shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with a competent independent material testing laboratory, registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Roadway Material Production and Construction Inspection Testing
- Inspection of Hot Mix and Concrete Plants
- Drilling and Logging of Soil Borings
- Acquisition and Testing of Samples of Existing Soils for the Planning, Design and Construction of Transporting Facilities
- Roadway Construction Project located in Hidalgo County
- TxDOT Certification

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. **A list of ongoing projects similar in scope under TxDOT procurement basis shall be included in a appendix.** For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to five (5) pages.

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any licenses and certifications as required by HIDALGO COUNTY, the STATE OF TEXAS, TxDOT, etc. The independent Testing Laboratories should add copies of their Professional Liability Insurance.

SCOPE OF SERVICES:
The construction materials testing services contract will encompass all project-related testing services to the County of Hidalgo including, but not limited to, the following:

Hidalgo County is inviting qualifications from qualified Independent Testing Laboratories to provide construction materials testing services for the "Projects". **Name additional testing services that are sublet to other consulting firms.**

Minimum Qualifications for Independent Testing Laboratories include, but may not be limited to the following:
a. Ability to perform Geotechnical Testing/ Investigation/ Drilling
b. Ability to perform Environmental Services
c. Ability to perform Soil Density Testing
d. Ability to perform Surveying and Sampling Soils
e. Ability to perform Materials Testing (Asphaltic and Concrete)
f. Ability to perform Material Testing and Laboratory Analysis
g. Ability to perform Hot Mix Plant Inspections and Testing
h. Ability to perform Transportation Foundation Studies
i. Ability to perform Building Foundation Studies
j. Ability to perform Professional Liability Insurance for $1 Million Dollars without limiting liability to Professional Fees
k. Average response time from your office to the job site

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:
The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq. Once selected, proposer is to provide a fee proposal for the following scope of work.

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County requires **one (1) original submittal, seven (7) copies and two (2) CD'S in PDF Format.**

PART III - SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:

The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. **STAFFING OF PROJECT TEAM**

   The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, drainage/irrigation districts, TX DOT or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix. **Indicate the number of engineers on your staff. A list of ongoing project similar in scope under TxDot procurement basis shall be included in an appendix.**

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES**

   The provider shall designate experienced independent testing laboratory staff to completely and efficiently perform the work. The designated individuals (Project Manager and Key Personnel) may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this selection, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. **METHODOLOGY**

   The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

   - Knowledge, experience, and the equipment to provide the anticipated services
   - Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS**

   The proposal shall include the following:

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

   The firms should provide as much background information as to it's experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required)

STATEMENT OF QUALIFICATIONS GRADING AND RANKING:

Once a Project has been identified and it is determined that Construction Materials Testing Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court and/or the User Department in need of Construction Materials Testing Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms;
2. Hidalgo County Commissioners' Court and/or an Evaluation Committee (selected and/or designated by County Commissioner's Court) will review, score, and evaluate the proposals received in response to this Hidalgo County Request for Proposals;
3. A grid of the scores will be presented to Commissioners' Court for the purpose of ranking and approval for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) Attachment "A" including fees;
2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.
3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

RFQ SUBMITTED TO: One (1) original, seven (7) copies, and two (2) CD's in PDF Format of RFQs should be submitted to:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

RFQs must be submitted by **no later than 9:30 a.m. on Wednesday, January 13, 2010.** All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

EXHIBIT B

EVALUATION CRITERIA

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

"CONSTRUCTION MATERIALS TESTING SERVICES"

2010-014-01-13-YZV

EVALUATION CRITERIA
Exhibit "B"
Hidalgo County – "Construction Material Testing Services"
RFQ No 2010-014-01-13-YZV

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

1. STAFFING OF PROJECT TEAM (25)

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, drainage/irrigation districts, TX DOT or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20)

The provider shall designate experienced engineering staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. METHODOLOGY (20)

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

- Knowledge, experience, and the equipment to provide the anticipated services
- Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)

The proposal shall include the following:

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

The firms should provide as much background information as to its experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10)

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required)

EXHIBIT "B"
RFQ EVALUATION FORM – RFQ No.2010-014-01-13-YZV
HIDALGO COUNTY-"CONSTRUCTION MATERIALS TESTING SERVICES"

Selection Criteria	Points	Score
1. Staffing of Project Team **(25)**		
➢ Provide information on their proposed professional team members	10	
➢ Experience in performing similar contracts for counties, cities, drainage/irrigation districts, TXDOT etc.	10	
➢ A list of various projects for comparative purposes	5	
Comments/Rationale for points:	**TOTAL:**	
2. Experience of Project Team/Ability to Commit Resources **(20)**		
➢ Designate experienced engineering staff to efficiently perform the work.	10	
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	
Comments/Rationale for points:	**TOTAL:**	
3. Methodology **(20)**		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	
Comments/Rationale for points:	**TOTAL:**	
4. Understanding of Project/Similar Projects **(25)**		
➢ Demonstrate an understanding of the scope of services	10	
➢ Address appropriate Federal/State/Local regulations and policies	5	
➢ Identify information to be gathered or obtained	10	
Comments/Rationale for points:	**TOTAL:**	
5. Familiarity with Applicable Rules and Regulations **(10)**		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	10	
Comments/Rationale for points:	**TOTAL:**	
	TOTAL SCORE:	

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer 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. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. 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 Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. 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 naming County as an additional insured shall 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.

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.

INSURED

INSURERS AFFORDING COVERAGE

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 THE 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 WORK'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE $ FIRE DAMAGE (Any one fire) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL 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 EA ACC AUTO ONLY: AGG $
C	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE $ AGGREGATE $
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATU- ☐ OTHER TORY LIMITS 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

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED INSURER LETTER

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

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 award of project 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 award of project by the Hidalgo County Commissioners' Court; currently carry the following

  Professional Liability (Errors & Omissions): $_____

  Automobile Liability: $_____ General Liability: $_____

- have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

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 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 award to be rescinded and re-awarded to next qualified vendor. 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 FORM MUST ACCOMPANY YOUR PACKET

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 project, 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 packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

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

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 20___.

_____

Notary Public

My commission expires:_____, 20___.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: 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.:

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:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

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 indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

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

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

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

DRAFT

Attachment "A"

ENGINEERING LABORATORIES
SCHEDULE OF SERVICES AND RELATED FEES AND LABORATORY TESTING UNIT PRICE SCHEDULE

******TO BE USED POST RANKING BY COMMISSIONERS COURT ONLY******
refer back to requirements page 7, negotiations process

NO.	DESCRIPTION	UNIT COST
PERSONNEL RATES		
01	Soils and Aggregate Technician	$ _____/ Hour
02	Surveying and Sampling Soils for Highways	$ _____/ Hour
03	Soils Technician- Density Testing, Radiation Safety Certified	$ _____/ Hour
04	HMA Level 1-A Certified Technician	$ _____/ Hour
05	HMA Level 1-B Certified Technician	$ _____/ Hour
06	ACI Certified Field Grade I Technician A. Includes necessary concrete slump cone, rod, air meter, thermometer	$ _____/ Hour
07	ACI Certified Field Grade II Technician	$ _____/ Hour
08	Geotechnical Engineer, P.E.	$ _____/ Hour
09	Geotechnical Engineer, E.I.T.	$ _____/ Hour
10	Secretarial, Report Preparation and Reporting	$ _____/ Hour
11	Logger (In Conjunction with Engineer)	$ _____/ Hour
TRAVEL EXPENSE		
12	Vehicle Fee Mileage (Applicable for all Trips)	$_____/ Mile
13	Mobilization for Truck Mounted Rig, Drill Crew & Support	$_____/ Mile
14	Mobilization non standard equipment (4x4 All Terrain Rig)	Cost +____%
15	Barge Mobilization and Rental	Cost +____%
GEOTECHNICAL DRILLING AND ENGINEERING SERVICES		
16	Borings in Soil	$ _____/ Foot
17	Borings in Soft Rock	$ _____/ Foot
18	Rock Coring	$ _____/ Foot
19	Standby Time (Drill Rig and Crew)	$ _____/ Foot
20	Grout/ Bentonite Backfill	$ _____/ Foot
21	Dozer/ Clearing Cost	Cost +____%
22	Concrete/Asphalt Patch	$
23	Traffic Control/ Signs, Barricades, etc.	Cost +____%
24	All Other Outside Expenses	Cost +____%

DRAFT

NO.	DESCRIPTION	UNIT COST
EQUIPMENT EXPENSE		
25	Laptop Computer Rental (w/ Printer)	$_____/Day
26	Laptop Computer Rental (w/ Printer)	$_____/Wk
27	Laptop Computer Rental (w/ Printer)	$_____/Mo.
28	Concrete Beam Breaker	$_____/Day
29	Concrete Beam Breaker	$_____/Wk
30	Concrete Beam Breaker	$_____/Mo.
31	Vacuum Extractor	$_____/Mo
32	Asphalt Thermometer (Provided w/ Technician)	NC
33	Miscellaneous Expenses	Cost +____%
TEX METHOD	TEST DESCRIPTION	UNIT COST
SOILS SECTION		
Tex-100-E	Surveying and Sampling Soils for Highways	$_____Hr
Tex-103-E	Determination of Moisture Content is Soil Material	$_____Ea
Tex-104-E	Determination of Liquid Limit of Soils	$_____Ea
Tex-105-E	Determination of Plastic Limit of Soils	$_____Ea
Tex-106-E	Methods of Calculating the Plasticity Index of Soils w/ 104-E and 105-E	$_____Ea
Tex-107-E	Determination of Bar Linear Shrinkage of Soils	$_____Ea
Tex-108-E	Determination of Specific Gravity of Soils	$_____Ea
Tex-110-E	Part I Sieves thru 40 Part II Sieves thru 200 Additional Sieves	$_____Ea $_____Ea $_____Ea
Tex-111-E	Minus 200 Sieve Analysis	$_____Ea
Tex-113-E	Laboratory Compaction Characteristics and Moisture Density Relationship of Base Materials and Cohesionless Sand	$_____Ea
Tex-116-E	Ball Mill Method for Determination of the Disintegration of Flexible Base Material	$_____Ea
Tex-117-E	Triaxial Compressive Test for Disturbed Soils and Base materials (Part I Standard Method) Disturbed Soils and Base Materials (Part II)	 $_____Ea $_____Ea
Tex-118-E	Triaxial Compression Test for Undisturbed Samples	$_____Ea
Tex-128-E	Determination of Soil pH	$_____Ea
Tex-129-E	Method of Test for the Resistivity of Soils Material	$_____Ea
HOT MIX SECTION		
Tex-200-F	Sieve Analysis of Fine and Coarse Aggregates (Dry) Sieve Analysis of Fine and Coarse Aggregates (Wet)	$_____Ea $_____Ea
Tex-201-F	Bulk Specific Gravity and Water Absorption of Aggregate	$_____Ea
Tex-202-F	Apparent Specific Gravity of material Finer than 180m (No. 80) Sieve	$_____Ea
Tex-203-F	Sand Equivalent Test	$_____Ea
Tex-205-F	Laboratory Method of Mixing Bituminous Mixtures	$_____Ea

DRAFT

TEX METHOD	TEST DESCRIPTION	UNIT COST
Tex-206-F	Method of Compacting Test Specimens of Bituminous Mixtures	$_____Set
Tex-207-F	Determination of Density of Compacted Bituminous Mixtures	$_____Ea
Tex-208-F	Test for Stabilometer Value of Bituminous Mixtures	$_____Set
Tex-210-F	Determination of Asphalt Content of Bituminous Mixtures by Extraction	$_____Ea
Tex-212-F	Determination of Moisture Content of Bituminous Mixtures Part II	$_____Ea
Tex-217-F	Determination of Deleterious Material and Decantation Test for Coarse Aggregate	$_____Ea $_____Ea
Tex-224-F	Determination of Falkiness index	$_____Ea
Tex-227-F	Theoretical Maximum Specific Gravity of Bituminous Mixtures	$_____Ea
CONCRETE SECTION		
Tex-401-A	Sieve Analysis of Fine and Coarse Aggregate (Dry) Sieve Analysis of Fine and Coarse Aggregate (Wet)	$_____Ea $_____Ea
Tex-402-A	Fineness Modulus of Fine Aggregate (In Conjunction with 401-A)	$_____Ea
Tex-403-A	Saturated Surface Dry Specific Gravity and Absorption of Aggregates	$_____Ea
Tex-404-A	Determination of Unit Mass (Weight) of Aggregates	$_____Ea
Tex-405-A	Determination of Percent Solids and Voids in Concrete Aggregate	$_____Ea
Tex-406-A	Material Finer than 75um (No. 200) Sieve in Mineral Aggregates (Decantation Test for Concrete Aggregates)	$_____Ea
Tex-407-A	Method For Sampling Freshly Mixed Concrete (included in hourly technician rate)	$_____Ea
Tex-408-A	Organic Impurities in Fine Aggregate for Concrete	$_____Ea
Tex-409-A	Free Moisture and Water Absorption in Aggregate for Concrete	$_____Ea
Tex-413-A	Determination of Deleterious Materials in Mineral Aggregate	$_____Ea
Tex-415-A	Slump of Portland Cement Concrete (Included in hourly technician rate)	N/C
Tex-416-A	Air Content of Freshly Mixed Concrete by the Pressure Method (Included in hourly technician rate)	N/C
Tex-420-A	Flexural Strength of Concrete (Using Simple Beam Center Point Loading)	$_____Ea
Tex-447-A	Making and Curing Concrete Test Specimens (Technician time to make cylinders will be charged at approved hourly rates)	$_____Ea
Tex-448-A	Flexural Strength of Concrete (Using Sample Beam Third Point Loading)	$_____Ea
Tex-460-A	Determination of Crushed Face Particle Count	$_____Ea

TEX METHOD	TEST DESCRIPTION	UNIT COST
ASPHALT SECTION		
Tex-530-C	Effect of Water on Bituminous Paving Mixtures	$_____Ea
Tex-531-C	Prediction of Moisture Induced Damage to Bituminous Paving Materials Using Molded Specimens	$_____Ea
OTHER SECTION	Insert any other services provided and unit price category (i.e. Each, Set, Hour, Etc.)	

AI-24876 **19.C.1.**

Award of Bid - Hidalgo County - Lease of Office Space-City of Edinburg-House a State District Court

CC REGULAR

Date:	01/25/2011
Submitted By:	Eric Trevino, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** District Courts

Information

CAPTION

Recommending award of bid and approval of contract to sole bidder "Jose E. Garcia" meeting all specifications and/or requirements as attached hereto for: Hidalgo County - "Lease Office Space-City of Edinburg-House a State District Court" Bid No. 2010-346-10-27-ERT.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-412-00-010-001-0-441

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

BUDGETARY IMPACT:

Available funds pending interdepartmental transfer from Co. Wide Adm. - Contingency account, refer to AI-24928.

Attachments

Link: Participation Log

Link: Email by Legal Counsel

Link: Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/19/2011 02:49 PM	APRV
2	Budget & Management	Erika Zamora	01/19/2011 04:37 PM	APRV
3	Sylvia Solis	Sylvia Solis	01/20/2011 02:00 PM	APRV
4	Auditor's Office	Linda Fong	01/21/2011 04:37 PM	APRV

Form Started By: Eric Trevino Started On: 01/18/2011 10:32 AM

Final Approval Date: 01/21/2011

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER=S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

BID OPENING DATE: October 27, 2010 **BID OPENING TIME:** 9:30 A.M.
DEPARTMENT/BID DESCRIPTION: Lease Office Space-City of Edinburg-House a State District Court.
BID NO: 2010-346-10-27-ERT

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAILOUT	DATE	ADDRESS E-MAIL & PHONE NO
Maxima Business Center Attn: Mr. Jose Garcia or Sylvia	EM	ERT	06-01-10	308 W. University Edinburg, Tx 78539 Ph: 956-630-0081 Cell: 956-607-8002 Sylvia@gvlaw.net
Preston, Hendrickson Mr. Preston	EM	ERT	06-01-10	222 W. Cano St Edinburg, Tx 78539 Ph: 383-3535 receptionist@henrichsonlaw.com
Law Office of Roberto M. Garcia Attn: Frank Prado	EM	ERT	06-01-10	PO Box 1624 Edinburg, TX 78539 Phone: 223-2550 ssgarcia22@yahoo.com roberto@rgarcialaw.com
Katherine G. Perez	EM	ERT	06-02-10	katherine_g_perez@sbcglobal.net
Herrera & Hunt, Inc. Attn: Keith F Hunt, President SSR, PGM	EM	ERT	06-07-10	1837 Cisco Drive Los Fresnos Texas 78566 (956) 459-1696 (cell 24/7) Keith F Hunt KeithF54@aol.com

IN PERSON (IP)
E-MAIL (EM)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)

Leticia Saenz

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, January 19, 2011 4:49 PM
To: leticia.saenz@co.hidalgo.tx.us; 'Eric Trevino'
Subject: FW: Review & Approval of REVISED-Contract #C-10-346-01-25-Jose E Garcia-Lease of Office Space-430th Dist Court

Importance: High

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, January 19, 2011 4:35 PM
To: 'Martha Salazar'
Subject: RE: Review & Approval of REVISED-Contract #C-10-346-01-25-Jose E Garcia-Lease of Office Space-430th Dist Court

The lease is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, January 19, 2011 3:49 PM
To: 'Steve Crain'
Cc: leticia.saenz@co.hidalgo.tx.us; 'Eric Trevino'
Subject: FW: Review & Approval of REVISED-Contract #C-10-346-01-25-Jose E Garcia-Lease of Office Space-430th Dist Court
Importance: High

Mr. Crain:

We have made the recommended changes to the above reference agreement. Please review and comment as to form. It is on next CC meeting of 1-25-11 for action.

Thanks,

Marty

From: Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Wednesday, January 19, 2011 3:04 PM

To: 'Martha Salazar'
Cc: 'Darlene Betancourt'; 'Eric Trevino'
Subject: Review & Approval of REVISED-Contract #C-10-346-01-25-Jose E Garcia-Lease of Office Space-430th Dist Court
Importance: High

Ms. Marty-

Please forward to legal counsel for review and approval as to form the attached contract with revisions as submitted by legal.

Also, please note: that and agenda item has been placed for this contract already and must be approved by this next CC agenda meeting of 01/25/11.

Thank you.

Leticia H. Saenz, CPPB/Contracts Manager

Hidalgo County Purchasing Department
2802 South Business Hwy. 281
Edinburg, Texas 78539
(956) 292-7000 x-4861 fax (956) 318-2629

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE AGREEMENT
C-10-346-01-25

THIS LEASE is made and entered into by and between **JOSE E. GARCIA**, referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO**, referred to in this "Lease" as "Lessee", in accordance with the Reqest for Bids (RFB) Procurement Packet, attached hereto as Exhibit "A".

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor, that certain real property described on Exhibit "B", the "Premises", attached hereto and Lessor and Lessee agree to the consisting of **Five Thousand Five Hundred Eight (5,508)** square feet.

ARTICLE 1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for **one (1) year** commencing on **February 1, 2011** (as hereinafter defined) and ending on **January 31, 2012** (as hereunder defined) unless sooner terminated or unless renewed and extended in accordance with Paragraph 1.2, hereof. The "Commencement Date" is the date the Premises are available for occupancy by Lessee. The "Termination Date" is the date twelve (12) months following the Commencement Date, unless the Commencement date is other than the first day of a calendar month, in which event the Term shall be extended by the number of days remaining in the month which includes the Commencement Date, and the Termination Date

shall be likewise extended. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when more than six (6) months remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to six (6) months from the date of such sale.

Renewal or Termination

1.2. Lessee shall have the right and option to renew and extend the term of this Lease for an **additional two (2) one (1) year terms**, under the same rates, terms and conditions. If Lessee desires to renew and extend the term of this Lease for a renewal period, Lessee must give Lessor written notice of such renewal at least thirty (30) days prior to the termination of the initial lease term or any extension thereof. Any renewal or extension of this Lease shall be on the terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated or renewed and extended in accordance with this Article 1.2; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

Holdover

1.3 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.2 shall not be construed as Lessor's consent for Lessee to hold over.

Termination

1.4 Lessee may declare this Lease, and all rights and interest created by it, to be terminated without cause upon giving the Lessor thirty (30) days written notice. Upon Lessee's

electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its expiration.

Lessor's Warranty of Quiet Enjoyment

1.5 Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation by Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

ARTICLE 2. RENT

Base Rent

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental equal to Ten Thousand One Hundred Eighty Nine Dollars and Eighty/100ths **($10,189.80)** per month. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty (30) days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

Time and Manner of Payment

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the first (1st) business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at **(4401 North McColl, McAllen, Texas 78504)** or such other location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at

the beginning or the end of the term hereof shall be prorated on the basis of a thirty (30) day month.

Taxes

2.3 Lessor is responsible for rendering and paying all real estate taxes on the Property. Lessee shall be responsible for taxes, if any, on Lessee's personal property located on the Premises.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee may use the premises for office space and for any other lawful purpose.

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that will result in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

ARTICLE 4. REPAIRS AND MAINTENANCE

4.1 Lessee shall be responsible for providing general janitorial service. Lessee shall be responsible for all repairs and maintenance in connection with damage to the Premises caused by Lessee's negligent used of Premises, and damage to fixtures and improvements resulting from negligent or willful acts of the Lessee, or the Lessee's employees, agents, licenses or invitees. In addition, Lessee shall repair all injury caused by the installation or removal of furniture, fixtures or property permitted under this Lease to be removed from the Leased Premises. All such repairs shall be made in a good, workmanlike manner using high quality materials.

Lessor's and Lessee's Duties to Repairs

4.2 Lessor shall maintain the foundation, roof, plumbing, heating, ventilation and air conditioning systems ("HVAC") and structural integrity of the Leased Premises and shall make all such necessary repairs to the foundation, roof plumbing, HVAC and structural integrity of the Leased Premises, except that Lessee shall make those repairs occasioned by Lessee's negligent use of the Leased Premises.

Lessor's Duty

4.3 Lessor shall construct, repair and maintain the Leased Premises so that the Premises will have:

(1) Effective waterproofing and weather protection of the contents of the Leased Premises by watertight roof, exterior walls, windows, and doors.

(2) Plumbing facilities that conform to applicable law, maintained in good working order.

(3) A water supply approved under applicable law that is under the control of Lessee, capable of producing hot and cold running water, or a system that is under the control of Lessor that produces hot and cold running water furnished to Lessee and connected to a sewage disposal system conforming to applicable law.

(4) Heating, ventilation and air conditioning facilities conforming to applicable law which are more than adequate to heat, ventilate and air condition the improvements on the Leased Premises, and are maintained in good-working order.

(5) Electrical lighting, with wiring and electrical equipment that conform to applicable law, maintained in good working order.

(6) Building, grounds, and appurtenances in every part clean, sanitary, and free from all accumulations of debris, and all areas under control of Lessor kept in every part clean, sanitary, and free from all accumulations of debris.

(7) Floor, stairways, and railings maintained in good repair.

(8) Landscaping (all greenery, watering, and maintenance).

(9) Parking Lot (including painting, striping, paving, etc.)

Lessee's Right to Repair for Lessor or Vacate

4.4 (a) If after Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may make the repairs itself. In such a case, Lessee may deduct the expenses of the repairs from further payment of rent, terminate this Lease Agreement as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

(b) For purposes of this Section 4.4, if Lessor makes repairs at least fifteen (15) days following the date of Lessee's notice to Lessor, it will be presumed to have acted in a reasonable time.

ARTICLE 5. UTILITIES

Utility Charges

Lessee shall pay all utility charges, including but not limited to, electricity and water, used in and about the Leased Premises during the term of this Lease, all such charges to be paid by Lessee directly to the utility company or municipality furnishing the same, before the same shall become delinquent.

ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

Property of Lessor

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any

other property placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

ARTICLE 7. SIGNS

Signs

Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install signs on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

ARTICLE 8. MECHANIC'S LIEN

Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, Lessee will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

ARTICLE 9. INSURANCE AND INDEMNITY

Property Insurance

9.1 Lessor shall, at its own expense, during the term of this Lease, keep all buildings and improvements on the Leased Premises insured against loss or damage by fire with extended

coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessee. The policies shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use for repair and restoration purposes as provided herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

General Liability Insurance

9.2 Lessor. Lessor, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance with limits of at least Five Hundred Thousand Dollar ($500,000.00), naming Lessee as additional insured. Prior to occupancy of the Premises, Lessor shall provide Lessee with evidence of such insurance.

9.3 Lessee. Lessee, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance in the amounts deemed adequate by Lessee.

Remedy for Failure to Provide Insurance

9.4 Lessor shall furnish Lessee with the original of all insurance policies required by this Article. If Lessor does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessor allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if Lessor fails to deliver proof of insurance showing coverages to Lessee prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of

Lessor under this Lease; or Lessee may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with Lessor's obligations under the provisions of this Article. Lessor agrees to reimburse Lessee all amounts spent by Lessor to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessor under this Lease.

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if it should be so damaged that rebuilding is necessary, this Lease Agreement, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can reasonably be completed with thirty (30) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final six (6) months of the lease term, at Lessor's sole cost and risk proceed forthwith to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final six (6) months of the lease term, Lessor shall not be required to rebuild or repair such damage. If the Leased Premises are to be rebuilt or repaired and are untenantable in whole

or in part following such damage, the rent payable hereunder during the period in which they are untenantable shall be adjusted equitably. In the working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification at such time to Lessor, whereon all rights and obligations hereunder shall cease.

ARTICLE 11. CONDEMNATION

Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the premises by the condemning authority.

Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The

rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

Condemnation Award

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and re-let the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relet after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of reletting, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

Default by Lessor

12.2 If Lessor defaults in the performance of any terms, covenants, or conditions

required to be performed by it under this Lease, in addition to other remedies afforded Lessee under this Lease or at law, Lessee may elect that: Upon Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may vacate the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

Cumulative Remedies

12.3 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

12.4 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 13. ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, with the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and

Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee, must assume all of Lessee's obligations under this Lease, and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

ARTICLE 14. MISCELLANEOUS

Notices and Addresses

14.1 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:	**Lessee:**
Jose E. Garcia, Owner	County of Hidalgo
4401 North McColl	Attn: County Judge
McAllen, Texas 78504	1615 South Closner, Suite J
	Edinburg, Texas 78539

Either party may change the address to which notices are to be sent it by giving the other party written notice of the new address in the manner provided in this section.

Parties Bound

14.2 This Lease Agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Lease Agreement.

Texas Law to Apply

14.3 This Lease Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

14.4 In case any one or more of the provisions contained in this Lease Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the Lease Agreement, and this Lease Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the Lease Agreement.

Prior Agreements Superseded

14.5 This Lease Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Lease Agreement.

Amendment

14.6 No amendment, modification, or alteration of the terms of this Lease Agreement shall be binding unless it is in writing, dated subsequent to the date of this Lease Agreement, and duly executed by the parties to this Lease Agreement.

Rights and Remedies Cumulative

14.7 The rights and remedies provided by this Lease Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorneys' Fees and Costs

14.8 If, as a result of a breach of this Lease Agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

Force Majeure

14.9 Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Real Estate Commission and Finder's Fees

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

Estoppel Information

14.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Time of Essence

14.12 Time is of the essence of this Lease Agreement.

Commitment of Current Revenues Only

14.13 In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Lessee under this Agreement, Lessee may terminate this Agreement upon sixty (60) days written notice to Lessor. Lessee agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Lessee pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

THE UNDERSIGNED Lessor and Lessee execute this Lease Agreement on the day of _____, 2011.

LESSOR:
JOSE E. GARCIA, OWNER

By:_____
Jose E. Garcia, Owner

LESSEE:
HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo Jr., County Clerk

Approved on Commissioners' Court_____, 2011

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

By: _____
Stephen L. Crain, Attorney

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST
HIDALGO COUNTY
"LEASE OFFICE SPACE-CITY OF EDINBURG-HOUSE A STATE DISTRICT COURT"
Bid No: 2010-346-10-27-ERT

1. **Request For Bid Letter, consisting of 1 page.**

2. **Request for Bid, Legal Notice, consisting of 8 pages.**
   (Page 8 must be submitted with bid).
3. **Exhibit "A" Specifications consisting of 6 pages.**

4. **Exhibit "B" Bid Page consisting of 1 page.**
   (Must be submitted with bid).
5. **Exhibit "C" Insurance Requirements consisting of 4 pages.**
   (Must be submitted with bid).
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page.**
   (Copy of receipt and this form must be submitted with bid).
7. **Vendor/Bidder Application, consisting of 2 pages.**
   (Must be submitted with bid).
8. **W-9 form, consisting of 4 pages.**
   (Must be submitted with bid).
9. **Certification Regarding Debarment, consist of 1 page.**
   (Must be submitted with bid).
10. **Draft Lease Agreement, consisting of 29 pages.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB
Purchasing Agent

October 12, 2010
Date

100 E. Cano, 4th Floor, Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

October 12, 2010

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids –**"LEASE OFFICE SPACE-CITY OF EDINBURG-HOUSE A STATE DISTRICT COURT"**
Bid No: 2010-346-10-27-ERT

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/ert

Enclosures

100 E. Cano, 4th Floor, Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Bid No: 2010-346	Buyer: Eric Trevino	Tel. No: (956) 318-2626 ext. 4882

REQUEST FOR BIDS

HIDALGO COUNTY

"LEASE OFFICE SPACE - CITY OF EDINBURG - HOUSE A STATE DISTRICT COURT"

BID OPENING DATE:

OCTOBER 27, 2010

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 - New Administration Building
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

LEGAL NOTICE **BID NO:2010-346-10-27-ERT**

1. Sealed bids will be received for **HIDALGO COUNTY – "LEASE OFFICE SPACE-CITY OF EDINBURG-HOUSE A STATE DISTRICT COURT"** 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. One (1) original and Three (3) copies of all bids 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: **BID-2010-346-10-27-ERT HIDALGO COUNTY - "LEASE OFFICE SPACE-CITY OF EDINBURG-HOUSE A STATE DISTRICT COURT"** and in County's Purchasing Department, 2812 So. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, OCTOBER 27, 2010. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB 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 WITH REFERENCE TO REQUEST FOR BIDS-2010-346-10-27-ERT RFB-HIDALGO COUNTY – "LEASE OFFICE SPACE- CITY OF EDINBURG-HOUSE A STATE DISTRICT COURT".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County. 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 cards 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 o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- 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:

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 - "LEASE OFFICE SPACE- CITY OF EDINBURG-HOUSE A STATE DISTRICT COURT"** 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
Valde Guerra, Budget Officer
2818 South Business Hwy 281
Edinburg, Texas 78539
ATTN.: Valde Guerra (956) 292-7025

17. Schedule of Events

Bid Opening, 9:30 AM	**OCTOBER 27, 2010**
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services 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. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. 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 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 judgement 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
"LEASE OFFICE SPACE-CITY OF EDINBURG -HOUSE A STATE DISTRICT COURT"
BID NO.: 2010-346-10-27-ERT

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 – New Administration Building
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 BID)

EXHIBIT "A"
HIDALGO COUNTY
LEASE OFFICE SPACE-CITY OF EDINBURG-HOUSE A STATE DISTRICT COURT
BID NO. 2010-346-10-27-ERT

SPECIFICATIONS

SCOPE OF WORK:
Hidalgo County is seeking bidders to establish a contract for "Lease Office Space-City of Edinburg-House a State District Court". The proposed building should be in good habitable condition and shall consist of the following:

SPECIFICATIONS:

1. **Hidalgo County has the sole option to award the amount of square feet required.**

2. **Hidalgo County will ONLY award the amount of square feet required.**

3. The proposed office building shall consist of a minimum of 5,000 square feet of available office space for Hidalgo County.

4. Hidalgo County will determine the final configuration of the floor plan.

5. Bidder shall charge by the square foot for the rental of space on a monthly basis.

6. The proposed building should be located within a two (2) block radius of the Hidalgo County Courthouse located at 100 N Closner Blvd, Edinburg, TX.

7. The proposed building must meet all ADA Requirements including but not limited to, all entrances, restrooms and/or parking areas. An existing building must be ready for occupancy with all specifications completed and in compliance with the Americans with Disabilities Act, forty-five (45) days from the date of the awarding of the bid and execution of the lease document, or the award will become null/void.

8. If any renovations to the building are necessary in order to comply with the specifications mentioned herein, said renovations will be made by the bidder and at the bidder's expense. The renovations will be completed and constructed according to a floor plan, diagram or scheme as requested and approved by Hidalgo County Judicial Court. All remodeling or renovations will be completed ninety (90) days from the date of bid award. If completion date is not met,

awarded bid and lease may become null/void.

9. Said building shall accommodate for Courtroom with measurements a minimum of 800 square feet for:
a. Lawyers Bar Wall
b. Judge's Bench
c. Jury Box
d. Witness Stand
e. Court Reporters Area

10. Said building shall accommodate a minimum of 2 offices for District Clerk staff and for a file room with a minimum of 100 square feet each.

11. Lobby to be with said measurement of a minimum of 300 square feet.

12. Restrooms as follows:
a. One (1) Staff (Unisex)
b. One (1) Unisex
c. One (1) Male
d. One (1) Female

13. Jury room with a minimum of 180 square feet.

14. Bid premises must have public restrooms, one (1) for men, one (1) for women and shall be handicapped accessible. Separate restroom facilities for employees.

15. Storage area with a minimum of 50 square feet.

16. Staff open space with a minimum of 250 square feet.

17. Judge's chambers space with a minimum of 180 square feet.

18. Building should have a minimum of three (3) fire extinguishers or amount required by the City Fire Code under federal, state, local and building codes and regulations. Floor area exits or exit access doorways must comply with the City Fire Code under federal, state and local building codes and regulations.

19. The guest parking lot shall consist of a minimum of forty (40) parking spaces with a minimum of two (2) designated handicapped parking with the shortest accessible route, a ramp should be available leading to the building. Building access must comply with American Disability Act Parking Requirements.

20. The building should be well insulated with ERA rating of minimum of eleven (11).

21. Prior to occupancy or commencement of the contract and every year afterward for the duration of the contract, the Lessor must provide acceptable indoor air quality. The quality of the air in and occupied enclosed space that is within an established temperature and comfort zone and which does not contain air contaminants in sufficient concentration to produce a negative impact on the health and comfort of the occupants. Established temperature and relative humidity comfort zones are defined as:

- Temperatures must be maintained between 68 and 76 degrees Fahrenheit depending on the season (winter 68-73; summer 73-76); relative humidity levels must be maintained between 30% and 55%, with the humidity level not less than 30% and not to exceed 55%.
- Hidalgo County reserves the right to review the Indoor Quality Test results.

22. During the term of the lease, the building must be well ventilated as required by law: Carbon Dioxide level cannot be more than 700 ppm of contiguous outside ambient air, and Carbon Dioxide levels cannot exceed 1200 ppm. If there are gas appliances (heaters, a/c system), prior to occupancy and as required by Lessee, Lessor must provide documentation proof that all gas operating appliances have been inspected and are functioning properly to prevent the inappropriate accumulation of Caron Monoxide levels. If Carbon Monoxide levels are identified. Carbon Monoxide Levels must not exceed 1 ppm.

23. During the term of the lease, all air conditioning systems must comply with the American Society of Heating, Refrigeration and Air-Conditioning Engineers Specifications (ASHRAE). Proof of compliance with specifications must be provided at the time of the bid. Maintenance of air conditioning, heating will be the responsibility of the lessors expense.

24. Prior to occupancy, plus during the term of the lease upon written request of Lessee, Lessor will provide documentation from an approved laboratory source that biological contaminant levels (i.e., mold, mold spores, fungi, yeast, etc.) within the building do not exceed more than 10% of contiguous outside air levels.

25. HVAC Systems must be cleaned and inspected prior to occupancy by Hidalgo County and on an annual basis at the Lessor's expense.

26. Hidalgo County requires a third party inspection, at Lessor's expense, of roof system assessment with reports on:
    a. Age, Condition, and Warranty of the Roof

27. Hidalgo County requires the Lessor to maintain a weather tight roof system throughout the term of the lease.

28. Bid premises shall have water, sewer, garbage pickup in addition to electricity and natural gas. Building must have natural adequate lighting at each hallway and office area, with not less than 70 foot candles at any desk station.

29. Security lighting must be provided on the outside of the proposed building and approved by Hidalgo County.

30. The bidder who will be awarded the contract/lease will ensure that the facilities (toilets, water faucets, and air conditioning, heating, etc.) within the building are working properly before and during the rental/lease of the building and will provide all upkeep and maintenance under the lease.

31. Building shall be in good working condition and be handicap accessible to provide services to all clients.

32. All repairs will be done on a timely manner as prioritized by Hidalgo County.

33. Bidder must provide the legal description of the property along with your bid and include a proposed "floor plan layout" of your facility.

34. Hidalgo County must have permission to install phone lines, audio, video and/or data cabling in the facility if necessary.

35. Prior to occupancy, Lessor must provide documented proof that the building is asbestos free, if applicable.

36. Upon submission of bid, Hidalgo County reserves the right to tour and visit proposed building.

37. Hidalgo County reserves the right to have the building inspected on an as needed basis in as much as to ensure that the building is meeting up to standards requirements while contract is ongoing with the County.

38. Building must be free of insects and rodents prior to occupancy by the Hidalgo County Judicial Court. Pest control maintenance will be at the Lessor's expense throughout the term of the contract/lease.

REQUIREMENTS:

The awarded bidder shall adhere to the following insurance requirements:

1. Bidder(s) shall provide insurance for the building to be leased against fire,

accidents and natural disaster throughout the term of lease. Also, Bidder shall maintain liability insurance on the premises as indicated on Exhibit "C".

2. Certificates of insurance shall be submitted to Hidalgo County Purchasing Department for approval prior to rental services being performed by lessor hereunder.

3. Each policy of insurance required hereunder shall extend for a period equivalent to or longer than the term of this Lease, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to cancellation of any such coverage on the termination date or otherwise the lease shall be automatically suspended upon the cancellation or other termination of required policy of insurance hereunder.

4. Property insurance policy shall provide that any proceeds for loss or damage to building or to improvements shall be payable solely to Lessor, which sum Lessor shall use to repair and restoration purpose.

TERMS AND CONDITIONS:

1. The term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for two (2) additional one (1) year term under the same rates, terms and conditions.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term due to any unforeseen delay in the procurement process.

3. 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 advantage to the County.

4. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

5. Any contract awarded 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 (30) days written notice prior to cancellation.

6. All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.

7. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next most qualified bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

8. The successful bidder will indemnify and hold harmless the County, and its officers, officials, and employees, agents and attorneys for any and all claims and expenses arising out of or related to the performance of the contract awarded pursuant hereto.

Additional information:

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, **AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN QUESTIONS WILL BE ACCEPTED VIA EMAIL NO LATER THAN, Wednesday, October 20, 2010 at 5:00 p.m. at eric.trevino@co.hidalgo.tx.us . Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, October 22, 2010 at 5:00 p.m

EXHIBIT "B"
HIDALGO COUNTY
LEASE OFFICE SPACE-CITY OF EDINBURG-HOUSE A STATE DISTRICT COURT"
BID NO.: 2010-346-10-27-ERT
BID PAGE

Note: Hidalgo County has the sole option to award the amount of square feet required.

Note: Hidalgo County will ONLY award the amount of square feet required.

Note: Bidder shall charge by the square foot for the rental of space on a monthly basis.

BID PRICE PER SQUARE FOOT: $_____

PHYSICAL LOCATION OF PROPOSED BUILDING:_____

_____

BIDDERS INFORMATION

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NO/FAX NO: _____

CELL PHONE NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

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 naming County as an additional insured shall 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.

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	$
					AL AGGREGATE	$
					ODUCTS - 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 OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

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

SAMPLE

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 FORM MUST ACCOMPANY BID PACKET

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

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 05/29/2007

(Copy of receipt and this form must be submitted with bid)

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) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: 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
☐ Less than 250,000 annual gross receipt
☐ Less than 499,000 annual gross receipt
☐ More than 500,000 annual gross receipt

☐ Black American
☐ Hispanic American
☐ Asian Pacific American

☐ Native American
☐ Women
☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

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.:

Revised12/14/06

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:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

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"

PROPERTY/LEGAL DESCRIPTION

BID FORM
THE COUNTY OF HIDALGO, TEXAS
HIDALGO COUNTY JUDICIAL COURT

"Lease Office Space - City of Edinburg – House A State District Court"
BID NO. 2010-346-10-27-ERT

Legal Description of Property:

Property (including any improvements):

The north ½ of lots 13, 14, 15, and 16 Block 256, ORIGINAL TOWNSITE OF EDINBURG, Hidalgo County, Texas according to the map recorded in Volume 1, Page 23, Map Records in the Office of the County Clerk of Hidalgo County, Texas reference to which is here made for all purposes and,

Lots Seventeen (17) through Twenty (20), inclusive, Block two hundred fifty-six (256), ORIGINAL TOWNSITE OF EDINBURG, Hidalgo County, Texas as per map or plat thereof recorded in volume 1, page 23, map records, Hidalgo County, Texas, and

The Real Property or its address is commonly known as 323 W. Cano Street, Edinburg, TX 78539.

Lots Twenty-One (21) and Twenty-Two (22), Block two hundred fifty-six (256), ORIGINAL TOWNSITE OF EDINBURG, Hidalgo County, Texas as per map or plat thereof recorded in volume 1, page 23, map records, Hidalgo County, Texas.

The Real Property or its address is commonly known as 323 W. Cano Street, Edinburg, TX 78539

FLOOR PLAN

FLOOR PLAN

SURVEY OF PARKING LOT AND PROPERTY

10/22/10

EXHIBIT "C"

VENDOR'S BID PRICE

Bid
For

HIDALGO COUNTY
"LEASE OFFICE SPACE-CITY OF EDINBURG -HOUSE A STATE DISTRICT COURT"
BID NO.: 2010-346-10-27-ERT

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 – New Administration Building
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: Jose E. Garcia
Address: 4401 N. McColl Rd., McAllen, Tx 78504
By: Jose E. Garcia
Printed Name: Jose E. Garcia
Title: Owner

(THIS PAGE MUST BE SUBMITTED WITH BID)

10/22/10

EXHIBIT "B"
HIDALGO COUNTY
LEASE OFFICE SPACE-CITY OF EDINBURG-HOUSE A STATE DISTRICT COURT"
BID NO.: 2010-346-10-27-ERT
BID PAGE

Note: Hidalgo County has the sole option to award the amount of square feet required.

Note: Hidalgo County will <u>ONLY</u> award the amount of square feet required.

Note: Bidder shall charge by the square foot for the rental of space on a monthly basis.

BID PRICE PER SQUARE FOOT: $ 1.85 - MINIMUM OF 5000. SQ FT. 4PS

PHYSICAL LOCATION OF PROPOSED BUILDING: ONE BLOCK WEST OF HIDALGO COUNTY COURTHOUSE AT 111 SOUTH 9th STREET, EDINBURG, TX.

BIDDERS INFORMATION

BIDDER/COMPANY NAME: Jose E. Garcia

ADDRESS: 4401 N. McColl Rd.

CITY/STATE/ZIP: McAllen, Texas 78504

PHONE NO/FAX NO: (956) 630-0081 / Fax (956) 630-3631

CELL PHONE NO: (956) 607-8002

E-MAIL ADDRESS: JEG@gvlaw.net

AUTHORIZED SIGNATURE: Jose E. Garcia

TITLE: Owner

OPENED
9:41 am
10-27-2010
Witnessed

10/22/10

EXHIBIT "D"

INSURANCE CERTIFICATE

ACORD CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YY) 03/26/2010

PRODUCER (956)686-8323 FAX (956)686-0241
Bert Whisenant Insurance
816 East Hackberry Avenue
McAllen, TX 78501

Attn Rosalinda Solis Ext 25

INSURED
Joe E Garcia Law Office
4401 N. McColl Rd.
McAllen, TX 78504

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.

COMPANIES AFFORDING COVERAGE

COMPANY A: Travelers Insurance Co.
COMPANY B:
COMPANY C:
COMPANY D:

COVERAGES

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	COVERED PROPERTY	LIMITS
	X PROPERTY	PACP3656W68610	02/10/2010	02/10/2011	X BUILDING	$ 283,464
	CAUSES OF LOSS				PERSONAL PROPERTY	$
	BASIC				BUSINESS INCOME	$
	BROAD				EXTRA EXPENSE	$
A	X SPECIAL				BLANKET BUILDING	$
	EARTHQUAKE				BLANKET PERS PROP	$
	FLOOD				BLANKET BLDG & PP	$
						$
	INLAND MARINE					$
	TYPE OF POLICY					$
						$
	CAUSES OF LOSS					$
	NAMED PERILS					$
	OTHER					$
	CRIME					$
	TYPE OF POLICY					$
						$
	BOILER & MACHINERY					$
						$
	X OTHER	PACP3656W68610	02/10/2010	02/10/2011		$
A	General Liability				Aggregate	2,000,000
					Per Occurrence	1,000,000

LOCATION OF PREMISES/DESCRIPTION OF PROPERTY
00002/00001 111 S. 9th Edinburg, TX 78539

SPECIAL CONDITIONS/OTHER COVERAGES
$2,500 deductible AOP except 2% Wind/Hail deductible

CERTIFICATE HOLDER FAX: (956)318-2629

Hidalgo County
100 E. Cano
Edinburg, TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
B. R. Whisenant, Jr/ROS B.R. Whisenant Jr.

ACORD 24 (1/95)

©ACORD CORPORATION 1995

10/22/10

AI-24926 **19.D.1.**

WIC-Authority to Suspend and/or Terminate of AIA Agreement w/Dannenbaum Engineering Company(WIC Offices @ Pct4)

CC REGULAR

Date:	01/25/2011
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** WIC

Information

CAPTION

a. Discussion and approval for Hidalgo County to exercise its option to suspend and/or terminate under the current awarded AIA B101 2007 Agreement (Article 9-Termination or Suspension) with DANNENBAUM ENGINEERING COMPANY, contracted architect for: "Building Repairs and/or Additions and Renovations to the W.I.C. Offices located (on the North Side of Richardson Road and East of Doolittle Road) within Hidalgo County Precinct No. 4" due to budget constraint notifications received and described by WIC director with authority for County to issue necessary notice to architect;

b. Authority to accept and approve invoicing for services rendered to date by Dannenbaum Engineering Company in connection with architectual services for the project as provided under AIA-B101-2007 subject to processing and auditing procedures by County Auditor with authority for County Treasurer to issue payment;

c. Discussion and action to cease contract negotiations with the #1 ranked firm for "Professional Geo-Technical Engineering Services" - L&G ENGINEERING LABORATORY (approved by CC on 12/07/10) in connection to services required by project Architect (DEC) for: "Building Repairs and/or Additions and Renovations to the W.I.C. Offices located (on the North Side of Richardson Road and East of Doolittle Road) within Hidalgo County Precinct No. 4" due to same budgetary constraint sited above;

d. Discussion and action to cease contract negotiations with the #1 ranked and selected firm for "Professional Surveying Services" with: DOS LAND SURVEYING (approved by CC on 12/07/10) in connection to services required by project Architect (DEC) for: "Building Repairs and/or Additions and Renovations to the W.I.C. Offices located (on the North Side of Richardson Road and East of Doolittle Road) within Hidalgo County Precinct No. 4" due to the same budgetary constraints sited above;

BACKGROUND

AIA-Termination Clause-C-10-101A-10-05

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1292-441-00-350-011-0-720

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

BUDGETARY IMPACT:

Attachments

Link: AIA B101 2007-DEC-Article 9(Termination & Suspension)

Link: CC Mins-Ranked-Dos Land Surveying (WIC Offices @ Pct 4) under DEC

Link: CC Mins-Ranked-L&G Eng Lab (WIC Offices @ Pct 4) Under DEC

Link: Email Request of Termination by WIC Director

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/21/2011 02:43 PM	APRV
2	Budget & Management	Erika Zamora	01/21/2011 03:07 PM	APRV
3	Erika Zamora	Erika Zamora	01/21/2011 03:19 PM	APRV
4	Auditor's Office	Linda Fong	01/21/2011 04:29 PM	APRV

Form Started By: Letty Saenz Started On: 01/20/2011 10:30 AM

Final Approval Date: 01/21/2011

C-10-101A-10-05

AIA® Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 28th day of **September** in the year **2010**
(In words, indicate day, month and year.)

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

County of Hidalgo
3100 South Business Highway 281, Suite D
Edinburg, Texas 78539
(956)289-7850

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

Dannenbaum Engineering Company
1109 Nolana Loop, Suite 208
McAllen, Texas 78504
(956) 682-3677

for the following Project:
(Name, location and detailed description)

Building Repairs and/or Additions and Renovations to the W.I.C. Offices located in Edinburg, Texas on the North Side of Richardson Road and East of Doolittle Road within Hidalgo County Precinct No. 4

The Owner and Architect agree as follows.

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

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

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User Notes: (1230534504)

TABLE OF ARTICLES

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2 ARCHITECT'S RESPONSIBILITIES

3 SCOPE OF ARCHITECT'S BASIC SERVICES

4 ADDITIONAL SERVICES

5 OWNER'S RESPONSIBILITIES

6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

To be determined at a later date by mutual agreement

.2 Substantial Completion date:

To be determined at a later date by mutual agreement

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall negotiate adjustments in schedule, compensation and Changes is Work in accordance with Section 3.6.5 and 4 .

§ 1.4 This is a non-exclusive Contract. Owner is not precluded from retaining the service of other architects for projects within Precinct No 4. The purpose of the Architect's services shall include, but not be limited to, projects involving remodeling, alterations and repairs.

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User Notes: (1230534504)

earlier termination of this Agreement, Architect will revise drawings to reflect changes made during construction and he will promptly furnish the Owner with one complete set of reproducible record prints. All such reproductions shall be property of the Owner who may use them without Architect's permission for any proper purpose related to the Project, including, but not limited to additions to or completion of the Project. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service for purposes of completing, using and maintaining the Project.

(Paragraphs deleted)

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

(Paragraph deleted)

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect waives consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Article 9.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement may, if agreed to by all parties after the claim or dispute has arisen, be submitted to mediation prior to the institution of legal or equitable proceedings by either party.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. However, nothing in this Agreement shall be construed as requiring mandatory mediation of claims, disputes or other matters in questions between the parties.

§ 8.2.3 The parties shall share the mediator's fee equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of

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User Notes: (1230534504)

services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, for more than thirty (30) consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 consecutive days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due

(Paragraph deleted)

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction as modified by Owner.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

(Paragraph deleted)

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to

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User Notes: (1230534504)

§ 13.2 This Agreement is comprised of the following documents listed below:

.1 AIA Document B101™–2007, Standard Form Agreement between Owner and Architect

.2 AIA Document A201™–2007, General Conditions of the Contract for Construction attached hereto as Exhibit "B".

.3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Exhibit A - Article 14 and 15, Additional Supplemental Conditions to the AIA Document B 101-2007

Exhibit B - 201 Terms and Conditions
Exhibit C - Insurance Certificate
Exhibit D - Rate Schedule

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

OWNER

(Signature)
Rene A. Ramirez, County Judge
(Printed name and title)

DANNENBAUM ENGINEERING COMPANY – MCALLEN, LLC

10/28/10

(Signature)
Louis H. Jones, P.E.
(Printed name and title)

APPROVED AS TO FORM:

Atlas & Hall, LLP

(Row deleted)

(Signature)
By Stephen L. Crain
(Printed name and title)

ATTEST:

(Signature)
Arturo Guajardo Jr., County Clerk
(Printed name and title)

Init.
/

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User Notes:
(1230534504)

Limestone Grade 4-Type A" RFB No.: 2010-277-10-20-SGS.

C. Pct. 2

1. **AI-24236** Acceptance and approval of "Certificate of Substantial Completion" from contractor, D. Wilson Construction Co., reflecting the completion date of December 7, 2010 for the "Construction of New Hidalgo County Pct 2 and other County Offices Complex," as submitted and certified by project architect, VA Architecture. Tommy Canual move in date JP, Contables , approved

2. **AI-24173** Requesting approval and/or ratification (whichever is applicable) of Architect's Supplemental Instruction No. 14 (funded from the Allowance/Contingency) in the amount of $37,551.00, to contractor D. Wilson Construction Co., in connection with the "Construction of New Pct. 2 Administration Office & Other County Offices", #C-09-037C-11-17. approved

D. Pct. 3

1. **AI-24230** Accept and approval of final negotiated "On-Call" professional appraisal services agreement on an as needed basis with Leonel Garza Jr. & Associates LLC for, "Various Projects" for Precinct No. 3 as approved for negotiations on CC 10/12/10. approved

E. Pct. 4

1. **AI-24181** a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service-surveyor services; approved

b. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of engineers in connection with professional Real Estate Services required for Pct. #4 Projects. approved

Firm	Score	Rank
Land Surveyors Dos Logistics	98	1
HALFF	96	2
Millenium Engineering Group	95	3

c. Authority for the Purchasing Department to negotiate a professional services contract with the No.1 ranked firm of Dos Land Surveyors for the provision of Surveyor Services for Precinct No. 4 Projects. approved

F. Community Service Agency

1. **AI-24231** Requesting acceptance and approval of proposal and awarding of negotiated contract to the most qualified proposal received meeting all specifications as attached hereto for "Repairs, Replacement and/or Retrofit Central Heating and/or Cooling Systems" 2010-286-09-22-OTM. approved

G. Colonia Access Program

1. **AI-23668** Acceptance and approval of claim from Millennium Engineers Group, Inc. in the amount of $2,641.46 for material testing on Pct.#2 North Alamo Village, Pct.#4 - Villa Del Mundo, Colonia Big 5, and Bar VI Subdivisions. approved

H. Colonia Access Program Pct. 1

1. **AI-24210** Acceptance and approval of Application for Payment No. 3- Final in the amount of $77,177.70 from Asago Construction contracted vendor for Maryann Subdivision as reviewed and submitted by project engineer, Rodriguez Engineering (C-CAP-09-471-04-06). approved

I. Colonia Access Program Pct. 4

nothing to report a-c

the following:
a) Renovations of administration building
b) Other ongoing county owned building construction, renovation repair projects
c) Emergency situations occurring since last agenda meeting

4. **AI-24182** a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;
approved

b. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of engineers in connection with professional Materials Testing Services required for Pct. #4 Projects.
approved

Firms	Scores	Ranks
RABA Kistner	95	3
Millennium Eng.	96	2
L&G Engineers	99	1

c. Authority for the Purchasing Department to negotiate a professional Materials Testing Services Contract with the No.1 ranked firm of L&G Engineers for the provision of Material Testing Services for Pct. # 4 Projects.
approved

5. **AI-24225** Selection/Assignment/Designation of the Evaluation Committee to score, grade and evaluate the three nominated architectural firms of through CC action of 11-30-10 of: Mata-Villarreal-Garcia Design, LLP; ERO International, LLP; and Rike-Ogden-Figueroa-Allex Architects, Inc. in connection with the design and construction of an Additional Administration Building to house elected offices, departments, programs and/or agencies including, but not limited to, those currently housed at the leased property known as the Mediplex.
mingo pct 3
eddie gonzalez 1
yolanda chapa
humberto garza

6. **AI-24112** Recommending award of bid through request sealed quotes and approval of contract documents to bidder meeting all specifications/requirements attached hereto for Hidalgo County Sheriff's Office -"Maintenance & Repair of Kitchen Equipment & Appliance at the Hidalgo County Adult Detention Center, aka, County Jail" RFSQ No.: 2010-290-11-08-MEG.
approved

7. **AI-24217** a. Discussion and action to award to McGriff, Seibels & Williams and approval of final negotiations (including best and final offers for RFP No. 2010-267-10-27-OTM "Hidalgo County-Excess Workers' Compensation Insurance" (as selected by CC on 11-30-10);
approved

b. Requesting approval to purchase the insurance coverages and/or services for RFP No. 2010-267-10-27-OTM "Hidalgo County-Excess Workers' Compensation Insurance", as described in the RFP Proposal-Premiums & Fee Schedule as submitted by and through McGriff, Seibels & Williams.
approved

8. **AI-23928** a. Presentation by consultant, Alamo Insurance Group, of scoring grid with recommendation on the responses received for: Group Term Life-Accidental Death and Dismemberment for formal ranking by Commissioner's Court so as to proceed with award:
approved

	Provider	Score/Grade	Rank
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

b. Approval to award to the number one (1) ranked firm of _____ with authority to purchase policy or policies for: Group Term Life-Accidental Death and Dismemberment.
approved

9. **AI-24208** a. Request by CC member for Hidalgo County to exercise it's option to terminate (under

approved

Leticia Saenz

From: Norma Longoria [norma.longoria@wic.co.hidalgo.tx.us]
Sent: Tuesday, January 18, 2011 3:13 PM
To: martha.salazar@co.hidalgo.tx.us
Cc: leticia.saenz@co.hidalgo.tx.us; darlene.betancourt@co.hidalgo.tx.us; moises.salazar@co.hidalgo.tx.us; mague.gonzalez@wic.co.hidalgo.tx.us; blanca.castilla@wic.co.hidalgo.tx.us
Subject: Remodeling for Edinburg Clinic

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Red Category

Hi Marty,

I was in Austin last week and I was informed that there will be no additional funding for infrastructure projects this year. The WIC Program is funding mostly from USDA and some State funds. At the moment as you well know the Federal Budget is operating on a continuing resolution and they may operate under continuing resolution until end of fiscal year or develop a budget before that. The problem is that Congress cannot agree on a budget. There are alot of talks that they WIC may have to operate under 2008 levels but that is not for sure. Due to this uncertainty, the State office is not approving any extra funding for any type of projects.

Last fiscal year I was awarded monies to complete an addition to Edinburg WIC Clinic that is co-located with the Health Department. Due to time limitations and the AIA agreeement going back and forth we were not able to finish the project. We were able to pay for meetings and plans drawn up by Dannebaum. Dannebaum continued the project thinking that the State would guarantee funding for this fiscal year. I am faced with having to ask Hidalgo County to cease all work involved with this project immediatedly. I can pay for any work done by Dannebaum & Assoc. for the months of December and January. If you have any questions, please don't hesitate to call me. Thank you for your attention to this matter.

Norma Longoria, MS, LD
WIC Director
Hidalgo County WIC Program
3105 W. University Dr.
Edinburg, TX 78539
(956) 381-4646
(956) 380-4056 Fax

AI-24897 **19.E.1.**

Construction of Sheriff's Office Substation in the Precinct No. 1 Area.
CC REGULAR

Date:	01/25/2011
Submitted By:	Moises Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Sheriff's Office

Information

CAPTION

a. Status report regarding the negotiation process with the number one ranked firm of Negrete-Kolar for the selection of an "Owner's Representative" services in connection with the design and construction of the new Sherif's Office Sub-Station in the Precinct No. 1 area as approved by Commissioners Court on November 2, 2010 (AI-23679);

b. Request and recommendation by Sheriff's Office to cease negotiations with Negrete-Kolar inasmuch as Sheriff's Office wishes to explore the option of engaging a Construction Manager and not an architect as an "Owner's Representative";

c. Requesting approval to cancel current project of engaging an Architectural firm for the provision of "Owner's Representative" services;

d. Due to time constraints, approval to seek proposals from Construction Management Services awarded vendors through the County's memberships/participation with cooperative purchasing programs and thus complying with Texas Local Government Code, Chapter 271., Section 117 and Professional Services Procurement Act-Chapter 2254, Section .004 and all other applicalbe laws; or in the alternative,

e. Authority to advertise a Request for Qualifications for Construction Management Service for Hidalgo County.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1336-423-00-280-036-0-720
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available balance as of 1-21-11 $2,495,561.86

FISCAL YEAR: 2010 **ACCT. #:** 0-1342-423-00-280-036-0-720
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Available balance as of 1-21-11 $1,275,000.00

Attachments

Link: Agenda Item 23679

Link: Local Gov Code 271-117

Link: Gov Code 2254-004

Link: Email

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/21/2011 02:43 PM	APRV
2	Budget & Management	Erika Zamora	01/21/2011 03:06 PM	APRV
3	Manuel Chapa	Manuel Chapa	01/21/2011 03:27 PM	APRV
4	Auditor's Office	Linda Fong	01/21/2011 04:24 PM	APRV

Form Started By: Moises Salazar Started On: 01/19/2011 01:14 PM

Final Approval Date: 01/21/2011

AI-23679 **19.E.1.**

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

CC REGULAR

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

Information

CAPTION

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

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

Nominated firms: 1. _____;

2. _____;

3. _____;

4. _____;

5. _____;

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

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

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

FISCAL YEAR: 2010 **ACCT. #:** 0-1342-423-00-280-036-0-720

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

BUDGETARY IMPACT:

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

Attachments

Link: AIA Documents

Link: Expansion

Link: Pool

Link: Email

Link: backup

Form Routing/Status

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

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

Final Approval Date: 10/29/2010

Sec. 271.117. CONTRACTS FOR FACILITIES: CONSTRUCTION MANAGER-AGENT. (a) A governmental entity may use the construction manager-agent method for the construction, rehabilitation, alteration, or repair of a facility. In using that method and in entering into a contract for the services of a construction manager-agent, a governmental entity shall follow the procedures prescribed by this section.

(b) A construction manager-agent is a sole proprietorship, partnership, corporation, or other legal entity that provides consultation to the governmental entity regarding construction, rehabilitation, alteration, or repair of the facility. A governmental entity using the construction manager-agent method may, under the contract between the governmental entity and the construction manager-agent, require the construction manager-agent to provide administrative personnel, equipment necessary to perform duties under this section, and on-site management and other services specified in the contract. A construction manager-agent represents the governmental entity in a fiduciary capacity.

(c) Before or concurrently with selecting a construction manager-agent, the governmental entity shall select or designate an engineer or architect who shall prepare the construction documents for the project and who has full responsibility for complying with Chapter 1001 or 1051, Occupations Code, as applicable. If the engineer or architect is not a full-time employee of the governmental entity, the governmental entity shall select the engineer or architect on the basis of demonstrated competence and qualifications as provided by Section 2254.004, Government Code. The governmental entity's engineer or architect may not serve, alone or in combination with another person, as the construction manager-agent unless the engineer or architect is hired to serve as the construction manager-agent under a separate or concurrent procurement conducted in accordance with this subchapter. This subsection does not prohibit the governmental entity's engineer or architect from providing customary construction phase services under the engineer's or architect's original professional service agreement in accordance with applicable licensing laws.

(d) A governmental entity shall select a construction manager-agent on the basis of demonstrated competence and qualifications in the same manner as provided for the selection of engineers or architects under Section 2254.004, Government Code, except that notice must be published as provided by Section 271.112(d).

(e) A governmental entity using the construction manager-agent method shall procure, in accordance with applicable law, a general contractor, trade contractors, or subcontractors who will serve as the prime contractor for their specific portion of the work.

(f) The governmental entity or the construction manager-agent shall procure in accordance with Section 2254.004, Government Code, all of the testing

of construction materials engineering, the inspection services, and the verification testing services necessary for acceptance of the facility by the governmental entity.

Added by Acts 2001, 77th Leg., ch. 1409, Sec. 5, eff. Sept. 1, 2001. Amended by Acts 2003, 78th Leg., ch. 1276, Sec. 14A.793, eff. Sept. 1, 2003.

Sec. 2254.004. CONTRACT FOR PROFESSIONAL SERVICES OF ARCHITECT, ENGINEER, OR SURVEYOR. (a) In procuring architectural, engineering, or land surveying services, a governmental entity shall:

(1) first select the most highly qualified provider of those services on the basis of demonstrated competence and qualifications; and

(2) then attempt to negotiate with that provider a contract at a fair and reasonable price.

(b) If a satisfactory contract cannot be negotiated with the most highly qualified provider of architectural, engineering, or land surveying services, the entity shall:

(1) formally end negotiations with that provider;

(2) select the next most highly qualified provider; and

(3) attempt to negotiate a contract with that provider at a fair and reasonable price.

(c) The entity shall continue the process described in Subsection (b) to select and negotiate with providers until a contract is entered into.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993. Amended by Acts 1997, 75th Leg., ch. 119, Sec. 1, eff. Sept. 1, 1997.

From:	Juan Tapia
To:	"Moises Salazar"; "Rocio Villarreal"
Cc:	joel.quintanilla@co.hidalgo.tx.us; "Anacleto Martinez"; Martha.Mena@co.hidalgo.tx.us; r.espinoza@hidalgoso.org; "Richard Ozuna"; "Richard Sunday"; raul.sesin@hchd.org
Subject:	FW: Construction Project Manager Services for Sheriff"s Office Pct. 1 East Substation
Date:	Thursday, January 13, 2011 4:33:39 PM

Moises,
Confirming our conversation, in order to save time on a RFQ process to engage with a firm to work as a
Construction project manager, we recommend to contact a Job Order Contractor (AJOC) Hunt and Associates, Inc.
For Sheriff's Office construction project East Substation at Pct. 1. Should you have any questions or required
additional information, please do not hesitate to contact us.
Respectfully,

Juan Tapia
Procurement Specialist
Hidalgo Co. Sheriff's Office
Off (956)-292-2930 Fax (956)-292-2932

From: Juan Tapia [mailto:juan.tapia@hidalgoso.org]
Sent: Thursday, January 06, 2011 11:43 AM
To: 'Rocio Villarreal'
Cc: 'Anacleto Martinez'; 'r.espinoza@hidalgoso.org'; 'Richard Ozuna'; 'Moises Salazar'; 'Darlene Betancourt'; 'Richard Sunday'
Subject: RE: Negrete & Kolar Representation Services Scope/Agreement and Fee proposal

Rocio,
Following our telephone conversation, Chief Martinez instruct me to inform you that a meeting with
Negrete & Kolar Architects will not be necessary. Instead we need to work (focus) on a Construction Mgr.
(Owners Designated Representative scope of work specifications project).
As soon I received any additional information, I will forward to you in order to request CC approval.
Should you have any questions or required additional information, please do not hesitate to contact us.
Respectfully,

Juan Tapia
Procurement Specialist
Hidalgo Co. Sheriff's Office
Off. (956)-292-2930 Fax (956)-292-2932
Cell 776-2288

```
-----Original Message-----
From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Tuesday, January 04, 2011 11:02 AM
To: 'Anacleto Martinez'; 'juan tapia'
Cc: 'Moises Salazar'; 'Darlene Betancourt'
Subject: FW: Representation Services Scope/Agreement and Fee proposal

Chief Martinez:
Please advise how we will proceed with the Sheriff's Office Substation
Project. Mr. Negrete has requested if the Sheriff's Office and Purchasing
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Department would like to meet with him, he will be available next week from Jan. 12-14 Wednesday Afternoon, Thursday anytime, or Friday Afternoon. If you have any questions please feel free to contact me. Thank you.
Rocio Villarreal

-----Original Message-----
From: David Negrete [mailto:DNegrete@nekoarch.com]
Sent: Monday, January 03, 2011 1:35 PM
To: 'Rocio Villarreal'
Subject: Representation Services Scope/Agreement and Fee proposal

Rocio,
What is the status of review regarding my initial scope, agreement form and fee proposal?
I will be in Del Rio Texas, Tuesday Wednesday and Thursday of this week.

I will be in the RGV Wednesday through Friday next week Jan. 12th - 14th. If you and the Sheriff's department would like to meet Wed. Afternoon, Thursday anytime, or Friday Afternoon regarding the above, please advise me. I have those blocks of time open at this time
Regards

David Negrete

AI-24814 **19.F.2.**

"On Call - Project -MPO and HCRMA, Traffic Studies"

CC REGULAR

Date:	01/25/2011
Submitted By:	Nielda Cavazos, PURCHASING DEPT.
Submitted For:	Nielda Cavazos
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Co. Wide

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional services;

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded & evaluated through the County's approved "pool" in connection with professional engineering services required for Projects (on an as needed basis) for "On Call Services-MPO and HCRMA , Traffic Studies County Wide Projects.

Evaluators	L&G Engineers	Dos Logistics	Noe Garza Engineers	
Evaluator 1.	97	91	83	
Evaluator 2.	98	96	91	
Evaluator 3.	99	78	72	
Evaluator 4.	100	97	95	
Evaluator 5.	96	92	87	
Total Average	490	454	428	
Average	98	90.8	85.6	
Ranking				

c. Authority for the Purchasing Department to negotiate a professional services contract with No. 1 ranked firm of _____for the provision of "On call -Project - MPO and HCRMA, Traffic Studies" County Wide Projects

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-429-30-125-014-0-334

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

BUDGETARY IMPACT:

$75,000.00 available balances as of 01/21/11.

Attachments

Link: grid

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	01/21/2011 04:12 PM	APRV
2	Budget & Management		01/21/2011 05:21 PM	PEND
3	Rosalinda Cantu	Rosie Cantu	01/21/2011 04:39 PM	APRV
4	Auditor's Office		01/21/2011 05:21 PM	NEW

Form Started By: Nielda Cavazos Started On: 01/13/2011 08:09 AM

Final Approval Date: 01/21/2011

HIDALGO COUNTY

Selection of Engineers Services for

"On Call –Project MPO and HCRMA, Traffic Studies"

Scoring & Evaluation GRID

Engineering Services

Total Scores	L&G Engineers	Dos Logistics	Noe Garza
Evaluator 1	97	91	83
Evaluator 2	98	96	91
Evaluator 3	99	78	72
Evaluator 4	100	97	95
Evaluator 5	96	92	87
Total Score	490	454	428
Average	98	90.8	85.6
Ranking			

*SCORING & EVALUATION COMPLETED BY ALL FOUR COUNTY PRECINCTS AND COUNTY JUDGES OFFICE *

AI-24810 **19.F.3.**

Proposed and Recommended-Administrative Changes-Blue Cross Blue Shield Medical Plan-Hidalgo Co.

CC REGULAR

Date:	01/25/2011
Submitted By:	Yolanda Velasquez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Co. Wide

Information

CAPTION

Discussion and consideration to approve proposed and recommended Administrative Changes attached hereto to Hidalgo County's current Blue Cross Blue Shield Medical Plan Group presented by Gary Looney, Alamo Insurance Group-Hidalgo County's Group Health Consultant with an effective date of February 01, 2011.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

NO BUDGETARY IMPACT.

Attachments

Link: H.C. Administrative Changes 2011

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/20/2011 04:52 PM	APRV
2	Budget & Management	Erika Zamora	01/21/2011 09:26 AM	APRV
3	Rosalinda Cantu		01/21/2011 05:21 PM	PEND
4	Auditor's Office		01/21/2011 05:21 PM	NEW

Form Started By: Yolanda Velasquez Started On: 01/12/2011 04:40 PM

Final Approval Date: 01/21/2011

Gary R. Looney, **REBC**
3201 Cherry Ridge Drive
Suite D 405
San Antonio, Texas 78230
Phone: (210) 524-7104 Fax: (210) 524-7183

Memorandum

Date : 1/11/2011
To : Hidalgo County Commissioner's Court
From : Gary Looney REBC
RE : Administrative Changes for Blue Cross Blue Shield Medical Plan

PROPOSED BENEFIT CHANGES:

1. Spouse, require marriage certificate and or common law certificate

2. Dependent Children, must establish dependency, by providing documentation;
   Natural Child(ren) - birth certificate, Social Security number.
   Adopted Child(ren) - must provide legal adoption papers.
   Foster Child(ren) - legal document.
   Step Child(ren) - legal guardianship, power of attorney.
   Court Order - request form from the AG.

3. DELETE –"who is dependent upon you for more than one-half of his support as defined by the Internal Revenue Code of the United States. "

4. RETIREES - Grandfather current retirees under the plan. They will continue as currently enrolled.

5. NEW retirees effective 2/1/2011, retirees and dependents, age 65 and over once they become eligible for Medicare County's coverage will terminate. Retired employee must enroll in Medicare upon retirement to maintain continuity of coverage under Medicare.

6. Flu shots to be covered at 100%.

7. A 90 day supply of medications to be dispensed at a retail pharmacy at the mail order co-pays.

8. Pay Emergency Room/Physician charges based on billed amount when services are performed as a result of accidental injury or life threatening illness.

I have reviewed the requested plan changes and recommend that the Court approve the changes effective February 1, 2011.

Sincerely,

Gary Looney
Sr VP Alamo Insurance Group

AI-24817 **19.F.4.**

New Administration Building

CC REGULAR

Date:	01/25/2011
Submitted By:	Nielda Cavazos, PURCHASING DEPT.
Submitted For:	Nielda Cavazos
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Co. Wide

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional services;

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of in connection with professional architectural services required for the design and construction of an additional administration building project to be located on the north parking lot area from former Robert's Chevrolet, aka, Hidalgo County Clerks Document Storage Facility.

Evaluators	ERO Architects	Mata & Villarreal Garcia (MVG)	Rike Ogden Figuera Allex Architects Inc.,
Evaluator 1.	89	98	91
Evaluator 2.	96	93	94
Evaluator 3.	99	81	85
Evaluator 4.	99	92	95
Evaluator 5.	95	92	91
Total Average	478	456	456
Average	95.6	91.2	91.2
Ranking			

Authority for the Purchasing Department to negotiate a professional service contract with No. 1 ranked firm of _____for the provision of an additional administration building for Hidalgo County.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1342-419-40-220-044-0-720

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

BUDGETARY IMPACT:

Available balance is $2,850,000.00 as of 1/21/11.

Attachments

Link: Grid

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	01/21/2011 04:16 PM	APRV
2	Budget & Management	Erika Zamora	01/21/2011 04:22 PM	APRV
3	Dale Kennan	Dale Kennan	01/21/2011 05:03 PM	APRV
4	Auditor's Office		01/21/2011 05:21 PM	NEW

Form Started By: Nielda Cavazos Started On: 01/13/2011 08:34 AM

Final Approval Date: 01/21/2011

HIDALGO COUNTY

Selection of ARCHITECTURAL SERVICES
For
Additional Administration Building

Scoring & Evaluation GRID

Architectural Services

Total Scores	Mata-Villarreal & Garcia (MVG)	ERO Architects	Rike Ogden Figueroa Allex Architects Inc.
Evaluator 1	98	89	91
Evaluator 2	93	96	94
Evaluator 3	81	99	85
Evaluator 4	92	99	95
Evaluator 5	92	95	91
Total Average	456	478	456
Average	91.2	95.6	91.2
Ranking			

*SCORING & EVALUATION COMPLETED BY ALL FOUR COUNTY PRECINCTS AND COUNTY JUDGES OFFICE *

Tie for Second (2)

Mata Villarreal & Garcia _____

Rike Ogden Figueroa _____

AI-24873 **20.D.**

CL-10-0436-D; Jose Rodriguez v. County of Hidalgo

CC REGULAR

Date:	01/25/2011
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Closed Session

Information

CAPTION

CL-10-0436-D; Jose Rodriguez 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	01/18/2011 10:13 AM	APRV
2	Auditor's Office	Linda Fong	01/21/2011 04:19 PM	APRV
3	Purchasing Department	Marty Salazar	01/21/2011 04:22 PM	APRV

Form Started By: Monica Badillo — Started On: 01/18/2011 10:00 AM

Final Approval Date: 01/21/2011

AI-24874 **21.D.**

CL-10-0436-D; Jose Rodriguez v. County of Hidalgo

CC REGULAR

Date: 01/25/2011
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE
Agenda Category: Open Session

Information

CAPTION

CL-10-0436-D; Jose Rodriguez 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	01/18/2011 10:13 AM	APRV
2	Auditor's Office	Linda Fong	01/21/2011 04:19 PM	APRV
3	Purchasing Department	Marty Salazar	01/21/2011 04:22 PM	APRV

Form Started By: Monica Badillo — Started On: 01/18/2011 10:01 AM

Final Approval Date: 01/21/2011

AI-24946 **24.B.**

RMA Resolution

CC REGULAR

Date:	01/25/2011
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Submitted For:	Comm. Joseph Palacios
Department:	EXECUTIVE OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Approval of Resolution regarding Regional Mobility Authority (RMA)

BACKGROUND

Fiscal Impact

Attachments

Link: resolution

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/21/2011 01:18 PM	APRV
2	Auditor's Office		01/21/2011 05:21 PM	NEW

Form Started By: Monica Badillo — Started On: 01/21/2011 10:38 AM

Final Approval Date: 01/21/2011

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

WHEREAS, on October 26, 2004, the Commissioners Court, at a special meeting, approved a petition to the Texas Transportation Commission (the "Commission) (the "County Petition") requesting the authorization to form the Hidalgo County Regional Mobility Authority (the "HCRMA") as required by TAC Chapter 26 (the "RMA Rules") for the purposes of improving mobility in the County through the development of certain transportation projects and at regular meetings of the Commissioners Court held on March 29, 2005 and July 19, 2005, the Commissioners Court amended and restated the HCRMA petition to the Commission;

WHEREAS, the Commission, as required by V.T.C.A. Transportation Code, Chapter 370, the Regional Mobility Authority Act (the "Act") and the RMA Rules, by Minute Order No. 110315 dated November 17, 2005 authorized the creation of the HCRMA;

WHEREAS, HCRMA is currently pursuing the preliminary project development through the selection and use of engineering firms for the Hidalgo County Trade Corridor consisting of International Bridge Trade Corridor "IBTC" on the eastern part of the County as well as SH365/Trade Corridor Connector "SH365/TCC" on the western part of the County.

WHEREAS, as is the custom with other RMA's state wide, the County would like to see the HCRMA procure the services of a General Engineering Consultant (GEC) to assist in engineering plan preparation and direct oversight of all engineering operations related to project development for all current and future HCRMA projects.

WHEREAS, the County is of the opinion that due to the size and relative complexity of the "SH365/TCC" project, this project should not be segmented. The selection of the engineering firm for the design work through PS&E should be limited to the number one (1) ranked firm by HCRMA. The County believes that this will ensure uniformity in the design plans which will aid in keeping construction costs low.

WHEREAS, the County has established a history of supporting HCRMA and mobility improvements in the County, to wit: (i) on December 12, 2006, the County and the HCRMA entered into an interlocal agreement under the terms of which the County agreed to assist the HCRMA by making available a loan of funds not to exceed Two Hundred Thousand ($200,000) Dollars to support HCRMA's organizational efforts and (ii) on August 14, 2007, the County adopted an order enacting a "Motor Vehicle Registration Fee" of $10, effective on January 1, 2008, for the purposes of funding long-term transportation projects through the HCRMA;

NOW THEREFORE BE IT RESOLVED; since the procurement of a General Engineering Consultant (GEC) firm, selection of the number one (1) ranked engineering firm for "SH365/TCC" project, and subsequent procurement of engineering firms for the "IBTC" establishes a well defined project development process, the County will continue it's well established history of supporting HCRMA's use of the $10 "Motor Vehicle Registration Fee", and if necessary other funding assistance, for the purpose of funding long term transportation projects through the HCRMA.

READ, CONSIDERED, PASSED AND APPROVED at the regular meeting of the Hidalgo County Commissioners' Court, Edinburg, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Codes Ann., Government Code, Section 551.041 on the _____ day of _____, 2011.

COUNTY OF HIDALGO COMMISSIONERS' COURT

_____
Ramon Garcia, Hidalgo County Judge

_____ _____
Joel Quintanilla, Commissioner, Pct. 1 Joe Flores, Commissioner, Pct.3

_____ _____
Hector "Tito" Palacios, Commissioner Pct. 2 Joseph Palacios, Commissioner Pct. 4

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

AI-24962 **24.C.**

Agenda Policy

CC REGULAR

Date:	01/25/2011
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Discussion, consideration and action re-affirming "Rules of Procedures, Conduct and Decorum at Meetings of the County Commissioners' Court" previously approved by court on 05/01/07

BACKGROUND

Fiscal Impact

Attachments

Link: Policy

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/21/2011 03:08 PM	APRV
2	Auditor's Office		01/21/2011 05:21 PM	NEW

Form Started By: Monica Badillo Started On: 01/21/2011 02:57 PM

Final Approval Date: 01/21/2011

RULES OF PROCEDURE, CONDUCT AND DECORUM AT MEETINGS OF THE COUNTY COMMISSIONERS' COURT

I. All Regular, Special, Emergency and Executive Session Meetings of the Hidalgo County Commissioners' Court will be called and conducted in accordance with the provisions of the Texas Open Meetings Act, Chapter 551, Government Code.

II. Regular, Special and Emergency Meetings of the Hidalgo County Commissioners' Court are open to the public and to representatives of the press and media. Executive Sessions of the Commissioners' Court are not open to the public, the press or the media and only those individuals expressly requested or ordered to be present are allowed to attend Executive Session.

III. The Hidalgo County Commissioners' Court meets in Regular Session on the second Tuesday of each month. In order for a matter or issue to appear as an agenda item on the Agenda of any Regular Meeting of the Commissioners' Court, a request must be filed with and approved by at least one member of the Commissioners' Court and/or the County Judge by 5:00 p.m. on the Wednesday immediately preceding the next Regular Meeting of the Commissioners' Court.

IV. The business of Hidalgo County is conducted by and between the members of the Hidalgo County Commissioners' Court and by those members of the County staff, elected officials, department heads, consultants, experts and/or members of the public requested to be present and participate. While the public is invited to attend all meetings of the Commissioners' Court (except Executive Sessions) the public's participation therein is limited to that of observers unless a member (or members) of the public is requested to address the Commissioners' Court on a particular issue (or issues) or unless the member (or members) of the public completes a Public Participation Form and submits same to the Court Administrator prior to the time the agenda item (or items) is addressed by the Court. A sample of the Hidalgo County Commissioners' Court Public Participation Form is attached hereto as Exhibit "A".

A. Each member of the public who appears before the Commissioners' Court shall be limited to a maximum of five (5) minutes to make his/her remarks. Time for each speaker shall be maintained by the County Clerk or such other designated representative of the Commissioners' Court.

B. Maximum discussion on any agenda item, regardless of the number of members of the public wishing to address the Commissioners' Court on such agenda item (or items), shall be limited to thirty (30) minutes. In the event that more than six (6) members of the public wish to address a particular agenda item (or items), then only the first six (6) speakers will be recognized. To the extent possible, the six (6) members of the public recognized to speak shall be divided equally between those members of the public wishing to speak for the agenda item (or items) and those members of the public wishing to speak against the agenda item (or items).

C. In matters of exceptional interest, the Court may, by the majority consensus of the members of the Court in attendance at the meeting, either shorten or lengthen the time allocated for a particular member of the public, all members of the public and/or the amount of time allocated for all agenda items and/or a specific agenda item.

D. It is the intention of the Court to provide an open access to the citizens of Hidalgo County to address the Commissioners' Court and express themselves on issues of County Government. Members of the public are reminded that the Hidalgo County Commissioners' Court is a Constitutional Court, with both judicial and legislative powers, created under Article V, Section I and Section 18 of the Texas Constitution. As a Constitutional Court, the Hidalgo County Commissioners' Court also possesses the power to issue a Contempt of Court Citation under Section 81.024 of the Texas Local Government Code. Accordingly, members of the pubic in attendance at any Regular, Special and/or Emergency Meeting of the Court shall conduct themselves with proper respect and decorum in speaking to, and/or addressing the Court; in participating in public discussions before the Court; and in all actions in the presence of the Court. Proper attire for men, women and children is mandatory. Those members of the public who are inappropriately attired and/or who do not conduct themselves in an orderly and appropriate manner will be ordered to leave the meeting. Refusal to abide by the Court's Order and/or continued disruption of the meeting may result in a Contempt of Court citation.

E. It is not the intention of the Hidalgo County Commissioners' Court to provide a public forum for the demeaning of any individual or group. Neither is it the intention of the Court to allow a member (or members) of the public to insult the honesty and/or integrity of the Court, as a body, or any member or members of the Court, individually or collectively. Accordingly, profane, insulting or threatening language directed toward the Court and/or any person in the Court's presence and/or racial, ethnic, or gender slurs or epithets will not be tolerated. Violation of these rules may result in the following sanctions:

1. cancellation of a speaker's remaining time;
2. removal from the Commissioners' Courtroom;
3. a Contempt Citation; and/or
4. such other civil and/or criminal sanctions as may be authorized under the Constitution, Statutes and Codes of the State of Texas.

V. The County Judge is the presiding officer of the Hidalgo County Commissioners' Court and is a fully participating member thereof. In the event of the absence of the County Judge, the senior member of the Commissioners' Court (in terms of total number of years as an elected representative) present at the Regular, Special, Emergency Meeting or Executive Session, shall serve as the Judge Pro-Tem of the Court. However, nothing herein shall prevent the senior member of this Commissioners' Court from delegating this duty to another member of the Commissioners' Court.

VI. The County Judge (or the designated Judge Pro-Tem of the Commissioners' Court), as presiding officer of the Commissioners' Court, is responsible for conducting all meetings and members of the public who have properly completed a Public Participation Form and submitted same to the Court Administrator must wait to be recognized before they will be allowed to address the Court.

VII. Special Rules for the Press and Media:

A. No media personnel or equipment, including lights, cameras or microphones will be located on the Commissioners' Court bench no closer than seven feet 7') in front of the Commissioners' Court bench.

B. Reporters and media technicians are required to structure their movements, equipment set-up and take-down and adjustments, etc. in such a manner as to not disrupt the Commissioners' Court deliberations or the ability of the public to see, hear, and participate in the proceedings.

C. Interviews shall not be conducted inside the Commissioners' Courtroom during the time the Court is in session.

D. Media interviews which are conducted outside the Commissioners' Courtroom should be conducted in such a manner that the interview does not disturb, impede or disrupt the proceedings of any Regular, Special, Emergency and/or Executive Session Meeting of the Court.

VIII. The Sheriff of Hidalgo County, Texas, or his designated deputy, shall serve as the Bailiff at all Regular, Special and Emergency Meetings of the Court. However, in the event of the absence of the Officer, or in the event that there exists a conflict of interest between the Officer, and the Commissioners' Court, or in the event of an Executive Session of the Court in which the Officer is not an authorized participant, then in such event, the Court shall appoint such other commissioned peace officers to serve as Bailiff as may be necessary.

IX. From time to time, the Commissioners' Court shall conduct community meetings and public hearings. These rules of procedure, conduct and decorum shall also apply to such community meetings and public hearings, however, the Commissioners' Court may adopt such additional and supplemental rules for such meetings as may be necessary and appropriate to conduct such meetings in an orderly, efficient and proper manner.

X. These Rules of Procedure, Conduct and Decorum at Meetings of the Hidalgo County Commissioners' Court shall be effective immediately upon adoption by the Court and shall remain in full force and effect until amended or repealed by a majority vote of the Commissioners' Court.

ADOPTED BY THE UNANIMOUS VOTE OF THE HIDALGO COUNTY COMMISSIONERS' COURT on this the 01st day of May, 2007.

Juan D. Salinas III, County Judge

Sylvia S. Handy
Commissioner, Pct. 1

Joe M. Flores
Commissioner, Pct. 3

Hector "Tito" Palacios
Commissioner, Pct. 2

Oscar L. Garza Jr.
Commissioner, Pct. 4

Attest: Arturo Guajardo Jr. DOK

Arturo Guajardo Jr.
County Clerk

COUNTY COMMISSIONERS' COURT

Public Participation Form

Instructions: Fill out all appropriate blanks. Please print or write legibly.

NAME: _____

HOME ADDRESS: _____

_____

HOME TELEPHONE: _____

PLACE OF EMPLOYMENT: _____

EMPLOYMENT TELEPHONE: _____

Do you represent any particular group or organization? _____

If you do represent a group or organization, please state the name, address and telephone number of such group or organization.

_____

_____

Which agenda item (or items) do you wish to address? _____

_____

In general, are you for or against such agenda item (or items)?

_____

Signature: _____

NOTE: This Public Participation Form must be presented to the Court Administrator prior to the time that the agenda item (or items) you wish to address are discussed before the Court.

AI-24943 **24.D.**

Assignment of Department Liaisons

CC REGULAR

Date:	01/25/2011
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Discussion and approval of Assignment of Department Liaisons

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/21/2011 03:46 PM	APRV
2	Auditor's Office		01/21/2011 05:21 PM	NEW

Form Started By: Angela Garcia Started On: 01/21/2011 08:55 AM

Final Approval Date: 01/21/2011