AI-24975 **6.B.**

Reschedule Court Meeting of February 15, 2011 to Monday February 14, 2011 CC REGULAR

Date:	02/01/2011
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Approval to Reschedule Court Meeting of February 15, 2011 to Monday, February 14, 2011 due to court members' absence while attending County Judges and Commissioners' Conference in Austin

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/24/2011 08:06 AM	APRV
2	Auditor's Office		01/28/2011 05:37 PM	NEW
Form Started By: Monica Badillo			Started On: 01/21/2011 07:51 PM	
Final Approval Date: 01/28/2011				

AI-25085 **6.C.**

AEP Agreement for electric distribution service - Eyhorn Property

CC REGULAR

Date: 02/01/2011
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE
Agenda Category: Comm. Court Executive Office

Information

CAPTION

Approval of Contribution-In-Aid-Of-Construction Agreement for Electric Distribution Services between AEP and County of Hidalgo (Eyhorn Property).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-415-00-115-002-0-439
FUNDS AVAILABLE Y/N?: Y/Pending **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Available funds as of 1/28/11; pending approval of interfund transfer on 2/1/11 (AI - 25089).

Attachments

Link: Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/28/2011 04:17 PM	APRV
2	Perla Lopez	Perla Lopez	01/28/2011 05:02 PM	APRV
3	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Monica Badillo — Started On: 01/28/2011 03:49 PM

Final Approval Date: 01/28/2011

AEP Texas Central Company

Contribution-In-Aid-Of-Construction Agreement
For Electric Distribution Service

HIDALGO COUNTY PCT #3
Service: MILE 14 RD
MISSION, TX

Contract #: DMMS000000126002 Work Request #: 38468952

Date: 1/27/2011

You, HIDALGO COUNTY PCT #3 (Customer) have requested AEP Texas Central Company (Company) to install/construct certain electric distribution facilities (hereinafter referred to as "Facilities") as follows:DESIGNED BY ENGINEERING TECHNICIAN NOE' V. BARRERA ON WR# 38468952, AEP WILL BE UPGRADING, RELOCATING & EXTENDING A 1-PHASE PRIMARY LINE FOR HIDALGO COUNTY PCT# 3; JOB IS LOCATED OF MILE 14 RD., AND IS APPROXIMATELY 1/2 MILE EAST FROM JARACHINAS RD.; FOR PAYMENT, CONTACT ROSIE UNDERWOOD @ (956) 283-2328.

The cost for construction/installation of the requested Facilities will be in excess of what would normally be provided by Company at no additional cost to the Customer to initiate service. In accordance with the Company's approved Tariff, as filed with the Public Utilities Commission of Texas, the Customer agrees to pay Company a one-time, non-refundable, Contribution-In-Aid-Of-Construction (CIAC) in the amount of 41,664.24. The Customer understands that he/she receives no ownership or control of the Facilities by virtue of the payment of the CIAC. The Facilities installed by the Company will remain the property of the Company. The Company expressly retains the right to use said Facilities for any purpose which Company deems appropriate under good utility practices, including the distribution of electric service to other customers.

Company agrees to PROVIDE AND INSTALL ALL MATERIALS AND MAKE ELECTRICAL TERMINATIONS, and the Customer agrees to provide AND MEET ALL COMPANY REQUIREMENTS BEFORE JOB IS RELEASED TO CONSTRUCTION and to be ready to take electric service on or before 01/27/2011.

It is understood and agreed that the Company will not begin construction/installation of the Facilities until full payment of the CIAC has been received by the Company; therefore, Customer understands and agrees that he/she needs to make full payment of the CIAC in sufficient time to allow for the construction/installation to be completed by the In Service Date.

The pricing of the CIAC quoted herein is based on the specifics of the Customer's request, including the Customer's stated In Service Date, and must be accepted by the Customer by executing and returning to the Company this Agreement by 4/27/2011 to remain valid. Should Customer alter the request for facilities, or request a delay in (or is otherwise unable to take service by) the stated In Service Date, the Company reserves the right to update the pricing and require an additional CIAC payment to reflect any increases in cost due to the alteration in requested facilities or the delay in taking service, or both.

Nothing contained herein shall be construed as a waiver or relinquishment by Company of any right it has or may hereafter have to discontinue service for default in the payment of any bill owing or to become owing hereunder or for any reason or cause allowed by law.

By signing and returning this Agreement, Customer understands and accepts the above described terms and conditions.

Customer		Company	
By	_____	By	_____
Signature:	_____	Signature:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

PLEASE >> Please remit To:

>> **AEP - Texas**
Attn: Rosie Underwood
>> **5700 N. Cage**
Pharr, TX 78557-7921
>>

Bill To:

RETURN >> HIDALGO COUNTY PCT #3

WITH >>

PAYMENT >>

Company No: 211
Contract No: DWMS00000126002
Customer No:
Date: 1/27/2011
Amount Due: 41,664.24

Amount Remitted:_____

Contract No: DWMS00000126002

Date: 1/27/2011

PRO FORMA

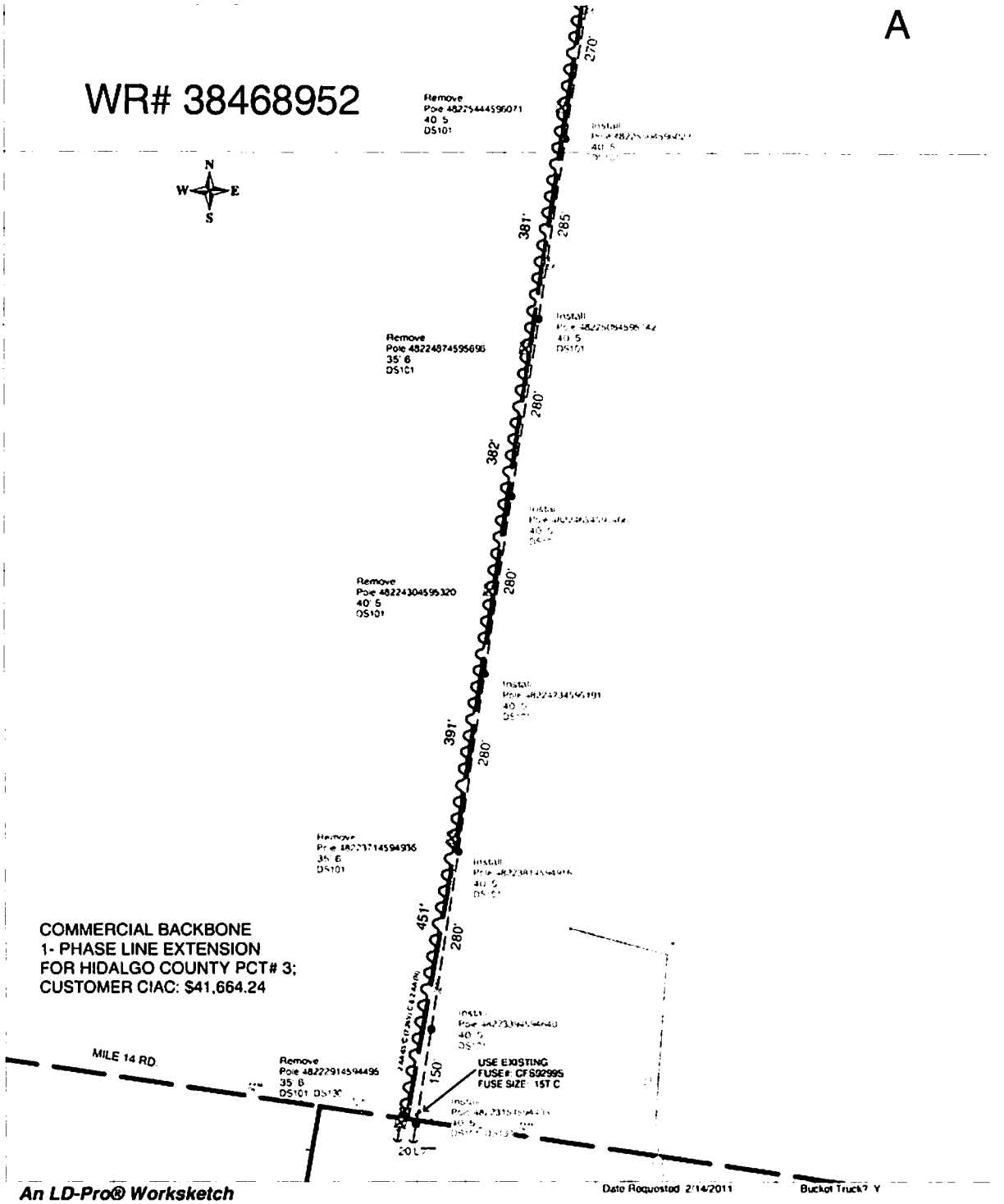
Customer No:
Purchase Order: 38468952

Description	Quantity	UOM	Init Amt	Net Amount
DESIGNED BY ENGINEERING TECHNICIAN NOE' V. BARRERA ON WR# 38468952, AEP WILL BE UPGRADING, RELOCATING & EXTENDING A 1-PHASE PRIMARY LINE FOR HIDALGO COUNTY PCT# 3; JOB IS LOCATED OF MILE 14 RD., AND IS APPROXIMATELY 1/2 MILE EAST FROM JARACHINAS RD.; FOR PAYMENT, CONTACT ROSIE UNDERWOOD @ (956) 283-2328.	1.0	EA	41,664.24	41,664.24

Amount Due: 41,664.24

A

WR# 38468952

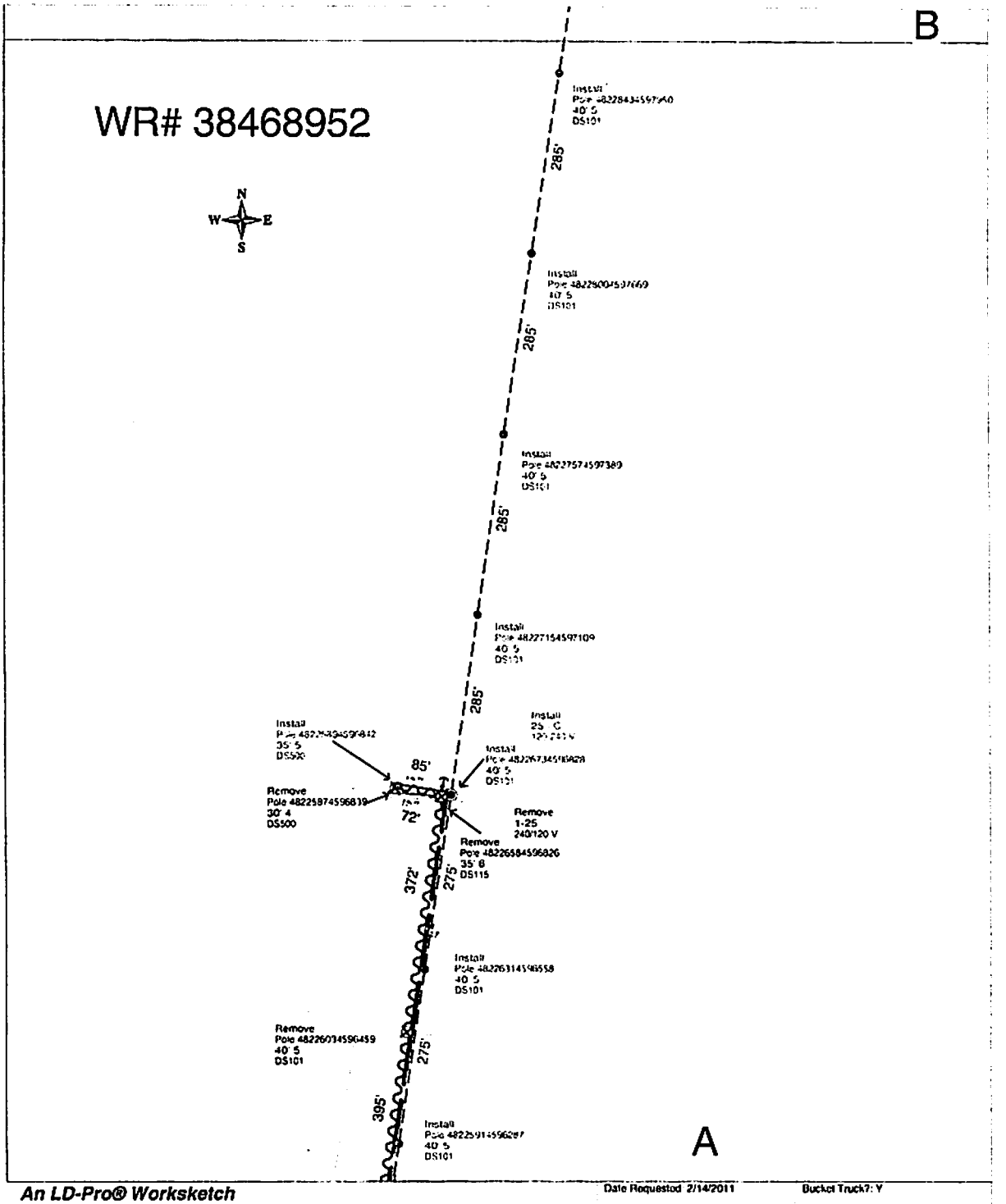


COMMERCIAL BACKBONE
1- PHASE LINE EXTENSION
FOR HIDALGO COUNTY PCT# 3;
CUSTOMER CIAC: $41,664.24

An LD-Pro® Worksketch

		Date Requested 2/14/2011	Bucket Truck? Y
		Date Required 2/14/2011	Truck to Set? Y
Job Name MILE 14 RD/CI-NEW SERVICE/MISSION/JESSE VILLEGAS 956-682-3677			4 WD? N
Location MILE 14 RD/CI-NEW SERVICE/MISSION/JESSE VILLEGAS 956-682-3677			County HIDALGO
Division CP District Mission	Crew HQ Pharr Distrib Serv/Const 187	Station No 1033	Circuit No 3110
W/R# 38468952 WO# DCP0194911	Sta/Circuit Name MOORE FIELD STATION		
JU Proposal(s) EDN100039 NOT CLEARED NOT STAKED	Voltage 7.2		Map EYHORN LANDFILL
R/Ws	Phases 1		Quad
CUSTOMER CONTACT MADE BY LEE JONES (956) 283-2441	Date 1/27/2011	Print #	Scale 1" = 150'
	Drawn By NOE V BARRERA		Page 1 of 5

WR# 38468952



An LD-Pro® Worksketch

Date Requested: 2/14/2011 | Bucket Truck?: Y

Date Required: 2/14/2011 | Truck to Set?: Y

4 WD?: N

Job Name: MILE 14 RD/CI-NEW SERVICE/MISSION/JESSE VILLEGAS/956-682-3677

Location: MILE 14 RD/CI-NEW SERVICE/MISSION/JESSE VILLEGAS/956-682-3677 | County: HIDALGO

Division: CP | District: Mission | Crew HQ: Pharr Distrib Serv/Const 187 | Station No.: 1033 | Circuit No.: 3110

WR#: 38468952 | WO#: DCP0194931 | Sta/Circuit Name: MOOREFIELD STATION

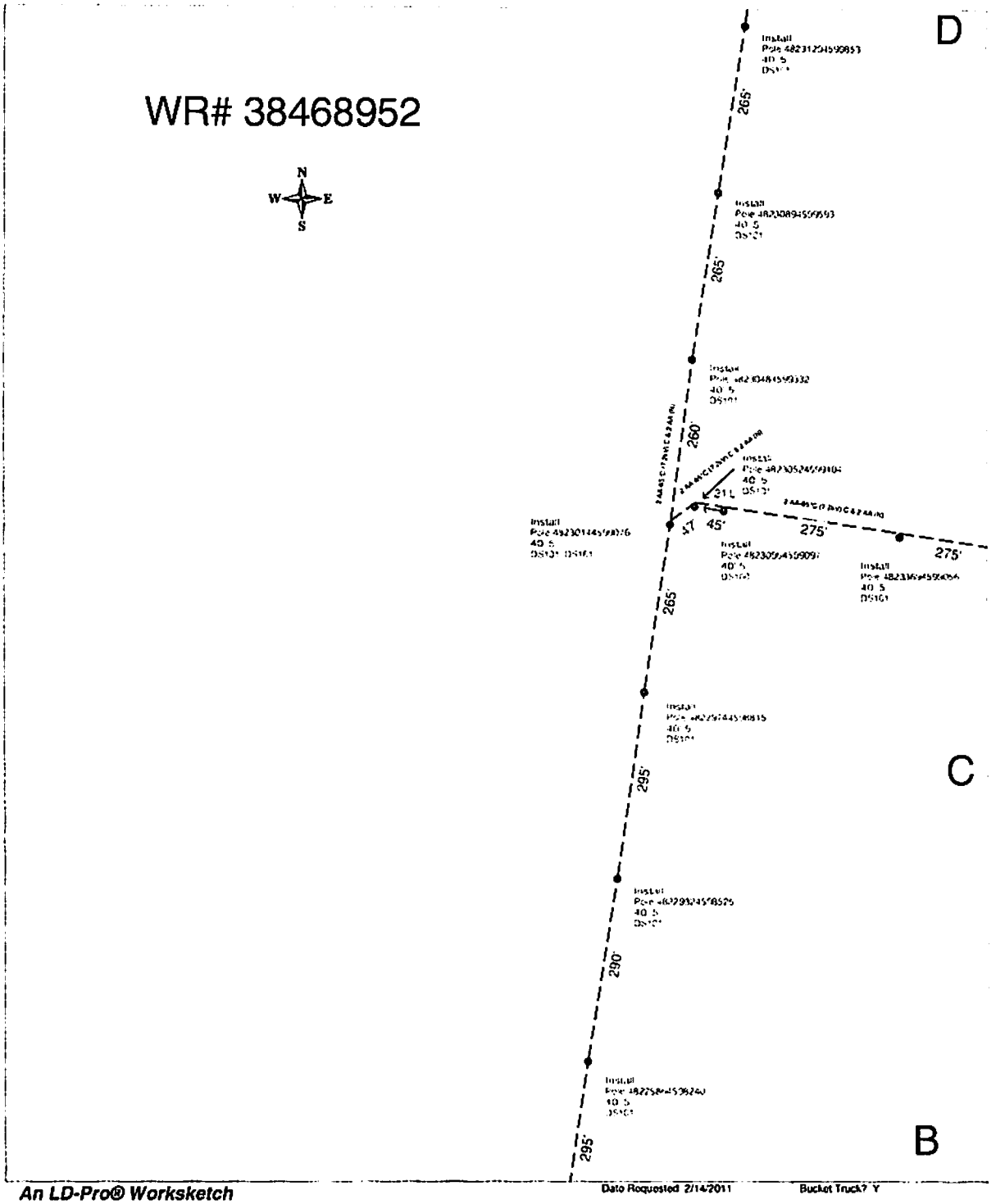
JU Proposal(s): EDN100039 | NOT CLEARED | NOT STAKED | Voltage: 7.2 | Map: EYHORN LANDFILL

R/W#: | Phases: 1 | Quad:

CUSTOMER CONTACT MADE BY: LEE JONES (956) 283-2441 | Date: 1/27/2011 | Print #: | Scale: 1" = 150'

Drawn By: NOE' V. BARRERA | Page: 2 of 5

WR# 38468952



An LD-Pro® Worksketch

Date Requested 2/14/2011 | Bucket Truck? Y

Date Required 2/14/2011 | Truck to Site? Y

4 WD? N

Job Name MILE 14 RD/CI-NEW SERVICE/MISSION/JESSE VILLEGAS/956-682-3677

Location MILE 14 RD/CI-NEW SERVICE/MISSION/JESSE VILLEGAS/956-682-3677 | County HIDALGO

Division CP | District Mission | Crew HQ Pharr Distrib Serv/Const 187 | Station No 1033 | Circuit No 3110

WR# 38468952 | WO# DCP0194031 | Sta/Circuit Name MOOREFIELD STATION

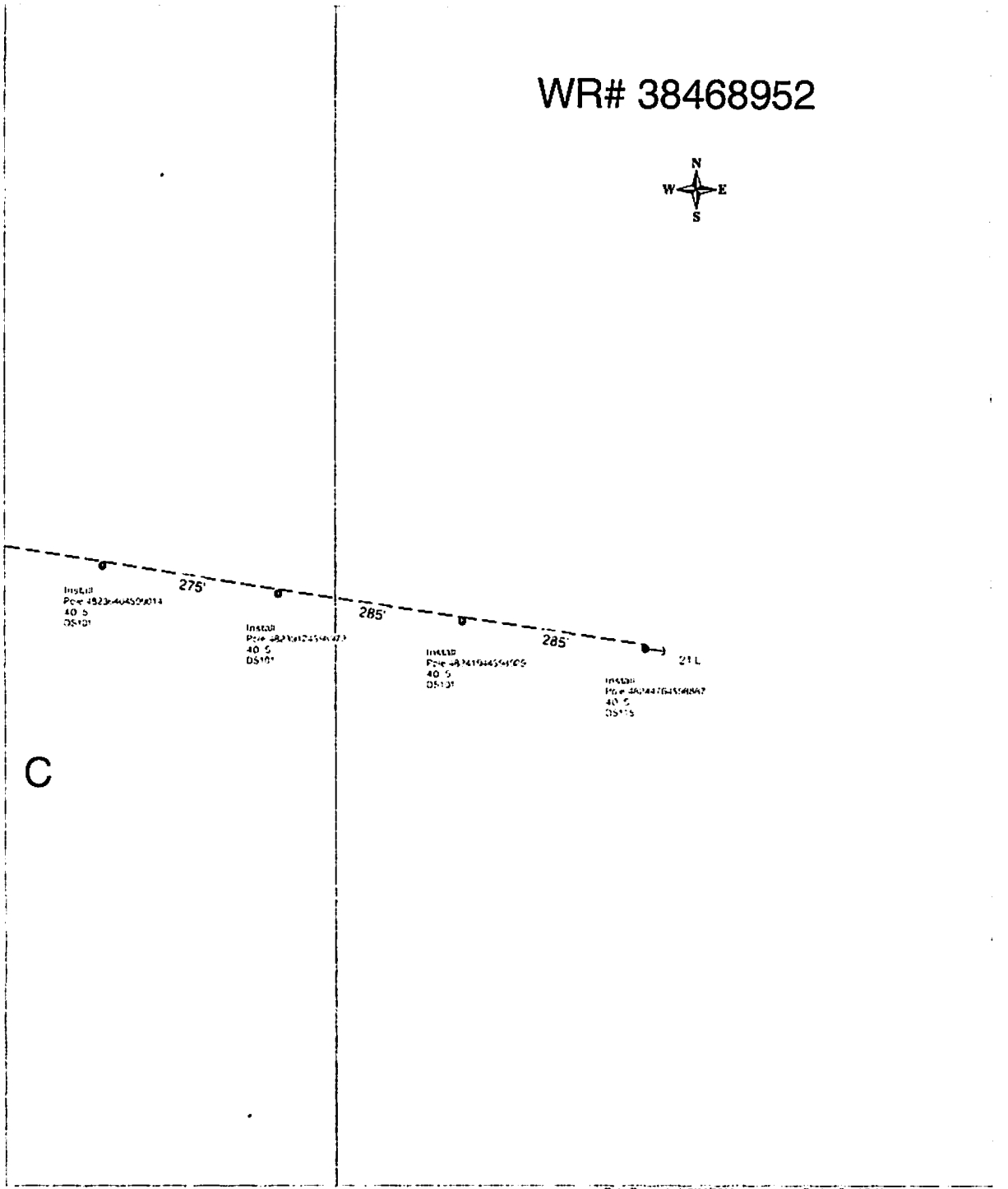
JU Proposal(s): EDN100039 | NOT CLEARED | NOT STAKED | Voltage 7.2 | Map: EYHORN LANDFILL

R/W#: | Phases 1 | Quad

CUSTOMER CONTACT MADE BY LEE JONES (956) 283-2441 | Date 1/27/2011 | Print # | Scale 1" = 150'

Drawn By: NOE V. BARRERA | Page 3 of 5

WR# 38468952



An LD-Pro® Worksketch

Date Requested: 2/14/2011 | Bucket Truck? Y

Date Required: 2/14/2011 | Truck to Set? Y

4 WD? N

Job Name: MILE 14 RD/CI-NEW SERVICE/MISSION/JESSE VILLEGAS:956-682-3677

Location: MILE 14 RD/CI-NEW SERVICE/MISSION/JESSE VILLEGAS:956-682-3677 | County: HIDALGO

Division: CP | District: Mission | Crew HQ: Pharr Distrib Scrv/Const 167 | Station No: 1033 | Circuit No.: 3110

WR#: 38468952 | WO#: DCP0194931 | Sta/Circuit Name: MOOREFIELD STATION

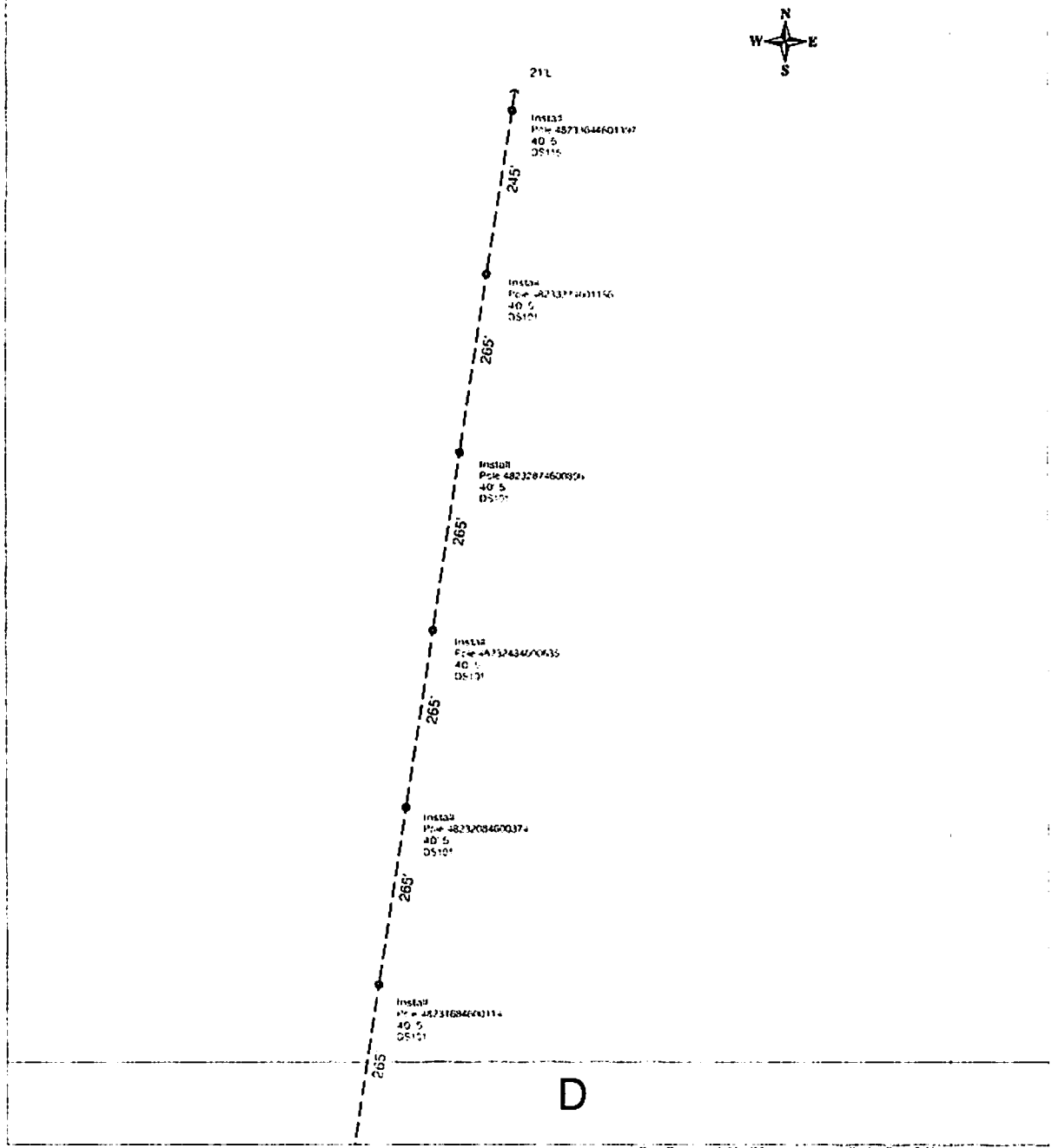
JU Proposal(s): EDN100039 | NOT CLEARED | NOT STAKED | Voltage: 7.2 | Map: EYHORN LANDFILL

R/W#: | Phases: 1 | Quad:

CUSTOMER CONTACT MADE BY: LEE JONES (956) 283-2441 | Date: 1/27/2011 | Print #: | Scale: 1" = 150'

Drawn By: NOE V. BARRERA | Page: 4 of 5

WR# 38468952



An LD-Pro® Worksketch

Date Requested: 2/14/2011 | Bucket Truck?: Y

Date Required: 2/14/2011 | Truck to Set?: Y

4 WD?: N

Job Name: MILE 14 RD/CI-NEW SERVICE/MISSION/JESSE VILLEGAS/956-682-3677

Location: MILE 14 RD/CI-NEW SERVICE/MISSION/JESSE VILLEGAS/956-682-3677 | County: HIDALGO

Division: CP | District: Mission | Crew HQ: Pharr Distrib Serv/Const 187 | Station No: 1033 | Circuit No: 3110

W/Rs: 38468952 | WO#: DCP0194931 | Sts/Circuit Name: MOORE/FIELD STATION

JU Proposal(s): EDN100039 | NOT CLEARED | NOT STAKED | Voltage: 7.2 | Map: EYHORN LANDFILL

R/W#: | Phases: 1 | Quad:

CUSTOMER CONTACT MADE BY: LEE JONES (956) 283-2441 | Date: 1/27/2011 | Print #: | Scale: 1" = 150'

Drawn By: NOE V BARRERA | Page: 5 of 5

Monica Badillo

From: jose <jose.pena@co.hidalgo.tx.us>
Sent: Friday, January 28, 2011 2:34 PM
To: Valde
Cc: Stephen L. Crain; Monica Badillo
Subject: FW: COST ESTIMATE, PRO-FORMA & JOB SKETCH FOR EYHORN LANDFILL SUBD.
Attachments: PRO-FORMA.pdf; 38468952.pdf

Valde,
Attached please find a revised AEP agreement, the only difference is the cost being lower.
Thanks,
Joe

From: hljones@aep.com [mailto:hljones@aep.com]
Sent: Friday, January 28, 2011 9:14 AM
To: jose.pena@co.hidalgo.tx.us
Subject: Fw: COST ESTIMATE, PRO-FORMA & JOB SKETCH FOR EYHORN LANDFILL SUBD.

Jose, attached is a copy of the job sketch and invoice for Eyhorn subdivision. Noe, corrected an oversight and the cost is a little lower than the previous invoice I sent on January 24. Please call if you have any questions.

Lee Jones, P.E.
Manager Community Affairs
AEP Texas
Office: 956-283-2441
Fax: 956-283-2444
Audinet: 8-739-2441
hljones@aep.com
www.aeptexas.com

----- Forwarded by Harry L Jones/AEPIN on 01/28/2011 08:53 AM -----

Noe V Barrera/AEPIN

01/28/2011 06:49 AM

To Harry L Jones/AEPIN@AEPIN
cc
Subject COST ESTIMATE, PRO-FORMA & JOB SKETCH FOR EYHORN LANDFILL SUBD.

Thanks,
Noé V. Barrera

Engineer Tech I
Pharr North Service Center
5700 N. Cage Blvd.
Pharr, TX. 78577
Phone: (956) 283-2418
Fax: (956) 283-2382
e-mail: nvbarrera@aep.com

AI-25080 **6.D.**

creation of position - Environmental Compliance Monitor

CC REGULAR

Date:	02/01/2011
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Executive Office (1100):
1. Approval to create one (1) new full-time Environmental Compliance Monitor position, slot no. 0008, budgeted salary $60,000.00.
2. Approval of interdepartmental transfer.
3. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/28/2011 03:51 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	01/28/2011 04:36 PM	APRV
3	Sylvia Solis	Sylvia Solis	01/28/2011 05:00 PM	APRV
4	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Monica Badillo — Started On: 01/28/2011 02:53 PM

Final Approval Date: 01/28/2011

AI-25053 **7.A.**

Chapter 59 Asset Forfeiture Report year ended 12/31/10

CC REGULAR

Date: 02/01/2011
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE
Agenda Category: Constables

Information

CAPTION

Constable Pct. #1:
Approval to submit FY 2010 Chapter 59 Asset Forfeiture Audit Reporting Form to Office of the Attorney General

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** N/A
FUNDS AVAILABLE Y/N?: N/A **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
ITEM HAS NO FISCAL/ BUDGETARY IMPACT.

Attachments

Link: report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/27/2011 04:17 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	01/28/2011 11:17 AM	APRV
3	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Monica Badillo Started On: 01/27/2011 02:03 PM

Final Approval Date: 01/28/2011

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

January 05, 2011

Mr. Daniel Marichalar, Chief Deputy
Hidalgo County Constable Precinct 5
P.O. Box 324-335
Elsa, TX 78543

Ref: Chapter 59 Asset Forfeiture Report
For the Year Ended December 31, 2010
Report No. 2010-08

Dear Mr. Marichalar:

Code of Criminal Procedure Chapter 59 "Forfeiture of Contraband" requires all law enforcement agencies and attorneys representing the state who receive proceeds or property under chapter 59 to account for the seizures, forfeitures, receipts, and expenditures. Commissioners' Court is required to conduct an annual audit of all such proceeds or property.

Therefore, a Chapter 59 Asset Forfeiture Report by Law Enforcement Agency should be prepared if your agency received property and/or proceeds under Code of Criminal Procedures Chapter 59. The report should be submitted to the Hidalgo County Auditor's Office for review.

As per Code of Criminal Procedures Section 59.06 (g)(1) certified copies of the audit must be delivered to the Texas Comptroller and the Attorney General no later than the 60th day after the end of the County's fiscal year. In order to have sufficient time to review the report and obtain Commissioners' Court approval, please submit the report no later than Friday, January 21, 2011. The Chapter 59 Asset Forfeiture Report by Law Enforcement Agency can be obtained in the Office of the Attorney General website at http://www.oag.state.tx.us/forms/lea_audit.pdf.

If you have any questions please call, Carlos Ramirez, Internal Auditor I, at 318-2511 ext.4654, Letty Chavez, Internal Auditor III, at ext. 4651, Arcy B. Duran, MBA, Audit Director, at ext.4645, or me at ext. 4604.

Sincerely,

Ray Eufracio, CPA
County Auditor

HIDALGO COUNTY DISTRICT JUDGES

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

ATTORNEY GENERAL OF TEXAS
GREG ABBOTT

October 28, 2010

Constable Daniel Marichalar
Hidalgo County Constable Precinct 5
P.O. Box 324
Elsa, TX 78543

RE: FY 2010 Chapter 59 Asset Forfeiture Audit Reporting Form

Dear Constable Marichalar:

Enclosed is an asset forfeiture reporting form that must be filed with the Office of the Attorney General by any law enforcement agency that has the authority to receive property forfeited under Chapter 59 of the Code of Criminal Procedure. The statutory definition of law enforcement agency includes any agency that has the authority to hire peace officers or receive property. This report must be filed no later than the 60th day after the end of your local fiscal year. The law setting out these requirements may be found in Article 59.06(g) of the code. Please be aware that failure to file the required report in a timely manner may result in an audit by the state comptroller and that the costs of such an audit may be assessed against the agency failing to report.

If you should have any questions, please feel free to contact me or a member of my staff at the phone number or e-mail address found on the last page of the reporting form. Thank you for your cooperation.

Sincerely,

Kent Richardson
Assistant Attorney General
Criminal Prosecutions Division
Office of the Attorney General
P.O. Box 12548
Austin, TX 78711-2548
(512)936-1348
kent.richardson@oag.state.tx.us

Renee Gray (512)305-8882
renee.gray@oag.state.tx.us

FY 2010
CHAPTER 59 ASSET FORFEITURE REPORT
BY LAW ENFORCEMENT AGENCY

Agency Name: Hidalgo County Constable Pct. 5

Agency Mailing Address: P.O. Box 324
Elsa, TX 78543

Phone Number: (956) 262-4200

County: Hidalgo

Email Address:

This should be a permanent agency email address

Reporting Period: (local fiscal year) 01/01/10 - 12/31/10

example: 01/01/10 to 12/31/10, 09/01/09 to 08/31/10 etc.

NOTE: PLEASE ROUND ALL DOLLAR FIGURES TO NEAREST WHOLE DOLLAR.

I. SEIZED FUNDS

A) Beginning Balance.....
Instructions: Include total amount of seized funds on hand (in your agency's possession) at beginning of reporting period. Include funds that may have been forfeited but have not been transferred to your agency's forfeiture account. **Do not** include funds that are in an account held by another agency, e.g., the District Attorney's account. $ 0

B) Seizures During Reporting Period:
Instructions: Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by your agency.

1) Amount seized and retained in your agency's custody..... $ 0

2) Amount seized and transferred to the District Attorney pending forfeiture..... $ 0

C) Amount Returned to Defendants/Respondents..... $ 0

D) Ending Balance .....
Instructions: Add lines A, and B(1), subtract line C, put total in line D. $ 0

II. FORFEITED FUNDS

A) Beginning Balance.....
Instructions: Include total amount of forfeited funds that have been forfeited to your agency and are on hand (in your agency's account or in your agency's possession) at beginning of the reporting period including interest. **Do not** include funds that have been forfeited but not yet received by your agency. $ 0

B) Amount Forfeited to and Received by Reporting Agency (Including Interest) During Reporting Period.....
Instructions: Do not include amounts forfeited but not yet received by your agency; interest refers to the amount earned prior to forfeiture and distributed as part of the judgment of forfeiture. $ 0

C) Interest Earned on Forfeited Funds During Reporting Period .....
Instructions: Enter amount of interest earned on funds in your agency's forfeiture account during the reporting period. Do not include interest earned if funds are on deposit in an account that does not belong to your agency, e.g. the District Attorney's account.
$ 0

D) Proceeds Received by Your Agency From Sale of Forfeited Property.....
Instructions: Include amounts received for all property sold during the reporting period, even if the subject property was forfeited in a prior reporting period.
$ 0

E) Total Expenditures of Forfeited Funds During Reporting Period .....
Instructions: From Total on Section VI.
$ 0

F) Ending Balance.....
Instructions: Add lines A through D, subtract line E, place total in line F.
$ 0

III. OTHER PROPERTY

Instructions: List the number of items seized for the following categories. Include only those seizures where a seizure is made by a peace officer employed by your agency. If property is sold, list under "Proceeds Received by Your Agency From Sale of Forfeited Property" in Section II (D) in the reporting year in which the proceeds are received.

Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use.	SEIZED	FORFEITED TO AGENCY	RETURNED TO DEFENDANTS / RESPONDENTS	PUT INTO USE BY AGENCY
1) MOTOR VEHICLES (Include cars, motorcycles, tractor trailers, etc.)				0
2) REAL PROPERTY (Count each parcel seized as one item)				0
3) COMPUTERS (Include computer and attached system components, such as printers and monitors, as one item)				0
4) FIREARMS (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18.)				0
5) Other Property - Description: _____				0
Other Property -Description: _____				0
Other Property -Description: _____				0

IV. FORFEITED PROPERTY RECEIVED FROM ANOTHER AGENCY

Instructions: Enter the total number of items transferred to your agency where the forfeiture judgment awarded ownership of the property to another agency prior to the transfer.

A) Motor Vehicles (the number of vehicles, not a currency amount)..... 0

B)	Real Property (the number of separate parcels of property, not a currency amount)	0
C)	Computers (the number of computers, not a currency amount)	0
D)	Firearms (the number of firearms, not a currency amount)	0
E)	Other (the number of items, not a currency amount)	0

V. FORFEITED PROPERTY TRANSFERRED TO ANOTHER AGENCY

Instructions: Enter the total number of items transferred from your agency where the forfeiture judgment awarded ownership of the property to your agency prior to the transfer.

A)	Motor Vehicles (the number of vehicles, not a currency amount)	0
B)	Real Property (the number of separate parcels of property, not a currency amount)	0
C)	Computers (the number of computers, not a currency amount)	0
D)	Firearms (the number of firearms, not a currency amount)	0
E)	Other (the number of items, not a currency amount)	0

VI. EXPENDITURES

Instructions: This category is for **Chapter 59 expenditures SOLELY for law enforcement purposes** - not for expenditures made pursuant to your general budget. List the total amount expended for each of the following categories. If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the Other category.

A)		Total Salaries Paid out of Chapter 59 Funds	$ 0
	1.	Increase of Salary, Expense, or Allowance for Employees (Salary Supplements)	$ 0
	2.	Salary Budgeted Solely From Forfeited Funds	$ 0
	3.	Number of Employees Paid Using Forfeiture Funds	0
B)		Total Overtime Paid out of Chapter 59 Funds	$ 0
	1.	For Employees Budgeted by Governing Body	$ 0
	2.	For Employees Budgeted Solely out of Forfeiture Funds	$ 0
	3.	Number of Employees Paid Using Forfeiture Funds	0
C)		Total Equipment Paid for with Chapter 59 Funds	$ 0
	1.	Vehicles	$ 0
	2.	Computers	$ 0
	3.	Firearms, Vests, Personal Equipment	$ 0
	4.	Furniture	$ 0
	5.	Software	$ 0
	6.	Maintenance Costs	$ 0
	7.	Uniforms	$ 0

	8.	K9 Related Costs	$ 0
	9.	Other (Provide Detail on Additional Sheet)	$ 0
D)		Total Supplies Paid Out of Chapter 59 Funds	$ 0
	1.	Office Supplies	$ 0
	2.	Cellular Air Time	$ 0
	3.	Internet	$ 0
	4.	Other (Provide Detail on Additional Sheet)	$ 0
E)		Total Travel Paid Out of Chapter 59 Funds	$ 0
	1.	Total In State Travel	$ 0
		a) Lodging	$ 0
		b) Air Fare	$ 0
		c) Meals (including per diem)	$ 0
		d) Car Rental	$ 0
	2.	Total Out of State Travel	$ 0
		a) Lodging	$ 0
		b) Air Fare	$ 0
		c) Meals (including per diem)	$ 0
		d) Car Rental	$ 0
	3.	Fuel	$ 0
	4.	Parking	$ 0
	5.	Other (Provide Detail on Additional Sheet)	$ 0
F)		Total Training Paid Out of Chapter 59 Funds	$ 0
	1.	Fees (Conferences, Seminars)	$ 0
	2.	Materials (Books, CDs, Videos, etc.)	$ 0
	3.	Other (Provide Detail on Additional Sheet)	$ 0
G)		Total Investigative Costs Paid Out of Chapter 59 Funds	$ 0
	1.	Informant Costs	$ 0
	2.	Buy Money	$ 0
	3.	Lab Expenses	$ 0
	4.	Other (Provide Detail on Additional Sheet)	$ 0
H)	1.	Total Prevention / Treatment Programs(pursuant to Articles 59.06 (h), (I), (j))	$ 0
	2.	Total Financial Assistance (pursuant to Articles 59.06 (n) and (o))	$ 0
I)		Total Facility Costs Paid Out of Chapter 59 Funds	$ 0

	1.	Building Purchase	$ 0
	2.	Lease Payments	$ 0
	3.	Remodeling	$ 0
	4.	Maintenance Costs	$ 0
	5.	Utilities	$ 0
	6.	Other (Provide Detail on Additional Sheet)	$ 0
J)		Total Miscellaneous Fees Paid Out of Chapter 59 Funds	$ 0
	1.	Court Costs	$ 0
	2.	Filing Fees	$ 0
	3.	Insurance	$ 0
	4.	Witness Fees	$ 0
	5.	Audit Costs and Fees	$ 0
	6.	Other (Provide Detail on Additional Sheet)	$ 0
K)		Total Other Paid Out of Chapter 59 Funds (provide detailed descriptions on additional sheet(s) and attach to this report)	$ 0
L)		TOTAL EXPENDITURES	$ 0

NOTE: If your Agency is governed by a Commissioner's Court or City Council BOTH CERTIFICATIONS NEED TO BE COMPLETED.

CERTIFICATION

COUNTY JUDGE, MAYOR or CITY MANAGER (Printed Name): Ramon Garcia, County Judge

SIGNATURE: _____

DATE: 2/01/11

I swear or affirm that the Commissioners Court or City Council has conducted the audit required by Article 59.06 of the Code of Criminal Procedure, unless after due inquiry, it has been determined that no accounts, funds or other property pursuant to Chapter 59 of the Code of Criminal Procedure are being held or have been transacted in the relevant fiscal year by the agency for which this report is being completed, and that upon diligent inspection of all relevant documents and supporting materials, I believe that this asset forfeiture report is true and correct and contains all of the required information.

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20_____.

_____
Notary Public in and for the State of Texas

Form Date 03/03/10

CERTIFICATION

AGENCY HEAD (Printed Name): Daniel Marichalar

SIGNATURE: Daniel Marichalar

DATE:

I swear or affirm, under penalty of perjury, that I have accounted for the seizure, forfeiture, receipt, and specific expenditure of all proceeds and property subject to Chapter 59 of the Code of Criminal Procedure, and that upon diligent inspection of all relevant documents and supporting materials, this asset forfeiture report is true and correct and contains all information required by Article 59.06 of the Code of Criminal Procedure. I further swear or affirm that all expenditures reported herein were lawful and proper, and made in accordance with Texas law.

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 20 .

NOTARY PUBLIC STATE OF TEXAS
ROXANNE ELIZONDO
My Commission Expires
December 21, 2011

Notary Public in and for the State of Texas

RETURN COMPLETED FORM TO: Office of the Attorney General
Criminal Prosecutions Division
P.O. Box 12548
Austin, TX 78711-2548
Attn: Kent Richardson
(512)936-1348

E-mail: kent.richardson@oag.state.tx.us

AI-25074 **8.A.**

Regional Mobility Authority

CC REGULAR

Date:	02/01/2011
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Appointment/reappointment of member to the Hidalgo County Regional Mobility Authority.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/28/2011 02:07 PM	APRV
2	Roland Garcia	Rolando Garcia	01/28/2011 03:37 PM	APRV
3	Auditor's Office		01/28/2011 05:37 PM	NEW
Form Started By: Erika Reyna			Started On: 01/28/2011 01:46 PM	
Final Approval Date: 01/28/2011				

AI-25032 **8.B.**

Commuter Rail Feasibility Study

CC REGULAR

Date:	02/01/2011
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Presentation by Hidalgo County Commuter Rail District Board Members regarding Hidalgo County Commuter Rail Feasibility Study.

BACKGROUND

Presentation to update Commissioners' Court on the Commuter Rail Feasibility Study. Study being funded with Department of Energy grant funds awarded to Hidalgo County.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact. Presentation only.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/27/2011 08:04 AM	APRV
2	Roland Garcia	Rolando Garcia	01/28/2011 10:24 AM	APRV
3	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Erika Reyna — Started On: 01/26/2011 03:41 PM

Final Approval Date: 01/28/2011

AI-25084 **8.C.**

Deletion/Creation of positions - Emergency Management

CC REGULAR

Date:	02/01/2011
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Submitted For:	Judge Ramon Garcia
Department:	EXECUTIVE OFFICE
Agenda Category:	County Judge's Office

Information

CAPTION

Emergency Services- Emerg. Mgmt (1100):
1. Approval to delete one (1) full time Emergency Services Director position, slot no. 0001, budgeted salary $76,440.00 effective 2/4/11.
2. Approval to create one (1) new full time Emergency Management Coordinator position, slot no. 0007, budgeted salary $72,000.00 effective 2/7/11.
3. Approval of revised salary schedule

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/28/2011 03:51 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	01/28/2011 04:39 PM	APRV
3	Auditor's Office		01/28/2011 05:37 PM	NEW
Form Started By: Monica Badillo			Started On: 01/28/2011 03:39 PM	
Final Approval Date: 01/28/2011				

AI-25064 **9.A.**

TX Health & Human Services Commission New Local Prosecuting Agreement Contract

CC REGULAR

Date:	02/01/2011
Submitted By:	Roy Cazares, DISTRICT ATTORNEY
Submitted For:	Roy Cazares
Department:	DISTRICT ATTORNEY
Agenda Category:	District Attorney

Information

CAPTION

1. Approval of Local Prosecuting Agreement Contract between the Hidalgo County District Attorney's Office and the Texas Health and Human Services Commission.

2. Approval for County Judge Ramon Garcia to sign contract.

BACKGROUND

Contract allows for county to get reimbursement for prosecution of cases submitted by HHSC-OIG to the District Attorney's Office.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary Impact for Expenditures.

Attachments

Link: THHSContract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/28/2011 08:06 AM	APRV
2	Sylvia Solis	Sylvia Solis	01/28/2011 02:08 PM	APRV
3	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Roy Cazares — Started On: 01/27/2011 04:22 PM

Final Approval Date: 01/28/2011

TEXAS HEALTH AND HUMAN SERVICES COMMISSION

JAN 13 2011

THOMAS M. SUEHS
EXECUTIVE COMMISSIONER

December 27, 2010

Subject: Action Required-New Local Prosecuting Agreement Contract

Dear **Rene Guerra**,

The Texas Health and Human Services Commission (HHSC), Office of Inspector General (OIG) has received final approval for the contract boilerplate that we have been working on for the last year. With this new contract there will be many required changes and mandated requirements.

This contract must be in place by February 5, 2011 so in order to facilitate this turn around we are providing you a return envelop for mailing. Please ensure you fill out all the necessary areas and sign.

Please assist by following the instructions outlined below:

1) Complete and sign the enclosed Vendor Information Form;
2) Review and sign **both** original 7 page contracts; and
3) Obtain approval/signature from your County Judge.

Please carefully review the enclosed documentation. **All information must be completed entirely and signed using blue ink** before your contract can be processed. Please make sure it is legible for us to read in order to prevent us sending it back to you for further explanation.

Please feel free to contact me should you have any questions concerning your contract or the new requirements it contains at 512-491-2874. Thank you in advance for responding to this request and returning the signed documents in a timely manner.

Respectfully,

Leslie Kruse
Office of Inspector General
Business Operations Division

Enclosures: Boilerplate Contract, and Vendor Information Form

Form Number: CPP0430

Vendor Information Form

Instructions: This form must be completed and submitted to ASD with ***each*** *New Contract, and when the vendor's information has changed. As applicable, this form may be requested for contract amendments, renewals and/or extensions.* ***(Please type or print information.)***

Part 1: Vendor/Contractor General Information

1. Organization's Legal Name: Hidalgo County District Attorney
2. Legal Doing Business As (DBA) Name:
3. Physical Address:
4. Remit To (Payment) Address:
5. Texas Identification Number (TIN), or Federal Employer Identification Number (FEIN) or Social Security Number (SSN):
6. Legal Status (check one): ☐ For-profit Entity ☐ Non-profit Entity ☐ Governmental Entity
7. Business Structure (check one):
   - ☐ Corporation
   - ☐ Joint Venture
   - ☐ Partnership*
   - ☐ Limited (Liability) Company
   - ☐ Limited (Liability) Partnership
   - ☐ Sole Proprietorship
   - ☐ Other (must specify):

* If Partnership, must provide SSN or TIN for minimum of two partners
Partner Name____ TIN # or SSN

Partner Name____ TIN # or SSN

8. State of Incorporation, If Applicable:
9. Texas Charter Number, If applicable:
10. Name of Parent Entity, If Applicable:

Part 2: Vendor/Contractor Contact Information

1. Person Who Will Sign the Contract:	2. Primary Contact for Contract Information:
Name: Rene Guerra Title: District Attorney Mailing Address: Telephone: Fax: E-mail:	Name: Rene Guerra Title: District Attorney Mailing Address: Telephone: Fax: E-mail:

Part 3: Vendor/Contractor Authorized Signature (or authorized HHSC agent)

Signature Rene Guerra Date 1/24/11

Print Name____ Phone____

Part 4: HHSC Agency Use Only

Mail Code:____

1. Historically Underutilized Business (HUB) Status (check one): HUB web site: http://www.window.state.tx.us/procurement/cmbl/cmblhub.html ☐ TX HUB Certified ☐ Non-Certified HUB
2. Contractor to Receive Payment: ☐ Yes ☐ No

Legacy Contract Number: HHSC Contract No.

Health & Human Services Commission
Office of Inspector General
Agreement with Local Prosecuting Authority

Name:	Hidalgo County District Attorney	Contract Number:	529-11-0064-
County:	Hidalgo		

GENERAL CONDITIONS:

1. **Parties.** The **Texas Health and Human Services Commission - Office of Inspector General** ("HHSC-OIG"), and **Hidalgo County District Attorney**, ("the Local Prosecuting Authority") do hereby make and enter into this agreement ("Agreement"). This Agreement constitutes the entire agreement between the parties. The parties agree that, for the purposes of this Agreement, all references to "**Health and Human Services Commission**" or "**HHSC**" mean the administrative agency within the executive department of Texas state government established under Chapter 531, Texas Government Code or its designee. All references to "Health and Human Services Commission – Office of Inspector General," "HHSC-OIG," or "OIG" mean the Office within HHSC as established in section 531.008(c) and described in 531.101, *et seq*, Texas Government Code.

2. **Authority to enter Agreement.** This Agreement is entered into as authorized under Texas Government Code § 531.039 and Texas Government Code § 41.004. HHSC-OIG is acting pursuant to a duly authorized delegation of contracting authority.

3. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Unless otherwise mutually agreed in writing, venue will be in state District Court, Travis County, Texas.

4. **Term.** The term of this Agreement becomes effective upon signatures of both parties, and continues until and unless revoked by the parties.

5. **Purpose.** The purpose of the Local Prosecuting Authority Agreement is to establish the terms and conditions for the purpose of assisting to defray the costs of prosecutions, as authorized by Texas Government Code section 41.004(b) in the course of the referral of cases from HHSC-OIG to the Local Prosecuting Authority.

CONTRACTED COMPONENTS OF SERVICES:

6. **HHSC-OIG Responsibilities.**

   A) OIG will investigate allegations of fraud, waste and abuse in the following programs: Temporary Assistance to Needy Families (TANF), Food Stamps (FS), Supplemental Nutrition Assistance Program (SNAP), Medicaid, Women, Infants and Children (WIC), and Children's Health Insurance Program (CHIP).

   B) If OIG discovers criminal conduct may have been committed, OIG will complete and submit written reports and relevant evidence to the Local Prosecuting Authority to facilitate its prosecutorial decision.

   C) OIG will provide the necessary records and staff as resources to the Local Prosecuting Authority at such time cases are prosecuted.

   D) As provided for in 1 TAC 357.661, HHSC will pay the County in which the Local Prosecuting Authority has jurisdiction, the following amounts in accordance with this Agreement:

      1) $280 for each case in which a Defendant is sentenced following an uncontested plea in a court of appropriate jurisdiction.

2) $678 for each case in which a verdict is rendered in favor or against a Defendant in a contested trial before a court of competent jurisdiction.

E) After conviction, OIG will notify the Local Prosecuting Authority if and when court-ordered restitution payments are sixty (60) days past due or are not being paid.

7. LOCAL PROSECUTING AUTHORITY Responsibilities.

F) The Local Prosecuting Authority will review and evaluate cases referred by OIG for appropriate judicial action.

G) The Local Prosecuting Authority will prepare complaints, informations and/or indictments in cases it accepts for prosecution.

H) If community supervision is to be granted in a case, the Local Prosecuting Authority shall (to the extent it finds them to be appropriate in its sole legal and policy judgment) recommend the following actions be taken in additions to any other conditions of community supervision:

1) The individual be disqualified from participation in the TANF, Food Stamp, SNAP, WIC and/or CHIP program as provided in Section 6(b) of the Federal Food Stamp Act of 1977.
2) The individual be ordered to make restitution to the Texas Health and Human Services Commission, Office of the Inspector General for the amount of benefits unlawfully obtained.
3) To take appropriate action against individuals who fail to comply with court ordered restitution upon notification from the Department.

I) The Local Prosecuting Authority will make available at reasonable times and for reasonable periods, books records and supporting documents kept current by the Local Prosecuting Authority pertaining to this Agreement, for purposes of inspecting, monitoring, auditing, or evaluating by HHSC-OIG, its representatives, the U.S. Department of Agriculture, or the U.S. Department of Health and Human Services.

J) The Local Prosecuting Authority will be responsible for any audit exception or other payment deficiency for which the Local Prosecuting Authority is legally responsible under this Agreement, which is determined to exist after monitoring or auditing by HHSC or the U.S. Department of Agriculture.

8. Performance Measures. The Parties will use their best efforts to perform the responsibilities of this Agreement and the Parties agree:

A) Referrals of cases from OIG to the Local Prosecuting Authority will be made as soon as practical after any investigation is completed.

B) The Local Prosecuting Authority shall utilize its own independent legal judgment in the manner which it conducts any criminal proceedings involving Defendants.

FINANCIAL REQUIREMENTS:

9. Conditions of Payment. All payments shall be made to the Local Prosecuting Authority after deducting any known previous overpayment made by HHSC-OIG. HHSC-OIG is not obligated to pay for unauthorized services or to pay more than is consistent with federal and state regulations.

A) The rates listed in paragraph 6(D) above are set by the Code of Federal Regulations and shall be in effect until amended or modified by Congress, in which event HHSC will notify the County and the Local prosecuting Authority of such rates and the County and the Local Prosecuting Authority shall have thirty days to agree to the new rates or to terminate this Agreement.

B) Local Prosecuting Authority represents that it has sufficient resources to enable the Local Prosecuting Authority to carry out the terms of this Agreement.

C) The Local Prosecuting Authority shall recover only once for the services delivered under this Agreement. The Local Prosecuting Authority shall not bill for or retain any additional compensation for such services from HHSC or any other entity.

D) HHSC-OIG shall pay the Local Prosecuting Authority the service unit rate as indicated herein.

10. Billing Process.

A) The Local Prosecuting Authority shall submit a Health and Human Services Commission State of Texas Purchase Voucher for payment. The Local Prosecuting Authority shall contact the local HHSC-OIG Case Investigator for instructions on how to prepare and where to mail the voucher.

B) HHSC-OIG reserves the right to review any/all services for compliance with performance measures and adherence to agreed billing rates. OIG staff will make a determination on the sufficiency of the services. Upon final approval, OIG will authorize payment and process all necessary warrant requests.

11. Accounting Records. The Local Prosecuting Authority shall adhere to Generally Accepted Accounting Principles promulgated by the Financial Accounting Standards Advisory Board and follow Department fiscal management policies and procedures in maintaining financial records. (http://www.fasab.gov/accepted.html).

12. Notifications.

The Local Prosecuting Authority shall:

A) Maintain at all times at least one active electronic mail (email) address for the receipt of agreement-related communications from HHSC-OIG. It is the Local Prosecuting Authority's responsibility to monitor this email address for Agreement-related information.

B) Maintain his/her current license in good standing with the State of Texas and maintain all necessary license requirements.

C) Notify HHSC-OIG within ten (10) days of receiving notice of any change in the status of a professional license or board certification, and/or of a complaint that has been filed against his/her license, and/or that an investigation of his/her license or board certification has been initiated.

D) Notify the HHSC Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885

13. Agreement Contingencies.

A) The undersigned Parties certify that: the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the HHSC-OIG; the proposed arrangements serve the interest of efficient and economical administration of state government; the services contracted for are not required by Section 21, Article XVI of the Constitution of Texas to be supplied under a contract awarded to the lowest responsible bidder; and the selection and award of this contract was made on the basis of demonstrated competence and qualifications to perform the services for a fair and reasonable price.

B) Limits on Compensation. This Agreement is **expressly conditioned** on the availability of appropriated funds. All compensation hereunder is contingent upon that availability.

C) This Agreement is at all times contingent upon the availability and receipt of the Texas Legislature to appropriate funds; Enactment of superseding law or adoption of a superseding rule or policy; and, if funds for this Agreement become unavailable during any budget period, this Agreement may be immediately terminated or reduced by the Department, in its sole determination. The Department shall notify the Local Prosecuting Authority when it knows that funds for this Agreement will be reduced or eliminated. The Local Prosecuting Authority may terminate the Agreement based upon such notification. If the Local Prosecuting Authority terminates this Agreement based on the Department's notice to reduce or eliminate funding, the Local Prosecuting Authority must notify the Department in writing of its intent to terminate the Agreement within fifteen (15) calendar days of receipt of the Department's notification. The notice must contain the actual date of termination and the Local Prosecuting Authority's date of termination must not be less than ten (10) calendar days from the Department's receipt of such notice and it must not exceed ninety (90) calendar days from the date the Department receives such notice.

D) The Local Prosecuting Authority agrees to comply with state and federal anti-discrimination laws, including without limitation:

(1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
(2) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
(3) Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
(4) Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
(5) Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
(6) Food Stamp Act of 1977 (7 U.S.C. §200 *et seq.*); and
(7) The HHS agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement; and
(8) Discovery of a disqualifying debt (state franchise tax, child support, or debt to HHSC or the State of Texas).

14. Agreement Changes, Amendments and Renewals.

A) **Changes and Amendments.** No change, modification, or amendment to the agreement will be effective until approved in writing by the Parties. This agreement together with any approved amendment(s) to this agreement shall be the controlling instrument in case of any dispute relating to the wording of any portion of the agreement or amendment. In the event of any conflict or contradiction between or among the agreement terms and attachments, the documents shall control in the following order of precedence: (1) The final executed Agreement and all amendments thereto; and (2) The Agreement Exhibits or Attachments, and all amendments thereto.

B) **Unilateral Amendments.**

i. HHSC-OIG reserves the right to make unilateral amendments to this agreement when necessary to:
   a. Incorporate new or revised Federal, State, or Department laws, regulations, rules, or policies;
   b. Update service level descriptions or unit rates; or
   c. Comply with a court order or judgment.
   d. The unilateral amendment will be effective upon the Local Prosecuting Authority's receipt of a copy of the amendment signed by HHSC-OIG.

15. Provisions for Termination of Agreement and Dispute Resolution.

A) If the Local Prosecuting Authority fails to provide services according to the terms and conditions of this agreement, HHSC-OIG may, upon written notice of default to the Local Prosecuting Authority, terminate all or any part of the agreement. Termination is cumulative of any other rights and remedies provided by law, agency regulations, or under this agreement excluding pending claims for work performed prior to the termination date.

B) This agreement may be terminated at any time by mutual written consent. In addition, any party may terminate this agreement by giving thirty (30) calendar days written notice to the other parties. This agreement will be terminated at the end of the thirty (30) calendar day notice period. Nothing in this subsection shall be construed to prohibit immediate termination of the agreement pursuant to subsection A of this section, above.

C) At the end of the agreement term or other agreement termination, the Local Prosecuting Authority shall in good faith and in reasonable cooperation with the Department, aid in the transition to any new arrangement or provider of services, including the orderly transition of case files/reviews and all other documentation prepared by the Local Prosecuting Authority. The respective accrued interests or obligations incurred to date of termination must be settled equitably.

D) Dispute Resolution.

i. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used by HHSC-OIG and the parties to attempt to resolve any claim for breach of agreement.

ii. A Local Prosecuting Authority's claim for breach of this agreement that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Texas Government Code §§ 2260.051-2260.056. To initiate the process, the Local Prosecuting Authority shall submit timely written notice to the agreement liaison described in Paragraph 9, supra, with a copy to the HHSC Executive Commissioner or his designee. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, Government Code, are being invoked. A copy of the notice shall also be given to all other representatives of HHSC-OIG and the Local Prosecuting Authority otherwise entitled to notice under this agreement.

iii. Compliance by the Local Prosecuting Authority with subchapter B is a jurisdictional condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code. The contested case process provided in Chapter 2260, subchapter C, of the Government Code is the Local Prosecuting Authority's sole and exclusive process for seeking a remedy for any and all alleged breaches of agreement by HHSC-OIG if the parties are unable to resolve their disputes through negotiation or mediation.

iv. Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this agreement by HHSC-OIG nor any other conduct of any representative of HHSC or HHSC-OIG relating to the agreement shall be considered a waiver of sovereign immunity to suit.

v. The submission, processing and resolution of the Local Prosecuting Authority's claim is governed by the administrative rules adopted by HHSC pursuant to Chapter 2260, Government Code, as currently effective, hereafter enacted or subsequently amended. The parties shall use the specific procedures set forth in 1 Texas Administrative Code Chapters 391 and 394.

vi. Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the Local Prosecuting Authority, in whole or in part.

E) In the event of any litigation, appeal, or other legal action to enforce any provision of the Agreement, Local Prosecuting Authority agrees to pay all expenses of such action, including attorneys' fees and costs if HHSC-OIG is the prevailing Party.

16. Use of Information. The Local Prosecuting Authority, in developing and disseminating information under this agreement, shall:

A) Retain all rights to copyright, use, reproduce, and distribute any material written or produced solely by the Local Prosecuting Authority, subject to the following confidentiality and indemnity provisions. When the Local Prosecuting Authority develops materials using funds from this agreement, it must grant the state and federal government a royalty-free, non-exclusive, and irrevocable license or right to reproduce, translate, publish, use, disseminate, and dispose of such materials and to authorize others to do so for governmental purposes.

B) Defend any claim, suit, or proceeding against the State of Texas, HHSC, or HHSC-OIG arising out of

improper disclosure of any confidential, privileged, or protected information or arising out of allegations of other misconduct by Local Prosecuting Authority, its agents, employees, or representatives, and indemnify the state or agency for any liability arising of such proceedings.

C) The Local Prosecuting Authority shall use reasonable precautions so that access to information relating to its services for HHSC-OIG is limited to those persons within its employ for whom it is necessary and appropriate for purposes of performing the services required under this Agreement.

D) All work papers, investigative notes, test results, records, reports, findings, policies and procedures, recommendations, data, memoranda or other documents prepared or reviewed by Local Prosecuting Authority pursuant to this Agreement, regardless of their nature and source, are property of HHSC-OIG, and shall be held by Local Prosecuting Authority solely for its convenience and subject to HHSC-OIG's unqualified right to possession, custody and control.

E) Unless the Local Prosecuting Authority receives express written permission from HHSC-OIG or is compelled to disclose by administrative or judicial process, neither the Local Prosecuting Authority nor any agent or other person within its employ shall disclose: (i) the nature of content of any communications, information, documents, studies, data, or reports in any way relating to the services performed hereunder, (ii) the terms of this Agreement, or (iii) the contents of any reports performed hereunder. The Local Prosecuting Authority understands and agrees that all information and materials compiled by HHSC-OIG in connection with an audit or investigation are confidential by statute and not subject to disclosure under the Public Information Act, discovery request, subpoena, or other means of legal compulsion. A person who receives such information may disclose the information only in accordance with Texas Government Code § 531.1021(g).

F) The Local Prosecuting Authority shall immediately notify OIG of the occurrence of any of the following events: (i) a request by any person to examine, inspect or copy any work papers, test results, records, findings, recommendations, data, memoranda or other documents prepared by the Local Prosecuting Authority or submitted to it relating in any way to its role as Local Prosecuting Authority under this Agreement; and, (ii) the exhibition or surrender of any such documents in a manner not expressly authorized by OIG.

17. Cooperation with HHSC and state administrative agencies. The Local Prosecuting Authority agrees to reasonably cooperate with and work with the State's contractors, subcontractors and third-party representatives as requested by HHSC or OIG. To the extent permitted by OIG's financial and personnel resources, OIG agrees to reasonably cooperate with Local Prosecuting Authority.

Texas Department of Health and Human Services Commission:

_____
Signature

_____
Printed Name:

Inspector General
Printed Title:

_____
Date:

Local Prosecuting Authority:



Signature

Rene Guerra
Printed Name:

District Attorney
Printed Title

_____
Date:

Approved:

BY_____

_____County Judge

_____County, Texas

AI-25025 **10.A.**

Approval of 2011 Elected Officials' Amended Bonds
CC REGULAR

Date:	02/01/2011
Submitted By:	Jennilee Garza, COUNTY CLERK
Submitted For:	Arturo Guajardo
Department:	COUNTY CLERK
Agenda Category:	County Clerk

Information

CAPTION

Approval of Amended Bonds for County Court-at-Law Judges:

County Court at Law Office	Judge
County Court-at-Law #1	Judge Rudy Gonzalez
County Court-at-Law #4	Judge Fred Garza
County Court-at-Law #5	Judge Arnoldo Cantu
County Court-at-Law #6	Judge Albert Garcia

BACKGROUND

Fiscal Impact

Attachments

Link: Judge Fred Garza Ammended Bond

Link: Judge Arnoldo Cantu Ammended Bond

Link: Judge Albert Garcia Ammended Bond

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	01/27/2011 07:44 AM	APRV
2	Sylvia Solis	Sylvia Solis	01/28/2011 05:00 PM	APRV
3	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Jennilee Garza — Started On: 01/26/2011 03:08 PM

Final Approval Date: 01/28/2011

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

7610 Stemmons, Suite 400
P.O. Box 569480, Dallas, TX 75356-9480
Phone: (214) 688-3400 Fax: (214) 688-1120

FILED
AT 11:21 O'CLOCK A M
JAN 25 2011
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
DEPUTY

OFFICIAL BOND AND OATH

LPO0904281
Bond Number

KNOW ALL PERSONS BY THESE PRESENTS:

That we, FEDERICO FRED GARZA JR, of MISSION, TEXAS 78572 as Principal, and Old Republic Surety Company, a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the HIDALGO COUNTY TREASURER and/or his/her successors in the penal sum of TEN THOUSAND DOLLARS AND NO/100****** Dollars ($ 10,000.00),

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 28th day of December , 2010 .

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 31st day of December , 2010 , duly _____ (Elected - Appointed) to the office of JUDGE in and for HIDALGO County in the State of Texas, for a term of 4 year(s) commencing on the 31st day of December , 2010 .

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 PERFORMS HIS/HER DUTIES _____ , 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.

FEDERICO FRED GARZA JR Principal

Countersigned

By: _____
Texas Resident Agent

Old Republic Surety Company
Surety

BY _____
ROSIE BERMEA Attorney-in-Fact

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS
County of _____ } ss

Before me, _____ on this day, personally appeared _____ , 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 _____ , Texas, this _____ day of _____ , 20___ .

SEAL

_____
Notary Public

_____ County, Texas

In the name and by the authority of

The State of Texas

Oath of Office

I Fred Garza Jr. do solemnly swear (of affirm), that I will faithfully execute the duties of the office of Hidalgo County Court at Law No. 4 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, so help me God.

Fred Garza Jr.
County Court at Law No. 4 Judge

SWORN TO and subscribed before me before me by affiant on this the 1st day of January 2011.

Hon. Ricardo Rodriguez Jr.
92nd District Court Judge

seal

FILED
2:36 O'CLOCK P M
JAN 04 2011
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

OLD REPUBLIC SURETY COMPANY

FILED
AT 11:27 O'CLOCK AM
JAN 25 2011
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY D. Lopez DEPUTY

POWER OF ATTORNEY

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

JESSE TREVINO, ROSIE BERMEA, OF MCALLEN, 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 4TH day of SEPTEMBER, 2009.

Assistant Secretary

OLD REPUBLIC SURETY COMPANY

Gerald C. Leach
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 4TH day of SEPTEMBER, 2009, 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.

Sharon A. Pizur
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.

89-5907

Signed and sealed at the City of Brookfield, WI this 25th day of January 2011

Jane E. Cheney
Assistant Secretary

TREVINO, JESSE INS AGENCY, INC

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.

RLI Surety
A Division of RLI Insurance Company
P.O. Box 3967 Peoria, IL 61612-3967
Phone: 309-692-1000 Fax: 309-692-8637

RIDER

TO BE ATTACHED TO AND FORM PART OF BOND NO. RSB0528322

It is hereby mutually agreed and understood by the Principal,

Arnoldo Cantu Jr.

and **RLI Insurance Company** that the

Obligee

(Identify item(s) to be changed)

on this bond has/have been changed to the following:

Hidalgo County Treasurer

Nothing contained herein shall vary, alter, waive or extend any of the terms, limits, or conditions of the bond, except as set forth above.

This Rider becomes effective on December 9, 2010, at twelve and one minute o'clock a.m., Standard Time.

Signed this 25th day of January, 2011.

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company

By _____
Jonathan E. Michael, President and CEO

FILED
AT 2:08 O'CLOCK P M
JAN 25 2011
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

RLI Surety
A Division of RLI Insurance Company
P.O. Box 3967 Peoria, IL 61612-3967
Phone: 309-692-1000 Fax: 309-692-8637

RIDER

TO BE ATTACHED TO AND FORM PART OF BOND NO. RSB0528322

It is hereby mutually agreed and understood by the Principal,

Arnoldo Cantu Jr.

and **RLI Insurance Company** that the

ADDING COVERAGE

(Identify item(s) to be changed)

on this bond has/have been changed to the following:

Judge of the County Court at Law No.5 will (a) pay all money that comes into his hands as county judge to the person or officer entitled (b) pay to the County all money illegally paid to the Judge out of county funds and (c) not vote or consent to pay out county funds for other than lawful purposes

Nothing contained herein shall vary, alter, waive or extend any of the terms, limits, or conditions of the bond, except as set forth above.

This Rider becomes effective on December 9, 2010, at twelve and one minute o'clock a.m., Standard Time.

Signed this 25th day of January, 2011.

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company

By _____
Jonathan E. Michael, President and CEO

FILED
AT 2:08 O'CLOCK P M
JAN 25 2011
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

RLI Surety
P.O. Box 3967
Peoria, IL 61612-3967
Phone: 309-692-1000 Fax: 309-692-8637

FILED AT 3:22 O'CLOCK P M
DEC 27 2010
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

Official Bond And Oath

Bond No. RSB0528322

KNOW ALL MEN BY THESE PRESENTS:

That we, Arnoldo Cantu Jr., as Principal, and **RLI Insurance Company**, a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the Hidalgo County Clerk in the penal sum of Ten Thousand Dollars And No Cents DOLLARS ($ 10,000.00), to the payment of which sum, well and truly to be made, we jointly and severally bind ourselves and our legal representatives firmly by these presents.

DATED this 10th day of September, 2010.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas, the said Principal was duly ☐ elected ☒ appointed to the office of Judge in the State of Texas for the term commencing on the 9th day of December, 2010 and ending on December 9, 2014.
NOW THEREFORE, if the said Principal shall faithfully perform the duties of his said office, then this obligation shall be void and of no effect.

This bond is executed by the Surety upon the following express conditions:

FIRST, the Surety shall not be liable hereunder for the loss of any public moneys or funds occurring through or resulting from the failure of, or default in payment by, any banks or depositories in which any public moneys or funds have been deposited, or may be deposited, or placed to the credit, or under the control of the Principal, whether or not such banks or depositories were or may be selected or designated by the Principal or by other persons; or by reason of the allowance to, or acceptance by the Principal or any interest on said public moneys or funds, any law, decision, ordinances, or statute to the contrary not withstanding.

SECOND, that the Surety shall not be liable for any loss or losses, resulting from the failure of the Principal to collect any taxes, licenses, levies, assessments, etc., with the collections or which he may be chargeable by reason of his election or appointment as aforesaid.

THIRD, that the Surety may, if it shall so elect, cancel this bond by giving thirty (30) days notice in writing to the Obligee and this bond shall be deemed canceled at the expiration of said thirty (30) days; the Surety remaining liable, however, subject to all the terms, conditions and provisions of this bond for any act or acts covered by this bond which may have been committed by the Principal up to the date of such cancellation.

Countersigned

By_____

Arnoldo Cantu Jr.
Principal

RLI Insurance Company

Roy C. Die, Attorney In Fact

Approving Officer

Agent
Title

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

APPROVAL:
I have inspected the above Bond and do hereby certify that the same is sufficient.

RLI Surety
P.O. Box 3967 Peoria, IL 61612-3967
Phone: 309-692-1000 Fax: 309-692-8637

POWER OF ATTORNEY

RLI Insurance Company/RLI Indemnity Company

Bond No. RSB0528322

Know All Men by These Presents:

That the **RLI Insurance Company/RLI Indemnity Company**, corporations organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint: Roy C. Die in the City of Peoria, State of Illinois, its regularly elected Vice President, as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on their behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars ($10,000,000) for any single obligation, and specifically for the following described bond.

Principal: **Arnoldo Cantu Jr.**
Obligee: **Hidalgo County Clerk**
Type Bond: **Judge**
Bond Amount: **$ 10,000.00**
Effective Date: **December 9, 2010**

RLI Insurance Company/RLI Indemnity Company further certify that the following is a true and exact copy of a Resolution adopted by the Board of Directors of **RLI Insurance Company/RLI Indemnity Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company/RLI Indemnity Company** have caused these presents to be executed by their Vice President with their corporate seals affixed this 10th day of September, 2010.

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

ATTEST:

Cynthia S. Dohm Assistant Secretary

RLI Insurance Company/RLI Indemnity Company

Roy C. Die Vice President

On this 10th day of September, 2010 before me, a Notary Public, personally appeared Roy C. Die, and Cynthia S. Dohm, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said **RLI Insurance Company/RLI Indemnity Company**, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Cherie L. Montgomery Notary Public

"OFFICIAL SEAL"
CHERIE L. MONTGOMERY
NOTARY PUBLIC STATE OF ILLINOIS
COMMISSION EXPIRES 02/02/12

A0000109_AS400

In the name and by the authority of

The State of Texas

Oath of Office

I Arnoldo Cantu Jr. do solemnly swear (of affirm), that I will faithfully execute the duties of the office of Hidalgo County Court at Law No. 5 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, so help me God.

Arnoldo Cantu Jr
County Court at Law No. 5 Judge

SWORN TO and subscribed before me before me by affiant on this the 1st day of January 2011.

Hon. Ricardo Rodriguez Jr.
92nd District Court Judge

seal

FILED
10:47 O'CLOCK A M
JAN 04 2011
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY D. Lyons DEPUTY

RLI Surety
A Division of RLI Insurance Company
P.O. Box 3967 Peoria, IL 61612-3967
Phone: 309-692-1000 Fax: 309-692-8637

RIDER

TO BE ATTACHED TO AND FORM PART OF BOND NO. RSB4016844

It is hereby mutually agreed and understood by the Principal,

Albert Garcia

and **RLI Insurance Company** that the

Obligee

(Identify item(s) to be changed)

on this bond has/have been changed to the following:

Hidalgo County Treasurer

Nothing contained herein shall vary, alter, waive or extend any of the terms, limits, or conditions of the bond, except as set forth above.

This Rider becomes effective on January 1, 2011, at twelve and one minute o'clock a.m., Standard Time.

Signed this 25th day of January, 2011.

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company

By Jonathan E. Michael
Jonathan E. Michael, President and CEO

FILED
AT 2:08 O'CLOCK P M
JAN 25 2011
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY J. Garza DEPUTY

RLI Surety
A Division of RLI Insurance Company
P.O. Box 3967 Peoria, IL 61612-3967
Phone: 309-692-1000 Fax: 309-692-8637

RIDER

TO BE ATTACHED TO AND FORM PART OF BOND NO. RSB4016844

It is hereby mutually agreed and understood by the Principal,

Albert Garcia

and **RLI Insurance Company** that the

ADDING COVERAGE

(Identify item(s) to be changed)

on this bond has/have been changed to the following:

Judge of the County Court at Law No. 6 will (a) pay all money that comes into his hands as county judge to the person or officer entitled (b) pay to the County all money illegally paid to the Judge out of county funds and (c) not vote or consent to pay out county funds for other than lawful purposes

Nothing contained herein shall vary, alter, waive or extend any of the terms, limits, or conditions of the bond, except as set forth above.

This Rider becomes effective on January 1, 2011, at twelve and one minute o'clock a.m., Standard Time.

Signed this 25th day of January, 2011.

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company

By _____
Jonathan E. Michael, President and CEO

FILED
AT 2:41 O'CLOCK P M
JAN 26 2011
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

RLI Surety
P.O. Box 3967
Peoria, IL 61612-3967
Phone: 309-692-1000 Fax: 309-692-8637

FILED
AT 10:41 O'CLOCK A M
DEC 28 2010
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

Official Bond And Oath

Bond No. RSB4016844

KNOW ALL MEN BY THESE PRESENTS:

That we, Albert Garcia, as Principal, and **RLI Insurance Company**, a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the County Of Hidalgo, Texas in the penal sum of Ten Thousand Dollars And No Cents DOLLARS ($ 10,000.00), to the payment of which sum, well and truly to be made, we jointly and severally bind ourselves and our legal representatives firmly by these presents.

DATED this 4th day of October, 2010.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas, the said Principal was duly ☒ elected ☐ appointed to the office of Judge County Court At Law #6 in the State of Texas for the term commencing on the 1st day of January, 2011 and ending on January 1, 2015.
NOW THEREFORE, if the said Principal shall faithfully perform the duties of his said office, then this obligation shall be void and of no effect.

This bond is executed by the Surety upon the following express conditions:

FIRST, the Surety shall not be liable hereunder for the loss of any public moneys or funds occurring through or resulting from the failure of, or default in payment by, any banks or depositories in which any public moneys or funds have been deposited, or may be deposited, or placed to the credit, or under the control of the Principal, whether or not such banks or depositories were or may be selected or designated by the Principal or by other persons; or by reason of the allowance to, or acceptance by the Principal or any interest on said public moneys or funds, any law, decision, ordinances, or statute to the contrary not withstanding.

SECOND, that the Surety shall not be liable for any loss or losses, resulting from the failure of the Principal to collect any taxes, licenses, levies, assessments, etc., with the collections or which he may be chargeable by reason of his election or appointment as aforesaid.

THIRD, that the Surety may, if it shall so elect, cancel this bond by giving thirty (30) days notice in writing to the Obligee and this bond shall be deemed canceled at the expiration of said thirty (30) days; the Surety remaining liable, however, subject to all the terms, conditions and provisions of this bond for any act or acts covered by this bond which may have been committed by the Principal up to the date of such cancellation.

Countersigned

By_____

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

Albert Garcia
Principal

RLI Insurance Company

Roy C. Die, Attorney In Fact

APPROVAL:
I have inspected the above Bond and do hereby certify that the same is sufficient.

Approving Officer

Title AGENT

OFF 0107 (2/94)

O0000109_AS400-10/20/50,30

RLI Surety
P.O. Box 3967 Peoria, IL 61612-3967
Phone: 309-692-1000 Fax: 309-692-8637

FILED
AT 10:41 O'CLOCK A M
DEC 28 2010
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

POWER OF ATTORNEY

RLI Insurance Company/RLI Indemnity Company

Bond No. RSB4016844

Know All Men by These Presents:

That the **RLI Insurance Company/RLI Indemnity Company**, corporations organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint: _____ Roy C. Die in the City of Peoria, State of Illinois, its regularly elected Vice President, as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on their behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars ($10,000,000) for any single obligation, and specifically for the following described bond.

Principal: Albert Garcia
Obligee: County Of Hidalgo, Texas
Type Bond: Judge County Court At Law #6
Bond Amount: $ 10,000.00
Effective Date: January 1, 2011

RLI Insurance Company/RLI Indemnity Company further certify that the following is a true and exact copy of a Resolution adopted by the Board of Directors of **RLI Insurance Company/RLI Indemnity Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company/RLI Indemnity Company** have caused these presents to be executed by their Vice President with their corporate seals affixed this 4th day of October, 2010.

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

ATTEST:

Cynthia S. Dohm Assistant Secretary

RLI Insurance Company/RLI Indemnity Company

Roy C. Die Vice President

On this 4th day of October, 2010 before me, a Notary Public, personally appeared Roy C. Die, and Cynthia S. Dohm, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said **RLI Insurance Company/RLI Indemnity Company**, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Cherie L. Montgomery Notary Public

NOTARY PUBLIC STATE OF ILLINOIS "OFFICIAL SEAL" CHERIE L. MONTGOMERY COMMISSION EXPIRES 02/02/12

A0000109_AS400

In the name and by the authority of

The State of Texas

Oath of Office

I Albert Garcia do solemnly swear (of affirm), that I will faithfully execute the duties of the office of Hidalgo County Court at Law No. 6 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, so help me God.

Albert Garcia
County Court at Law No. 6 Judge

SWORN TO and subscribed before me before me by affiant on this the 1st day of January 2011.

Hon. Ricardo Rodriguez Jr.
92nd District Court Judge

seal

FILED
AT 10:47 O'CLOCK A M
JAN 04 2011
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

AI-25002 **11.A.**

Approval of Entity Contracts

CC REGULAR

Date:	02/01/2011
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 of Amendments to Inter-Local Agreements between Hidalgo County and various Entities for Tax Assessment and Collections.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Link: Fees
Link: City of Alton
Link: City of Edcouch
Link: City of Elsa
Link: City of Granjeno
Link: City of La Joya
Link: City of La Villa
Link: City of Mercedes
Link: City of Mission
Link: City of Palmview
Link: City of Penitas
Link: City of Pharr
Link: City of Progreso
Link: City of San Juan
Link: City of Sullivan
Link: City of Weslaco

Link: Donna ISD
Link: Edinburg ISD
Link: Edcouch-Elsa ISD
Link: La Joya ISD
Link: La Villa ISD
Link: Monte Alto ISD
Link: Mercedes ISD
Link: McAllen ISD
Link: Mission ISD
Link: Progresso ISD
Link: PSJA ISD
Link: Sharyland ISD
Link: Valley View ISD
Link: Weslaco ISD
Link: South TX College
Link: So. TX ISD

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	01/26/2011 10:51 AM	APRV
2	Perla Lopez	Perla Lopez	01/28/2011 11:24 AM	APRV
3	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Neida Chavana Started On: 01/26/2011 08:23 AM

Final Approval Date: 01/28/2011

ENTITY	FEE: 2010	DATE:
		X
CITIES:		
ALTON	$ 8,076.00	APRIL
EDCOUCH	$ 6,064.00	OCTOBER
ELSA	$ 21,000.00	SEPTEMBER
GRANJENO	$ 2,625.00	JUNE
LA JOYA	$ 21,000.00	OCTOBER
LA VILLA	$ 2,882.00	SEPTEMBER
MERCEDES	$ 19,894.00	JUNE
MISSION	$ 69,458.00	SEPTEMBER
PALMVIEW	$ 21,000.00	SEPTEMBER
PENITAS	$ 2,951.00	NOVEMBER
PHARR	$ 63,000.00	OCTOBER
PROGRESO	$ 5,898.00	NOVEMBER
SAN JUAN	$ 36,750.00	JUNE
SULLIVAN CITY	$ 6,615.00	NOVEMBER
WESLACO	$ 44,060.00	SEPTEMBER
SCHOOL:		
DONNA ISD	$ 73,500.00	JUNE
EDINBURG ISD	$ 164,962.00	JULY
EDCOUCH-ELSA	$ 28,665.00	SEPTEMBER
LA JOYA ISD	$ 131,250.00	OCTOBER
LA VILLA ISD	$ 8,798.00	SEPTEMBER
MONTE ALTO ISD	$ 7,829.00	FEBRUARY
MERCEDES ISD	$ 35,333.00	JUNE
MCALLEN ISD	$ 143,623.78	SEPTEMBER
MISSION ISD	$ 68,265.00	SEPTEMBER
PROGRESO ISD	$ 16,538.00	SEPTEMBER
PSJA ISD	$ 147,000.00	JUNE
SHARYLAND ISD	$ 39,896.00	SEPTEMBER
VALLEY VIEW ISD	$ 23,100.00	JUNE
WESLACO ISD	$ 86,230.00	SEPTEMBER
SOUTH TX COLLEGE	$ 93,626.00	SEPTEMBER
SOUTH TX ISD	$ 105,000.00	SEPTEMBER
TOTAL:	**$ 1,504,888.78**	

STATE OF TEXAS

COUNTY OF HIDALGO

AMENDMENT TO
INTER-LOCAL COOPERATION AGREEMENT
FOR TAX ASSESSMENT AND COLLECTION

This AMENDMENT TO INTER-LOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION ("Amendment"), dated **April 1st.**, 2010, is made between the City of Alton, hereinafter referred to as "CITY," and Hidalgo County, hereinafter referred to as "COUNTY," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, on or about February 1997, COUNTY entered into an Interlocal Cooperation Agreement "(Interlocal") with CITY for the consolidation of the assessment and collection of property taxes; and

WHEREAS, COUNTY and CITY now desire to amend the Interlocal as hereinafter provided.

NOW, THEREFORE, for and in consideration of TEN and NO/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COUNTY and CITY hereby agree to the following amendments to the Interlocal:

1. Section VI of the Interlocal is amended to read as follows:

"1. CITY hereby agrees to pay and COUNTY agrees to accept a fee of $ 8,076.00 of all current and delinquent base taxes collected from April 1 through March 31. For subsequent years, after reviewing actual collection costs, COUNTY will submit to CITY, prior to May 1, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. CITY will have until June 1 to accept the recommended fee.

2. COUNTY will be paid by deducting the fee at the rate of $ 673.00 from Monthly collections and will submit Monthly Collections Reports."

2. Except as modified herein, all terms and conditions of the Interlocal, as amended, remain in full force and effect.

WITNESS THE HANDS OF THE PARTIES effective as of the date and year first written above.

CITY OF ALTON

BY: _____
Salvador Vela , Mayor

ATTEST:

_____
Jorge Arcaute , City Manager

HIDALGO COUNTY

BY: _____

Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

STATE OF TEXAS

COUNTY OF HIDALGO

AMENDMENT TO
INTER-LOCAL COOPERATION AGREEMENT
FOR TAX ASSESSMENT AND COLLECTION

This AMENDMENT TO INTER-LOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION ("Amendment"), dated October 1st., 2010, is made between the City of Edcouch, hereinafter referred to as "CITY," and Hidalgo County, hereinafter referred to as "COUNTY," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, on or about July 29, 2003, COUNTY entered into an Interlocal Cooperation Agreement "(Interlocal") with CITY for the consolidation of the assessment and collection of property taxes; and

WHEREAS, COUNTY and CITY now desire to amend the Interlocal as hereinafter provided.

NOW, THEREFORE, for and in consideration of TEN and NO/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COUNTY and CITY hereby agree to the following amendments to the Interlocal:

1. Section VI of the Interlocal is amended to read as follows:

"1. CITY hereby agrees to pay and COUNTY agrees to accept a fee of $ 6,064.00 of all current and delinquent base taxes collected from October 1 through September 30. For subsequent years, after reviewing actual collection costs, COUNTY will submit to CITY, prior to May 1, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. CITY will have until June 1 to accept the recommended fee.

2. COUNTY will be paid by deducting the fee at the rate of $ 505.34 from Monthly collections and will submit Monthly Collections Reports."

2. Except as modified herein, all terms and conditions of the Interlocal, as amended, remain in full force and effect.

WITNESS THE HANDS OF THE PARTIES effective as of the date and year first written above.

CITY OF EDCOUCH

BY: _____
Robert S. Schmalzried, Mayor

ATTEST:

_____
Nancy Sanchez, City Secretary

HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

STATE OF TEXAS

COUNTY OF HIDALGO

AMENDMENT TO
INTER-LOCAL COOPERATION AGREEMENT
FOR TAX ASSESSMENT AND COLLECTION

This AMENDMENT TO INTER-LOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION ("Amendment"), dated **September 1st.**, 2010, is made between the City of Elsa, hereinafter referred to as "CITY," and Hidalgo County, hereinafter referred to as "COUNTY," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, on or about September 9th, 2008, COUNTY entered into an Interlocal Cooperation Agreement "(Interlocal") with CITY for the consolidation of the assessment and collection of property taxes; and

WHEREAS, COUNTY and CITY now desire to amend the Interlocal as hereinafter provided.

NOW, THEREFORE, for and in consideration of TEN and NO/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COUNTY and CITY hereby agree to the following amendments to the Interlocal:

1. Section VI of the Interlocal is amended to read as follows:

"1. CITY hereby agrees to pay and COUNTY agrees to accept a fee of $ 21,000.00 of all current and delinquent base taxes collected from September 1 through August 31. For subsequent years, after reviewing actual collection costs, COUNTY will submit to CITY, prior to May 1, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. CITY will have until June 1 to accept the recommended fee.

2. COUNTY will be paid by deducting the fee at the rate of $ 1,750.00 from Monthly collections and will submit Monthly Collections Reports."

2. Except as modified herein, all terms and conditions of the Interlocal, as amended, remain in full force and effect.

WITNESS THE HANDS OF THE PARTIES effective as of the date and year first written above.

CITY OF ELSA

BY: _____
Senovio Castillo, Mayor

ATTEST:

_____
Teresa Rodriguez, City Secretary

HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

CITY OF GRANJENO

STATE OF TEXAS

COUNTY OF HIDALGO

AMENDMENT TO
INTER-LOCAL COOPERATION AGREEMENT
FOR TAX ASSESSMENT AND COLLECTION

This AMENDMENT TO INTER-LOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION ("Amendment"), dated June 21, 2010, is made between the City of Granjeno, hereinafter referred to as "CITY," and Hidalgo County, hereinafter referred to as "COUNTY," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, on or about June 15th, 2006, COUNTY entered into an Interlocal Cooperation Agreement "(Interlocal") with CITY for the consolidation of the assessment and collection of property taxes; and

WHEREAS, COUNTY and CITY now desire to amend the Interlocal as hereinafter provided.

NOW, THEREFORE, for and in consideration of TEN and NO/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COUNTY and CITY hereby agree to the following amendments to the Interlocal:

1. Section VI of the Interlocal is amended to read as follows:

"1. CITY hereby agrees to pay and COUNTY agrees to accept a fee of $ 2,625.00 of all current and delinquent base taxes collected from June 1 through May 31. For subsequent years, after reviewing actual collection costs, COUNTY will submit to CITY, prior to May 1, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. CITY will have until June 1 to accept the recommended fee.

Bus. (956) 519-0032 • 6603 So. FM 494, Granjeno, Texas 78572 • Fax (956) 519-7602

2. *COUNTY will be paid by deducting the fee at the rate of $ 218.75 from Monthly collections and will submit Monthly Collections Reports."*

2. Except as modified herein, all terms and conditions of the Interlocal, as amended, remain in full force and effect.

WITNESS THE HANDS OF THE PARTIES effective as of the date and year first written above.

CITY OF GRANJENO

BY: _____
Rafael Garza, Mayor

ATTEST:

_____
Yvette Cabrera, City Manager

HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

STATE OF TEXAS

COUNTY OF HIDALGO

AMENDMENT TO
INTER-LOCAL COOPERATION AGREEMENT
FOR TAX ASSESSMENT AND COLLECTION

This AMENDMENT TO INTER-LOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION ("Amendment"), dated October 1st., 2010, is made between the City of La Joya, hereinafter referred to as "CITY," and Hidalgo County, hereinafter referred to as "COUNTY," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, on or about September 4th, 2007, COUNTY entered into an Interlocal Cooperation Agreement "(Interlocal") with CITY for the consolidation of the assessment and collection of property taxes; and

WHEREAS, COUNTY and CITY now desire to amend the Interlocal as hereinafter provided.

NOW, THEREFORE, for and in consideration of TEN and NO/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COUNTY and CITY hereby agree to the following amendments to the Interlocal:

1. Section VI of the Interlocal is amended to read as follows:

"1. CITY hereby agrees to pay and COUNTY agrees to accept a fee of $ 21,000.00 of all current and delinquent base taxes collected from October 1 through September 30.. For subsequent years, after reviewing actual collection costs, COUNTY will submit to CITY, prior to May 1, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. CITY will have until June 1 to accept the recommended fee.

2. COUNTY will be paid by deducting the fee at the rate of $ 1,750.00 from Monthly collections and will submit Monthly Collections Reports."

2. Except as modified herein, all terms and conditions of the Interlocal, as amended, remain in full force and effect.

WITNESS THE HANDS OF THE PARTIES effective as of the date and year first written above.

CITY OF LA JOYA

BY: _____
William "Billy" Leo , Mayor

ATTEST:

_____
Julianeta Sabala, City Secretary

HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

STATE OF TEXAS

COUNTY OF HIDALGO

AMENDMENT TO
INTER-LOCAL COOPERATION AGREEMENT
FOR TAX ASSESSMENT AND COLLECTION

This AMENDMENT TO INTER-LOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION ("Amendment"), dated **September 1st.**, 2010, is made between the City of La Villa, hereinafter referred to as "CITY," and Hidalgo County, hereinafter referred to as "COUNTY," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, on or about August 29, 1996, COUNTY entered into an Interlocal Cooperation Agreement "(Interlocal") with CITY for the consolidation of the assessment and collection of property taxes; and

WHEREAS, COUNTY and CITY now desire to amend the Interlocal as hereinafter provided.

NOW, THEREFORE, for and in consideration of TEN and NO/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COUNTY and CITY hereby agree to the following amendments to the Interlocal:

1. Section VI of the Interlocal is amended to read as follows:

"1. CITY hereby agrees to pay and COUNTY agrees to accept a fee of $ 2,882.00 of all current and delinquent base taxes collected from September 1 through August 31. For subsequent years, after reviewing actual collection costs, COUNTY will submit to CITY, prior to May 1, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. CITY will have until June 1 to accept the recommended fee.

2. COUNTY will be paid by deducting the fee at the rate of $ 240.17 from Monthly collections and will submit Monthly Collections Reports."

2. Except as modified herein, all terms and conditions of the Interlocal, as amended, remain in full force and effect.

WITNESS THE HANDS OF THE PARTIES effective as of the date and year first written above.

CITY OF LA VILLA

BY: Hector Elizondo
Hector Elizondo, Mayor

ATTEST:
Lupita Saurez, City Secretary

HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

STATE OF TEXAS

COUNTY OF HIDALGO

AMENDMENT TO
INTER-LOCAL COOPERATION AGREEMENT
FOR TAX ASSESSMENT AND COLLECTION

This AMENDMENT TO INTER-LOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION ("Amendment"), dated June 1st. _____, 2010, is made between the City of Mercedes, hereinafter referred to as "CITY," and Hidalgo County, hereinafter referred to as "COUNTY," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, on or about May 28, 2001, COUNTY entered into an Interlocal Cooperation Agreement "(Interlocal") with CITY for the consolidation of the assessment and collection of property taxes; and

WHEREAS, COUNTY and CITY now desire to amend the Interlocal as hereinafter provided.

NOW, THEREFORE, for and in consideration of TEN and NO/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COUNTY and CITY hereby agree to the following amendments to the Interlocal:

1. Section VI of the Interlocal is amended to read as follows:

"*1. CITY hereby agrees to pay and COUNTY agrees to accept a fee of $19,894.00 of all current and delinquent base taxes collected from June 1 through May 31. For subsequent years, after reviewing actual collection costs, COUNTY will submit to CITY, prior to May 1, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. CITY will have until June 1 to accept the recommended fee.*

2. COUNTY will be paid by deducting the fee at the rate of $ 1,657.84 from Monthly collections and will submit Monthly Collections Reports."

2. Except as modified herein, all terms and conditions of the Interlocal, as amended, remain in full force and effect.

WITNESS THE HANDS OF THE PARTIES effective as of the date and year first written above.

CITY OF MERCEDES

BY: _____

Joel Quintanilla, Mayor

ATTEST:

_____

Arcelia L. Felix, City Secretary

HIDALGO COUNTY

BY: _____

Ramon Garcia, County Judge

ATTEST:

_____

Arturo Guajardo Jr., County Clerk

STATE OF TEXAS

COUNTY OF HIDALGO

AMENDMENT TO
INTER-LOCAL COOPERATION AGREEMENT
FOR TAX ASSESSMENT AND COLLECTION

This AMENDMENT TO INTER-LOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION ("Amendment"), dated September 1st., 2010, is made between the City of Mission, hereinafter referred to as "CITY," and Hidalgo County, hereinafter referred to as "COUNTY," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, on or about July 7, 1999, COUNTY entered into an Interlocal Cooperation Agreement "(Interlocal") with CITY for the consolidation of the assessment and collection of property taxes; and

WHEREAS, COUNTY and CITY now desire to amend the Interlocal as hereinafter provided.

NOW, THEREFORE, for and in consideration of TEN and NO/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COUNTY and CITY hereby agree to the following amendments to the Interlocal:

1. Section VI of the Interlocal is amended to read as follows:

"1. CITY hereby agrees to pay and COUNTY agrees to accept a fee of $ 69,458.00 of all current and delinquent base taxes collected from September 1 through August 31. For subsequent years, after reviewing actual collection costs, COUNTY will submit to CITY, prior to May 1, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. CITY will have until June 1 to accept the recommended fee.

2. COUNTY will be paid by deducting the fee at the rate of $ 5,788.17 from Monthly collections and will submit Monthly Collections Reports."

2. Except as modified herein, all terms and conditions of the Interlocal, as amended, remain in full force and effect.

WITNESS THE HANDS OF THE PARTIES effective as of the date and year first written above.

CITY OF MISSION

BY: _____
Roberto Salinas, Mayor

ATTEST:

_____
Anna Carrillo, City Secretary

HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

STATE OF TEXAS

COUNTY OF HIDALGO

AMENDMENT TO INTER-LOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION

This AMENDMENT TO INTER-LOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION ("Amendment"), dated September 1st., 2010, is made between the City of Palmview, hereinafter referred to as "CITY," and Hidalgo County, hereinafter referred to as "COUNTY," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, on or about June 2nd, 2009, COUNTY entered into an Interlocal Cooperation Agreement "(Interlocal") with CITY for the consolidation of the assessment and collection of property taxes; and

WHEREAS, COUNTY and CITY now desire to amend the Interlocal as hereinafter provided.

NOW, THEREFORE, for and in consideration of TEN and NO/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COUNTY and CITY hereby agree to the following amendments to the Interlocal:

1. Section VI of the Interlocal is amended to read as follows:

"1. CITY hereby agrees to pay and COUNTY agrees to accept a fee of $ 21,000.00 of all current and delinquent base taxes collected from September 1 through August 31. For subsequent years, after reviewing actual collection costs, COUNTY will submit to CITY, prior to May 1, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. CITY will have until June 1 to accept the recommended fee.

2. COUNTY will be paid by deducting the fee at the rate of $ 1,750.00 from Monthly collections and will submit Monthly Collections Reports."

2. Except as modified herein, all terms and conditions of the Interlocal, as amended, remain in full force and effect.

WITNESS THE HANDS OF THE PARTIES effective as of the date and year first written above.

CITY OF PALMVIEW

BY: _____
Jorge G Garcia **, Mayor**

ATTEST:

_____
Aida Rivas, **City Secretary**

HIDALGO COUNTY

BY: _____

Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

STATE OF TEXAS

COUNTY OF HIDALGO

AMENDMENT TO
INTER-LOCAL COOPERATION AGREEMENT
FOR TAX ASSESSMENT AND COLLECTION

This AMENDMENT TO INTER-LOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION ("Amendment"), dated November 1st., 2010, is made between the City of Penitas, hereinafter referred to as "CITY," and Hidalgo County, hereinafter referred to as "COUNTY," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, on or about April 6, 1999, COUNTY entered into an Interlocal Cooperation Agreement "(Interlocal") with CITY for the consolidation of the assessment and collection of property taxes; and

WHEREAS, COUNTY and CITY now desire to amend the Interlocal as hereinafter provided.

NOW, THEREFORE, for and in consideration of TEN and NO/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COUNTY and CITY hereby agree to the following amendments to the Interlocal:

1. Section VI of the Interlocal is amended to read as follows:

"1. CITY hereby agrees to pay and COUNTY agrees to accept a fee of $ 2,951.00 of all current and delinquent base taxes collected from November 1 through October 31. For subsequent years, after reviewing actual collection costs, COUNTY will submit to CITY, prior to May 1, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. CITY will have until June 1 to accept the recommended fee.

2. COUNTY will be paid by deducting the fee at the rate of $ 245.92 from Monthly collections and will submit Monthly Collections Reports."

2. Except as modified herein, all terms and conditions of the Interlocal, as amended, remain in full force and effect.

WITNESS THE HANDS OF THE PARTIES effective as of the date and year first written above.

CITY OF PENITAS

BY: Marcos Ochoa
Marcos Ochoa, Mayor

ATTEST:

Dina Garcia
Dina Garcia, City Secretary

HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

STATE OF TEXAS

COUNTY OF HIDALGO

AMENDMENT TO
INTER-LOCAL COOPERATION AGREEMENT
FOR TAX ASSESSMENT AND COLLECTION

This AMENDMENT TO INTER-LOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION ("Amendment"), dated October 1st., 2010, is made between the City of Pharr, hereinafter referred to as "CITY," and Hidalgo County, hereinafter referred to as "COUNTY," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, on or about August 26th, 2008, COUNTY entered into an Interlocal Cooperation Agreement "(Interlocal") with CITY for the consolidation of the assessment and collection of property taxes; and

WHEREAS, COUNTY and CITY now desire to amend the Interlocal as hereinafter provided.

NOW, THEREFORE, for and in consideration of TEN and NO/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COUNTY and CITY hereby agree to the following amendments to the Interlocal:

1. Section VI of the Interlocal is amended to read as follows:

"1. CITY hereby agrees to pay and COUNTY agrees to accept a fee of $ 63,000.00 of all current and delinquent base taxes collected from October 1 through September 30. For subsequent years, after reviewing actual collection costs, COUNTY will submit to CITY, prior to May 1, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. CITY will have until June 1 to accept the recommended fee.

2. COUNTY will be paid by deducting the fee at the rate of $ 5,250.00 from Monthly collections and will submit Monthly Collections Reports."

2. Except as modified herein, all terms and conditions of the Interlocal, as amended, remain in full force and effect.

WITNESS THE HANDS OF THE PARTIES effective as of the date and year first written above.

CITY OF PHARR

BY: _____

Leo "Polo" Palacios Jr. , Mayor

ATTEST:

_____

Hilda Pedraza , City Secretary

HIDALGO COUNTY

BY: _____

Ramon Garcia, County Judge

ATTEST:

_____

Arturo Guajardo Jr., County Clerk

STATE OF TEXAS

COUNTY OF HIDALGO

AMENDMENT TO INTER-LOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION

This AMENDMENT TO INTER-LOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION ("Amendment"), dated November 1st, 2010, is made between the City of Progreso, hereinafter referred to as "CITY," and Hidalgo County, hereinafter referred to as "COUNTY," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, on or about September 1997, COUNTY entered into an Interlocal Cooperation Agreement "(Interlocal") with CITY for the consolidation of the assessment and collection of property taxes; and

WHEREAS, COUNTY and CITY now desire to amend the Interlocal as hereinafter provided.

NOW, THEREFORE, for and in consideration of TEN and NO/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COUNTY and CITY hereby agree to the following amendments to the Interlocal:

1. Section VI of the Interlocal is amended to read as follows:

"*1. CITY hereby agrees to pay and COUNTY agrees to accept a fee of $ 5,898.00 of all current and delinquent base taxes collected from November 1 through October 31. For subsequent years, after reviewing actual collection costs, COUNTY will submit to CITY, prior to May 1, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. CITY will have until June 1 to accept the recommended fee.*

2. COUNTY will be paid by deducting the fee at the rate of $ 491.50 from Monthly collections and will submit Monthly Collections Reports."

2. Except as modified herein, all terms and conditions of the Interlocal, as amended, remain in full force and effect.

WITNESS THE HANDS OF THE PARTIES effective as of the date and year first written above.

CITY OF PROGRESO

BY: _____
Omar Vela , Mayor

ATTEST:

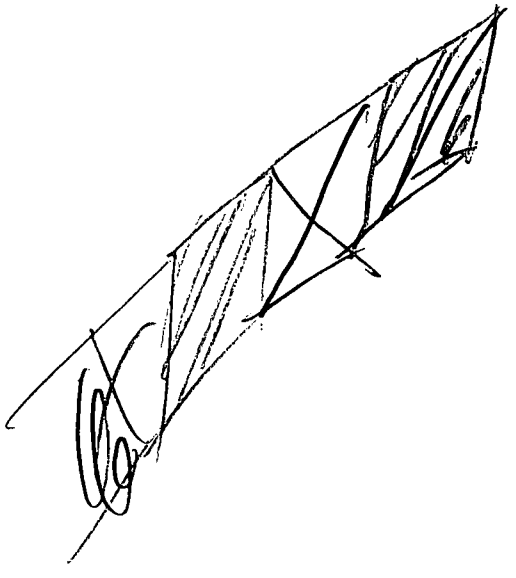
_____
Frank Alanis, City Secretary

HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk



STATE OF TEXAS

COUNTY OF HIDALGO

AMENDMENT TO
INTER-LOCAL COOPERATION AGREEMENT
FOR TAX ASSESSMENT AND COLLECTION

This AMENDMENT TO INTER-LOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION ("Amendment"), dated June 1st., 2010, is made between the City of San Juan, hereinafter referred to as "CITY," and Hidalgo County, hereinafter referred to as "COUNTY," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, on or about April 11th, 2006, COUNTY entered into an Interlocal Cooperation Agreement "(Interlocal") with CITY for the consolidation of the assessment and collection of property taxes; and

WHEREAS, COUNTY and CITY now desire to amend the Interlocal as hereinafter provided.

NOW, THEREFORE, for and in consideration of TEN and NO/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COUNTY and CITY hereby agree to the following amendments to the Interlocal:

1. Section VI of the Interlocal is amended to read as follows:

"1. CITY hereby agrees to pay and COUNTY agrees to accept a fee of $ 36,750.00 of all current and delinquent base taxes collected from June 1 through May 31. For subsequent years, after reviewing actual collection costs, COUNTY will submit to CITY, prior to May 1, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. CITY will have until June 1 to accept the recommended fee.

2. COUNTY will be paid by deducting the fee at the rate of $ 3,062.50 from Monthly collections and will submit Monthly Collections Reports."

2. Except as modified herein, all terms and conditions of the Interlocal, as amended, remain in full force and effect.

WITNESS THE HANDS OF THE PARTIES effective as of the date and year first written above.

CITY OF SAN JUAN

By: _____
Pedro Contreras, Mayor

ATTEST:

_____
Humberto "Bobby" Rodriguez, City Secretary

HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Approved as to Form:
City of San Juan
By: _____
Jerry Munoz, City Attorney

STATE OF TEXAS

COUNTY OF HIDALGO

AMENDMENT TO INTER-LOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION

This AMENDMENT TO INTER-LOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION ("Amendment"), dated November 1st., 2010, is made between the City of Sullivan City, hereinafter referred to as "CITY," and Hidalgo County, hereinafter referred to as "COUNTY," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, on or about May 27, 2003, COUNTY entered into an Interlocal Cooperation Agreement "(Interlocal") with CITY for the consolidation of the assessment and collection of property taxes; and

WHEREAS, COUNTY and CITY now desire to amend the Interlocal as hereinafter provided.

NOW, THEREFORE, for and in consideration of TEN and NO/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COUNTY and CITY hereby agree to the following amendments to the Interlocal:

1. Section VI of the Interlocal is amended to read as follows:

"1. CITY hereby agrees to pay and COUNTY agrees to accept a fee of $ 6,615.00 of all current and delinquent base taxes collected from November 1 through October 31. For subsequent years, after reviewing actual collection costs, COUNTY will submit to CITY, prior to May 1, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. CITY will have until June 1 to accept the recommended fee.

2. COUNTY will be paid by deducting the fee at the rate of $ 551.25 from Monthly collections and will submit Monthly Collections Reports."

2. Except as modified herein, all terms and conditions of the Interlocal, as amended, remain in full force and effect.

WITNESS THE HANDS OF THE PARTIES effective as of the date and year first written above.

CITY OF SULLIVAN

BY: _____
Rosendo Benavides, Mayor

ATTEST:

_____
Claudia Jimenez, City Secretary

HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

STATE OF TEXAS

COUNTY OF HIDALGO

AMENDMENT TO
INTER-LOCAL COOPERATION AGREEMENT
FOR TAX ASSESSMENT AND COLLECTION

This AMENDMENT TO INTER-LOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION ("Amendment"), dated September 1st., 2010, is made between the City of Weslaco, hereinafter referred to as "CITY," and Hidalgo County, hereinafter referred to as "COUNTY," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, on or about September 1, 1994, COUNTY entered into an Interlocal Cooperation Agreement "(Interlocal") with CITY for the consolidation of the assessment and collection of property taxes; and

WHEREAS, COUNTY and CITY now desire to amend the Interlocal as hereinafter provided.

NOW, THEREFORE, for and in consideration of TEN and NO/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COUNTY and CITY hereby agree to the following amendments to the Interlocal:

1. Section VI of the Interlocal is amended to read as follows:

"1. CITY hereby agrees to pay and COUNTY agrees to accept a fee of $ 44,060.00 of all current and delinquent base taxes collected from September 1 through August 31. For subsequent years, after reviewing actual collection costs, COUNTY will submit to CITY, prior to May 1, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. CITY will have until June 1 to accept the recommended fee.

2. COUNTY will be paid by deducting the fee at the rate of $ 3,671.67 from Monthly collections and will submit Monthly Collections Reports."

2. Except as modified herein, all terms and conditions of the Interlocal, as amended, remain in full force and effect.

WITNESS THE HANDS OF THE PARTIES effective as of the date and year first written above.

CITY OF WESLACO

BY: _____
Miguel D. Wise, Mayor

ATTEST:

_____
Amanda C. Elizondo, City Secretary

HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:

_____
Ramon Vela, **City Attorney**

STATE OF TEXAS

COUNTY OF HIDALGO

AMENDMENT TO
INTER-LOCAL COOPERATION AGREEMENT
FOR TAX ASSESSMENT AND COLLECTION

This AMENDMENT TO INTER-LOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION ("Amendment"), dated June 1st., 2010, is made between the School District of Donna, hereinafter referred to as "SCHOOL DISTRICT," and Hidalgo County, hereinafter referred to as "COUNTY," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, on or about August 18th, 2009, COUNTY entered into an Interlocal Cooperation Agreement "(Interlocal") with SCHOOL DISTRICT for the consolidation of the assessment and collection of property taxes; and

WHEREAS, COUNTY and SCHOOL DISTRICT now desire to amend the Interlocal as hereinafter provided.

NOW, THEREFORE, for and in consideration of TEN and NO/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COUNTY and SCHOOL DISTRICT hereby agree to the following amendments to the Interlocal:

1. Section VI of the Interlocal is amended to read as follows:

"1. SCHOOL DISTRICT hereby agrees to pay and COUNTY agrees to accept a fee of $ 73,500.00 of all current and delinquent base taxes collected from June 1 through May 31. For subsequent years, after reviewing actual collection costs, COUNTY will submit to SCHOOL DISTRICT, prior to May 1, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. SCHOOL DISTRICT will have until June 1 to accept the recommended fee.

2. COUNTY will be paid by deducting the fee at the rate of $ 6,125.00 from Monthly collections and will submit Monthly Collections Reports."

2. Except as modified herein, all terms and conditions of the Interlocal, as amended, remain in full force and effect.

WITNESS THE HANDS OF THE PARTIES effective as of the date and year first written above.

SCHOOL DISTRCT OF DONNA

BY: _____
Dennis Ramirez , President,
Board of Trustees

ATTEST:

_____
Ernest Lugo , Secretary,
Board of Trustees

HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

STATE OF TEXAS

COUNTY OF HIDALGO

AMENDMENT TO
INTER-LOCAL COOPERATION AGREEMENT
FOR TAX ASSESSMENT AND COLLECTION

This AMENDMENT TO INTER-LOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION ("Amendment"), dated July 1st., 2010, is made between the School District of Edinburg, hereinafter referred to as "SCHOOL DISTRICT," and Hidalgo County, hereinafter referred to as "COUNTY," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, on or about May 10, 1994, COUNTY entered into an Interlocal Cooperation Agreement "(Interlocal") with SCHOOL DISTRICT for the consolidation of the assessment and collection of property taxes; and

WHEREAS, COUNTY and SCHOOL DISTRICT now desire to amend the Interlocal as hereinafter provided.

NOW, THEREFORE, for and in consideration of TEN and NO/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COUNTY and SCHOOL DISTRICT hereby agree to the following amendments to the Interlocal:

1. Section VI of the Interlocal is amended to read as follows:

"1. SCHOOL DISTRICT hereby agrees to pay and COUNTY agrees to accept a fee of $ 164,962.00 of all current and delinquent base taxes collected from July 1 through June 30. For subsequent years, after reviewing actual collection costs, COUNTY will submit to SCHOOL DISTRICT, prior to May 1, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. SCHOOL DISTRICT will have until June 1 to accept the recommended fee.

2. COUNTY will be paid by deducting the fee at the rate of $ 13,746.84 from Monthly collections and will submit Monthly Collections Reports."

2. Except as modified herein, all terms and conditions of the Interlocal, as amended, remain in full force and effect.

WITNESS THE HANDS OF THE PARTIES effective as of the date and year first written above.

SCHOOL DISTRCT OF EDINBURG

BY:_____
Omar Palacios, President
Board of Trustees

ATTEST:_____
Ciro Trevino, Secretary
Board of Trustees

HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

STATE OF TEXAS

COUNTY OF HIDALGO

AMENDMENT TO
INTER-LOCAL COOPERATION AGREEMENT
FOR TAX ASSESSMENT AND COLLECTION

This AMENDMENT TO INTER-LOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION ("Amendment"), dated **September 1st.**, 2010, is made between the School District of Edcouch-Elsa, hereinafter referred to as "SCHOOL DISTRICT," and Hidalgo County, hereinafter referred to as "COUNTY," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, on or about August 6, 2002, COUNTY entered into an Interlocal Cooperation Agreement "(Interlocal") with SCHOOL DISTRICT for the consolidation of the assessment and collection of property taxes; and

WHEREAS, COUNTY and SCHOOL DISTRICT now desire to amend the Interlocal as hereinafter provided.

NOW, THEREFORE, for and in consideration of TEN and NO/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COUNTY and SCHOOL DISTRICT hereby agree to the following amendments to the Interlocal:

1. Section VI of the Interlocal is amended to read as follows:

"1. SCHOOL DISTRICT hereby agrees to pay and COUNTY agrees to accept a fee of $ 28,665.00 of all current and delinquent base taxes collected from September 1 through August 31. For subsequent years, after reviewing actual collection costs, COUNTY will submit to SCHOOL DISTRICT, prior to May 1, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. SCHOOL DISTRICT will have until June 1 to accept the recommended fee.

2. COUNTY will be paid by deducting the fee at the rate of $ 2,388.75 from Monthly collections and will submit Monthly Collections Reports."

2. Except as modified herein, all terms and conditions of the Interlocal, as amended, remain in full force and effect.

WITNESS THE HANDS OF THE PARTIES effective as of the date and year first written above.

SCHOOL DISTRICT OF EDCOUCH-ELSA

BY: _____
Antonio Barco, President,
Board of Trustees

ATTEST:

_____
Richard Ozuna, Secretary,
Board of Trustees

HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

STATE OF TEXAS

COUNTY OF HIDALGO

AMENDMENT TO
INTER-LOCAL COOPERATION AGREEMENT
FOR TAX ASSESSMENT AND COLLECTION

This AMENDMENT TO INTER-LOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION ("Amendment"), dated October 1st., 2010, is made between the School District of La Joya, hereinafter referred to as "SCHOOL DISTRICT," and Hidalgo County, hereinafter referred to as "COUNTY," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, on or about September 4th, 2007, COUNTY entered into an Interlocal Cooperation Agreement "(Interlocal") with SCHOOL DISTRICT for the consolidation of the assessment and collection of property taxes; and

WHEREAS, COUNTY and SCHOOL DISTRICT now desire to amend the Interlocal as hereinafter provided.

NOW, THEREFORE, for and in consideration of TEN and NO/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COUNTY and SCHOOL DISTRICT hereby agree to the following amendments to the Interlocal:

1. Section VI of the Interlocal is amended to read as follows:

"1. SCHOOL DISTRICT hereby agrees to pay and COUNTY agrees to accept a fee of $ 131,250.00 of all current and delinquent base taxes collected from October 1 through September 30. For subsequent years, after reviewing actual collection costs, COUNTY will submit to SCHOOL DISTRICT, prior to May 1, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. SCHOOL DISTRICT will have until June 1 to accept the recommended fee.

2. COUNTY will be paid by deducting the fee at the rate of $ 10,937.50 from Monthly collections and will submit Monthly Collections Reports."

2. Except as modified herein, all terms and conditions of the Interlocal, as amended, remain in full force and effect.

WITNESS THE HANDS OF THE PARTIES effective as of the date and year first written above.

SCHOOL DISTRCT OF LA JOYA

BY: _____
Jose Adolfo Salinas , President,
Board of Trustees

ATTEST:

_____
Arnoldo Ochoa , Secretary,
Board of Trustees

HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

STATE OF TEXAS

COUNTY OF HIDALGO

AMENDMENT TO
INTER-LOCAL COOPERATION AGREEMENT
FOR TAX ASSESSMENT AND COLLECTION

This AMENDMENT TO INTER-LOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION ("Amendment"), dated September 1st., 2010, is made between the School District of La Villa, hereinafter referred to as "SCHOOL DISTRICT," and Hidalgo County, hereinafter referred to as "COUNTY," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, on or about June 9, 1997, COUNTY entered into an Interlocal Cooperation Agreement "(Interlocal") with SCHOOL DISTRICT for the consolidation of the assessment and collection of property taxes; and

WHEREAS, COUNTY and SCHOOL DISTRICT now desire to amend the Interlocal as hereinafter provided.

NOW, THEREFORE, for and in consideration of TEN and NO/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COUNTY and SCHOOL DISTRICT hereby agree to the following amendments to the Interlocal:

1. Section VI of the Interlocal is amended to read as follows:

"1. SCHOOL DISTRICT hereby agrees to pay and COUNTY agrees to accept a fee of $ 8,798.00 of all current and delinquent base taxes collected from September 1 through August 31. For subsequent years, after reviewing actual collection costs, COUNTY will submit to SCHOOL DISTRICT, prior to May 1, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. SCHOOL DISTRICT will have until June 1 to accept the recommended fee.

2. COUNTY will be paid by deducting the fee at the rate of $ 733.17 from Monthly collections and will submit Monthly Collections Reports."

2. Except as modified herein, all terms and conditions of the Interlocal, as amended, remain in full force and effect.

WITNESS THE HANDS OF THE PARTIES effective as of the date and year first written above.

SCHOOL DISTRCT OF LA VILLA

BY: _____

Ignacio Lopez Jr. , President,
Board of Trustees

ATTEST:

_____

Pedro Mata Jr. , Secretary,
Board of Trustees

HIDALGO COUNTY

BY: _____

Ramon Garcia, County Judge

ATTEST:

_____

Arturo Guajardo Jr., County Clerk

STATE OF TEXAS

COUNTY OF HIDALGO

AMENDMENT TO
INTER-LOCAL COOPERATION AGREEMENT
FOR TAX ASSESSMENT AND COLLECTION

This AMENDMENT TO INTER-LOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION ("Amendment"), dated _____, 2010, is made between the School District of Monte Alto, hereinafter referred to as "SCHOOL DISTRICT," and Hidalgo County, hereinafter referred to as "COUNTY," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, on or about January 16, 2001, COUNTY entered into an Interlocal Cooperation Agreement "(Interlocal") with SCHOOL DISTRICT for the consolidation of the assessment and collection of property taxes; and

WHEREAS, COUNTY and SCHOOL DISTRICT now desire to amend the Interlocal as hereinafter provided.

NOW, THEREFORE, for and in consideration of TEN and NO/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COUNTY and SCHOOL DISTRICT hereby agree to the following amendments to the Interlocal:

1. Section VI of the Interlocal is amended to read as follows:

"1. SCHOOL DISTRICT hereby agrees to pay and COUNTY agrees to accept a fee of $ 7,829.00 of all current and delinquent base taxes collected from February 1 through January 31. For subsequent years, after reviewing actual collection costs, COUNTY will submit to SCHOOL DISTRICT, prior to May 1, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. SCHOOL DISTRICT will have until June 1 to accept the recommended fee.

2. COUNTY will be paid by deducting the fee at the rate of $ 652.42 from Monthly collections and will submit Monthly Collections Reports."

2. Except as modified herein, all terms and conditions of the Interlocal, as amended, remain in full force and effect.

WITNESS THE HANDS OF THE PARTIES effective as of the date and year first written above.

SCHOOL DISTRCT OF MONTE ALTO

BY:_____
, President,
Board of Trustees

ATTEST:

_____
, Secretary,
Board of Trustees

HIDALGO COUNTY

BY:_____
Rene Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

STATE OF TEXAS

COUNTY OF HIDALGO

AMENDMENT TO
INTER-LOCAL COOPERATION AGREEMENT
FOR TAX ASSESSMENT AND COLLECTION

This AMENDMENT TO INTER-LOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION ("Amendment"), dated June 1st. ___, 2010, is made between the School District of Mercedes, hereinafter referred to as "SCHOOL DISTRICT," and Hidalgo County, hereinafter referred to as "COUNTY," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, on or about May 22, 2001, COUNTY entered into an Interlocal Cooperation Agreement "(Interlocal") with SCHOOL DISTRICT for the consolidation of the assessment and collection of property taxes; and

WHEREAS, COUNTY and SCHOOL DISTRICT now desire to amend the Interlocal as hereinafter provided.

NOW, THEREFORE, for and in consideration of TEN and NO/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COUNTY and SCHOOL DISTRICT hereby agree to the following amendments to the Interlocal:

1. Section VI of the Interlocal is amended to read as follows:

"1. SCHOOL DISTRICT hereby agrees to pay and COUNTY agrees to accept a fee of $ 35,333.00 of all current and delinquent base taxes collected from June 1 through May 31. For subsequent years, after reviewing actual collection costs, COUNTY will submit to SCHOOL DISTRICT, prior to May 1, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. SCHOOL DISTRICT will have until June 1 to accept the recommended fee.

2. COUNTY will be paid by deducting the fee at the rate of $ 2,944.42 *from Monthly collections and will submit Monthly Collections Reports."*

2. Except as modified herein, all terms and conditions of the Interlocal, as amended, remain in full force and effect.

WITNESS THE HANDS OF THE PARTIES effective as of the date and year first written above.

SCHOOL DISTRCT OF MERCEDES

BY: Monte R. Churchill

Monte R. Churchill, President,
Board of Trustees

ATTEST:

George Cardenas, Secretary,
Board of Trustees

HIDALGO COUNTY

BY: _____

Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

STATE OF TEXAS

COUNTY OF HIDALGO

AMENDMENT TO
INTER-LOCAL COOPERATION AGREEMENT
FOR TAX ASSESSMENT AND COLLECTION

This AMENDMENT TO INTER-LOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION ("Amendment"), dated _ September 1st. _, 2010, is made between the School District of McAllen, hereinafter referred to as "SCHOOL DISTRICT," and Hidalgo County, hereinafter referred to as "COUNTY," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, on or about September 10, 1996, COUNTY entered into an Interlocal Cooperation Agreement "(Interlocal") with SCHOOL DISTRICT for the consolidation of the assessment and collection of property taxes; and

WHEREAS, COUNTY and SCHOOL DISTRICT now desire to amend the Interlocal as hereinafter provided.

NOW, THEREFORE, for and in consideration of TEN and NO/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COUNTY and SCHOOL DISTRICT hereby agree to the following amendments to the Interlocal:

1. Section VI of the Interlocal is amended to read as follows:

"1. SCHOOL DISTRICT hereby agrees to pay and COUNTY agrees to accept a fee of $ 143,623.78 of all current and delinquent base taxes collected from September 1 through August 31. For subsequent years, after reviewing actual collection costs, COUNTY will submit to SCHOOL DISTRICT, prior to May 1, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. SCHOOL DISTRICT will have until June 1 to accept the recommended fee.

2. COUNTY will be paid by deducting the fee at the rate of $ 11,968.65 from Monthly collections and will submit Monthly Collections Reports."

2. Except as modified herein, all terms and conditions of the Interlocal, as amended, remain in full force and effect.

WITNESS THE HANDS OF THE PARTIES effective as of the date and year first written above.

SCHOOL DISTRCT OF MCALLEN

BY: _____
Richard Moore, President,
Board of Trustees

ATTEST:

_____
Myrna G Garcia, Secretary,
Board of Trustees

HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

STATE OF TEXAS

COUNTY OF HIDALGO

AMENDMENT TO
INTER-LOCAL COOPERATION AGREEMENT
FOR TAX ASSESSMENT AND COLLECTION

This AMENDMENT TO INTER-LOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION ("Amendment"), dated _**September 1st.**_, 2010, is made between the School District of Mission, hereinafter referred to as "SCHOOL DISTRICT," and Hidalgo County, hereinafter referred to as "COUNTY," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, on or about July 7, 1999, COUNTY entered into an Interlocal Cooperation Agreement "(Interlocal") with SCHOOL DISTRICT for the consolidation of the assessment and collection of property taxes; and

WHEREAS, COUNTY and SCHOOL DISTRICT now desire to amend the Interlocal as hereinafter provided.

NOW, THEREFORE, for and in consideration of TEN and NO/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COUNTY and SCHOOL DISTRICT hereby agree to the following amendments to the Interlocal:

1. Section VI of the Interlocal is amended to read as follows:

"1. SCHOOL DISTRICT hereby agrees to pay and COUNTY agrees to accept a fee of $ 68,265.00 of all current and delinquent base taxes collected from September 1 through August 31. For subsequent years, after reviewing actual collection costs, COUNTY will submit to SCHOOL DISTRICT, prior to May 1, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. SCHOOL DISTRICT will have until June 1 to accept the recommended fee.

2. COUNTY will be paid by deducting the fee at the rate of $ 5,688.75 from Monthly collections and will submit Monthly Collections Reports."

2. Except as modified herein, all terms and conditions of the Interlocal, as amended, remain in full force and effect.

WITNESS THE HANDS OF THE PARTIES effective as of the date and year first written above.

SCHOOL DISTRCT OF MISSION

BY: _____

James E. Olivarez, President,
Board of Trustees

ATTEST:

_____

Dr. Sonia M. Trevino , Secretary,
Board of Trustees

HIDALGO COUNTY

BY: _____

Ramon Garcia, County Judge

ATTEST:

_____

Arturo Guajardo Jr., County Clerk

STATE OF TEXAS

COUNTY OF HIDALGO

AMENDMENT TO
INTER-LOCAL COOPERATION AGREEMENT
FOR TAX ASSESSMENT AND COLLECTION

This AMENDMENT TO INTER-LOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION ("Amendment"), dated **September 1st.**, 2010, is made between the School District of Progreso, hereinafter referred to as "SCHOOL DISTRICT," and Hidalgo County, hereinafter referred to as "COUNTY," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, on or about July 21, 2003, COUNTY entered into an Interlocal Cooperation Agreement "(Interlocal") with SCHOOL DISTRICT for the consolidation of the assessment and collection of property taxes; and

WHEREAS, COUNTY and SCHOOL DISTRICT now desire to amend the Interlocal as hereinafter provided.

NOW, THEREFORE, for and in consideration of TEN and NO/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COUNTY and SCHOOL DISTRICT hereby agree to the following amendments to the Interlocal:

1. Section VI of the Interlocal is amended to read as follows:

"1. SCHOOL DISTRICT hereby agrees to pay and COUNTY agrees to accept a fee of $ 16,538.00 of all current and delinquent base taxes collected from September 1 through August 31. For subsequent years, after reviewing actual collection costs, COUNTY will submit to SCHOOL DISTRICT, prior to May 1, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. SCHOOL DISTRICT will have until June 1 to accept the recommended fee.

2. COUNTY will be paid by deducting the fee at the rate of $ 1,378.17 from Monthly collections and will submit Monthly Collections Reports."

2. Except as modified herein, all terms and conditions of the Interlocal, as amended, remain in full force and effect.

WITNESS THE HANDS OF THE PARTIES effective as of the date and year first written above.

SCHOOL DISTRCT OF PROGRESO

BY: _____
Michael Rene Vela , President,
Board of Trustees

ATTEST:

_____
Juan J. Ramos , Secretary,
Board of Trustees

HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

ATTEST:

_____
Juan D. Salinas, III County Clerk

STATE OF TEXAS

COUNTY OF HIDALGO

AMENDMENT TO
INTER-LOCAL COOPERATION AGREEMENT
FOR TAX ASSESSMENT AND COLLECTION

This AMENDMENT TO INTER-LOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION ("Amendment"), dated June 1st., 2010, is made between the School District of Pharr-San Juan-Alamo, hereinafter referred to as "SCHOOL DISTRICT," and Hidalgo County, hereinafter referred to as "COUNTY," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, on or about April 11th, 2006, COUNTY entered into an Interlocal Cooperation Agreement "(Interlocal") with SCHOOL DISTRICT for the consolidation of the assessment and collection of property taxes; and

WHEREAS, COUNTY and SCHOOL DISTRICT now desire to amend the Interlocal as hereinafter provided.

NOW, THEREFORE, for and in consideration of TEN and NO/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COUNTY and SCHOOL DISTRICT hereby agree to the following amendments to the Interlocal:

1. Section VI of the Interlocal is amended to read as follows:

"1. SCHOOL DISTRICT hereby agrees to pay and COUNTY agrees to accept a fee of $ 147,000.00 of all current and delinquent base taxes collected from June 1 through May 31.. For subsequent years, after reviewing actual collection costs, COUNTY will submit to SCHOOL DISTRICT, prior to May 1, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. SCHOOL DISTRICT will have until June 1 to accept the recommended fee.

2. COUNTY will be paid by deducting the fee at the rate of $ 12,250.00 from Monthly collections and will submit Monthly Collections Reports."

2. Except as modified herein, all terms and conditions of the Interlocal, as amended, remain in full force and effect.

WITNESS THE HANDS OF THE PARTIES effective as of the date and year first written above.

SCHOOL DISTRCT OF PSJA

BY: _____
Ramona Barron , President,
Board of Trustees

ATTEST:

_____
Humberto "Bobby" Rodriguez , Secretary,
Board of Trustees

HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

STATE OF TEXAS

COUNTY OF HIDALGO

AMENDMENT TO
INTER-LOCAL COOPERATION AGREEMENT
FOR TAX ASSESSMENT AND COLLECTION

This AMENDMENT TO INTER-LOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION ("Amendment"), dated **September 1st.**, 2010, is made between the School District of Sharyland, hereinafter referred to as "SCHOOL DISTRICT," and Hidalgo County, hereinafter referred to as "COUNTY," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, on or about July 16, 1996, COUNTY entered into an Interlocal Cooperation Agreement "(Interlocal") with SCHOOL DISTRICT for the consolidation of the assessment and collection of property taxes; and

WHEREAS, COUNTY and SCHOOL DISTRICT now desire to amend the Interlocal as hereinafter provided.

NOW, THEREFORE, for and in consideration of TEN and NO/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COUNTY and SCHOOL DISTRICT hereby agree to the following amendments to the Interlocal:

1. Section VI of the Interlocal is amended to read as follows:

"1. SCHOOL DISTRICT hereby agrees to pay and COUNTY agrees to accept a fee of $ 39,896.00 of all current and delinquent base taxes collected from September 1 through August 31. For subsequent years, after reviewing actual collection costs, COUNTY will submit to SCHOOL DISTRICT, prior to May 1, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. SCHOOL DISTRICT will have until June 1 to accept the recommended fee.

2. COUNTY will be paid by deducting the fee at the rate of $ 3,324.67 from Monthly collections and will submit Monthly Collections Reports."

2. Except as modified herein, all terms and conditions of the Interlocal, as amended, remain in full force and effect.

WITNESS THE HANDS OF THE PARTIES effective as of the date and year first written above.

SCHOOL DISTRCT OF SHARYLAND

BY: _____
Guillermo Reyna, President,
Board of Trustees

ATTEST:

_____
Ricky Longoria, Secretary,
Board of Trustees

HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

STATE OF TEXAS

COUNTY OF HIDALGO

AMENDMENT TO
INTER-LOCAL COOPERATION AGREEMENT
FOR TAX ASSESSMENT AND COLLECTION

This AMENDMENT TO INTER-LOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION ("Amendment"), dated _June 1st._____, 2010, is made between the School District of Valley View, hereinafter referred to as "SCHOOL DISTRICT," and Hidalgo County, hereinafter referred to as "COUNTY," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, on or about May 10th, 2005, COUNTY entered into an Interlocal Cooperation Agreement "(Interlocal") with SCHOOL DISTRICT for the consolidation of the assessment and collection of property taxes; and

WHEREAS, COUNTY and SCHOOL DISTRICT now desire to amend the Interlocal as hereinafter provided.

NOW, THEREFORE, for and in consideration of TEN and NO/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COUNTY and SCHOOL DISTRICT hereby agree to the following amendments to the Interlocal:

1. Section VI of the Interlocal is amended to read as follows:

"1. SCHOOL DISTRICT hereby agrees to pay and COUNTY agrees to accept a fee of $ 23,100.00 of all current and delinquent base taxes collected from June 1 through May 31. For subsequent years, after reviewing actual collection costs, COUNTY will submit to SCHOOL DISTRICT, prior to May 1, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. SCHOOL DISTRICT will have until June 1 to accept the recommended fee.

2. COUNTY will be paid by deducting the fee at the rate of $ 1,925.00 from Monthly collections and will submit Monthly Collections Reports."

2. Except as modified herein, all terms and conditions of the Interlocal, as amended, remain in full force and effect.

WITNESS THE HANDS OF THE PARTIES effective as of the date and year first written above.

SCHOOL DISTRCT OF VALLEY VIEW

BY: _____

Juan A. Pimental , President,
Board of Trustees

ATTEST:

_____

Norma Ortega , Secretary,
Board of Trustees

HIDALGO COUNTY

BY: _____

Ramon Garcia, County Judge

ATTEST:

_____

Arturo Guajardo Jr., County Clerk

STATE OF TEXAS

COUNTY OF HIDALGO

AMENDMENT TO
INTER-LOCAL COOPERATION AGREEMENT
FOR TAX ASSESSMENT AND COLLECTION

This AMENDMENT TO INTER-LOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION ("Amendment"), dated September 1st., 2010, is made between the School District of Weslaco, hereinafter referred to as "SCHOOL DISTRICT," and Hidalgo County, hereinafter referred to as "COUNTY," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, on or about September 5, 1995, COUNTY entered into an Interlocal Cooperation Agreement "(Interlocal") with SCHOOL DISTRICT for the consolidation of the assessment and collection of property taxes; and

WHEREAS, COUNTY and SCHOOL DISTRICT now desire to amend the Interlocal as hereinafter provided.

NOW, THEREFORE, for and in consideration of TEN and NO/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COUNTY and SCHOOL DISTRICT hereby agree to the following amendments to the Interlocal:

1. Section VI of the Interlocal is amended to read as follows:

"1. SCHOOL DISTRICT hereby agrees to pay and COUNTY agrees to accept a fee of $ 86,230.00 of all current and delinquent base taxes collected from September 1 through August 31. For subsequent years, after reviewing actual collection costs, COUNTY will submit to SCHOOL DISTRICT, prior to May 1, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. SCHOOL DISTRICT will have until June 1 to accept the recommended fee.

2. COUNTY will be paid by deducting the fee at the rate of $ 7,185.84 from Monthly collections and will submit Monthly Collections Reports."

2. Except as modified herein, all terms and conditions of the Interlocal, as amended, remain in full force and effect.

WITNESS THE HANDS OF THE PARTIES effective as of the date and year first written above.

SCHOOL DISTRICT OF WESLACO

BY: _____

Robert Sepulveda , President,
Board of Trustees

ATTEST:

_____

Orlando Rodriguez , Secretary,
Board of Trustees

HIDALGO COUNTY

BY: _____

Ramon Garcia, County Judge

ATTEST:

_____

Arturo Guajardo Jr., County Clerk

STATE OF TEXAS

COUNTY OF HIDALGO

AMENDMENT TO
INTER-LOCAL COOPERATION AGREEMENT
FOR TAX ASSESSMENT AND COLLECTION

This AMENDMENT TO INTER-LOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION ("Amendment"), dated **September 1st.**, 2010, is made between the School District of South Texas College, hereinafter referred to as "SCHOOL DISTRICT," and Hidalgo County, hereinafter referred to as "COUNTY," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, on or about March 11, 1996, COUNTY entered into an Interlocal Cooperation Agreement "(Interlocal") with SCHOOL DISTRICT for the consolidation of the assessment and collection of property taxes; and

WHEREAS, COUNTY and SCHOOL DISTRICT now desire to amend the Interlocal as hereinafter provided.

NOW, THEREFORE, for and in consideration of TEN and NO/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COUNTY and SCHOOL DISTRICT hereby agree to the following amendments to the Interlocal:

1. Section VI of the Interlocal is amended to read as follows:

"1. SCHOOL DISTRICT hereby agrees to pay and COUNTY agrees to accept a fee of $ 93,626.00 of all current and delinquent base taxes collected from September 1 through August 31. For subsequent years, after reviewing actual collection costs, COUNTY will submit to SCHOOL DISTRICT, prior to May 1, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. SCHOOL DISTRICT will have until June 1 to accept the recommended fee.

2. COUNTY will be paid by deducting the fee at the rate of $ 7,802.17 from Monthly collections and will submit Monthly Collections Reports."

2. Except as modified herein, all terms and conditions of the Interlocal, as amended, remain in full force and effect.

WITNESS THE HANDS OF THE PARTIES effective as of the date and year first written above.

SCHOOL DISTRCT OF SOUTH TEXAS COLLEGE

BY: _____
Gary Gurwitz , Chair,
Board of Trustees

ATTEST:

_____
Oscar Longoria , Secretary,
STC Board of Trustees

HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

STATE OF TEXAS

COUNTY OF HIDALGO

AMENDMENT TO
INTER-LOCAL COOPERATION AGREEMENT
FOR TAX ASSESSMENT AND COLLECTION

This AMENDMENT TO INTER-LOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION ("Amendment"), dated September 1st., 2010, is made between the South Texas Independent School District, hereinafter referred to as "SCHOOL DISTRICT," and Hidalgo County, hereinafter referred to as "COUNTY," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, on or about December 11th, 2007, COUNTY entered into an Interlocal Cooperation Agreement "(Interlocal") with SCHOOL DISTRICT for the consolidation of the assessment and collection of property taxes; and

WHEREAS, COUNTY and SCHOOL DISTRICT now desire to amend the Interlocal as hereinafter provided.

NOW, THEREFORE, for and in consideration of TEN and NO/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COUNTY and SCHOOL DISTRICT hereby agree to the following amendments to the Interlocal:

1. Section VI of the Interlocal is amended to read as follows:

"1. SCHOOL DISTRICT hereby agrees to pay and COUNTY agrees to accept a fee of $ 105,000.00 of all current and delinquent base taxes collected from September 1 through August 31. For subsequent years, after reviewing actual collection costs, COUNTY will submit to SCHOOL DISTRICT, prior to May 1, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. SCHOOL DISTRICT will have until June 1 to accept the recommended fee.

2. COUNTY will be paid by deducting the fee at the rate of $ 8,750.00 from Monthly collections and will submit Monthly Collections Reports."

2. Except as modified herein, all terms and conditions of the Interlocal, as amended, remain in full force and effect.

WITNESS THE HANDS OF THE PARTIES effective as of the date and year first written above.

SOUTH TEXAS I S D

BY: Homero Garcia
Homero Garcia, President,
Board of Trustees

ATTEST:

Hector Gonzales, Secretary,
Board of Trustees

HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

AI-24813 **12.B.**

Acceptance of donation - Equipment Transfer

CC REGULAR

Date:	02/01/2011
Submitted By:	Josie Escalante, HEALTH & HUMAN SERVICES DEPT.
Submitted For:	Eddie Olivarez
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

Requesting authorization to accept the equipment donation from Texas Association of Local Health Officials to the Health & Human Services for a Polycom V500 Serial No. 820817086F30B0 to be used for video conferencing.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Donation - No Budgetary Impact

Attachments

Link: Talho Equipment

Link: fmv inf

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/18/2011 04:54 PM	APRV
2	Manuel Chapa	Manuel Chapa	01/27/2011 02:00 PM	APRV
3	Auditor's Office		01/28/2011 05:37 PM	NEW
Form Started By: Josie Escalante			Started On: 01/12/2011 05:09 PM	
Final Approval Date: 01/28/2011				

Texas Association of Local Health Officials

EQUIPMENT TRANSFER

From: TALHO

To: HIDALGO CO.

The TALHO Office submitting this form shall:

a) Retain the original with the appropriate signatures.
b) Distribute file copy to the RECEIVING PARTY

Equipment Transferred:	Serial No.	From	To
POLYCOM V500	820817086F30B0		

RECEIVING PARTY:

Signature Date Printed or typed name and title

TALHO EXECUTIVE DIRECTOR:

Signature Date Printed or typed name and title

Statement of Responsibility:

The Texas Association of Local Health Officials (TALHO) hereby transfers the ownership of the property listed above to the receiving party for the purpose of meeting Texas Health Alert Network goals of providing wireless connectivity to member local health departments to the Internet for:

- Access to web-based information resources for bioterrorism consequence management
- Access to web-based email as this function becomes available on the TexasHAN for the receipt and delivery of email based health alerts

The receiving entity will place the equipment on their local health department inventory in accordance with their current local inventory policy.

This equipment is NOT covered under the existing Avnet Help Desk Service Agreement. The TALHO staff will provide limited assistance. No warranties are provided by TALHO. By signing above, the receiving party agrees to these terms.

Google products polycom v500 price Search Products

Polycom V500 Video conferencing device from Polycom in Video Conferencing

Overview - Online stores - Technical specifications - Similar items



$1,339 online

max rate: 512 Kbps, AC 120/230 V

For the first time simple, affordable, video calling is now available with unparalleled audio and video quality. As easy to use as your television, the Polycom V500 brings the benefit of video conferencing to everyone. Together with its superior audio and video performance, the Polycom V500 is affordable and supports industry standards so you can call anyone, anywhere. The Polycom V500 is light, portable and easy to install and configure for your office.

Add to Shopping List

Buying options

TigerDirect.com Rated	**$1,513.99**
Provantage Rated	**$1,339.15** Lowest price
PCNation Rated	**$1,368.02**

More: Online (28)

Details

View all details »

Similar items



Sony PCS 1 Video conferencing kit
$4,120 new



Polycom VSX 5000 Video conferencing device
$2,700 new



Polycom V700 Video conferencing device
1 review
$2,313 new



Polycom QDX 6000 Video conferencing kit
$2,763 new



Sony PCS TL50 Video conferencing kit
$4,019 new

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AI-25033 **12.C.**

Health & Human Services Dept. - Grant Applications

CC REGULAR

Date:	02/01/2011
Submitted By:	Mike Escaname, HEALTH & HUMAN SERVICES DEPT.
Submitted For:	Mike Escaname
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

Requesting authorization to apply for the following two grants:
1. FY 11 Community Obesity Prevention Project from the Texas Department of State Health Services
2. FY 11 Evidence-Based Cancer Prevention Services from the Cancer Prevention & Research Institute of Texas

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** N/A

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

BUDGETARY IMPACT:

Neither grant requires local matching funds.
Approval to apply

Attachments

Link: RFP a

Link: RFP b

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	01/27/2011 07:36 AM	APRV
2	Manuel Chapa	Manuel Chapa	01/27/2011 02:09 PM	APRV
3	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Mike Escaname — Started On: 01/26/2011 03:41 PM

Final Approval Date: 01/28/2011



FY 2011 Competitive Request for Proposals (RFP) for HPCDP/OBES Community Obesity Prevention Projects

Nutrition, Physical Activity and Obesity Prevention Program

http://www.dshs.state.tx.us/obesity/default.shtm

RFP #: HPCDP/OBES-0445.1
Issued: ***January 6, 2011***
Due: ***March 4, 2011***

Class/Item: 948/73

Client Services Contracting Unit (CSCU)

David L. Lakey, M.D. Commissioner



CANCER PREVENTION & RESEARCH INSTITUTE OF TEXAS

REQUEST FOR APPLICATIONS

RFA P-11-EBP-2

Evidence-Based Cancer Prevention Services

2010-2011

Fiscal Year Award Period
September 1, 2010 – August 31, 2011

AI-24980 **13.A.**

Submittal of 2010 Chapter 59 Asset Forfeiture Audit Report
CC REGULAR

Date: 02/01/2011
Submitted By: Yolanda Orozco, FIRE MARSHAL'S DEPT.
Submitted For: Juan Martinez
Department: FIRE MARSHAL'S DEPT.
Agenda Category: Fire Marshal's Office **Sub-category:** Budget & Management

Information

CAPTION

Requesting approval and authorization to submit 2010 Chapter 59 Asset Forfeiture Audit Report as requested by the Attorney General of Texas.

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

No Fiscal Impact. Report Only.

Attachments

Link: Forfeiture Rpt.Chp 59.FY2010

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/25/2011 08:03 AM	APRV
2	Roland Garcia	Rolando Garcia	01/28/2011 10:35 AM	APRV
3	Auditor's Office		01/28/2011 05:37 PM	NEW
Form Started By: Yolanda Orozco			Started On: 01/24/2011 01:21 PM	
Final Approval Date: 01/28/2011				

FY 2010
CHAPTER 59 ASSET FORFEITURE REPORT
BY LAW ENFORCEMENT AGENCY

Agency Name:	Hidalgo County Fire Marshal's Office	Reporting Period: (local fiscal year)	Jan 1, 2010 tO Dec 31, 2010
Agency Mailing Address:	1615 S. Closner, Suite H	example: ›	01/01/10 to 12/31/10, 09/01/09 to 08/31/10 etc.
	Edinburg, TX 78539		
Phone Number:	(956) 318-2656		
County:	Hidalgo		
Email Address:	wesley.bradley@co.hidalgo.tx.us	This should be a permanent agency email address	

NOTE: PLEASE ROUND ALL DOLLAR FIGURES TO NEAREST WHOLE DOLLAR.

I. SEIZED FUNDS

A) Beginning Balance.....
Instructions: Include total amount of seized funds on hand (in your agency's possession) at beginning of reporting period. Include funds that may have been forfeited but have not been transferred to your agency's forfeiture account. Do not include funds that are in an account held by another agency, e.g., the District Attorney's account. $ 0

B) Seizures During Reporting Period:
Instructions: Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by your agency.

1) Amount seized and retained in your agency's custody..... $ 0

2) Amount seized and transferred to the District Attorney pending forfeiture..... $ 0

C) Amount Returned to Defendants/Respondents (If seized funds are returned to Defendants/Respondents please complete Schedule A for each case in which this applies. Make copies of the schedule and add additional sheets as necessary)..... $ 0

D) Ending Balance .....
Instructions: Add lines A and B(1), subtract line C, put total in line D. $ 0

II. FORFEITED FUNDS

A) Beginning Balance.....
Instructions: Include total amount of forfeited funds that have been forfeited to your agency and are on hand (in your agency's account or in your agency's possession) at beginning of the reporting period including interest. Do not include funds that have been forfeited but not yet received by your agency. $ 0

B) Amount Forfeited to and Received by Reporting Agency (Including Interest) During Reporting Period .....
Instructions: Do not include amounts forfeited but not yet received by your agency; interest refers to the amount earned prior to forfeiture and distributed as part of the judgment of forfeiture. $ 0

C) Interest Earned on Forfeited Funds During Reporting Period .....
Instructions: Enter amount of interest earned on funds in your agency's forfeiture account during the reporting period. Do not include interest earned if funds are on deposit in an account that does not belong to your agency, e.g. the District Attorney's account. $ 0

D) Proceeds Received by Your Agency From Sale of Forfeited Property.....
Instructions: Include amounts received for all property sold during the reporting period, even if the subject property was forfeited in a prior reporting period. If property is returned to Defendants/Respondents please complete Schedule A for each case in which this applies. Make copies of the schedule and add additional sheets as necessary. $ 0

E) Total Expenditures of Forfeited Funds During Reporting Period .....
Instructions: From Total on Section VI. $ 0

F) Ending Balance.....
Instructions: Add lines A through D, subtract line E, place total in line F. $ 0

III. OTHER PROPERTY

Instructions: List the number of items seized for the following categories. Include only those seizures where a seizure is made by a peace officer employed by your agency. If property is sold, list under "Proceeds Received by Your Agency From Sale of Forfeited Property" in Section II (D) in the reporting year in which the proceeds are received. If property is returned to Defendants/Respondents please complete Schedule A for each case in which this applies. Make copies of the schedule and add additional sheets as necessary.

Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use.	SEIZED	FORFEITED TO AGENCY	RETURNED TO DEFENDANTS / RESPONDENTS	PUT INTO USE BY AGENCY
1) MOTOR VEHICLES (Include cars, motorcycles, tractor trailers, etc.)				
2) REAL PROPERTY (Count each parcel seized as one item)				
3) COMPUTERS (Include computer and attached system components, such as printers and monitors, as one item)				
4) FIREARMS (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18.)				
5) Other Property - Description: _____				
Other Property -Description: _____				
Other Property -Description: _____				

IV. FORFEITED PROPERTY RECEIVED FROM ANOTHER AGENCY

Instructions: Enter the total number of items transferred to your agency where the forfeiture judgment awarded ownership of the property to another agency prior to the transfer.

A)	Motor Vehicles (the number of vehicles, not a currency amount)	0
B)	Real Property (the number of separate parcels of property, not a currency amount)	0
C)	Computers (the number of computers, not a currency amount)	0
D)	Firearms (the number of firearms, not a currency amount)	0
E)	Other (the number of items, not a currency amount)	0

V. FORFEITED PROPERTY TRANSFERRED TO ANOTHER AGENCY

Instructions: Enter the total number of items transferred from your agency where the forfeiture judgment awarded ownership of the property to your agency prior to the transfer.

A)	Motor Vehicles (the number of vehicles, not a currency amount)	0
B)	Real Property (the number of separate parcels of property, not a currency amount)	0
C)	Computers (the number of computers, not a currency amount)	0
D)	Firearms (the number of firearms, not a currency amount)	0
E)	Other (the number of items, not a currency amount)	0

VI. EXPENDITURES

Instructions: This category is for **Chapter 59 expenditures SOLELY for law enforcement purposes** - not for expenditures made pursuant to your general budget. List the total amount expended for each of the following categories. If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the Other category.

A)		Total Salaries Paid out of Chapter 59 Funds	$ 0
	1.	Increase of Salary, Expense, or Allowance for Employees (Salary Supplements)	$ 0
	2.	Salary Budgeted Solely From Forfeited Funds	$ 0
	3.	Number of employees Paid Using Forfeiture Funds	0
B)		Total Overtime Paid out of Chapter 59 Funds	$ 0
	1.	For employees Budgeted by Governing Body	$ 0
	2.	For Employees Budgeted Solely out of Forfeiture Funds	$ 0
	3.	Number of employees Paid Using Forfeiture Funds	0
C)		Total Equipment Paid for with Chapter 59 Funds	$ 0
	1.	Vehicles	$ 0
	2.	Computers	$ 0
	3.	Firearms, Vests, Personal Equipment	$ 0

	4.	Furniture	$ 0
	5.	Software	$ 0
	6.	Maintenance Costs	$ 0
	7.	Uniforms	$ 0
	8.	K9 Related Costs	$ 0
	9.	Other (Provide Detail on Additional Sheet)	$ 0
D)		Total Supplies Paid Out of Chapter 59 Funds	$ 0
	1.	Office Supplies	$ 0
	2.	Cellular Air Time	$ 0
	3.	Internet	$ 0
	4.	Other (Provide Detail on Additional Sheet)	$ 0
E)		Total Travel Paid Out of Chapter 59 Funds	$ 0
	1.	In State Travel	
		a) Hotel	$ 0
		b) Air Fare	$ 0
		c) Meals (including per diem)	$ 0
		d) Car Rental	$ 0
	2.	Out of State Travel	
		a) Hotel	$ 0
		b) Air Fare	$ 0
		c) Meals (including per diem)	$ 0
		d) Car Rental	$ 0
	3.	Fuel	$ 0
	4.	Parking	$ 0
	5.	Other (Provide Detail on Additional Sheet)	$ 0
F)		Total Training Paid Out of Chapter 59 Funds	$ 0
	1.	Fees (Conferences, Seminars)	$ 0
	2.	Materials (Books, CDs, Videos, etc.)	$ 0
	3.	Other (Provide Detail on Additional Sheet)	$ 0
G)		Total Investigative Costs Paid Out of Chapter 59 Funds	$ 0
	1.	Informant Costs	$ 0
	2.	Buy Money	$ 0
	3.	Lab Expenses	$ 0
	4.	Other (Provide Detail on Additional Sheet)	$ 0

H)		Total Prevention / Treatment Programs/Financial Assistance (pursuant to Articles 59.06 (h), (I), (j), (n))	$ 0
I)		Total Facility Costs Paid Out of Chapter 59 Funds	$ 0
	1.	Building Purchase	$ 0
	2.	Lease Payments	$ 0
	3.	Remodeling	$ 0
	4.	Maintenance Costs	$ 0
	5.	Utilities	$ 0
	6.	Other (Provide Detail on Additional Sheet)	$ 0
J)		Total Miscellaneous Fees Paid Out of Chapter 59 Funds	$ 0
	1.	Court Costs	$ 0
	2.	Filing Fees	$ 0
	3.	Insurance	$ 0
	4.	Witness Fees	$ 0
	5.	Audit Costs and Fees	$ 0
	6.	Other (Provide Detail on Additional Sheet)	$ 0
K)		Total Other Paid Out of Chapter 59 Funds (provide detailed descriptions on additional sheet(s) and attach to this report)	$ 0
L)		TOTAL EXPENDITURES	$ 0

NOTE: BOTH CERTIFICATIONS NEED TO BE COMPLETED, unless your agency is not governed by a Commissioner's Court or City Council. Then only the Agency Head Certification needs to be completed.

CERTIFICATION

COUNTY JUDGE or MAYOR (Printed Name): Hon. Ramon Garcia, County Judge

SIGNATURE: _____

DATE: _____

I swear or affirm that the Commissioners Court or City Council has conducted the audit required by Article 59.06 of the Code of Criminal Procedure and that upon diligent inspection of all relevant documents and supporting materials, I believe that this asset forfeiture report is true and correct and contains all of the required information.

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20_____.

_____

Notary Public in and for the State of Texas

CERTIFICATION

AGENCY HEAD (Printed Name): _____

SIGNATURE: _____

DATE: _____

I swear or affirm, under penalty of perjury, that I have accounted for the seizure, forfeiture, receipt, and specific expenditure of all proceeds and property subject to Chapter 59 of the Code of Criminal Procedure, and that upon diligent inspection of all relevant documents and supporting materials, this asset forfeiture report is true and correct and contains all information required by Article 59.06 of the Code of Criminal Procedure. I further swear or affirm that all expenditures reported herein were lawful and proper, and made in accordance with Texas law.

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20_____.

_____
Notary Public in and for the State of Texas

RETURN COMPLETED FORM TO:

Office of the Attorney General
Criminal Prosecutions Division
P.O. Box 12548
Austin, TX 78711-2548
Attn: Kent Richardson
(512)936-1348
FAX (512)494-8283
E-mail: kent.richardson@oag.state.tx.us

AI-24989 **14.A.**

COMMUNITY SERVICE AGENCY

CC REGULAR

Date:	02/01/2011
Submitted By:	Maribel Navarro, COMMUNITY SERVICE AGENCY
Submitted For:	Maribel Navarro
Department:	COMMUNITY SERVICE AGENCY

Agenda Category: Community Service Agency **Sub-category:** Community Service Agency

Information

CAPTION

1. Request for approval of FY 2011 CSBG (Community Service Block Grant) Contract No. 61110001131
2. Request for approval of FY 2011 CEAP (Comprehensive Energy Assistance Program) Contract No. 58110001083
3. Request for approval of First Choice Power Agreement for Assistance Program
4. Request for electronic authorization for acceptance and submittals between CSA and funding sources.

BACKGROUND

1. FY 2011 CSBG (Community Service Block Grant) estimated allocation is $1,696,598 the first quarter $363,704.69 is now available. CSBG is CSA's main operating source and supports all other grants that does not provide admin dollars.
2. FY 2011 CEAP (Comprehensive Energy Assistance Program) allocation is $2,208,930 only 7% of expended funds is available for admin all other funds are direct service dollars.
3. First Choice Power agreement will provide $10,000 for bill payment assistance program to operate in conjunction with CSA's energy programs.
4. Requesting authorization to accept and submit electronic reports and data as required per contract obligations between CSA and funding sources.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:**

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

BUDGETARY IMPACT:

CSA funds will be used for contracts.

Attachments

Link: CSBG

Link: CEAP

Link: First Choice Power

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/25/2011 03:23 PM	APRV
2	Erika Zamora	Erika Zamora	01/28/2011 04:41 PM	APRV
3	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Maribel Navarro Started On: 01/25/2011 11:21 AM

Final Approval Date: 01/28/2011

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NO. **61110001131** FOR THE
FY 2011 COMMUNITY SERVICES BLOCK GRANT PROGRAM
CFDA#93.569

SECTION 1. PARTIES TO THE CONTRACT

This contract is made by and between the Texas Department of Housing and Community Affairs, an agency of the State of Texas, (herein the "Department") and **Hidalgo County Community Services Agency** (herein the "Subrecipient").

SECTION 2. CONTRACT PERIOD

This contract shall commence on **January 01, 2011**, and, unless earlier terminated, shall end on **December 31, 2011** (herein the "Contract Period").

SECTION 3. SUBRECIPIENT PERFORMANCE

A. Pursuant to the Community Services Block Grant Act, 42 U.S.C. §9901 et seq. (herein the "CSBG Act"), Subrecipient shall operate, on an equitable basis throughout Subrecipient's service area, a program to ameliorate the causes of poverty. Subrecipient shall provide services and activities of the type specified in 42 U.S.C. §9907(b). Subrecipient's service area consists of the following counties:

HIDALGO

SECTION 4. DEPARTMENT OBLIGATIONS

A. In consideration of Subrecipient's full and satisfactory performance of this contract, Department shall reimburse the actual allowable costs incurred by Subrecipient in an amount up to: **$363,704.69**

B. Department's obligations under this contract are contingent upon the actual receipt of adequate CSBG funds from the U.S. Department of Health and Human Services (hereinafter "HHS"). If sufficient funds are not available to make payments under this contract, Department shall notify Subrecipient in writing within a reasonable time after such fact is determined. Department shall then terminate this contract and will not be liable for the failure to make any payment to Subrecipient under this contract.

C. Subrecipient shall refund to Department any sum of money which has been paid to Subrecipient by Department, which Department determines has resulted in an overpayment, or which Department determines has not been spent strictly in accordance with the terms of this contract. Subrecipient shall make such refund within fifteen (15) days after the Department's request.

SECTION 5. METHOD OF PAYMENT/CASH BALANCES

A. Subrecipients may request an advance for 30 days cash needs. In order to request an advance payment, subrecipient must submit to Department a properly completed Expenditure Report that includes a request for advance funds (Projected Expenses).

B. Subrecipient's request for advance payment shall be limited to the minimum amount needed for the effective performance of this contract, and shall be timed as closely as possible with Subrecipient's actual immediate cash requirements. Subrecipient shall establish procedures to minimize the time elapsing between the transfer of funds from Department to Subrecipient and the disbursal of such funds by Subrecipient.

C. Department may use a cost reimbursement method of payment if (1) Department determines that Subrecipient has maintained cash balances in excess of need, (2) Department identifies any deficiency in the cash controls or financial management system used by Subrecipient, or (3) Subrecipient fails to comply with the reporting requirements of Section 11.

D. All funds paid to Subrecipient pursuant to this contract are paid in trust for the exclusive benefit of the low-income population of Subrecipient's service area and for the payment of allowable expenditures.

E. Excess Payments

Subrecipient shall refund, within fifteen (15) days after Department's request, any sum of money paid to Subrecipient by Department which Department determines (1) has resulted in an overpayment to Subrecipient or (2) has not been spent strictly in accordance with the terms of this contract. Department may offset or withhold any amounts otherwise owed to Subrecipient under this contract against any amount owed by Subrecipient to Department arising under this contract.

SECTION 6. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

Except as expressly modified by law or the terms of this contract, Subrecipient shall comply with the cost principles and uniform administrative requirements set forth in the Uniform Grant Management Standards, 1 T.A.C. §5.141 et seq. (herein "Uniform Grant Management Standards"). All references therein to "local government" shall be construed to mean Subrecipient.

A. Except as expressly modified by law or the terms of this contract, Subrecipient shall comply with the uniform cost principles for local governments set forth in OMB Circular A-87, and for non-profit organizations in OMB circular A-122; Uniform administrative requirements for local governments set forth in OMB Circular A-102, and for non-profits in OMB Circular A-110. OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," sets forth audit standards for governmental organizations and other organizations expending Federal funds. The expenditure threshold requiring an audit under circular A-133 is $500,000 of Federal or $500,000 of State funds.

B. Use of Alcoholic Beverages. None of the funds provided under this contract shall be used for the payment of salaries to any employee who uses alcoholic beverages while on active duty. No funds provided under this contract for travel expenses shall be used for the purchase of alcoholic beverages.

C. Notwithstanding any other provision of this contract, Department shall only be liable to Subrecipient for costs incurred or performances rendered for activities specified in 24 C.F.R. §576.21(a).

D. Department shall not be liable to Subrecipient for certain costs, including but not limited to costs which:

(1) have been reimbursed to Subrecipient or are subject to reimbursement to Subrecipient by any source other than Department;

(2) are not allowable costs, as set forth in the Act and Section 6(A) of this contract;

(3) are not strictly in accordance with the terms of this contract, including the exhibits;

(4) have not been reported to Department within sixty (60) days following termination of this contract;

(5) are not incurred during the Contract Period.

SECTION 7. TERMINATION AND SUSPENSION

A. Department may terminate this contract, in whole or in part, at any time Department determines that there is cause for termination. Cause for termination includes, but is not limited to, Subrecipient's failure to comply with any term of this contract. If the Department determines that an eligible entity has failed to comply with the terms of the contract or the State plan, or to provide services that meet appropriate standards, goals, or other requirements established by the Department, the Department will notify eligible entity of the deficiencies to be corrected and require the deficiencies be corrected and adhere to the provisions in 42 USC 9915.

B. Nothing in this Section shall be construed to limit Department's authority to withhold payment and immediately suspend this contract if Department identifies possible instances of fraud, abuse, waste, fiscal mismanagement, or other deficiencies in Subrecipient's performance. Suspension shall be a temporary measure pending either corrective action by Subrecipient or a decision by Department to terminate this contract pursuant to provisions in 42 USC 9915.

C. Notwithstanding any exercise by Department of its right of termination or suspension, Subrecipient shall not be relieved of any liability to Department for damages by virtue of any breach of this contract by Subrecipient. Department may withhold any payment due to Subrecipient until such time as the amount of damages due to Department is agreed upon or is otherwise determined, as provided for in 42 USC 9915.

D. Department shall not be liable for any costs incurred by Subrecipient after termination of this contract.

SECTION 8. CHANGES AND AMENDMENTS

A. Any change in the terms of this contract required by a change in state or federal law or regulation is automatically incorporated herein effective on the date designated by such law or regulations.

B. Except as otherwise specifically provided herein, any change in the terms of this contract shall be made by an amendment in writing and signed by both parties to this contract.

SECTION 9. TECHNICAL ASSISTANCE AND MONITORING

Department or its designee may conduct periodic on-site monitoring and evaluation of the efficiency, economy, and efficacy of Subrecipient's performance of this contract. Department will advise Subrecipient in writing of any deficiencies noted during such monitoring. Department will provide technical assistance to Subrecipient and will require or suggest changes in Subrecipient's program implementation or in Subrecipient's accounting, personnel, procurement, and management procedures in order to correct any deficiencies noted. Department will conduct follow-up visits to review and assess the efforts Subrecipient has made to correct previously noted deficiencies. Department may place Subrecipient on a cost reimbursement method of payment, terminate this contract, or invoke other remedies in the event monitoring or other reliable sources reveal material deficiencies in Subrecipient's performance or if Subrecipient fails to correct any deficiency within the time allowed by federal law.

SECTION 10. RETENTION AND ACCESSIBILITY OF RECORDS

A. Subrecipient shall maintain fiscal records and supporting documentation for all expenditures made under this contract in accordance with the Uniform Grant Management Standards, Common Rule, §_.42.

B. All information collected, assembled, or maintained by Subrecipient shall be made available to the public during normal business hours in compliance with the Texas Public Information Act, Texas Government Code, Chapter 552.

C. Subrecipient shall give the U.S. Department of Health and Human Services, the U.S. General Accounting Office, the Texas Comptroller, the State Auditor's Office, and Department, or any of their duly authorized representatives, access to and the right to examine and copy, on or off the premises of Subrecipient, all records pertaining to this contract. Such right to access shall continue as long as the records are retained by Subrecipient. Subrecipient agrees to maintain such records for **three (3)** years in an accessible location and to cooperate with any examination conducted pursuant to this subsection. Subrecipient shall include the substance of this subsection in all subcontracts. Upon termination of this contract, all records are property of the Department.

SECTION 11. REPORTING REQUIREMENTS

A. Subrecipient shall submit to Department such reports on the performance of this contract as may be required by Department including, but not limited to, the reports specified in this Section.

B. Subrecipient shall electronically submit a Performance Report and Expenditure Report to the Department on or before the fifteenth (15th) day of each month following the reported month in the Contract Period, regardless of whether Subrecipient makes a fund request.

C. Subrecipient shall submit a final Performance Report and a final Expenditure Report to the Department after the end of the Contract Period. Subrecipient must file a final Performance and Expenditure report prior to accessing funds in the subsequent fiscal year. The failure of Subrecipient to provide a full accounting of all funds expended under this contract shall impact the ability of Subrecipient to request reimbursements and shall be identified as findings in monitoring reviews.

D. Subrecipient shall annually submit to Department, no later than the last day of February, a cumulative inventory of all equipment acquired, in whole or in part, with funds received under this or previous CSBG contracts.

E. If Subrecipient fails to submit within 45 days of its due date, any report or response required by this contract, including responses to monitoring reports, Department may, in its sole discretion, suspend payments, place Subrecipient on cost reimbursement method of payment, and initiate proceedings to terminate the contract. If Subrecipient receives CSBG funds from Department over two or more contract periods, termination proceedings may be initiated on this contract for Subrecipient's failure to submit a report, including an audit report, past due from a prior contract.

SECTION 12. PROCUREMENT STANDARDS

A. Subrecipient may not use funds provided under this contract to purchase personal property, equipment, goods, or services with a unit acquisition cost (the net invoice unit price of an item of equipment) of more than $5,000 unless Subrecipient has received the prior written approval of Department for such purchase.

B. When the subrecipient no longer needs the equipment or upon the termination of this contract, Department may transfer title to any such property or equipment to the Department or to a third party.

SECTION 13. INDEPENDENT CONTRACTOR

Subrecipient is an independent contractor. Subrecipient agrees to hold Department harmless and, to the extent allowed by law, indemnify it against any disallowed costs or other claims which may be asserted by any third party in connection with Subrecipient's performance of this contract.

SECTION 14. SUBCONTRACTS

A. Subrecipient may not subcontract the primary performance of this contract and only may enter into contractual agreements for consulting and other professional services, if Subrecipient has received Department's prior written approval. Subrecipient may subcontract for the delivery of client assistance without obtaining Department's prior approval. Any subcontract for the delivery of client assistance will be subject to monitoring by the Department as per Section 9.

B. In no event shall any provision of this Section 14, specifically the requirement that Subrecipient obtain Department's prior written approval of a subcontractor, be construed as relieving Subrecipient of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this contract, as if such performances rendered were rendered by Subrecipient. Department's approval under Section 14 does not constitute adoption, ratification, or acceptance of Subrecipient's or subcontractor's performance hereunder. Department maintains the right to insist upon Subrecipient's full compliance with the terms of this contract, and by the act of approval under Section 14, Department does not waive any right of action which may exist or which may subsequently accrue to Department under this contract.

SECTION 15. CONFLICT OF INTEREST/NEPOTISM

It is the responsibility of the Subrecipient to comply with all applicable laws, rules, regulations, ordinances, written policies and other legal requirements regarding prohibited acts which includes, but is not limited to, conflicts of interest and nepotism. In that regard the Subrecipient is required to have in place and at all times follow written policies to ensure such compliance and to avoid prohibited acts or the appearance thereof. If an actual or suspected prohibited act or the appearance thereof occurs or is alleged, Subrecipient shall promptly identify same, review the matter with its counsel, and advise the Department

(i) what, factually, occurred;

(ii) if there was any violations of legal requirements or policy; and

(iii) if there was a violation, what will be the corrective action to address that matter and prevent any recurrences.

SECTION 16. COMPLIANCE WITH LAWS

Subrecipient shall comply with the CSBG Act and with the rules and regulations promulgated there under, and with all federal, state, and local laws and regulations applicable to the performance of this contract, including 10 TAC, Part I, Ch. 5, Subch. A, Section 5.1-5.15.

SECTION 17. PROGRAM INCOME

Subrecipient shall account for and expend program income derived from activities financed in whole or in part with funds provided under this contract in accordance with the Uniform Grant Management Standards, Common Rule, §_.25, OMB Circular A-110 §_.24, and OMB Circular A-102, Attachment, 2e.

SECTION 18. NON-BINDING GUIDANCE

Department may issue non-binding guidance to explain the rules and provide directions on terms of this contract.

SECTION 19. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

No person shall on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of or in connection with any program or activity funded in whole or in part with funds made available under this contract.

SECTION 20. LEGAL AUTHORITY

A. Subrecipient represents that it possesses the legal authority to enter into this contract, receive and manage the funds authorized by this contract, and to perform the services Subrecipient has obligated itself to perform hereunder. The execution, delivery, and performance of this contract will not violate Subrecipient's constitutive documents or any requirement to which Subrecipient is subject.

B. The person signing this contract on behalf of Subrecipient hereby warrants that he/she has been duly authorized by Subrecipient's governing board to execute this contract on behalf of Subrecipient and to bind Subrecipient to the terms herein set forth.

C. Department shall have the right to terminate this contract if there is a dispute as to the legal authority of either Subrecipient or the person signing this contract to enter into this contract or to render performances hereunder. Subrecipient is liable to Department for any money it has received from Department for performance of the provisions of this contract, if Department has terminated this contract for reasons enumerated in this Section 20.

SECTION 21. AUDIT

A. Subrecipient shall submit to Department, within sixty (60) days after the end of each fiscal year, an Audit Certification Form as specified by Department for each fiscal year in which any month of the Subrecipient's fiscal year overlaps a month of the contract period. Unless otherwise directed by Department, Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Contract, subject to the following conditions and limitations:

(i) Subrecipient shall have an audit conducted in accordance with 24 C.F.R. §84.26 or §85.26, as applicable; OMB Circular A-133; and 31 U.S.C. 7501 for any of its fiscal years included within the contract period specified in Section 2 of this Contract in which Subrecipient has expenses of more than $500,000 in federal financial assistance provided by a federal agency in the form of grants, contracts, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, but does not include direct federal cash assistance to individuals. The term federal financial assistance includes awards of financial assistance received directly from federal agencies, or indirectly through other units of State and local government.

(ii) At the option of Subrecipient each audit required by this section may cover Subrecipient's entire operations or each department, agency, or establishment of Subrecipient which received, expended, or otherwise administered federal funds.

(iii) Notwithstanding anything to the contrary herein, Subrecipient may utilize funds budgeted under this Contract to pay for that portion of the cost of such audit services properly allocable to the activities funded by Department under this Contract. Provided, however, Department shall not make payment for the cost of such audit services until Department has received the audit report from Subrecipient and any other documentation deemed necessary to meet the Program Requirements.

(iv) Unless otherwise specifically authorized by Department in writing, Subrecipient shall submit three (3) copies of the report of such audit to Department, two copies to the Portfolio Monitoring and Compliance Division and one copy to the Community Affairs Division, within thirty (30) days after completion of the audit, but no later than nine (9) months after the end of each fiscal period included within the period of this Contract. Audits performed under this section are subject to review and to direction on resolution of findings by Department or its authorized representative.

B. Notwithstanding anything herein to the contrary, Department reserves the right to conduct an annual financial and compliance audit of funds received and performances rendered under this Contract. Subrecipient agrees to permit Department, or its authorized representative, to audit Subrecipient's records and to obtain any documents, materials, or information necessary to facilitate such audit.

C. Subrecipient understands and agrees that it shall be liable to Department for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Subrecipient further understands and agrees that reimbursement to Department of such disallowed costs shall be paid by Subrecipient from funds which were not provided or otherwise made available to Subrecipient under this Contract.

D. Subrecipient shall take all necessary actions to facilitate the performance of such audit or audits conducted pursuant to this section as Department may require of Subrecipient.

E. All approved CSBG audit reports shall be made available for public inspection within thirty (30) days after completion of the audit.

F. The Subrecipient shall include language in any subcontract that provides the Department the ability to directly review, monitor, and/or audit the operational and financial performance and/or records of work performed under this Contract.

G. Department reserves the right to conduct additional audits of the funds received and performances rendered under this contract. Subrecipient agrees to permit Department or its authorized representative to audit Subrecipient's records and to obtain any documents, materials, or information necessary to facilitate such audit.

SECTION 22. TRAVEL

Subrecipient shall adhere to OMB Circulars (A-87 and A-122 as appropriate), and either its board-approved travel policy, or the State of Texas travel policies. Subrecipient's written travel policy shall delineate the rates which Subrecipient shall use in computing the travel and per diem expenses of its board members and employees.

SECTION 23. POLITICAL ACTIVITY PROHIBITED

A. None of the funds provided under this contract shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Subrecipient from furnishing to any member of its governing body upon request, or to any other local or state official or employee or to any citizen, information in the hands of the employee or official not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.

B. No funds provided under this contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government of Subrecipient, the State of Texas, or the government of the United States.

C. None of the funds under this contract shall be expended in payment of the salary for full-time employment of any employee who is also the paid lobbyist of any individual, firm, association, or corporation. None of the funds provided by this contract shall be expended in payment of the partial salary of a part-time employee who is required to register as a lobbyist by virtue of the employee's activities for compensation by or on behalf of industry, a profession or association related to operation of Subrecipient. A part-time employee may serve as a lobbyist on behalf of industry, a profession, or association so long as such entity is not related to Subrecipient. Except as authorized by law, no contract funds shall be expended in payment of membership dues to an organization on behalf of Subrecipient or an employee of Subrecipient if the organization pays all or part of the salary of a person required to register under Chapter 305, Government Code.

D. None of the funds provided under this contract shall be paid to any official or employee who violates any of the provisions of this section.

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

F. Programs assisted with CSBG funds shall not be carried on in a manner involving the use of program funds, the provision of services, or the employment or assignment of personnel, in a manner supporting or resulting in the identification of such programs with-

1. any partisan or non partisan political activity or any political activity associated with a candidate, or contending faction or group, in an election for public or party office;

2. any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election; or

3. any voter registration activity.

SECTION 24. SECTARIAN INVOLVEMENT PROHIBITED

The performance of this contract shall not involve, and no portion of the funds received by Subrecipient hereunder shall be used in support of inherently religious activities such as worship, religious instruction or proselytization, as part of the programs or services directly funded under the HHS program or activity.

SECTION 25. COPYRIGHT

Subrecipient may copyright materials developed in the performance of this contract or with funds expended under this contract. Department and HHS shall each have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the copyrighted work for government purposes.

SECTION 26. PREVENTION OF WASTE, FRAUD, AND ABUSE

A. Subrecipient shall establish, maintain, and utilize systems and procedures to prevent, detect, and correct waste, fraud, and abuse in activities funded under this contract. The systems and procedures shall address possible waste, fraud, and abuse by Subrecipient, its employees, clients, vendors, subcontractors and administering agencies. Subrecipient's internal controls systems and all transactions and other significant events are to be clearly documented, and the documentation is to be readily available for monitoring by Department.

B. Subrecipient shall give Department complete access to all of its records, employees, and agents for the purpose of monitoring or investigating the CSBG program. Subrecipient shall immediately notify Department of any discovery of waste, fraud, or abuse. Subrecipient shall fully cooperate with Department's efforts to detect, investigate, and prevent waste, fraud, and abuse.

C. Subrecipient shall not discriminate against any employee or other person who reports a violation of the terms of this contract or of any law or regulation to Department or to any appropriate law enforcement authority if the report is made in good faith.

SECTION 27. HB 1196 CERTIFICATION

Subrecipient certifies that it, or a branch, division, or department of Subrecipient does not and will not knowingly employ an undocumented worker, where "undocumented worker" means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States. If, after receiving a public subsidy, Subrecipient or a branch, division, or department of Subrecipient is convicted of a violation under 8 U.S.C. Section 1324a, Subrecipient shall repay the public subsidy with interest, at the rate of 5% per annum, not later than the 120th day after the date TDHCA notifies Subrecipient of the violation.

SECTION 28. SB 608 CERTIFICATION

Under Section 2261.053, Texas Government Code, Subrecipient certifies that it is not ineligible to receive this contract and acknowledges that this contract may be terminated and payment withheld if certification is inaccurate.

SECTION 29. MAINTENANCE OF EFFORT

Funds provided to Subrecipient under this contract may not be substituted for funds or resources from any other source nor in any way serve to reduce the funds or resources which would have been available to or provided through Subrecipient had this contract never been executed.

SECTION 30. NO WAIVER

Any right or remedy given to Department by this contract shall not preclude the existence of any other right or remedy, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other right or remedy. The failure of Department to exercise any right or remedy on any occasion shall not constitute a waiver of Department's right to exercise that or any other right or remedy at a later time.

SECTION 31. SEVERABILITY

If any portion of this contract is held to be invalid by a court or an administrative tribunal of competent jurisdiction, the remainder shall remain valid and binding.

SECTION 32. ORAL AND WRITTEN AGREEMENTS

All oral and written agreements between the parties relating to the subject matter of this contract have been reduced to writing and are contained in this document and attachments.

SECTION 33. COMMUNITY ACTION PLAN

Each eligible entity, as a condition of receipt of funding under this Act, shall submit to the Department a community action plan annually by October 31 that includes:

A. a community needs assessment every five years (next one due October 31, 2015);

B. a description of the service delivery system targeted to low-income individuals and families in the service area, including homeless individuals and families, migrants, and the elderly poor;

C. a description of how linkages will be developed to fill identified gaps in services through information, referral, case management, and follow-up consultations;

D. a description of how funding under this Act will be coordinated with other public and private resources; and,

E. a description of outcome measures to be used to monitor success in promoting self-sufficiency, family stability, and community revitalization.

SECTION 34. SPECIAL CONDITIONS

The Pro-Children Act of 1994, [20 U.S.C. Sec. 6081 et seq.] requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18 if the services are funded by Federal programs either directly or through States or local governments by Federal grant, contract, loan or loan guarantee.

SECTION 35. EXCLUDED DEBARRED AND SUSPENDED PARTIES

By signing this contract, Subrecipient certifies that neither it nor its current principle parties are included in the Excluded Parties List System (EPLS) maintained by the General Services Administration (GSA). Subrecipient also certifies that it will not award any funds provided by this contract to any party that is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549. Subrecipient agrees that prior to entering into any agreement with a potential subcontractor that the verification process to comply with this requirement will be accomplished by checking the Excluded Parties List System at http://www.epls.gov/ or by collecting a certification from the potential subcontractor.

Effective Date: **January 01, 2011**

Hidalgo County Community Services Agency

By:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

By:

This contract is effective when signed by the Texas Department of Housing and Community Affairs Executive Director or his authorized designee.

CSBG PY 2011 Estimated Funding Distribution

Subrecipient Name	Estimated Allocation for Planning Purposes*
Aspermont Small Business Development Center, Inc.	$150,000.00
Austin, City of, Health and Human Services Department	$889,658.00
Bee Community Action Agency	$287,192.00
Big Bend Community Action Committee, Inc.	$155,963.00
Brazos Valley Community Action Agency	$954,733.00
Cameron and Willacy Counties Community Projects, Inc.	$992,908.00
Central Texas Opportunities, Inc.	$222,023.00
Combined Community Action, Inc.	$202,420.00
Community Action Corporation of South Texas	$252,460.00
Community Action Council of Victoria	$296,245.00
Community Action Inc. of Hays, Caldwell and Blanco Counties	$202,355.00
Community Action Social Services & Education	$194,867.00
Community Council of Reeves County	$215,377.00
Community Council of South Central Texas, Inc.	$521,307.00
Community Council of Southwest Texas, Inc.	$270,959.00
Community Services Agency of South Texas	$150,000.00
Community Services of Northeast Texas	$278,841.00
Community Services, Inc.	$1,044,848.00
Concho Valley Community Action Agency	$277,891.00
Dallas Urban League	$2,625,806.00
Economic Action Committee of The Gulf Coast	$150,000.00
Economic Opportunities Advancement Corporation of Planning Region XI	$508,277.00
El Paso Community Action Program, Project BRAVO, Inc.	$1,412,450.00
Fort Worth, City of, Parks & Community Services Department	$1,366,624.00
Galveston County Community Action Council, Inc.	$821,524.00
Greater East Texas Community Action Program (GETCAP)	$937,045.00
Gulf Coast Community Services Association	$4,403,694.00
Hidalgo County Community Services Agency	$1,696,598.00
Hill Country Community Action Association, Inc.	$471,232.00
Lubbock, City of, Community Services Department	$400,571.00
Northeast Texas Opportunities, Inc.	$260,014.00
Nueces County Community Action Agency	$526,529.00
Panhandle Community Services	$610,939.00
Pecos County Community Action Agency	$150,000.00
Rolling Plains Management Corporation	$323,579.00
San Antonio, City of, Community Action Division	$1,919,536.00
South Plains Community Action Association, Inc.	$329,441.00
South Texas Development Council	$302,806.00
Southeast Texas Regional Planning Commission	$539,210.00
Texas Neighborhood Services	$378,078.00
Texoma Council of Governments	$235,065.00
Tri-County Community Action, Inc.	$390,748.00
Webb County Community Action Agency	$548,585.00
West Texas Opportunities, Inc.	$607,456.00
Williamson-Burnet County Opportunities, Inc.	$190,992.00
Total estimated allocation to CSBG eligible entities	**$29,666,846.00**

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NO. 58110001083 FOR THE
COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

SECTION 1. PARTIES TO THE CONTRACT

This contract is made by and between the Texas Department of Housing and Community Affairs (the "Department"), an agency of the State of Texas and Hidalgo County Community Services Agency (the "Subrecipient").

SECTION 2. CONTRACT PERIOD

The period for performance of this contract, unless earlier terminated, is January 01, 2011 through December 31, 2011.

SECTION 3. SUBRECIPIENT PERFORMANCE

Subrecipient shall, on an equitable basis throughout its service area, operate a Comprehensive Energy Assistance Program, (the "CEAP"), in accordance with the terms of this contract and all applicable state and federal regulations. Subrecipient shall assist low-income persons, with priority being given to elderly, persons with disabilities, households with young children under 6 years of age, households with high energy burden and households with high energy consumption. Subrecipient shall provide services in relation to the current census demographics for age, income, and ethnicity for Subrecipient's service area. Subrecipient shall implement the CEAP in accordance with the Low-Income Home Energy Assistance Act of 1981, as amended, 42 U.S.C. Sec. 8621 et seq. (the "LIHEAP Act" Public Law 97-35), Texas Administrative Code (10 TAC chapter 5) and the LIHEAP State Plan and Subrecipient's service delivery plan. Services shall include the following categories of assistance: Energy Crisis, Co-Payment, Elderly and Disabled, and Heating/Cooling Systems as well as LIHEAP Assurance 16 activities, as further specified in the Budget (Attachment A)

SECTION 4. DEPARTMENT OBLIGATIONS

A. Measure of Liability

In consideration of Subrecipient's satisfactory performance of this contract, Department shall reimburse Subrecipient for the actual allowable costs incurred by Subrecipient in the amount specified in Attachment A of this contract. Any decision to obligate additional funds or deobligate funds shall be made by Department based upon factors including, but not limited to, the status of funding under grants to Department, the rate of Subrecipient's utilization of funds under this or previous contracts, the existence of questioned or disallowed costs under this or other contracts between the parties, and Subrecipient's overall compliance with the terms of this contract.

1 Department's obligations under this contract are contingent upon the actual receipt of funds from the U.S. Department of Health and Human Services and the State of Texas. Department acknowledges that it has received obligations from those sources, which, if paid, will be sufficient to pay the allowable costs incurred by Subrecipient under this contract.

2 Department is not liable for any cost incurred by Subrecipient which:

a. is subject to reimbursement by a source other than Department;

b. is for performance of services or activities not authorized by the LIHEAP Act, or which is not in accordance with the terms of this contract;

c. is not reported to Department on a Monthly Funding/Financial/Performance Report within sixty (60) days following the termination of the Contract Period; or,

d. is not incurred during the Contract Period.

e. is incurred for the purchase or permanent improvement of real property (other than low-cost residential weatherization or other energy-related home repairs).

B. Limits of Liability

Notwithstanding any other provision of this contract, the total of all payments and other obligations incurred by Department under this contract shall not exceed the sum of $2,208,930.00

SECTION 5. METHOD OF PAYMENT/CASH BALANCES

A. Each month, Subrecipient may request an advance payment by electronically submitting to Department at its offices in Travis County, Texas, no later than the fifteenth (15th) day of the month prior to the month for which advance payment is sought, a properly completed Funding Report for an amount not to exceed Subrecipient's actual cash needs for the month for which such advance is sought.

B. Subrecipient's requests for advances shall be limited to the amount needed and be timed to be in accordance with actual immediate cash requirements of the Subrecipient in carrying out the purpose of this contract. The timing and amount of cash advances shall be as close as administratively feasible to the actual disbursement by the Subrecipient for direct program costs and the proportionate share of any allowable indirect costs. Subrecipient shall establish procedures to minimize the time elapsing between the disbursement of funds from Department to Subrecipient and the expenditure of such funds by Subrecipient.

C. Subsection 5(A) notwithstanding, Department reserves the right to utilize a cost reimbursement method of payment if (1) Subrecipient maintains excessive cash balances or requests advance payments in excess of thirty (30) days need; (2) Department identifies any deficiency in the internal controls or financial management system used by Subrecipient; (3) Subrecipient violates any of the terms of this contract; (4) Department's funding sources require the use of a cost reimbursement method of payment or (5) Subrecipient owes the Department funds.

D. Subrecipient shall refund, within fifteen (15) days of Department's request, any sum of money paid to Subrecipient by Department which Department determines: (1) has resulted in an overpayment to Subrecipient; or (2) has not been spent strictly in accordance with terms of this contract. Failure to comply will result in freezing contract funds and suspending the contract until such time as funds owed to the Department are paid. The Department may offset or withhold any amounts otherwise owed to Subrecipient under this contract against any amount owed by Subrecipient to Department arising under this or any other contract between the parties.

E. All funds paid to Subrecipient under this contract are paid in trust for the exclusive benefit of the eligible clients of the Comprehensive Energy Assistance Program and for allowable administrative, direct services support, assurance 16 activities, direct services, and training/travel expenditures.

SECTION 6. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

Except as expressly modified by law or the terms of this contract, Subrecipient shall comply with the cost principles and uniform administrative requirements set forth in the Uniform Grant and Contract Management Standards 1 T.A.C.§5.141 et seq. (the "Uniform Grant Management Standards") provided, however, that all references therein to "local government" shall be construed to mean Subrecipient.

A. Uniform cost principles for local governments are set forth in OMB Circular A-87, and for non-profit organizations in OMB Circular A-122. Uniform administrative requirements for local governments are set forth in OMB Circular A-102, and for non-profits in OMB Circular A-110. OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," sets forth audit standards for governmental organizations and other organizations expending Federal funds. The expenditure threshold requiring an audit under Circular A-133 is $500,000.

B. Use of Alcohol Beverages. None of the funds provided under this contract shall be used for the payment of salaries to any employee who uses alcoholic beverages during normal work hours as defined by the agency. No funds provided under this contract for travel expenses shall be used for the purchase of alcoholic beverages.

SECTION 7. TERMINATION AND SUSPENSION

A. Department may terminate this contract, in whole or in part, at any time Department determines that there is cause for termination. Cause for termination includes, but is not limited to, Subrecipient's failure to comply with any term of this contract. Department shall notify Subrecipient in writing at least thirty (30) days before the date of termination.

B. Nothing in this Section shall be construed to limit Department's authority to withhold payment and immediately suspend this contract if Department identifies possible instances of fraud, abuse, waste, fiscal mismanagement, or other deficiencies in Subrecipient's performance. Suspension shall be a temporary measure pending either corrective action by Subrecipient or a decision by Department to terminate this contract.

C. Notwithstanding any exercise by Department of its right of termination or suspension, Subrecipient shall not be relieved of any liability to Department for damages by virtue of any breach of this contract by Subrecipient. Department may withhold any payment due to Subrecipient until such time as the exact amount of damages due to Department is agreed upon or is otherwise determined.

D. Department shall not be liable for any costs incurred by Subrecipient after termination or during suspension of this contract.

E. Subrecipient's failure to expend the funds provided under this contract in a timely manner may result in either the termination of this contract or Subrecipient's ineligibility to receive additional funding under the Comprehensive Energy Assistance Program, or a reduction in the original allocation of funds to Subrecipient.

SECTION 8. CHANGES AND AMENDMENTS

A. Any change in the terms of this contract required by a change in federal or state law or regulation is automatically incorporated herein effective on the date designated by such law or regulation.

B. Except as otherwise specifically provided herein, any other change in the terms of this contract shall be by amendment in writing and signed by both parties to this contract.

SECTION 9. TECNICAL ASSISTANCE AND MONITORING

Department or its designee may conduct on and off-site monitoring and evaluation of Subrecipient's compliance with the terms of this contract. Department's monitoring may include a review of the efficiency, economy, and efficacy of Subrecipient's performance. Department will notify Subrecipient in writing of any deficiencies noted during such monitoring. Department may provide training and technical assistance to Subrecipient in correcting the deficiencies noted. Department may require corrective action to remedy deficiencies noted in Subrecipient's accounting, personnel, procurement, and management procedures and systems. Department may conduct follow-up visits to review the previously noted deficiencies and to assess the Subrecipient's efforts made to correct them. Repeated deficiencies may result in disallowed costs. Department may terminate or suspend this contract or invoke other remedies Department determines to be appropriate in the event monitoring reveals material deficiencies in Subrecipient's performance, or Subrecipient fails to correct any such deficiency within a reasonable period of time. Department or its designee may conduct an ongoing program evaluation throughout the contract year.

SECTION 10. RETENTION AND ACCESSIBILITY OF RECORDS AND FILE MAINTENANCE

A. Subrecipient shall maintain financial and programmatic records, and supporting documentation for all expenditures made under this contract, in accordance with the records retention and custodial requirements set forth in the Uniform Grant Management Standards, Common Rule §42.

B. Subrecipients must provide Program applications, forms and educational materials in English, Spanish and any other appropriate language.

C. Subrecipient shall give the U.S. Department of Health and Human Services, the U.S. General Accounting Office, the Texas Comptroller, the State Auditor's Office, and Department, or any of their duly authorized representatives, access to and the right to examine and copy, on or off the premises of Subrecipient, all records pertaining to this contract. Such right to access shall continue as long as the records are retained by Subrecipient. Subrecipient agrees to maintain such records for **three (3)** years in an accessible location and to cooperate with any examination conducted pursuant to this Subsection. Subrecipient shall include the substance of this subsection in all subcontracts. Upon termination of this contract, all records are property of the CEAP.

D. Subrecipient shall maintain a client file system to document direct services rendered. Each client file shall contain the following:

(1) Client application containing all Department requirements;

(2) Documentation/verification of client income for the 30 days preceding their application for all household members 18 years and older, or Declaration of Income Statement (if applicable); as outlined in Title 10, chapter 6, Subchapter C, 10 TAC § 6.205.

(3) Copy of client's utility bill(s);

(4) Energy consumption history for previous 12 months (when available) (all fuel types) for all components;

(5) Documentation of payment (Documentation of payment may be maintained in a separate file, but must be accessible to the Department.);

(6) Documentation of benefits determination (when required by component);

(7) Notice of Denial Form (if applicable);

(8) Right of appeal and procedures (if applicable) for denial or termination of services;

(9) Any documentation required by directives; and

(10) Client service agreement (as required by component).

(11) Case notes sufficient to document that Assurance 16 activities (needs assessment, referrals, budget counseling, energy conservation education and assistance with energy vendors) have occurred.

(12) Priority rating form.

(13) Appliance assessment information is required by CEAP and includes at a minimum the following information on all major heating and cooling appliances to include water heaters and refrigerators:

Type of appliance	Existing Efficiency rating
Fuel used	Location of appliance
Size of appliance (BTU)	RE or EF (water heaters)
Age of appliance	Input/Output BTU
Size of room where appliance is used	Recommendation
Carbon Monoxide (CO) levels for all eligible combustion appliances	Meter all 110V Heating and Cooling devices and document: Volt, AMP, and Watt usage.

E. Subrecipient shall maintain complete client files at all times. Costs associated with incomplete files found at the time of program monitoring may be disallowed.

SECTION 11. REPORTING REQUIREMENTS

A. Subrecipient shall electronically submit to Department, no later than fifteen (15) days after the end of each month of the Contract Period, a Funding Report of all expenditures of funds and clients served under this contract during the previous month.

B. Subrecipient shall submit to Department, no later than sixty (60) days after the end of the Contract Period, an inventory of all vehicles, tools, and equipment with a unit acquisition cost of $5,000 or more and a useful life of more than one year, if purchased in whole or in part with funds received under this contract or previous Comprehensive Energy Assistance Program contracts. The inventory shall include the vehicles, tools, equipment, and appliances purchased with heating and cooling funds on hand as of the last day of the Contract Period. Subrecipient acknowledges that all equipment and supplies purchased with funds from the CEAP are the property of CEAP and as such, stay with the subrecipient which provides CEAP services in the service area.

C. Subrecipient shall electronically submit to Department, no later than sixty (60) days after the end of the Contract Period, a final Funding Report of all expenditures of funds and clients served under this contract. Failure of Subrecipient to provide a full accounting of funds expended under this contract may result in the termination of this contract and ineligibility to receive additional funds. If Subrecipient fails to submit a final expenditure/performance report within 60 days of the end of the Contract Period, Department will use the last report submitted by Subrecipient as the final report.

D. If Subrecipient fails to submit, in a timely and satisfactory manner, any report or response required by this contract, Department may withhold any or all payments otherwise due or requested by Subrecipient hereunder. Payments may be withheld until such time as the delinquent report or response is received by Department. If the delinquent report or response is not received within forty-five (45) days of its due date, Department may suspend or terminate this contract. If Subrecipient receives funds from Department over two or more Contract Periods, funds may be withheld or this contract suspended or terminated for Subrecipient's failure to submit a past due report or response (including an audit report) from a prior contract or Contract Period.

SECTION 12. PROCUREMENT STANDARDS

A. Subrecipient may not use funds provided under this contract to purchase personal property, equipment, goods, or services with a unit acquisition cost (the net invoice unit price of an item of equipment) of more than $5,000 unless Subrecipient has received the prior written approval of Department for such purchase

B. Upon the termination or non-renewal of this contract, Department may transfer title to any such property or equipment having a unit acquisition cost (the net invoice unit price of an item of equipment) of $5,000 or more to itself or to any other entity receiving Department funding.

SECTION 13. INDEPENDENT SUBRECIPIENT

ISubrecipient is an independent contractor. Subrecipient agrees to hold Department harmless and, to the extent allowed by law, indemnify it against any disallowed costs or other claims which may be asserted by any third party in connection with Subrecipient's performance of this contract.

SECTION 14. SUBCONTRACTS

A. Subrecipient may not subcontract the primary performance of this contract and only may enter into contractual agreements for consulting and other professional services, if Subrecipient has received Department's prior written approval. Subrecipient may subcontract for the delivery of client assistance without obtaining Department's prior approval. Any subcontract for the delivery of client assistance will be subject to monitoring by the Department as per Section 9.

B. In no event shall any provision of this Section 14, specifically the requirement that Subrecipient obtain Department's prior written approval of a subcontractor, be construed as relieving Subrecipient of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this contract, as if such performances rendered were rendered by Subrecipient. Department's approval under Section 14 does not constitute adoption, ratification, or acceptance of Subrecipient's or subcontractor's performance hereunder. Department maintains the right to insist upon Subrecipient's full compliance with the terms of this contract, and by the act of approval under Section 14, Department does not waive any right of action which may exist or which may subsequently accrue to Department under this contract.

SECTION 15. CONFLICT OF INTEREST/NEPOTISM

A. Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.

B. No employee, officer, or agent of Subrecipient shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award.

C. The officers, employees, and agents of the Subrecipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subagreements. Subrecipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.

D. Subrecipients who are local governmental entities shall, in addition to the requirements of this Section, follow the requirements of Chapter 171 of the Local Government Code regarding conflicts of interest of officers of municipalities, counties, and certain other local governments.

E. Failure to maintain written standards of conduct and to follow and enforce the written standards is a condition of default under this Contract and may result in termination of the Contract or deobligation of funds.

SECTION 16. COMPLIANCE WITH LAWS

Subrecipient shall comply with the Low-Income Home Energy Assistance Act of 1981, as amended, 42 U.S. C. Sec. 8621 et Seq. (the "LIHEAP Act" Public Law 97-35) and with the rules and regulations promulgated there under, and with all federal, state, and local laws and regulations applicable to the performance of this contract, including Texas Administrative Code (10 TAC Chapter 5) and the LIHEAP State Plan.

SECTION 17. PROGRAM INCOME

Subrecipient shall account for and expend program income derived from activities financed in whole or in part with funds provided under this contract in accordance with the Uniform Grant Management Standards, Common Rule, §_.25, OMB Circular A-110 §_.24, and OMB Circular A-102, Attachment, 2e.

SECTION 18. NON-BINDING GUIDANCE

Department may issue non-binding guidance to explain the rules and provide directions on terms of this contract.

SECTION 19. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

No person shall, on the grounds of race, color, religion, sex, national origin, age, handicap, political affiliation, or belief, be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of or in connection with any program or activity funded in whole or in part with funds made available under this contract.

SECTION 20. LEGAL AUTHORITY

A. Subrecipient represents that it possesses the legal authority to enter into this contract, receive and manage the funds authorized by this contract, and to perform the services Subrecipient has obligated itslef to perform hereunder.

B. The person signing this contract on behalf of Subrecipient hereby warrants that he/she has been duly authorized by Contract to execute this contract on behalf of Subrecipient and to bind Subrecipient to the terms herein set forth.

C. Department shall have the right to suspend or terminate this contract if there is a dispute as to the legal authority of either Subrecipient, or the person signing this contract, to enter into this contract or to render performances hereunder. Subrecipient is liable to Department for any money it has received from Department for peformance of the provisions of this contract, if Department has terminated this contract for reasons enumerated in this Section 20.

SECTION 21. AUDIT

A. Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this contract, subject to the following conditions and limitations:

(1) Subrecipient expending $500,000 or more in total Federal awards or $500,000 in total state financial assistance shall have an audit performed in accordance with the Single Audit Act Amendments of 1996, 31 U.S.C. 7501, and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations" issued June 30, 1997. For purposes of Section 21, "Federal financial assistance" means assistance provided by a Federal agency in the form of grants, contracts, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, or other assistance, but does not include amounts received as reimbursement for services rendered to individuals in accordance with OMB guidelines. The term includes awards of Federal financial assistance received directly from Federal agencies, or indirectly through other units of State and local government;

(2) Sections 4 D (3) and (4) above notwithstanding, Subrecipient may utilize funds budgeted under this contract to pay for that portion of the cost of such audit services properly allocable to the activities funded by Department under this contract, provided, however, that Department shall not make payment for the cost of such audit services until Department has received a satisfactory audit report from Subrecipient, as determined by Department.

(3) Subrecipient shall submit three (3)copies of such audit report and any associated management letter to the Department (2 to Portfolio Monitoring and Compliance and 1 to Community Affairs Division) within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subrecipient shall make audit report available for public inspection within thirty (30) days after receipt of the audit report(s). Audits performed under this Section are subject to review and resolution by Department or its authorized representative. Subrecipient shall submit such audit report to the Federal clearinghouse designated by OMB in accordance with OMB A-133.

(4) The audit report must include verification of all expenditures by budget category, in accordance with "Attachment A-Budget" of this contract.

B. The cost of auditing services for a Subrecipient expending less than $500,000 in total Federal awards per fiscal year is not an allowable charge under Federal awards.

C. Subsection A of this Section 21 notwithstanding, Department reserves the right to conduct an annual financial and compliance audit of funds received and performance rendered under this contract. Subrecipient agrees to permit Department or its authorized representative to audit Subrecipient's records and obtain any documents, materials, or information necessary to facilitate such audit.

D. Subrecipient understands and agrees that it shall be liable to the Department for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this contract. Subrecipient further understands and agrees that reimbursement to Department of such disallowed costs shall be paid by Subrecipient from funds which were not provided or otherwise made available to Subrecipient under this contract.

E. Subrecipient shall take such action to facilitate the performance of such audit or audits conducted pursuant to this Section 21 as Department may require of Subrecipient.

F. Subrecipient shall procure audit services through an open, competitive process at least once every four years. The auditor shall retain working papers and reports for a minimum of the three years after the date of directive of the auditor's report to the Subrecipient. Audit working papers shall be made available upon request to Department at the completion of the audit, as part of a quality review, to resolve audit findings, or to carry out oversight responsibilities consistent with the purposes of this Section. Access to working papers includes the right to obtain copies of working papers, as is reasonable and necessary.

G. For any fiscal year ending within or immediately after the Grant Period, Subrecipient must submit an "Audit Certification Form" (available from the Department) within sixty (60) days after the Subrecipient's fiscal year end.

SECTION 22. DEPARTMENT/CEAP TRAVEL AND TRAINING

A. The travel funds are to be used only for Department-approved training events. Subrecipient shall adhere to OMB Circulars (A-87 {2 CFR 225} and A-122 {2 CFR 230} as appropriate), and either its board-approved travel policy, or the State of Texas travel policies.

SECTION 23. POLITICAL ACTIVITY PROHIBITED

A. None of the funds provided under this contract shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Subrecipient from furnishing to any member of its governing body upon request, or to any other local or state official or employee, or to any citizen, information in the hands of the employee or official not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.

B. No funds provided under this contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government of Subrecipient, the State of Texas, or the government of the United States.

C. None of the funds under this contract shall be expended in payment of the salary for full-time employment of any employee who is also the paid lobbyist of any individual, firm, association, or corporation. None of the funds provided by this contract shall be expended in payment of the partial salary of a part-time employee who is required to register as a lobbyist by virtue of the employee's activities for compensation by or on behalf of industry, a profession or association related to operation of Subrecipient. A part-time employee may serve as a lobbyist on behalf of industry, a profession, or association so long as such entity is not related to Subrecipient. Except as authorized by law, no contract funds shall be expended in payment of membership dues to an organization on behalf of Subrecipient or an employee of Subrecipient if the organization pays all or part of the salary of a person required to register under Chapter 305, Government Code.

D. None of the funds provided under this contract shall be paid to any official or employee who violates any of the provisions of this section.

SECTION 24. SECTARIAN INVOLVEMENT PROHIBITED

No funds received by Subrecipient hereunder shall be used, either directly or indirectly, to support any religious or anti-religious activity

SECTION 25. COPYRIGHT

Subrecipient may copyright materials developed in the performance of this contract or with funds expended under this contract. Department and HHS shall each have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the copyrighted work for government purposes

SECTION 26. PREVENTION OF WASTE, FRAUD, AND ABUSE

A. Subrecipient shall establish, maintain, and utilize systems and procedures to prevent, detect, and correct waste, fraud, and abuse in activities funded under this contract. The systems and procedures shall address possible waste, fraud, and abuse by Subrecipient, its employees, clients, vendors, subcontractors and administering agencies. Subrecipient's internal control systems and all transactions and other significant events are to be clearly documented, and the documentation is to be readily available for monitoring by Department.

B. Subrecipient shall give Department complete access to all of its records, employees, and agents for the purposes of any investigation of the Comprehensive Energy Assistance Program. Subrecipient shall immediately notify Department of any discovery of waste, fraud, or abuse. Subrecipient shall fully cooperate with Department's efforts to detect, investigate, and prevent waste, fraud, and abuse in the Comprehensive Energy Assistance Program.

C. Subrecipient may not discriminate against any employee or other person who reports a violation of the terms of this contract, or of any law or regulation, to Department or to any appropriate law enforcement authority, if the report is made in good faith.

SECTION 27. HB 1196 CERTIFICATION AGAINST UNDOCUMENTED WORKERS

Subrecipient/Local Operator certifies that it, or a branch, division, or department of Subrecipient/Local Operator does not and will not knowingly employ an undocumented worker, where "undocumented worker" means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States. If, after receiving a public subsidy, Subrecipient/Local Operator, or a branch, division, or department of Subrecipient/Local Operator is convicted of a violation under 8 U.S.C. Section 1324a, Subrecipient/Local Operator shall repay the public subsidy with interest, at a rate of 5% per annum, not later than the 120th day after the date TDHCA notifies Subrecipient/Local Operator of the violation.

SECTION 28. SB 608 CERTIFICATION OF ELIGIBILITY

Under Section 2261.053, Texas Government Code, Subrecipient/Local Operator certifies that it is not ineligible to receive this contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

SECTION 29. MAINTENANCE OF EFFORT

Funds provided to Subrecipient under this contract may not be substituted for funds or resources from any other source nor in any way serve to reduce the funds or resources which would have been available to, or provided through, Subrecipient had this contract never been executed.

SECTION 30. NO WAIVER

Any right or remedy given to Department by this contract shall not preclude the existence of any other right or remedy, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other right or remedy. The failure of Department to exercise any right or remedy on any occasion shall not constitute a waiver of Department's right to exercise that or any other right or remedy at a later time.

SECTION 31. SEVERABILITY

If any portion of this contract is held to be invalid by a court or administrative tribunal of competent jurisdiction, the remainder shall remain valid and binding.

SECTION 32. ORAL AND WRITTEN AGREEMENTS

All oral and written agreements between the parties relating to the subject matter of this contract have been reduced to writing and are contained in this document and attachments.

SECTION 33. VENDOR AGREEMENTS

For each of Subrecipient's vendors, Subrecipient shall implement and maintain a vendor agreement that contains assurances relating to fair billing practices, delivery procedures, and pricing procedures for business transactions involving CEAP clients. All vendor agreements are subject to monitoring procedures performed by TDHCA. All vendor agreements must be renegotiated every two years.

SECTION 34. SPECIAL CONDITIONS

The Pro-Children Act of 1994, [20 U.S.C. Sec. 6081 et seq.] requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18 if the services are funded by Federal programs either directly or through States or local governments by Federal grant, contract, loan or loan guarantee.

SECTION 35. EXCLUDED PARTIES LIST SYSTEM

By signing this contract, Subrecipient certifies that neither it nor its current principle parties are included in the Excluded Parties List System (EPLS) maintained by the General Services Administration (GSA). Subrecipient also certifies that it will not award any funds provided by this contract to any party that is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549. Subrecipient agrees that prior to entering into any agreement with a potential subcontractor that the verification process to comply with this requirement will be accomplished by checking the Excluded Parties List System at http://www.epls.gov/ or by collecting a certification from the potential subcontractor.

SECTION 36. ALLOWABLE ADMINISTRATIVE, ASSURANCE 16 ACTIVITIES, AND DIRECT SERVICES SUPPORT EXPENDITURES

A. Administrative and Assurance 16 Activities funds are earned through provision of direct services to clients. Subrecipient may choose to submit a final budget revision in October to use its administration, Assurance 16 Activities, and direct services support dollars for direct service categories; however, subrecipient is still required to perform Assurance 16 Activities and Direct Service Support activities.

B. Direct Services Support expenditures are earned through provision of direct services to clients and must be supported by appropriate documentation of the allowable activities. Direct Service Support includes costs not administrative in nature but those used for outreach and targeting only to eligible households. Allowable expenditures include but are not limited to salaries, fringe benefits, and travel expenditures of staff when conducting outreach, and application intake Subrecipient may opt to use LIHEAP Direct Service Support allocation for direct client services if they have used non-LIHEAP resources to serve the requirements of Direct Service Support. Computer purchases and any related expenditures must be charged to Administration, not Direct Services Support.

C. In order to achieve compliance with the LIHEAP Act, subrecipient must coordinate with other energy related programs. Specifically, subrecipient must make documented referrals to the local WAP subrecipient.

D. Subrecipient shall accept applications for CEAP benefits at sites that are geographically accessible to all households in the service area. Subrecipient shall provide elderly and disabled individuals the means to submit applications for CEAP benefits without leaving their residence or by securing transportation for them to the sites that accept such applications.

SECTION 37. APPEALS PROCESS

In compliance with the LIHEAP Act, Subrecipient must provide an opportunity for a fair administrative hearing to individuals whose application for assistance is denied, terminated or not acted upon in a timely manner, according to the Title 10, Part I, Chapter 5.

SECTION 38. ATTACHMENTS

The attachments identified below are hereby made a part of this contract:

(1) Attachment A, Budget

SIGNED this day of

Hidalgo County Community Services Agency

By:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

By:

This contract is not effective unless signed by the Executive Director of the Department or authorized designee.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NO. 58110001083 FOR THE
COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)
ATTACHMENT A BUDGET

DEPARTMENT FINANCIAL OBLIGATIONS

$ 2,208,930.00	CEAP FUNDS CURRENTLY AVAILABLE
$ 1,200.00	TRAINING TRAVEL ALLOWANCE FUNDS CURRENTLY AVAILABLE

BUDGET FOR AVAILABLE ALLOCATIONS

BUDGET CATEGORY	FUNDS	%
Administration	$ 159,321.00	-
Assurance 16	$ 136,107.00	-
Direct Services	$ 1,912,302.00	-
TOTAL CEAP BUDGET	$ 2,207,730.00	-

BUDGET CATEGORY	FUNDS	%
Energy Crisis	$ 454,171.00	23.75
Co-payment	$ 454,171.00	23.75
Elderly and Disabled	$ 454,171.00	23.75
Heating/Cooling	$ 454,174.00	23.75
Direct Service Support	$ 95,615.00	5.00
TOTAL DIRECT SERVICES	$ 1,912,302.00	100.00

Subrecipient's service area consists of the following Texas counties:

HIDALGO

Administrative costs, salaries, fringe benefits, non-training travel, equipment, supplies, audit and office space are limited to **7.00%** of the contract expenditures, excluding Training/Travel costs.

Assurance 16 Activities costs are limited to **6.00%** of the contract expenditures excluding Training and Travel costs. Direct Services Support costs are limited to **5.00%** of total Direct Services expenditures.

Expenditures for Elderly/Disabled and Heating/Cooling **must be at least 10% of Direct Service Dollars expended**. Energy Crisis and Co-Payment Percentage will be established by Subrecipient. Direct Services Support (**may not exceed 5% of Direct Services dollars expended**).

Department's prior written approval for purchase or lease of equipment with an acquisition cost of $5,000 and over is required. Approval of this budget does not constitute prior approval for such purchases.

Funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility.

Subrecipient is limited to only one budget revision request during the first 6 months of the Contract Period. A second and final budget revision must be received by the Department on or before November 18, 2011.

Subrecipient shall provide outreach services under all components in this category. Failure to do so may result in contract termination. Subrecipient must document outreach, whether the outreach is conducted with "Direct Service Support" funds or other funds.

Effective Date of Budget: 01/01/2011

First Choice Power
you first
225 E. John Carpenter Freeway, Suite 1500, Irving, TX 76052

Dec. 10, 2010

County of Hidalgo Community Service Agency
Maribel Navarro-Saenz
Executive Director
PO Box 204
Edinburg, TX 78539 (956) 383-6250
TVASQUEZ@csa-hidalgo.us

Re: Letter Agreement between First Choice Power and CHCSA for Bill Payment Assistance Program

Dear Ms. Navarro-Saenz:

First Choice Power Special Purpose, L.P., ("First Choice Power") is a certified retail electric provider serving commercial and residential customers in the state of Texas. In accordance with the rules of the Public Utility Commission of Texas, First Choice Power is required to establish and maintain an energy assistance program to help its residential customers pay their electric bills ("Bill Payment Assistance Program"). **CHCSA** ("Agency") is a nonprofit entity that has a proven record of management of energy assistance programs according to 2-1-1 Texas. Effective Dec. 10, 2010, First Choice Power and the Agency agree that, in accordance with the terms and conditions of this Letter Agreement, First Choice Power will transfer money to fund the Bill Payment Assistance Program ("Program Funds") to the Agency and the Agency will administer disbursement of the funds. The Program Funds will be used solely to provide funding for energy assistance payments on behalf of First Choice Power's residential customers.

Upon the Agency's acceptance of these terms and conditions, First Choice Power will transfer Program Funds in the amount of Ten Thousand Dollars ($10.000.00) to the Agency.

All Program Funds must be deposited in an Agency bank account and will only be disbursed to First Choice Power's Bill Payment Assistance Program participants in accordance with the terms and conditions of this Letter Agreement. The Agency hereby grants First Choice Power a security interest in such bank account(s) balances to the extent of any undisbursed amounts of Program Funds in order to secure the Agency's performance and payment of obligations hereunder.

Upon First Choice Power's request, the Agency agrees to execute an agreement regarding any deposit account used in connection with the Bill Payment Assistance Program that First

Choice Power determines in its sole discretion is necessary to perfect its security interest. Failure of Agency or its deposit institution to execute and comply with such perfection agreement will constitute a breach of this Letter Agreement and permit First Choice Power to terminate this Letter Agreement. In addition, the Agency agrees not to grant any third party a security interest in the Program Funds to permit any lien on such funds.

The Agency agrees to administer the Bill Payment Assistance Program for First Choice Power customers in accordance with the following:

1. The Agency agrees to comply with the Bill Payment Assistance Program Guidelines outlined in Attachment A.

2. The Agency will evaluate and respond to each applicant within one business day of receipt of a request for an energy assistance grant under the Bill Payment Assistance Program.

3. A recipient of a Bill Payment Assistance Program grant must be a current First Choice Power customer with an active account.

4. The recipient of a Bill Payment Assistance Program grant must have the same customer account name, account number and residence address as contained in First Choice Power's records.

5. All recipients of Bill Payment Assistance Program grants are eligible for a twice annual payment in the lesser of one month's bill or $500 in accordance with the Agency's hardship criteria.

6. Grants can be used for deposits.

Upon the approval of a grant to a First Choice Power customer under the Bill Payment Assistance Program the Agency will notify First Choice Power's Pledge Desk by fax, e-mail or phone of the payment amount and grant recipient name and account number. If a grant recipient has received a disconnect notice from First Choice Power, the Agency will immediately notify First Choice Power's Pledge Desk in order to prevent the disconnection. For all eligible participants, the Agency shall submit payment to First Choice Power on each participant's behalf as provided in Attachment A hereto.

This Letter Agreement becomes effective on_____Dec. 10_____, 2010, and expires on _____Dec. 10_____, 2011. First Choice Power may terminate this Letter Agreement at any time at its sole discretion prior to the expiration of the term upon ten (10) days' written notice to the Agency. Upon termination or expiration of this Letter Agreement, the Agency will promptly return to First Choice Power any undisbursed Program Funds on deposit in an Agency bank account.

Please acknowledge your acceptance of the terms and conditions contained in this Letter of Agreement and Attachment A by signing in the space indicated below and return this letter to First Choice Power in the envelope provided. If you have any questions you may contact Catherine Carlton at (469) 484-8686.

Sincerely,

Josh Coleman
Vice President, Operations

County of Hidalgo Community Service Agency
Maribel Navarro-Saenz
Executive Director
PO Box 204
Edinburg, TX 78540 (956) 383-6250 x (2)12

AGREED AND ACCEPTED FOR

County of Hidalgo Community Service Agency

Signature:_____

Name: Ramon Garcia, County Judge
COUNTY OF HIDALGO

Date: _____

Attachment A

First Choice Power Area Bill Payment Assistance Program
Program Guidelines and Information

In an effort to implement the program efficiently, First Choice Power provides important guidelines and information that will assist you in administering the program funds. Please distribute and discuss these guidelines in a training session with all volunteers and staff.

First Choice Power Contact Information

• Credit and Collections
Bill Beasley, (469) 484-8666, William.Beasley@FirstChoicePower.com

• Community Relations
Catherine Carlton, (469) 484-8686, Catherine.Carlton@FirstChoicePower.com

How the Program Works

• Agency qualifies active First Choice Power customers
• Agency follows First Choice Power Pledge Process.

• Agency remits payment to First Choice Power on behalf of the recipient to:
First Choice Power PO Box 659612 San Antonio, TX 78265-9612

• Payment should be remitted within 30-45 days of the pledge date.

• Within ten (10) days of each month end, Agency will e-mail a report to First Choice Power's Credit and Collections and Community Relations contacts identified above. The report will contain information detailing all program activity for the prior month, including the starting balance each month, ending balance for the month, First Choice Power transfers received, and funds disbursed by date, customer name, account number and grant amount.

Pledge Desk Contact:
Agency contacts First Choice Power Pledge Desk via phone, e-mail or fax to make an inquiry or pledge on behalf of the customer.

- Bonnie Nerf – (214) 576-1016
- Yenenash Tilahoun - (214) 576-1276
- Elda (Kaye) Talley – (214) 576-1268
- Pledge phone line - (866) 956-9089
- Fax line - (866) 436-5048
- FCPPledgeProcess@vertexna.com

AI-24944 **15.A.**

Wireless Device Request
CC REGULAR

Date: 02/01/2011
Submitted By: Griselda Salazar, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Category: IT Department

Information

CAPTION

District Clerk:
Authorization to purchase through the County's membership/participation with CONTRACT: DIR-SDD-604 (REQUISITION#188512) with awarded vendor VERIZON for the following:

Qty:	Description:	Department:	User:	Service Total:	Equipment Total:
1	Data Card	District Clerks	Laura Hinojosa	Unlimited Plan $37.99/mo + Taxes/Fees $5.00/mo = $42.99/mo	$0

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-412-00-090-001-0-532
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Funds available as of 01/21/2011, refer to Req. #00188512

Attachments

Link: Request Form
Link: Requisition 188512

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	01/21/2011 10:41 AM	APRV
2	Sylvia Solis	Sylvia Solis	01/21/2011 03:11 PM	APRV
3	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Griselda Salazar
Started On: 01/21/2011 09:17 AM

Final Approval Date: 01/28/2011

WIRELESS DEVICE REQUEST FORM W.1.2

(1) Type of Request:

Wireless device: ☑ Data card ☐ Blackberry ☑ Other: VERIZON UNLIMITED MOB

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

(2) Requesting employee: Laura Hinojosa Employee ID# 152692 Signature: Laura Hinojosa

DEPARTMENT: District Clerk's office DEPT #: 090

Quantity: 1

Service: $ 42.99 /mo (x) 11 months = 472.89 Account: 1-1100-412-00-090-001-0-**532**

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

Requisition Total: 472.89 **Requisition Number:** 188512

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

Laura Hinojosa (Signature) LAURA HINOJOSA (Print Name) 01/20/11 (Date)

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

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ **SPRINT UNLIMITED DATACARD PLAN -or-**

☐ **SPRINT BE1000 + DATAPLAN**

☑ **OTHER:** VERIZON UNLIMITED MOBILE BROADBAND PLAN

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

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

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

Revised: 01/21/2010

Requisition

Req # 00188512

PO #

Date: 01/19/11

Bill To: x
x

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

Ship To: DISTRICT CLERK
100 N. CLOSNER, 1ST FL
EDINBURG TX 78539

Contact: Stephanie
956-318-2200

Contract No:

Special Instructions:
Req. No: 011911-1

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
11.00	EACH	Verizon Wireless Data Card for Laura Hinojosa, District Clerk Model #: MiFi 2200 Monthly Service Amount: $37.99 Monthly Taxes/Fees: $5.00 P.O. to cover February 2011 - December 2011	42.99	472.89
		Account No	Encumbrance	
		1-1100-412-00-090-001-0-532	472.89	
			Freight	.00
			Total	472.89
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-24996 **15.B.**

Wireless Device Request
CC REGULAR

Date: 02/01/2011
Submitted By: Griselda Salazar, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Category: IT Department

Information

CAPTION

Comm. Pct. #4:
Authorization to purchase through the County's membership/participation with CONTRACT: DIR-SDD-604 (REQ # 188662) with awarded vendor VERIZON WIRELESS for the following:

Qty:	Description:	Department:	User:	Service Total:	Equipment Total:
2	Data Card	Comm. Pct. 4	Office Use	Unlimited Plan $37.99/mo + Taxes/Fees $5.00/mo = $42.99/mo each	$0

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-124-007-0-532
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Funding available as of 1-27-11 in requistion#188662 for Verizon wireless.

Attachments

Link: Request Form
Link: Requisition 188662

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/25/2011 03:26 PM	APRV
2	Manuel Chapa	Manuel Chapa	01/27/2011 02:27 PM	APRV
3	Auditor's Office	Monica Badillo	01/28/2011 05:37 PM	APRV

Form Started By: Griselda Salazar Started On: 01/25/2011 02:52 PM

Final Approval Date: 01/28/2011

WIRELESS DEVICE REQUEST FORM W.1.2

(1) Type of Request:

Wireless device: ☑ Data card ☐ Blackberry ☑ Other: VERIZON UNLIMITED MOBI

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

(2) Requesting employee: Pct #4/Office Use Employee ID# _____ Signature: _____

DEPARTMENT: Hidalgo County Pct #4 DEPT #: 124

Quantity: 2

Service: $ 37.99 /mo (x) 12 months = 911.76 Account: 1-1200-431-00-124-007-0-532

Service: $ 5.00 /mo (x) 12 months = 120.00 Account: 1-1200-431-00-124-007-0-532

Requisition Total: 1,031.76 **Requisition Number:** 1886062

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

Signature	Print Name	Date
Joseph Palacios	Joseph Palacios	01/25/2011

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

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ **SPRINT UNLIMITED DATACARD PLAN** -or-

☐ **SPRINT BE1000 + DATAPLAN**

☑ **OTHER:** VERIZON UNLIMITED MOBILE BROADBAND PLAN

Commissioner's Court Action: **Commissioner's Court Date:** 02/01/11

☐ **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: 01/21/2010

Requisition

Req # 00188662

PO #

Date: 01/21/11

Bill To: x
x

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

Ship To: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

Contact: MUNOZ JR
956-383-1112

Contract No: DIR-SDD-604

Special Instructions:
PCT. REQ. #0142

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIR-SDD-604 AS PER DIR-SDD-604 CATALOG PRICING DO NOT DUPLICATE ORDER		
12.00	MONTH	TWO (2) "NEW SERVICE" VERISON UNLIMITED MOBILE BROADBAND PLAN UNDER DIR-SDD-604 AS PER DIR-SDD-604 CATALOG PRICING OF $37.99 @ MONTH PLUS TAXES IF APPLICALBLE OF $5.00 FOR OFFICE USE.	85.98	1,031.76
		Account No	Encumbrance	
		1-1200-431-00-124-007-0-532	1,031.76	
			Freight	.00
			Total	1,031.76
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-25057 **16.A.**

Water/Sewer Improvements project - City of La Villa

CC REGULAR

Date:	02/01/2011
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 La Villa is requesting consideration and action to award and enter into a construction contract with The 5125 Company (lowest bidder meeting all specifications and/or requirements) for the Water/Sewer Improvements project. Total contract amount $628,500.00 utilizing Year 21 (2008) Precinct No. 1, Years 22 & 23 (2009 & 2010) City of La Villa Water/Sewer improvements funds and City of La Villa General funds. The project consists of improvements to the Water Treatment Plant located in the City of La Villa.

BACKGROUND

The City of La Villa has requested and received bids for the Water/Sewer improvements "Water Treatment Plant". Noe Garza Engineers, Inc. prepared the specification packages. Bids were received and opened at the Hidalgo County Purchasing Department on November 17, 2010. After review, the project engineer recommended The 5125 Company as the lowest of two (2) bidders. (See attached recommendation letter from the Noe Garza Engineers, Inc. and copy of the bid tabulation).

Contractor	The 5125 Company
Funds Available	$513,083.46 Years 22 & 23 (2009 & 2010) La Villa Water/Sewer Improvements
Precinct No. 1 funds	$100,000.00 Year 21 (2008) Pct. 1
City funds	$ 15,416.54
Contract Amount	$628,500.00

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County will utilize Year 21 (2008) Precinct #1 funds and Year 22 (2009) & Year 23 (2010) City of La Villa Water/Sewer improvement funds and City of La Villa General funds for the improvements to the Water Treatment Plant located in the City of La Villa.

Contract Amount: $628,500.00
Year 21 Pct. #1: $100,000.00

Year 22 & 23:	$513,083.46
City funds:	$ 15,416.54

Attachments

Link: Water/Sewer Project

Link: Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/28/2011 08:06 AM	APRV
2	Perla Lopez	Perla Lopez	01/28/2011 09:14 AM	APRV
3	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Estella Webber Started On: 01/27/2011 02:50 PM

Final Approval Date: 01/28/2011

Mayor
Hector Elizondo

Mayor Pro - Tem
Victor M. Garcia

City Administrator
Javier Rodriguez



Alderman
Pl. 2 David Alaniz

Alderman
Pl. 3 Mario Lopez

Alderman
Pl. 4 Edward Garcia

Alderman
Pl. 5 Joe Reyna

January 26, 2011

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

RE: letter

Dear Ms. Serna,

This letter shall serve to inform you that we concur with Noe Garza`s (city eng.) recommendation on the water and sewer project contract.
Since the amount of the contract exceeds the available funding please find a check for the Amount of **$15,416.54** to make up the difference.

Should you have any questions or concerns, please do not hesitate to contact me at your earliest convenience at 956-262-2122.

Sincerely,

Javier Rodriguez
City Manager

JAN 26 2011

P.O. Box 60 • La Villa, Texas 78562 • Office (956) 262-2122 • Fax (956) 262-2516
E-Mail: cityoflavilla_09@yahoo.com

NGE
NOE GARZA ENGINEERS, INC. NSPE • TSPE • TSA
208 WEST FERGUSON • UNIT 2 • PHARR, TEXAS 78577 (956) 783-1207
www.ngeinc.net FAX (956) 783-1209

MEMORANDUM

TO: The Honorable Hector Elizondo, Mayor
City of La Villa

FROM: Noe Garza, P.E.
City Engineer

DATE: January 20, 2011

SUBJECT: City of La Villa – Water/Sewer Plant Improvements
(Water Treatment Plant) 5008-91-0310-5000-9100
& 5009/10-45-0310-5000-4500-UCP-ML

On November 17, 2010, we received two bids for the above referenced project. Bids were as follows:

Bidder	BID NO. 1	BID NO. 2	BID NO. 3	TOTAL
Siemens	No Bid	No Bid	$35,809.00	$35,809.00
The 5125 Company	$98,500.00	$888,500.00	$180,000.00	$1,167,000.00

Therefore I recommend Bid No. 1 and Bid No. 2 (Partial*) be awarded to The 5125 Company of Mission, Hidalgo County, Texas.

*Partial Breakdown of Bid No 2 Award:

Item No. 1 – 1720E E&H Turbidity Meters W/ SC100 Controller.

Item No. 2 – 1EA 1720E E&H Turbidity Meters W/SC100 and 1EA CL 17 Residual Chlorine Analyzer.

Item No. 8 – Electrical Service Relocation.

Item No. 10 – 1 L.S. Electrical Switchgear, Panels, Transformers, Conduit, Wiring, Lighting including controls, all underground Ductbanks (including Concrete/Rebar, Conduit) and air conditioning for main building.

Item No. 11 – 1 L.S. Complete and working SCARDA system including Remote and Main Terminal units, instrumentation, including surface conduit, wiring, panels, rack construction, Alum Control and installation.

Total amount to be awarded to The 5125 Company is $628,500.00. If you should have any questions please contact my office at 956.783.1207.

cc: Urban County Program

THE 5125 COMPANY

HUB WBE MBE CERTIFIED UTILITY CONTRACTOR

1008 Doherty
Mission, TX 78572

Office: (956) 583-5125
Fax: (956) 585-1633
E-mail: pe5125@aol.com

January 26, 2011

City of La Villa/Hidalgo UCP
C/o Noe Garza Engineers
916 N. Mike Chapa Drive
La Villa, Texas 78562

Re: City of La Villa - Water / Sewer Improvements to Water Treatment Plant
Project No. 5008-91-0310-5000-9100 & 5009/10-45-0310-5000-4500-UCP-ML

To Whom It May Concern:

We greatly appreciate your consideration of our bid for construction services on the project referenced above. Although the project bid more than 60 days ago we would like to assure the City of La Villa and the Hidalgo County Urban County Program that our original bid prices are still valid. If awarded the contract, we will honor the bid prices originally submitted on November 17, 2010.

Respectfully,

Pat Espericueta

President

Serving you is our Business!!!

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM

BID OPENING DATE: November 17, 2010 | BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: City of La Villa Water/Sewer Improvements to Water Treatment Plant

BID NO: 5008-91-0310-5000-9100 &
5009/10-45-0310-5000-4500-UCP-ML
(NO ADDENDUMS REQUIRED)

PROCUREMENT SPECIALIST:

RFB NO.	Name of Company	Total Price	Bid Bond/ Cashier's Check Included
1.	The 5125 Company	$1,167,000.00	Bid Bond Included
2.	Siemens Water Technologies	$35,809.00 ONLY Item # 15 ONLY submitted/included	Bid Bond Included
3.			
4.			
5.			
6.			
7.			

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

NOE GARZA ENGINEERS, INC.
BID TABULATION

PROJECT: CITY OF LA VILLA - WATER/SEWER IMPROVEMENTS (WATER TREATMENT PLANT) BID TIME: 9:30 A.M.
5008-91-0310-5000-9100 & 5009/10-45-0310-5000-4500-UCP-ML BID DATE: NOVEMBER 17, 2010

DESCRIPTION	UNIT	ESTIMATE QUANTITY	BIDDER *THE 5125 COMPANY*		BIDDER *SIEMENS WATER*	
			UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
BID NO. 1						
1. 1720E E&H TURBIDITY METERS W/SC100 CONTROLLER	EACH	11	$ 7,500.00	$ 82,500.00	[redacted]	
2. 1EA 1720E E&H TURBIDITY METERS W/SC100	L.S.	1	$ 16,000.00	$ 16,000.00		
AND 1EA CL 17 RESIDUAL CHLORINE ANALYZER..						
GRAND TOTAL FOR BID NO. 1				**$ 98,500.00**		
BID NO. 2						
3. COMPLETE IN PLACE RADIO CONTROL LEVEL	EACH	1	$ 80,000.00	$ 80,000.00		
4. 8" SITRANS MAGFLOW 5000 FLOW METER...	EACH	1	$ 10,000.00	$ 10,000.00		
5. 6" SITRANS MAGFLOW 5000 FLOW METER...	EACH	3	$ 9,500.00	$ 28,500.00		
6. 12" SITRANS MAGFLOW 5000 FLOW METER...	EACH	1	$ 15,000.00	$ 15,000.00		
7. 10" SITRANS MAGFLOW 5000 FLOW METER...	EACH	1	$ 12,500.00	$ 12,500.00		
8. ELECTRICAL SERVICE RELOCATION	L.S.	1	$ 80,000.00	$ 80,000.00		
9. AEP FEES ALLOWANCE	L.S.	1	$ 7,500.00	$ 7,500.00		
10. ELECTRICAL SWITCHGEAR, PANELS,	L.S.	1	$ 300,000.00	$ 300,000.00		
TRANSFORMERS, CONDUIT, WIRING...						
11. COMPELTE & WORKING SCADA SYSTEM...	L.S.	1	$ 150,000.00	$ 150,000.00		
12. 75 GMP SUBMERSIBLE PUMP INSTALL...	EACH	1	$ 25,000.00	$ 25,000.00		
13. 12" VALVES AT FILTER GALLERY	EACH	11	$ 10,000.00	$ 110,000.00		
14. RESERVOIR RAW WATER PUMPS 30 HP	EACH	2	$ 35,000.00	$ 70,000.00		
GRAND TOTAL FOR BID NO. 2				**$ 888,500.00**		
BID NO. 3						
15. CHLORINE DIOXIDE	L.S.	1	$ 180,000.00	$ 180,000.00	$ 35,809.00	$ 35,809.00
GRAND TOTAL FOR BID NO. 3				**$ 180,000.00**		**$ 35,809.00**
GRAND TOTAL				**$ 1,167,000.00**		**$ 71,618.00**

Monica Leal

From: Oscar Garza [oscarg.garza@co.hidalgo.tx.us]
Sent: Thursday, January 13, 2011 8:31 AM
To: 'Lydia Rodriguez'
Cc: 'Noe Garza P. E.'; 'Mary Leal'; 'Antonio Barco'; 'Monica Leal'
Subject: RE: City of La Villa Water/Sewer Improvements (Water Treatment Plant)

As per our previous meeting please proceed with request and also be advised that on page (2) of your spec. book(Legal Notice) item 3 (a) Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements. Recommendation is to place on CC for approval to award.

Should you have any further questions and/or concerns please let me know.

Thank you and have a great day!

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

-----Original Message-----
From: Lydia Rodriguez [mailto:lydia.rodriguez@ngeinc.net]
Sent: Wednesday, January 12, 2011 4:48 PM
To: oscarg.garza@co.hidalgo.tx.us
Cc: Noe Garza P. E.; Mary Leal; Antonio Barco
Subject: City of La Villa Water/Sewer Improvements (Water Treatment Plant)
Importance: High

Mr. Garza:

The City of La Villa Water/Sewer Improvements (Water Treatment Plant) project was advertised a couple of times. Each time bids received were over budget. Therefore, in the last advertisement, we had each item as an alternate to insure items that needed to be constructed to meet TCEQ requirements had priority. Items that I recommend for award are as follows:

1. 1720E E&H Turbidity Metes W/ SC100 Controller 2. 1EA 1720E E&H Turbidity Meters W/SC100 and 1EA CL 17 Residual Chlorine Analyzer 8. Electrical Service Relocation 10. Electrical Switchgear, Panels, Transformers, Conduit, Wiring… 11. Complete & Working Scada System.

City of La Villa took action and decided to provide the extra monies for award. We recommend contract be awarded to The 5125 Company of Mission, Texas, in the amount of $628,500.00, which $15,500.00 is the extra the City will be responsible for.

Once again these items need to be construction in order to meet TCEQ's requirement for operation of the plant. If you should have any questions or need any additional information please contact our office at 956.783.1207.

Sincerely,

Lydia Rodriguez
Office Administrator

Noe Garza Engineers, Inc.
208 West Ferguson, Unit 2
Pharr, Texas 78577
956.783.1207
956.783.1209 fax
www.ngeinc.net

"Lord grant me the serenity to accept the things I cannot change, the courage to change the things I can and the wisdom to know the difference!"

Fifteen Thousand Four Hundred Sixteen and 54/100********** DOLLARS

Security fe

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

AUTHORIZED SIGNATURE

MEMO City's portion of Water & Sewer Contract 2010

⑈005713⑈ ⑆114921415⑆ ⑈050 170 0⑈

CITY OF LA VILLA

5713

Hidalgo County Urban County Program 1/26/2011

City's portion of Water & Sewer Contract 2010 15,416.54

Cash - FNB Gen Fund City's portion of Water & Sewer Contract 2010 15,416.54

CONSTRUCTION CONTRACT

This Agreement, entered into this **1st** day of **February 2011** by and between **HIDALGO COUNTY URBAN COUNTY PROGRAM,** joined by **City of La Villa** (hereinafter called the "OWNER", acting herein through its **COUNTY JUDGE**, and **The 5125 Company** , a corporation) of Mission, State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

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

PROJECT NAME: **City of La Villa – Water/Sewer Improvements**
PROJECT #: **5008-91-0310-5000-9100 & 5009/10-45-0310-5000-4500-UCP-ML**
PROJECT DESCRIPTION: **"Improvements to Water Treatment Plant."**

hereinafter called the project, for the sum of (**$628,500.00) six hundred twenty eight thousand five hundred dollars and no centsFifty eight thousand eight hundred and seventy eight dollars,** and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **Noe Garza Engineers, Inc.** entitled the Engineer, and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within **180** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **$ 400.00** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

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

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

_____
Contractor

Name of Firm: The 5125 Company

Address: 1008 Doherty Avenue
Mission, TX 78572

Fed. I.D. #/S.S. 74-2507983

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

This instrument was acknowledged before me on this the __ day of _____, 20_____,

by _____, _____ of and on behalf of _____ .
(title) (a corporation) (a partnership) (an individual)

_____
Notary Public - Signature

WITNESS:

URBAN COUNTY PROGRAM

_____

_____
Diana R. Serna
Urban County Director

AI-25054 **16.B.**

Solar lights project - City of Edcouch

CC REGULAR

Date:	02/01/2011
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Monica Leal
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

1. Rescind action taken by County Commissioners' Court on January 25, 2011 authorizing to purchase and install solar lights for the Edcouch baseball park from Facility Solutions Group, utilizing UCP FY 22 (2009) Parks, Recreational Facilities line item. (AI - 24882, 12.A.)

2. 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 23 (2010) Parks, Recreational Facilities line item.

BACKGROUND

The purchase of 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 23 (2010) Parks, Recreational Facilities

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County Year 23 (2010) Parks, Recreational Facilities will be utilized for the purchase and installation of solar lights for the Edcouch Baseball Park.

Attachments

Link: park project

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Budget & Management	Erika Zamora	01/27/2011 04:21 PM	APRV
2	Perla Lopez	Perla Lopez	01/28/2011 09:06 AM	APRV
3	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Estella Webber Started On: 01/27/2011 02:04 PM

Final Approval Date: 01/28/2011

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: 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:	$

JAN 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 group

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

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

JUN 11 2011

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

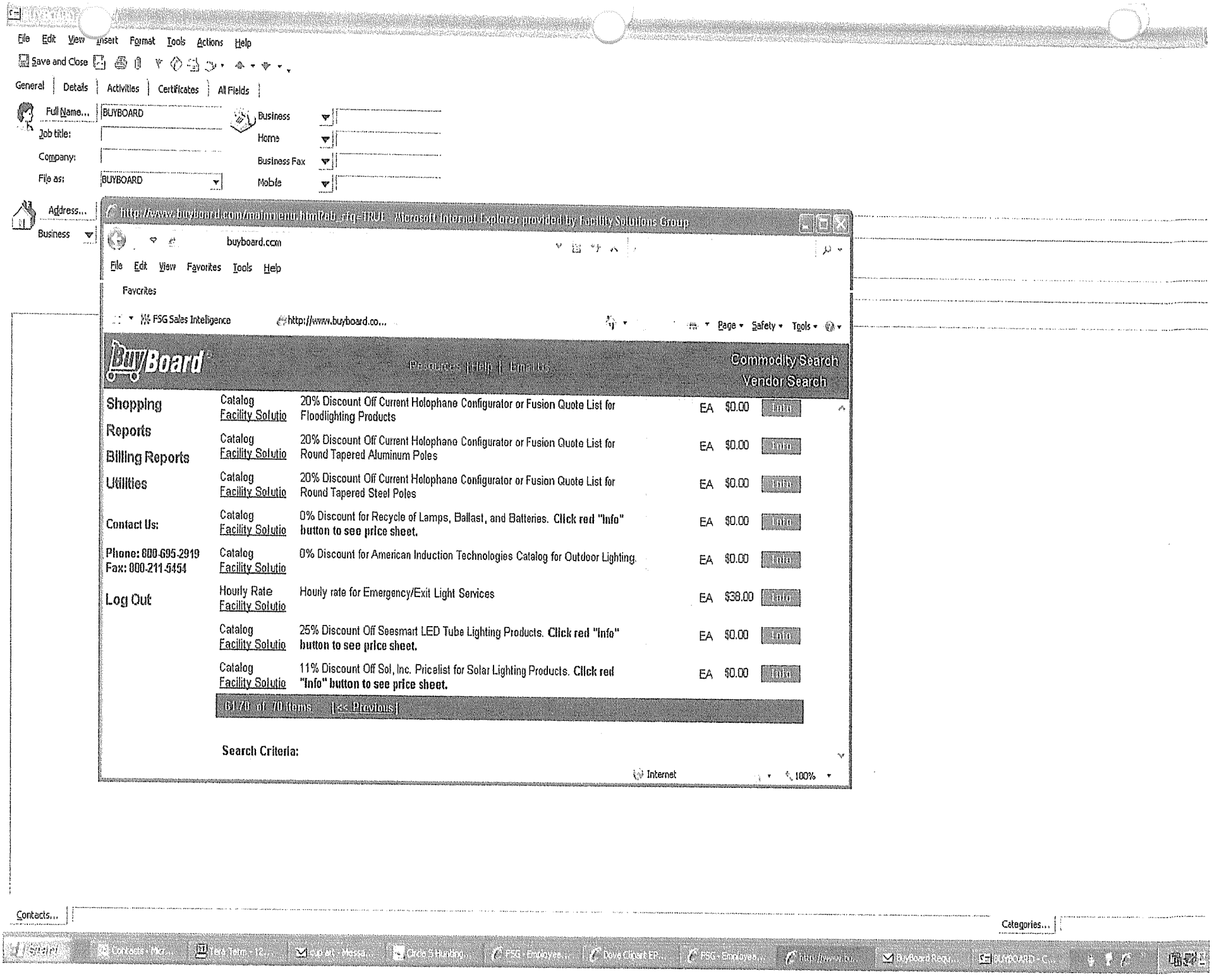
13 Square Foot Price for Energy Audits — EA

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:
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Billing Reports
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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 EA $0.00 Info
Catalog Facility Solutio 20% Discount Off Current Holophane Configurator or Fusion Quote List for Round Tapered Aluminum Poles EA $0.00 Info
Catalog Facility Solutio 20% Discount Off Current Holophane Configurator or Fusion Quote List for Round Tapered Steel Poles EA $0.00 Info
Catalog Facility Solutio 0% Discount for Recycle of Lamps, Ballast, and Batteries. Click red "Info" button to see price sheet. EA $0.00 Info
Catalog Facility Solutio 0% Discount for American Induction Technologies Catalog for Outdoor Lighting. EA $0.00 Info
Hourly Rate Facility Solutio Hourly rate for Emergency/Exit Light Services EA $38.00 Info
Catalog Facility Solutio 25% Discount Off Seesmart LED Tube Lighting Products. Click red "Info" button to see price sheet. EA $0.00 Info
Catalog Facility Solutio 11% Discount Off Sol, Inc. Pricelist for Solar Lighting Products. Click red "Info" button to see price sheet. EA $0.00 Info
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-25028 **16.C.**

Drainage Improvements project - Pct. #2

CC REGULAR

Date:	02/01/2011
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Ester Gonzalez
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Consideration and Approval of the Resolution of the Commissioners' Court of the County of Hidalgo, Texas regarding funding from the Texas Department of Rural Affairs Disaster Recovery Program (TDRA-DR) in the amount of $600,000.00 and additional funding committed by Hidalgo County Precinct No. 2 in the amount of $535,408.39 for a total of $1,135,408.39 to be used towards drainage improvements for the project known as Minnesota Drainage Project.

BACKGROUND

The Urban County Program has been coordinating with Hidalgo County Precinct No. 2 in an effort to submit an amendment request to TDRA to amend contract DRS010068 and incorporate the $600,000.00 relinquished by the City of San Juan (a request approved by the Texas Department of Rural Affairs and the Lower Rio Grande Development Council) to Hidalgo County which will allow the County to make regional drainage improvements to an area where the City intended to apply the state awarded funds (area along and around Minnesota Rd.).

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1342-431-00-122-058-0-XXX

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

BUDGETARY IMPACT:

Urban County TDRA-DR funds and Precinct #2 C.O. 2010 A&B funds will be utilized for the Minnesota Drainage Project.
TDRA-DR funds: $600,000.00
Pct. #2 funds: $535,408.39

Available funds in C.O. 2010 A&B Pct. #2 Minnesota Drainage as of 1/28/11; pending carryover.

Attachments

Link: Resolution (Drainage Project)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Budget & Management	Angela Garcia	01/27/2011 07:36 AM	APRV
2	Perla Lopez	Perla Lopez	01/28/2011 03:12 PM	APRV
3	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Estella Webber Started On: 01/26/2011 03:25 PM

Final Approval Date: 01/28/2011

RESOLUTION

A Resolution of the Commissioner's Court of the County of Hidalgo, Texas, regarding funding in the amount of $600,000.00 from the Texas Department of Rural Affairs Disaster Recovery (TDRA-DR) Program.

WHEREAS, the County of Hidalgo's Precinct No. 2 desires to participate in the State of Texas Plan for Disaster Recovery Round One, as funded by the U.S. Department of Housing and Urban Development (HUD), and commit an amount of **$535,408.39** of Precinct No. 2 CO2010 Series A & B Funds.

WHEREAS, it is in the best interest of the community to combine funding committed by Hidalgo County Precinct No. 2 **($535,408.39)** and the Texas Department of Rural Affairs Disaster Recovery Program **($600,000.00)** for the completion of the project known as the Minnesota Drain Project. The total funding to be committed towards the drainage improvements is **$1,135,408.39**; and

WHEREAS, the County of Hidalgo, in conjunction with state awarded funding provided by the Texas Department of Rural Affairs Disaster Recovery Program will allow the County 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, (please see **Exhibit "A"** for project description, performance statement and statement of probable cost)

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSIONER'S COURT OF THE COUNTY OF HIDALGO, TEXAS:

That Hidalgo County's Precinct No. 2 has committed funding in the amount of **$535,408.39** with the intent to address regional drainage improvements for the above referenced geographic area.

APPLICATION APPROVED THIS _____ DAY OF FEBRUARY, 2011.

_____
Honorable Ramon Garcia
Hidalgo County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk
Hidalgo County, Texas

R. Gutierrez Engineering Corporation – Firm 486

January 14, 2011

Tony Barco
Compliance Division Manager
Urban County Program
1916 Tesoro Boulevard
Pharr, TX 78577

RE: Minnesota Drain Project – Revised Cost Estimate

Dear Mr. Barco:

Attached is a revised cost estimate for the Minnesota Drain project. This revision is based on the comments received at the meeting held yesterday. Please be advised that without detention ponds, the ditch will not handle a 2-year design frequency storm. This means that during storms of less than 2-year design frequency, water may back up into the subdivisions and low lying areas serviced by this ditch.

If you require additional information, please do not hesitate to call me. I can be reached at my office at 956-782-2557 or on my cell phone at 956-227-2154.

Sincerely,

Ramiro Gutierrez, P.E.
President

cc: Files

attach

130 E Park – Pharr, TX 78577 – Tel: 956-782-2557 – Fax: 956-782-2558 – E-mail: rgutierrez@rgutierrezengineering.com

EXHIBIT A

CONTRACT NO. DRS010165

PERFORMANCE STATEMENT

City of San Juan

Grantee shall carry out the following activities in the target area identified in its 2008 Texas CDBG Disaster Recovery Supplemental Grant application to aid areas most impacted and distressed by Hurricanes Ike or Dolly. The persons to benefit from the activities described in this Performance Statement must be receiving service or a benefit from the use of the new or improved facilities and activities for the contract obligations to be fulfilled. Grantee shall ensure that the amount of funds expended for each activity described does not exceed the amount specified for such activity in Exhibit B, Budget.

As a result of Hurricane Dolly on July 23, 2008, the city sustained flooding that resulted in drainage infrastructure failure. The existing storm sewer infrastructure failed to function because the current system was unable to convey the volume of water generated during Hurricane Dolly. The failure of the drainage system to function threatened the public health, safety, and welfare of all served by this facility due to flooding. The city is in need of adequately-sized drainage infrastructure to reduce flooding.

Flood and Drainage Facilities-5

Grantee shall furnish and install one hundred thirty eight linear feet (138 LF) of 3'x3' concrete box culvert, one hundred fifty six linear feet (156 LF) of 7'x5' concrete box culvert, one hundred fifty six linear feet (156 LF) of 7'x6' concrete box culvert, two thousand seven hundred fourteen linear feet (2,714 LF) of 42" diameter reinforced concrete pipe culvert, four hundred forty eight linear feet (448 LF) of 36" diameter concrete pipe culvert, six hundred nineteen linear feet (619 LF) of 30" diameter concrete pipe culvert, six hundred two linear feet (602 LF) of 24" diameter concrete pipe culvert, three hundred ninety two linear feet (392 LF) of 18" diameter concrete pipe culvert, four each (4 EA) manholes, eleven each (11 EA) grate inlets, seventy seven cubic yards (77 CY) of concrete riprap, five each (5 EA) concrete wingwalls, and excavate/fill eighty five thousand three hundred fourteen cubic yards (85,314 CY) of earthwork. Grantee shall perform street repairs, make utility adjustments, and perform site work associated with construction. Construction shall take place at the following locations:

On Jenica Circle at culdesac on southwest of Primavera No. 2 Subdivision
At Sunset Drive at cul-de-sac
Along Minnesota Road south roadside ditch in front of Primavera No. 2 Subdivision
Along easement west of Primavera No. 2 Subdivision
Across Minnesota Road
Along existing ditch north of Minnesota Road and east of Aldamas Subdivisions
Along existing ditch north of Primavera No. 1 Subdivision running east to existing outfall ditch

Deleted: one (1) headwall at main ditch, two thousand nine hundred linear feet (2,900 l.f.) of fifty-four inch (54 in.) diameter reinforced concrete pipe (RCP), one thousand six hundred fifty linear feet (1,650 l.f.) of forty-eight inch (48 in.) diameter RCP, one thousand four hundred linear feet (1,400 l.f.) of forty-two inch (42 in.) diameter RCP, four hundred linear feet (400 l.f.) of twenty-four inch (24 in.) diameter RCP, seven (7) manholes (Type M), and eight (8) drainage inlets

Deleted: STREET

Deleted: FROM

Deleted: TO

Deleted: Sunset Drive

Deleted: end of cul-de-sac

Deleted: collector (new easement)

Deleted: Jenica Street

Deleted: curb inlet on Jenica Street

Deleted: collector south of Earling Road

Deleted: Jesenia Street

Deleted: 41st Street

Deleted: collector south of Earling Road

Deleted: 41st Street

Deleted: Jesenia Street

Deleted: Jenica Street

Proposed improvements will increase the capacity of the existing storm sewer, existing drain ditch and reduce flooding.

These activities shall benefit six hundred ninety-three (693) persons, of which six hundred twenty-four (624), or eighty-nine percent (89%), are of low to moderate income.

Deleted: Jenica Circle West
Deleted: Jenica Circle
Deleted: Jacobo Street
Deleted: Jacobo Street
Deleted: Jenica Circle West
Deleted: Jenica Circle East
Deleted: Jenica Circle East
Deleted: Jacobo Street
Deleted: Jenica Circle

Acquisitions-24

Grantee shall acquire real property as needed to accommodate drainage improvements. Grantee shall carry out all acquisitions of needed real property, easements, and/or rights-of-way in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 *et seq.)* and HUD implementing regulations (24 CFR Part 42).

Engineering-3 0

Grantee shall ensure the amount of TDRA funds expended for all eligible project-related engineering services, including preliminary and final design plans and specifications, all interim and final inspections, and all special services, does not exceed the amount specified for engineering in Exhibit B, Budget.

Planning I Project Delivery-33

Grantee shall ensure the amount of TDRA funds expended for all eligible project-related "planning / project delivery" administration activities, including the required annual program compliance and fiscal audit, does not exceed the amount specified for Planning / Project Delivery in Exhibit B, Budget.

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.

Mayor: Pedro Contreras
Mayor Pro-Tem: Lupe Rodríguez
Commissioners: Robert (Bob) Garza
Armando Garza, Jr.
Eddie Suarez

September 21, 2010

Esmeralda R. Sánchez
Texas Department of Rural Affairs
Disaster Recovery Division
Weslaco Field Office
P. O. Box 418
Weslaco, TX 78599

TEXAS DEPARTMENT OF RURAL AFFAIRS
RECEIVED
SEP 21 2010
DISASTER RECOVERY
DIVISION
WESLACO, TEXAS

RE: TXCDBG Contract No. DRS010165

Dear Ms. Sánchez:

This correspondence is to notify you that the City of San Juan, through its Mayor and Commissioners, has opted to cede the funding commitment of $600,000 from the Texas Department of Rural Affairs, pursuant to the above contract, to the County of Hidalgo. The City's intent is to partner with the County to address regional drainage improvements for the same geographic area where the City intended to apply the state awarded funds; more specifically in the area along and around Minnesota Road.

The City has entered into an Inter-local Agreement with the County delineating the scope and schedule for the project and to insure that ultimately the target population is properly served by these improvements. Please refer to the attached copy of the Agreement for further details.

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

Sincerely,

Juan J. Rodriguez
City Manager

c: Commissioner Hector "Tito" Palacios, Hidalgo County Precinct No. 2
Ken N. Jones, Jr., Executive Director, Lower Rio Grande Valley Development Council
Diana Serna, Director, Hidalgo County Urban County Program
Mayor and Commissioners

Lower Rio Grande Valley Development Council

Mayor Chris Boswell, Harlingen ..... President
Mayor Pro-Tem Alvin Samano, Member-at-Large ..... 1st Vice-President
Hon. Norma G. Garcia, Hidalgo County ..... 2nd Vice-President
Mayor Pro-Tem Eddy Gonzalez, Edcouch ..... Secretary
Commissioner Edward Camarillo, Brownsville ..... Treasurer
Commissioner John Ingram, McAllen ..... Immediate Past President

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Commissioner, Cameron County

Hector "Tito" Palacios
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Council Member, Edinburg

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Joel Quintanilla
Mayor, Mercedes

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Council Member, Mission

Leo "Polo" Palacios, Jr.
Mayor, Pharr

Orlando Correa
Mayor, Raymondville

Celeste Sanchez
Commissioner, San Benito

Lupe Rodriguez
Mayor Pro-Tem, San Juan

Robert J. Garza
Commissioner, Weslaco

Dr. Cesar Maldonado
TSTC, Harlingen

Roberto Loredo
Donna I.S.D.

Gale Armstrong
El Jardin Water Supply

Michael G. Wilson
Willacy Navigation District

Don Medina
Member-at-Large

Arturo Ramirez
Grassroots Organizations

EXECUTIVE DIRECTOR
Kenneth N. Jones, Jr.

October 08, 2010

Honorable Pedro Contreras
City of San Juan
709 S. Nebraska Ave.
San Juan, TX 78589

RE: TDRA contract DRS010165

Dear Mayor Contreras:

The Lower Rio Grande Valley Development Council fully supports and encourages the City of San Juan's efforts to coordinate with Hidalgo County for the Phase I Disaster Recovery award of $600,000. The LRGVDC understands that these funds will still be used for drainage improvements which are service most needed in the Region.

If you have any other questions or need additional information please do not hesitate to call me.

Sincerely,

Kenneth N. Jones, Jr.
Executive Director

Cc: J.J. Rodriguez, City Manager

TEXAS DEPARTMENT OF RURAL AFFAIRS
RECEIVED
OCT 08 2010
DISASTER RECOVERY
DIVISION
WESLACO, TEXAS

AI-24990 **16.D.**

Housing Rehab Program contracts

CC REGULAR

Date:	02/01/2011
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Irene Montoya
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program is requesting the award of bids and approval of contracts for the demolition and reconstruction of the following:

1. (2) Two units in the Countywide area in the amount of $104,200.00 to Gamboa Construction.
2. (1) One unit in the City of La Villa in the amount of $42,435.00 to G & G Contractors.

BACKGROUND

The applicants were approved to receive assistance under the Owner-Occupied Housing Rehabilitation Program by the County Commissioners' Court on October 12, 2010. Bids were received and opened at the Hidalgo County Purchasing Department on Wednesday, January 19, 2011.

Fiscal Impact

Attachments

Link: bid tabs

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/25/2011 03:23 PM	APRV
2	Perla Lopez	Perla Lopez	01/27/2011 08:41 AM	APRV
3	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Estella Webber — Started On: 01/25/2011 01:41 PM

Final Approval Date: 01/28/2011

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPT NAME: COUNTY OF HIDALGO URBAN COUNTY PROGRAM

Bid Opening Date: January 19, 2011 Bid Opening Time: 9:30 am

Description of Bid: Two (2) Units in the County Wide Area and One (1) Unit in the City of La Villa

GRANT#: M-07-UC-48-0501

GAMBOA CONSTRUCTION

	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	P. BRADLEY	$51,900.00	BB INCLUDED
2	M. GARCIA	$47,900.00	BB INCLUDED
3	M. SANCHEZ	$52,300.00	BB INCLUDED

QUALITY INVESTMENTS

	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	P. BRADLEY	NO BID	N/A
2	M. GARCIA	$43,332.00	CC INCLUDED
3	M. SANCHEZ	NO BID	N/A

DE LEON CONSTRUCTION

	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	P. BRADLEY	$56,000.00	BB INCLUDED
2	M. GARCIA	$44,000.00	BB INCLUDED
3	M. SANCHEZ	$56,000.00	BB INCLUDED

G & G CONTRACTORS

	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	P. BRADLEY	$53,270.00	BB INCLUDED
2	M. GARCIA	$42,435.00	BB INCLUDED
3	M. SANCHEZ	$52,780.00	BB INCLUDED

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

AI-25026 **16.E.**

Permit - Drainage Improvements project

CC REGULAR

Date:	02/01/2011
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Ester Gonzalez
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Consideration and Approval to submit an application to the United States International Boundary and Water Commission (USIBWC) by Dos Logistics Inc. to obtain a license for construction, operation and maintenance of drainage works for the TDRA-DR project known as Delta Area Outfall Drainage Improvements Project.

BACKGROUND

The Urban County Program has been coordinating with Dos Logistics Inc. in an effort to obtain a license for construction from USIBWC for the Delta Area Outfall Drainage Improvements Project. Permit applications submitted to USIBWC for license to construct, operate, and maintain a drainage structure(s) through, upon, or across a levee or other works operated and maintained by the United States Section cannot be considered and approved by the US Section without prior approval and recommendation from local County authorities designated by the County Commissioners' Court for such purpose.

Fiscal Impact

Attachments

Link: project

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	01/27/2011 07:34 AM	APRV
2	Perla Lopez	Perla Lopez	01/27/2011 09:13 AM	APRV
3	Auditor's Office		01/28/2011 05:37 PM	NEW
Form Started By: Estella Webber			Started On: 01/26/2011 03:08 PM	
Final Approval Date: 01/28/2011				

INTERNATIONAL BOUNDARY AND WATER COMMISSION
UNITED STATES AND MEXICO
UNITED STATES SECTION
325 GOLF COURSE ROAD
MERCEDES, TEXAS 78570

EXHIBIT "E": APPROVAL AND RECOMMENDATION OF LOCAL AUTHORITY

The requested license for construction, operation and maintenance of the following drainage works: DELTA AREA OUTFALL DRAINAGE IMPROVEMENTS PROJECT

has been fully reviewed by the undersigned.

The proposed license, which would permit a discharge of a maximum volume of drainage to be contributed to the floodway system through said structure(s), estimated to be 850 / 25 yrs c.f.s., is hereby approved and it is recommended that the said license be granted by the United States Section, International Boundary and Water Commission.

HIDALGO **COUNTY**

JANUARY 18, 2011
(DATE)

BY: DOS LOGISTICS, INC. / LUIS J NAVA, P.E.

INSTRUCTIONS TO APPLICANT: Your application for license to construct, operate, and maintain a drainage structure or structures through, upon, or across the levee or other works operated and maintained by the United States Section cannot be considered and approved by the United States Section without prior approval and recommendation of the local County authorities designated by the County Commissioners' Court for such purpose. The form of license with this Exhibit attached must be submitted to

---

of HIDALGO County for review and completion before it is submitted to the United States Section for final action.

IBWC
5/4/72
(9/95)

Urban County Program

1916 Tesoro Blvd. • Pharr, Texas 78577 • Phone: (956) 787-8127 • Fax: (956) 787-5291 • ucp@ucp.co.hidalgo.tx.us

January 10, 2011

Saul Barrera
License and Lease Manager
USIBWC
325 Golf Course Road
Mercedes, Texas 78570

RE: USIBWC Permit for Delta Area Outfall Drainage Improvements Project
Texas Department of Rural Affairs Disaster Recovery (DRS010068)

Dear Mr. Barrera,

The purpose of this letter is to formally request a USIBWC Permit for the Delta Area Outfall Drainage Improvements Project. Hidalgo County – Texas Department of Rural Affairs Disaster Recovery Division has reviewed the entire requirement and determined that it has completed all requirements set forward by the United States International Boundary & Water Commission.

This project consist of construction for a 10'x10' box culverts, gatewell structure with sluice gate through the USIBWC North Floodway levee, and an auxiliary pumping system which includes all its apparatus. The bridge will remain in place by adding concrete rip rap and headwall to protect the structure and improve conveyance.

Enclosed with this letter are copies of correspondence from various state and federal agencies, concurring with the proposed work. Hidalgo County – Texas Department of Rural Affairs Disaster Recovery Division appreciates Board staff's assistance during the permitting process. Please feel free to contact Antonio Barco, Deputy Director or Program Coordinator, Ester Gonzalez at (956)787-8127 should you have any questions or need any additional information.

Respectfully,

Diana R. Serna
Executive Director

enclosures

Equal Housing Opportunity
Equal Employment Opportunity Employer

AI-25029 **17.A.**

Planning Department

CC REGULAR

Date:	02/01/2011
Submitted By:	Nora Cavazos, PLANNING DEPT.
Submitted For:	Raul Sesin
Department:	PLANNING DEPT.
Agenda Category:	Planning Department

Information

CAPTION

Discussion and Possible Action on new policy for OSSF Financial Guarantee amount.

BACKGROUND

Fiscal Impact

Attachments

Link: Policy of OSSF Escrow Account

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	01/27/2011 07:39 AM	APRV
2	Olga Garza	Olga Garza	01/27/2011 09:15 AM	APRV
3	Auditor's Office		01/28/2011 05:37 PM	NEW
Form Started By: Nora Cavazos			Started On: 01/26/2011 03:33 PM	
Final Approval Date: 01/28/2011				

PLANNING DEPARTMENT
County Of Hidalgo

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

MEMORANDUM

To: Hidalgo County Commissioners' Court

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

Date: January 25, 2011

Via: E-mail

Re: Policy of OSSF Escrow Account

C: T.J. Arredondo, Planning Supervisor
Eduardo Olivarez, C.A.O., Health and Human Services

After discussions with the Environmental Health Department, both departments have arrived at a minimum amount of $1,500 to be required per On-Site Sewage System as a financial guarantee for the installation of said systems. This financial guarantee can either be in the form of a letter of credit from a financial institution or a cash bond. In the event a cash bond is submitted to the County, an escrow account shall be created, with the funds to be held until the OSSF's are installed by developer as per the Model Subdivision Rules. In a similar manner, the County shall hold the letter of credit until the developer has shown proof of the installation of OSSF systems.

If a developer fails to install the OSSF's in a residential subdivision, the County would utilize the escrow account or follow the procedures as outlined in our subdivision rules to request a draw of the funds in the letter of credit to install the systems. Therefore, both the Health Department and Planning Department feel that this is a reasonable amount to cover all costs incurred by the County associated with installation of septic systems, if the developer fails to comply with his/her obligations.

You may contact me at (956) 318-2840 with any questions regarding this matter.

Thank You.

*** * * END OF MEMORANDUM * * ***

AI-24992 **18.A.**

Additional Right of Way - Black Street & Adam Street

CC REGULAR

Date:	02/01/2011
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Commissioner Quintanilla
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Precinct #1

Information

CAPTION

Authorization for surveys, metes & bounds, title reports, appraisals and possible acquisition of additional right of way on Black Street and Adam Street.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-121-005-0-711

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

BUDGETARY IMPACT:

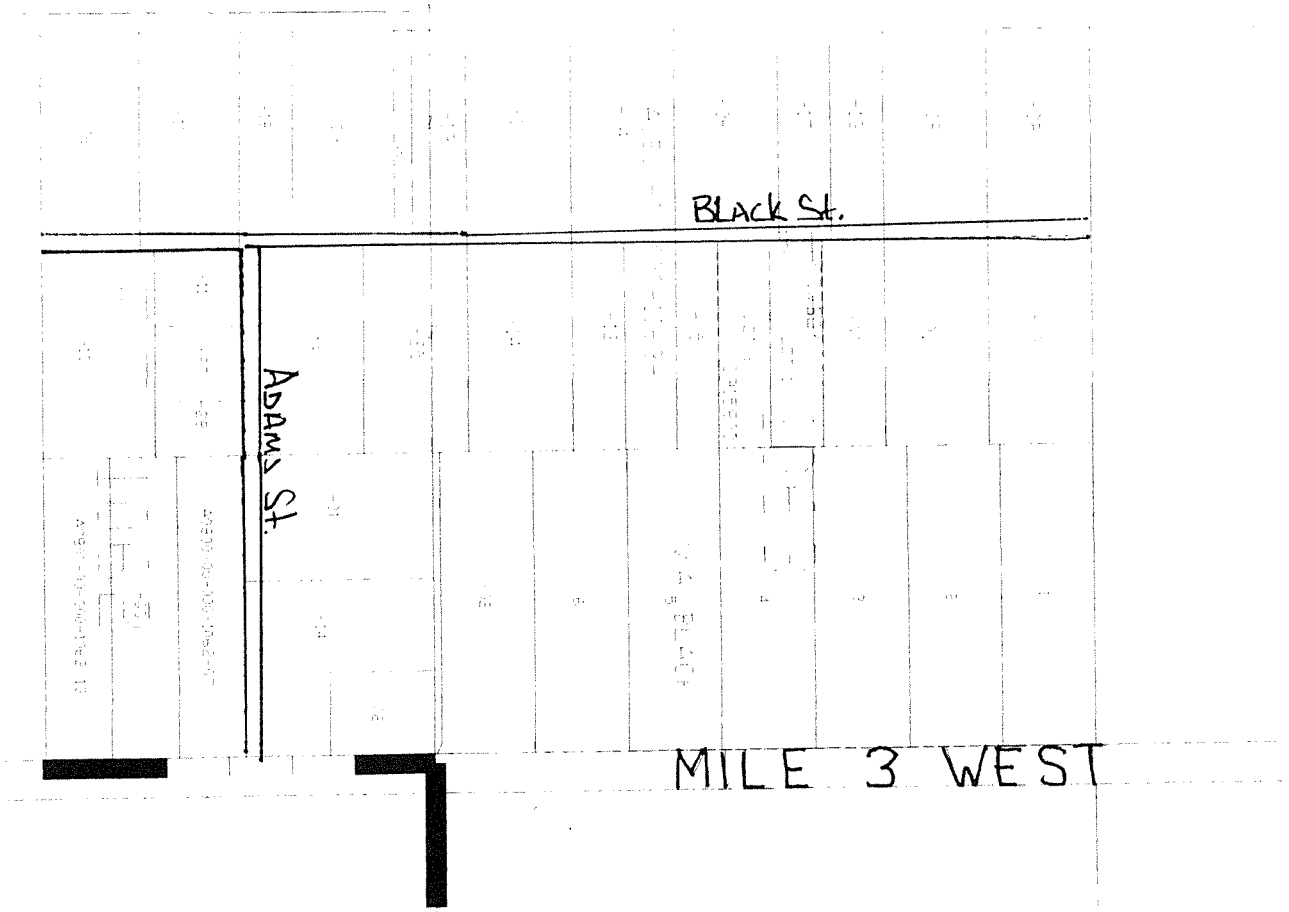
Pending Line Item Transfer (Refer to AI 25041).

Attachments

Link: Plat

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	01/26/2011 10:50 AM	APRV
2	Olga Garza	Olga Garza	01/28/2011 01:53 PM	APRV
3	Auditor's Office		01/28/2011 05:37 PM	NEW
Form Started By: Sandra Garcia			Started On: 01/25/2011 02:03 PM	
Final Approval Date: 01/28/2011				


BLACK St.
ADAMS St.
MILE 3 WEST

AI-25081 **19.A.**

Recognition to personnel for dedicated service to Hidalgo County.

CC REGULAR

Date:	02/01/2011
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Precinct #2

Information

CAPTION

Recognition and Appreciation of personnel for their dedicated service to Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/28/2011 03:19 PM	APRV
2	Roland Garcia	Rolando Garcia	01/28/2011 03:37 PM	APRV
3	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Yolanda Cisneros — Started On: 01/28/2011 03:04 PM

Final Approval Date: 01/28/2011

AI-25082 **20.A.**

Appointment/reappointment of member to the Hidalgo County Regional Mobility Authority

CC REGULAR

Date:	02/01/2011
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Submitted For:	Comm. Flores
Department:	EXECUTIVE OFFICE
Agenda Category:	Precinct #3

Information

CAPTION

Appointment/reappointment of member to the Hidalgo County Regional Mobility Authority.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/28/2011 03:20 PM	APRV
2	Perla Lopez	Perla Lopez	01/28/2011 03:34 PM	APRV
3	Auditor's Office		01/28/2011 05:37 PM	NEW
Form Started By: Monica Badillo			Started On: 01/28/2011 03:08 PM	
Final Approval Date: 01/28/2011				

AI-24972 **21.A.**

AFA - Safe Routes to School Project

CC REGULAR

Date: 02/01/2011
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Precinct #4

Information

CAPTION

1. Discussion, consideration, and approval of Advance Funding Agreements between the State of Texas, acting by and through the Texas Department of Transportation, and the County of Hidalgo for the following Safe Routes to School Program projects to construct sidewalks, redesign crosswalks, and install bicycle racks with authority for County Judge to sign the required documents:

Project	CSJ No.
San Carlos & J.F. Kennedy Elementary Schools	0921-02-265
Carmen Avila Elementary School	0921-02-263
Esparza & Betts Elementary Schools	0921-02-269

2. Discussion, consideration, and approval of an Interlocal Cooperation Agreement between the County of Hidalgo and the Edinburg Consolidated Independent School District for the Safe Routes to School Program projects to construct sidewalks, redesign crosswalks and install bicycle racks with authority for County Judge to sign.

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:
100% State Funding

Attachments

Link: agreement
Link: Agreements

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/24/2011 08:04 AM	APRV

2	Manuel Chapa	Manuel Chapa	01/28/2011 08:40 AM	APRV
3	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Sergio Cruz

Started On: 01/21/2011 05:03 PM

Final Approval Date: 01/28/2011

STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO AND THE EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

This Agreement is made on this the ____ day of _____, 2010, by and between **HIDALGO COUNTY, TEXAS** hereinafter referred to as "County" and the **EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT,** hereinafter referred to as "ECISD," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Edinburg Consolidated Independent School District through the County of Hidalgo applied for a Safe Routes to School Grant from the Texas Department of Transportation; and

WHEREAS, though Minute Order No. 112268 on May 27, 2010 City of Edinburg was granted $1,134,630.00 through the Safe Routes to School Program (SRTS) Fund for the construction of improvements to three (3) campuses located within the County of Hidalgo belonging to the District; and

WHEREAS, County intends to enter into an Advance Funding Agreement (AFA) with the Texas Department of transportation for funds which will include in addition to the above, Preliminary Engineering (PS&E), Environmental Assessment, Right of Way Acquisition, and Construction Contingency costs to be provided by the Texas Department of Transportation.

WHEREAS, the County has determined that it will receive benefit from the infrastructure improvements and has agreed to assist ECISD; and

WHEREAS, ECISD has determined that it will receive benefit from the infrastructure improvements and has agreed to assist County; and

WHEREAS, ECISD and County have agreed to cooperate in the improvements as further herein described; and

WHEREAS, ECISD and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas 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, Edinburg and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. The County will serve as the lead agency; executing the Advanced Funding Agreement with the Texas Department of Transportation, coordinating the RFQ process for Preliminary Engineering (PS&E Development), Environmental Assessment, and by providing Right of Way Acquisition Services (if necessary) and providing submissions to the Texas Department of Transportation, as required by the Safe Routes to School (SRTS) Program;

2. The County in conjunction with the ECISD will coordinate the construction of the project through the Texas Department of Transportation who will provide all construction services;

3. All Engineering costs shall be paid for by the County;

4. County will provide payment to Engineering firm and will submit the invoices to the Texas Department of Transportation for reimbursement;

5. The County and ECISD will share in 50% of any construction cost overruns to the project, with payments made to the Texas Department of Transportation (TxDOT) in accordance with terms in the executed Advanced Funding Agreement (AFA);

6. County will designate personnel to assist with the coordination of the project;

7. The District will participate in the RFQ process, having complete control of the engineering firm selected for the project. County aggress to ratify the selection through Commissioner's Court approval and subsequent engineering contract execution.

8. 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.

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(s) of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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 or succeeding breach of the same or any

other provision hereof.

Entire Agreement: This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any 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 Edinburg and County, and not otherwise.

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.

Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to ECISD: Edinburg Consolidated Independent School District
Attention : Rene Gutierrez, Superintendent of Schools
411 N. 8th St.
Edinburg, Texas 78540

If to County of Hidalgo: County of Hidalgo
Attention: Rene A. Ramirez, Hidalgo County Judge
100 E. Cano St.
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 addressee or, if mailed, at such time as it is deposited in the United States mail.

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.

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.

Assignment. This Agreement shall not be assignable

Headings. The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

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.

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

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.

Commitment of Current Revenues Only. In the event that, during any term, hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of 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.

HIDALGO COUNTY, TEXAS

_____

Ramon Garcia, Hidalgo County Judge

Approved by Commissioners' Court

On: _____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

_____
David Torres, President, Board of Trustees

ATTEST:

By: _____
Ciro Trevino, Secretary, Board of Trustees

APPROVED AS TO FORM:

By: _____
Jacques E. Trevino
District General Counsel

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

Texas Department of Transportation

PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

RECEIVED

JAN 04 2011

COUNTY JUDGE

December 23, 2010

Honorable Ramon Garcia
Hidalgo County Judge
P.O. Box 1356
Edinburg, Texas 78540

RE: Advance Funding Agreements for Safe Routes to School Project
CSJs: 0921-02-263, 0921-02-265, & 0921-02-269

Dear Judge Garcia:

As part of the 2009 Safe Routes to School program call, the County of Hidalgo submitted projects to improve sidewalks and crosswalks within areas served by the Edinburg Independent School District. With the County's projects being selected and approved for Federal funding, we now need to move forward with the agreements and project development. Attached for your review and signature are Advance Funding Agreements (two originals each) between the State of Texas and the County of Hidalgo for each of the 3 different project locations that were approved. See attached "Exhibit A" for the location listing and corresponding CSJ project identification code. As outlined in the agreements, the County will be responsible for engineering services, environmental assessment and mitigation, right-of-way, utility adjustments, and maintenance. TxDOT will oversee all project development, and will be responsible for construction letting, inspection and contract administration.

Please sign and return both originals for each Agreement to the attention of Mr. Jody R. Ellington, P.E., our Director of Transportation Planning and Development, for further processing. A resolution which specifically approves the City entering into each agreement will be required and should accompany the signed agreements when returned.

Should you have any questions, please feel free to contact me or Jody Ellington at (956) 702-6100.

Sincerely,

Mario R. Jorge, P.E.
Pharr District Engineer

cc: Jody R. Ellington, P.E., Director of Transportation Planning and Development
Hector Gonzalez, P.E., Pharr Area Engineer
Jesus Leal, P.E., Director of Transportation Operations
Evan Roberts, P.E., District Design Support and Special Programs Engineer
District File

Exhibit A

Safe Routes to School Program
2009 Program Call
County of Hidalgo

CSJ Project Identification Code	Location Listing
0921-02-263	Carmen Avila Elementary School
0921-02-265	San Carlos & J. F. Kennedy Elementary Schools
0921-02-269	Esparza and Betts Elementary Schools

CSJ # 0921-02-265
District # 21- Pharr
Code Chart 64 # 50109
Project: San Carlos & J.F. Kennedy Elementary Schools
Federal Highway Administration
CFDA #20.205

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT FOR A SAFE ROUTES TO SCHOOL PROJECT ON-SYSTEM

This Advance Funding Agreement for a safe routes to school project (the Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", and the County of Hidalgo, acting by and through its duly authorized officials, hereinafter called the "Local Government."

WITNESSETH

WHEREAS, the Local Government prepared and submitted to the State an application for consideration under the Safe Routes to School Program for the project which is briefly described as construct sidewalks, redesign crosswalks and install bicycle racks in the vicinity of San Carlos Elementary and J.F. Kennedy Elementary Schools, hereinafter called the Project; and

WHEREAS, federal law establishes federally funded programs for transportation improvements, including safe routes to school programs, to implement its public purposes; and

WHEREAS, Title 23 U.S.C. §134 requires that Metropolitan Planning Organizations and the States' Transportation Agencies to develop transportation plans and programs for urbanized areas of the State; and

WHEREAS, the Texas Transportation Code, §201.614 directs the State to establish the Safe Routes to School Program to enhance safety in and around school areas through a construction program designed to improve the bicycle and the pedestrian safety of school age children; and

WHEREAS, Texas Administrative Code Title 43, Part 1, Chapter 25, Subchapter I, §25.500 – 25.505 directs the State to implement the Safe Routes to School Program to enhance safety in and around school areas through a comprehensive program designed to improve the bicycle and pedestrian safety of school age children; encourage a healthy and active lifestyle from an early age; enable and encourage children, including those with disabilities, to walk and bicycle to school; and to facilitate projects and activities that will improve safety and reduce traffic, fuel consumption, and air pollution in the vicinity of schools; and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

CSJ # 0921-02-265
District # 21- Pharr
Code Chart 64 # 50109
Project: San Carlos & J.F. Kennedy Elementary Schools
Federal Highway Administration
CFDA #20.205

WHEREAS, the Texas Transportation Commission passed Minute Order 112268 awarding funding for projects in the 2009 Program Call, including the Project; and

WHEREAS, the rules and procedures for the selection and administration of the Safe Routes to School Program are established in 43 Texas Administrative Code (TAC) §§25.500 et seq.; and

WHEREAS, the governing body of the Local Government has approved entering into this Agreement by resolution or ordinance dated _____, which is attached hereto and made a part hereof as Attachment A;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

AGREEMENT

1. **Period of the Agreement**
   This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.
2. **Termination of this Agreement**
   This agreement may be terminated by any of the following conditions:
   - by mutual written consent and agreement of all parties.
   - by any party with 90 days written notice.
   - by either party, upon the failure of the other party to fulfill the obligations as set forth in this Agreement. Any cost incurred due to such breach of contract shall be paid by the breaching party.

   A. The termination of this Agreement shall extinguish all rights, duties, obligations and liabilities of the State under this Agreement. If the potential termination of the Agreement is due to the failure of the Local Government to fulfill its contractual obligations, the State will notify the Local Government that possible breach of contract has occurred. The Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.
   B. If the Local Government withdraws from the Project after this Agreement is executed, it shall be responsible for all direct and indirect Project costs as identified by the State's cost accounting system.
   C. A Project may be eliminated from the program as outlined below. If the Project is eliminated for any of these reasons, this Agreement will be appropriately terminated. A Project may be eliminated from the program, and this Agreement terminated, if:
      i. The Local Government fails to satisfy any requirements of the program rules cited as 43 TAC §25.500 et seq.
      ii. The implementation of the Project would involve significant deviation from the activities as proposed in the application.
      iii. The Local Government withdraws from participation in the Project.

iv. The Project is not let to contract or if utilizing local forces, construction has not begun by a date three (3) years from project award notification.
v. The State determines that federal funding may be lost due to the Project not being implemented and completed.

3. Amendments

This Agreement may be amended due to changes in the work, amount of funding required to complete the Project or changes in the responsibilities of the parties. Such amendment must be made through a mutually agreed upon, written amendment that is executed by the parties.

4. Scope of Work

The scope of work for the Project, which is at the location shown in Attachment B, Project Location Map, as described in the application and as approved by the Texas Transportation Commission, consists of constructing sidewalks, redesigning crosswalks and installing bicycle racks in the vicinity of San Carlos Elementary and J.F. Kennedy Elementary Schools.

5. Right of Way and Real Property Acquisition

Right-of-way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property. If the Local Government is the owner of any part of the project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.

All parties to this agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

A. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
B. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount

towards the Local Government's financial share. The State will not reimburse the Local Government for any real property acquired before execution of this agreement and the State's issuance of a letter of funding authority.

C. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.

   The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

D. Condemnation shall not be used to acquire real property for this Project. However, real property that was acquired prior to 1991 through eminent domain and in accordance with applicable state and federal laws, may be used for project purposes.

E. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed one hundred percent (100%) of the cost of the real property purchased in accordance with the terms and provisions of this agreement. Reimbursement will be in an amount not to exceed one hundred percent (100%) of the State's predetermined value of each parcel, or the net cost thereof, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.

F. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. This agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

6. **Utilities**
The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

7. **Environmental Assessment and Mitigation**
Development of the Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.
   A. The Local Government is responsible for the identification and assessment of any environmental problems associated with the development of the Project.
   B. The Local Government is responsible for the cost of any environmental problem's mitigation and remediation.
   C. The Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment.
   D. The Local Government shall provide the State with written certification from appropriate regulatory agency(ies) that identified environmental problems have been remediated.

   These costs will not be reimbursed or credited towards the Local Government's financial share of the Project unless specified in the application and approved by the State.

8. **Certification**
Forty five (45) days prior to any construction contract let date, the Local Government shall provide a certification to the State that all real property has been acquired, all environmental problems have been remediated, and all conflicting utilities have been adjusted.

9. **Compliance with Texas Accessibility Standards and ADA**
All parties to this agreement shall ensure that the plans for and the construction of the project subject to this Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. **Engineering Services**
Engineering services will be provided by the Local Government. In procuring professional services, the parties to this agreement must comply with federal requirements cited in 23

CFR Part 172 if the project is federally funded and with Government Code 2254, Subchapter A, in all cases. Professional services contracts for federally funded projects must conform to federal requirements.

A. The engineering plans shall be developed in accordance with the State's applicable *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges.* All roadway improvement designs for on-system highways must comply with the latest version of TxDOT manuals, including but not limited to, the Roadway Design Manual, the Pavement Design Manual, the Hydraulic Design Manual, the Texas Manual on Uniform Traffic Control Devices, and the latest versions of the Americans with Disabilities Act Accessibility Guidelines (ADAAG) and the Texas Accessibility Standards (TAS). All roadway improvement designs for off-system roads must comply with the minimum standards of the latest version of AASHTO Policy on Geometric Design of the Highways and Streets, the Texas Manual on Uniform Traffic Control Devices, and the latest versions of the Americans with Disabilities Act Accessibility Guidelines (ADAAG) and the Texas Accessibility Standards (TAS). All bicycle path and bicycle lane designs must comply with the latest version of the AASHTO Guide for the Development of Bicycle Facilities, the Texas Manual on Uniform Traffic Control Devices, the Hydraulic Design Manual, and the latest versions of the Americans with Disabilities Act Accessibility Guidelines (ADAAG) and the Texas Accessibility Standards (TAS). For new shared bicycle lanes on a signed, designated bicycle route, the minimum lane width must be 14 feet, measured from the existing center stripe to the curb or shoulder, where applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges.* The use of other systems of specifications shall be approved by the State in writing in advance.

B. The Local Government shall submit any plans it has completed to the State for review and approval. The Local Government may also submit the plans to the State for review anytime prior to completion. The Local Government shall make the necessary revisions determined by the State. The Local Government will not let the construction contract until all required plans have received State approval.

C. The Local Government shall submit to the State all documentation relating to authorized costs incurred for providing engineering services. Reasonable, allowable, and allocable costs incurred by the Local Government, after the Local Government has obtained written authorization from the State to incur costs, will be eligible for reimbursement at an amount not to exceed one hundred percent (100%) of the eligible authorized costs.

11. Construction Responsibilities

A. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders, which may become necessary subsequent to the award of the construction contract. In order to ensure federal funding

eligibility, projects must be authorized by the State prior to advertising for construction.

B. All contract letting and award procedures must be approved by the State prior to letting and award of the construction contract, whether the construction contract is awarded by the State or by the Local Government.
C. All contract change order review and approval procedures must be approved by the State prior to start of construction.
D. Upon completion of the Project, the party constructing the project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.

For federally funded contracts, the parties to this agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR Part 635, Subpart B.

Any field changes, supplemental agreements or revisions to the design plans that may occur after the construction contract is awarded will be mutually agreed to by the State and the Local Government prior to authorizing the contractor to perform the work. Prior to completion of the Project, the party responsible for construction will notify the other party to this Agreement of the anticipated completion date. All parties will be afforded the opportunity to assist in the final review of the construction services performed by the contractor.

12. Project Maintenance

Upon completion of the Project, the Local Government will be responsible for maintaining the completed facility for public use for a period of at least ten (10) years. Any manufacturer warranties extended to the Local Government as a result of the Project shall remain in the name of the Local Government. The State shall not be responsible for honoring any warranties under this agreement.

13. Local Project Sources and Uses of Funds

A. Project Cost Estimate: A Project Cost Estimate and Payment Schedule is provided in Attachment C, showing the total estimated development cost of the Project. This estimate shows the itemized cost of real property, environmental assessments and remediation, engineering activities, construction, and any other substantial items of cost. To be eligible for reimbursement, costs must have been included in the itemized budget section of the application approved by the Texas Transportation Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before the issuance of a formal Letter of Authority by the Federal Highway Administration. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal Letter of Authority is formally issued.

If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must

complete training before a letter of authority is issued. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation.* The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

B. A Source of Funds estimate is also provided in Attachment C. Attachment C shows the percentage and absolute dollar amounts to be contributed to the Project by federal and local sources.
C. If the project is not on the State Highway System, the Local Government may be responsible for all non-federal and non-state participation costs associated with the Project. Over run funding of up to fifteen percent (15%) in excess of the approved project construction cost may be approved by the State. The Local Government is responsible for any overruns not approved by the State and any operating or maintenance expenses.
D. The State will be responsible for securing the federal share of funding required for the development and construction of the Project, in an amount not to exceed one hundred percent (100%) of the actual cost of the work up to the amount of construction funds approved for the Project by the Texas Transportation Commission and one hundred percent (100%) of the project development cost . Federal funds will be reimbursed on a cost basis. Project costs incurred prior to Project selection by the Texas Transportation Commission and approval by the State to proceed are not eligible for reimbursement.
E. In the event the State determines that additional funding is required by the Local Government at any time during the development of the Project, the State will notify the Local Government in writing. The Local Government will make payment to the State within thirty (30) days from receipt of the State's written notification.
F. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government will remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Until the final project accounting, funds in the escrow account may only be applied by the State to the Project.
G. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government, the State, or the Federal Government will be promptly paid by the owing party. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement.

H. In the event the Project is not completed, the State may seek reimbursement from the Local Government of the expended federal funds. The Local Government will remit the required funds to the State within sixty (60) days from receipt of the State's notification.

I. The State will not pay interest on any funds provided by the Local Government.

J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.

K. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by the local government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

L. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

M. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.

14. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

Local Government:	State:
County of Hidalgo	Director of Contract Services
Attn: County Judge	Texas Department of Transportation
P.O. Box 1356	125 E. 11th Street
Edinburg, Texas 78540	Austin, Texas 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

15. **Legal Construction**
In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

16. **Responsibilities of the Parties**
The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

17. **Ownership of Documents**
Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use.
All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State as required by the State. The originals shall remain the property of the Local Government.

18. **Document and Information Exchange**
The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

19. **Compliance with Laws**
The parties shall comply with all Federal, State, and Local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

20. **Sole Agreement**
This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the agreement's subject matter.

21. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable and allocable to the Project.

22. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

23. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved.

Whenever American Recovery and Reinvestment Act of 2009 (ARRA) funds are used and the Local Government is performing any work, either directly or through a contractor, it must comply with the following provisions. If a Local Government is receiving ARRA funds, but is not performing any work, the following provisions apply, if appropriate, and to the extent necessary to comply with ARRA regulations.

Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

In accordance with Section 902 of the ARRA, should this agreement involve the expenditure of ARRA funds, then the U.S. Comptroller General and its representatives shall have the authority to:

a. examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to the contract or subcontract; and
b. interview any officer or employee of the contractor or any of its subcontractors, or any State or local agency administering the contract regarding such contracts.

Nothing in the section previously mentioned shall be interpreted to limit or restrict in any way the existing authority of the Comptroller General.

In accordance with Section 1515(a) of the ARRA, with respect to each contract or grant awarded using covered funds, any representative of an appropriate inspector general appointed under Section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), is authorized:

a. to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to and involve transactions relating to the contract, subcontract, grant, or subgrant; and
b. to interview any officer or employee of the contractor, grantee or subgrantee, or agency regarding such transactions.

Section 1515(b) further provides that nothing in the section previously mentioned shall be interpreted to limit or restrict in any way the existing authority of an inspector general.

The ARRA requires that the Contractor report monthly employment information for its firm as well as that of all of its subcontractors. The Contractor, similarly, shall include this reporting requirement in all of its subcontracts. Failing to include the requirement in agreements with subcontractors can serve as grounds for contract termination.

Form FHWA-1589, Monthly Employment Report, promulgated by the Federal Highway Administration (FHWA), captures the necessary monthly employment information and shall be submitted by the Contractor on a regular basis to the LG (Local Government). It is the responsibility of the LG to obtain this form from the prime Contractor and any subcontractors and, the LG shall verify the accuracy, completeness, and reasonableness of the data contained in the form. The LG shall ensure that this form is submitted by the LG to the State according to the policies and at the direction of the State.

In order to meet any other FHWA and ARRA reporting requirements, the LG shall provide to the State all information requested by the State, including data or information in possession of contractors and subcontractors for completing other necessary reporting forms, and the information shall be submitted in the manner required and according to all due dates as set by the State.

Furthermore, the ARRA mandates that the U.S. Comptroller General's Office shall have authority to examine the records of the contractor, subcontractor, or local agency relating to the project at any time.

24. Office of Management and Budget (OMB) Audit Requirements

The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

Whenever funds from the ARRA are distributed to a Local Government, the Local Government must complete its Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC), as required by OMB Circular A-133, and separately identify any ARRA expenditures for Federal Awards.

25. Civil Rights Compliance

The Local Government shall comply with the regulations of the Department of Transportation as they relate to nondiscrimination (49 CFR Chapter 21 and 23 CFR

§710.405(B)), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

26. Disadvantaged Business Enterprise Program Requirements

The parties shall comply with the Disadvantaged/Minority Business Enterprise Program requirements established in 49 CFR Part 26.

27. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification.

28. Lobbying Certification

In executing this Agreement, the signatories certify to the best of his or her knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Submission of this certification is a prerequisite imposed by Title 31 U.S.C. §1352 for making or entering into this transaction. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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Code Chart 64 # 50109
Project: San Carlos & J.F. Kennedy Elementary Schools
Federal Highway Administration
CFDA #20.205

29. **Insurance**
If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

30. **Signatory Warranty**
The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

IN TESTIMONY HEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE LOCAL GOVERNMENT

By: _____
(Signature)

Printed Name: _____

Title: _____

Date: _____

THE STATE OF TEXAS
Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
Carol Rawson, P.E., Director
Traffic Operations Division

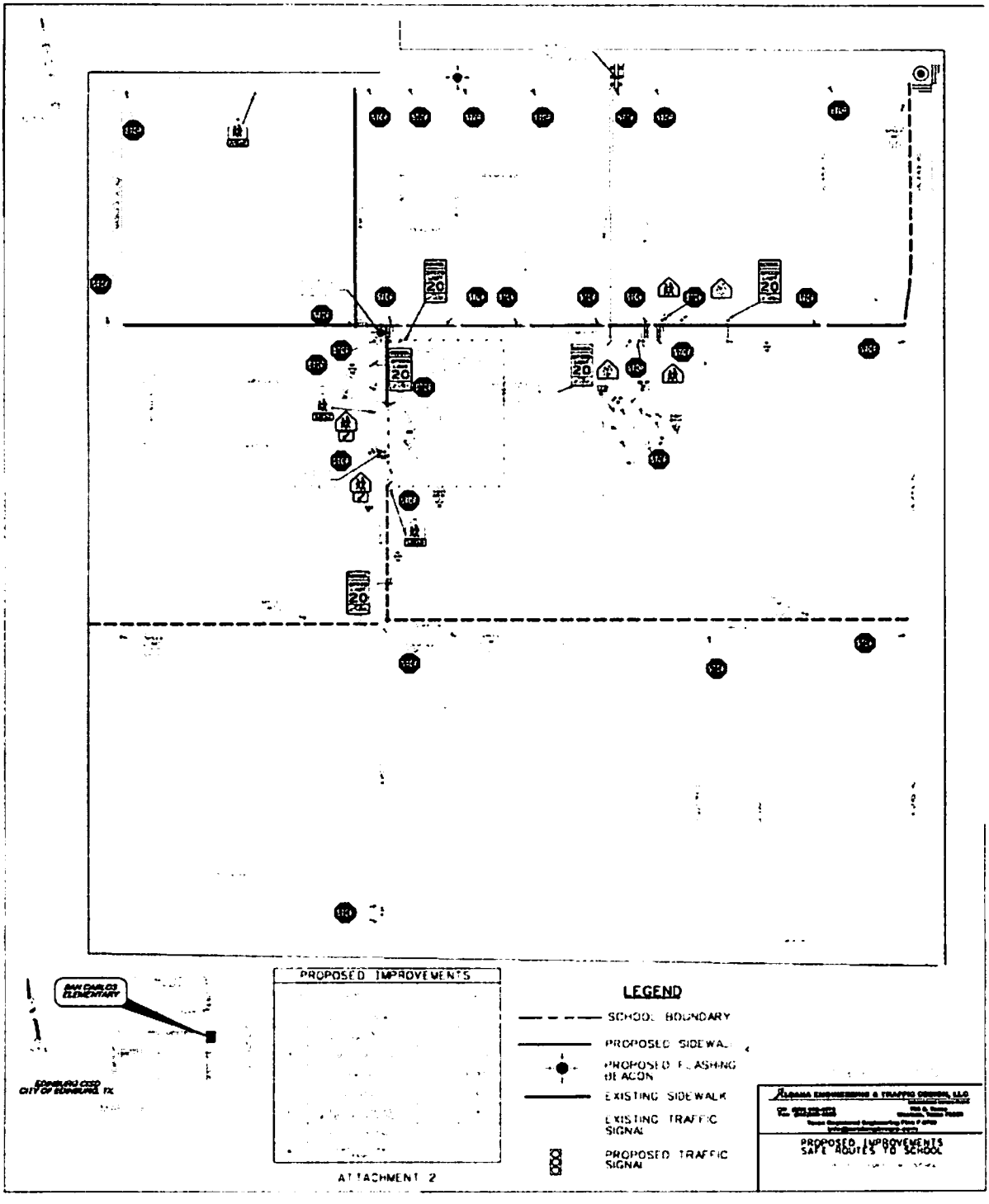
Date: _____

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ATTACHMENT A
RESOLUTION OF LOCAL GOVERNMENT

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ATTACHMENT B
PROJECT LOCATION MAP



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ATTACHMENT C
PROJECT BUDGET ESTIMATE AND SOURCE OF FUNDS
San Carlos and J.F. Kennedy Elementary Schools
CSJ: 0921-02-265

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Preliminary Engineering (by LG)	$ 40,000.00	100%	$40,000.00	0%	$0	0%	$0
Environmental (by LG)	$ 10,000.00	100%	$10,000.00	0%	$0	0%	$0
Construction (Admin. by State)	$ 381,070.00	100%	$381,070.00	0%	$0	0%	$0
Subtotal	$ 431,070.00		$431,070.00		$0		$0
Engineering Phase Direct State Costs	$ 7,250.00	100%	$ 7,250.00	0%	$0	0%	$0
Construction Phase Direct State Costs	$ 55,255.15	100%	$ 55,255.15	0%	$0	0%	$0
Indirect State Costs	$ 26,726.34	100%	$ 26,726.34	0%	$0	0%	$0
TOTAL	$ 520,301.49		$520,301.49		$0		$0

This is an estimate only, final participation amounts will be based on actual charges to the project.

CSJ # 0921-02-263
District # 21- Pharr
Code Chart 64 # 50109
Project: Carmen Avila
Elementary School
Federal Highway Administration
CFDA #20.205

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
FOR A SAFE ROUTES TO SCHOOL PROJECT
ON-SYSTEM

This Advance Funding Agreement for a safe routes to school project (the Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", and the County of Hidalgo, acting by and through its duly authorized officials, hereinafter called the "Local Government."

WITNESSETH

WHEREAS, the Local Government prepared and submitted to the State an application for consideration under the Safe Routes to School Program for the project which is briefly described as construct sidewalks, redesign crosswalks and install bicycle racks at Carmen Avila Elementary School, hereinafter called the Project; and

WHEREAS, federal law establishes federally funded programs for transportation improvements, including safe routes to school programs, to implement its public purposes; and

WHEREAS, Title 23 U.S.C. §134 requires that Metropolitan Planning Organizations and the States' Transportation Agencies to develop transportation plans and programs for urbanized areas of the State; and

WHEREAS, the Texas Transportation Code, §201.614 directs the State to establish the Safe Routes to School Program to enhance safety in and around school areas through a construction program designed to improve the bicycle and the pedestrian safety of school age children; and

WHEREAS, Texas Administrative Code Title 43, Part 1, Chapter 25, Subchapter I, §25.500 – 25.505 directs the State to implement the Safe Routes to School Program to enhance safety in and around school areas through a comprehensive program designed to improve the bicycle and pedestrian safety of school age children; encourage a healthy and active lifestyle from an early age; enable and encourage children, including those with disabilities, to walk and bicycle to school; and to facilitate projects and activities that will improve safety and reduce traffic, fuel consumption, and air pollution in the vicinity of schools; and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

WHEREAS, the Texas Transportation Commission passed Minute Order 112268 awarding funding for projects in the 2009 Program Call, including the Project; and

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Elementary School
Federal Highway Administration
CFDA #20.205

WHEREAS, the rules and procedures for the selection and administration of the Safe Routes to School Program are established in 43 Texas Administrative Code (TAC) §§25.500 et seq.; and

WHEREAS, the governing body of the Local Government has approved entering into this Agreement by resolution or ordinance dated _____, which is attached hereto and made a part hereof as Attachment A;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

AGREEMENT

1. **Period of the Agreement**
   This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.
2. **Termination of this Agreement**
   This agreement may be terminated by any of the following conditions:
   - by mutual written consent and agreement of all parties.
   - by any party with 90 days written notice.
   - by either party, upon the failure of the other party to fulfill the obligations as set forth in this Agreement. Any cost incurred due to such breach of contract shall be paid by the breaching party.

   A. The termination of this Agreement shall extinguish all rights, duties, obligations and liabilities of the State under this Agreement. If the potential termination of the Agreement is due to the failure of the Local Government to fulfill its contractual obligations, the State will notify the Local Government that possible breach of contract has occurred. The Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.
   B. If the Local Government withdraws from the Project after this Agreement is executed, it shall be responsible for all direct and indirect Project costs as identified by the State's cost accounting system.
   C. A Project may be eliminated from the program as outlined below. If the Project is eliminated for any of these reasons, this Agreement will be appropriately terminated. A Project may be eliminated from the program, and this Agreement terminated, if:
      i. The Local Government fails to satisfy any requirements of the program rules cited as 43 TAC §25.500 et seq.
      ii. The implementation of the Project would involve significant deviation from the activities as proposed in the application.
      iii. The Local Government withdraws from participation in the Project.
      iv. The Project is not let to contract or if utilizing local forces, construction has not begun by a date three (3) years from project award notification.
      v. The State determines that federal funding may be lost due to the Project not being implemented and completed.

3. **Amendments**
This Agreement may be amended due to changes in the work, amount of funding required to complete the Project or changes in the responsibilities of the parties. Such amendment must be made through a mutually agreed upon, written amendment that is executed by the parties.
4. **Scope of Work**
The scope of work for the Project, which is at the location shown in Attachment B, Project Location Map, as described in the application and as approved by the Texas Transportation Commission, consists of constructing sidewalks, redesigning crosswalks and installing bicycle racks in the vicinity of Carmen Avila Elementary School.
5. **Right of Way and Real Property Acquisition**
Right-of-way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property. If the Local Government is the owner of any part of the project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.

   All parties to this agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

   A. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
   B. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. The State will not reimburse the Local Government for any real property acquired before execution of this agreement and the State's issuance of a letter of funding authority.
   C. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property.

Tracings of the maps shall be retained by the Local Government for a permanent record.

The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

D. Condemnation shall not be used to acquire real property for this Project. However, real property that was acquired prior to 1991 through eminent domain and in accordance with applicable state and federal laws, may be used for project purposes.

E. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed one hundred percent (100%) of the cost of the real property purchased in accordance with the terms and provisions of this agreement. Reimbursement will be in an amount not to exceed one hundred percent (100%) of the State's predetermined value of each parcel, or the net cost thereof, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.

F. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. This agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

6. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established

procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

7. Environmental Assessment and Mitigation

Development of the Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

A. The Local Government is responsible for the identification and assessment of any environmental problems associated with the development of the Project.
B. The Local Government is responsible for the cost of any environmental problem's mitigation and remediation.
C. The Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment.
D. The Local Government shall provide the State with written certification from appropriate regulatory agency(ies) that identified environmental problems have been remediated.

These costs will not be reimbursed or credited towards the Local Government's financial share of the Project unless specified in the application and approved by the State.

8. Certification

Forty five (45) days prior to any construction contract let date, the Local Government shall provide a certification to the State that all real property has been acquired, all environmental problems have been remediated, and all conflicting utilities have been adjusted.

9. Compliance with Texas Accessibility Standards and ADA

All parties to this agreement shall ensure that the plans for and the construction of the project subject to this Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Engineering Services

Engineering services will be provided by the Local Government. In procuring professional services, the parties to this agreement must comply with federal requirements cited in 23 CFR Part 172 if the project is federally funded and with Government Code 2254, Subchapter A, in all cases. Professional services contracts for federally funded projects must conform to federal requirements.

A. The engineering plans shall be developed in accordance with the State's applicable *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges.* All roadway improvement designs for on-system highways must comply with the latest version of TxDOT manuals, including but not limited to, the Roadway Design Manual, the Pavement Design Manual, the Hydraulic Design Manual, the Texas Manual on Uniform Traffic Control Devices, and the latest versions of the Americans with Disabilities Act Accessibility Guidelines (ADAAG) and the Texas

Accessibility Standards (TAS). All roadway improvement designs for off-system roads must comply with the minimum standards of the latest version of AASHTO Policy on Geometric Design of the Highways and Streets, the Texas Manual on Uniform Traffic Control Devices, and the latest versions of the Americans with Disabilities Act Accessibility Guidelines (ADAAG) and the Texas Accessibility Standards (TAS). All bicycle path and bicycle lane designs must comply with the latest version of the AASHTO Guide for the Development of Bicycle Facilities, the Texas Manual on Uniform Traffic Control Devices, the Hydraulic Design Manual, and the latest versions of the Americans with Disabilities Act Accessibility Guidelines (ADAAG) and the Texas Accessibility Standards (TAS). For new shared bicycle lanes on a signed, designated bicycle route, the minimum lane width must be 14 feet, measured from the existing center stripe to the curb or shoulder, where applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges*. The use of other systems of specifications shall be approved by the State in writing in advance.

B. The Local Government shall submit any plans it has completed to the State for review and approval. The Local Government may also submit the plans to the State for review anytime prior to completion. The Local Government shall make the necessary revisions determined by the State. The Local Government will not let the construction contract until all required plans have received State approval.

C. The Local Government shall submit to the State all documentation relating to authorized costs incurred for providing engineering services. Reasonable, allowable, and allocable costs incurred by the Local Government, after the Local Government has obtained written authorization from the State to incur costs, will be eligible for reimbursement at an amount not to exceed one hundred percent (100%) of the eligible authorized costs.

11. Construction Responsibilities

A. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders, which may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

B. All contract letting and award procedures must be approved by the State prior to letting and award of the construction contract, whether the construction contract is awarded by the State or by the Local Government.

C. All contract change order review and approval procedures must be approved by the State prior to start of construction.

D. Upon completion of the Project, the party constructing the project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.

For federally funded contracts, the parties to this agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR Part 635, Subpart B.

Any field changes, supplemental agreements or revisions to the design plans that may occur after the construction contract is awarded will be mutually agreed to by the State and the Local Government prior to authorizing the contractor to perform the work. Prior to completion of the Project, the party responsible for construction will notify the other party to this Agreement of the anticipated completion date. All parties will be afforded the opportunity to assist in the final review of the construction services performed by the contractor.

12. Project Maintenance

Upon completion of the Project, the Local Government will be responsible for maintaining the completed facility for public use for a period of at least ten (10) years. Any manufacturer warranties extended to the Local Government as a result of the Project shall remain in the name of the Local Government. The State shall not be responsible for honoring any warranties under this agreement.

13. Local Project Sources and Uses of Funds

A. Project Cost Estimate: A Project Cost Estimate and Payment Schedule is provided in Attachment C, showing the total estimated development cost of the Project. This estimate shows the itemized cost of real property, environmental assessments and remediation, engineering activities, construction, and any other substantial items of cost. To be eligible for reimbursement, costs must have been included in the itemized budget section of the application approved by the Texas Transportation Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before the issuance of a formal Letter of Authority by the Federal Highway Administration. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal Letter of Authority is formally issued.

If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before a letter of authority is issued. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation.* The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

B. A Source of Funds estimate is also provided in Attachment C. Attachment C shows the percentage and absolute dollar amounts to be contributed to the Project by federal and local sources.
C. If the project is not on the State Highway System, the Local Government may be responsible for all non-federal and non-state participation costs associated with the Project. Over run funding of up to fifteen percent (15%) in excess of the approved project construction cost may be approved by the State. The Local Government is responsible for any overruns not approved by the State and any operating or maintenance expenses.
D. The State will be responsible for securing the federal share of funding required for the development and construction of the Project, in an amount not to exceed one hundred percent (100%) of the actual cost of the work up to the amount of construction funds approved for the Project by the Texas Transportation Commission and one hundred percent (100%) of the project development cost . Federal funds will be reimbursed on a cost basis. Project costs incurred prior to Project selection by the Texas Transportation Commission and approval by the State to proceed are not eligible for reimbursement.
E. In the event the State determines that additional funding is required by the Local Government at any time during the development of the Project, the State will notify the Local Government in writing. The Local Government will make payment to the State within thirty (30) days from receipt of the State's written notification.
F. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government will remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Until the final project accounting, funds in the escrow account may only be applied by the State to the Project.
G. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government, the State, or the Federal Government will be promptly paid by the owing party. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement.
H. In the event the Project is not completed, the State may seek reimbursement from the Local Government of the expended federal funds. The Local Government will remit the required funds to the State within sixty (60) days from receipt of the State's notification.
I. The State will not pay interest on any funds provided by the Local Government.
J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
K. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but

not limited to plats or replats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by the local government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

L. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

M. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.

14. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

Local Government:	State:
County of Hidalgo	Director of Contract Services
Attn: County Judge	Texas Department of Transportation
P.O. Box 1356	125 E. 11th Street
Edinburg, Texas 78540	Austin, Texas 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

15. Legal Construction

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

16. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts

and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

17. Ownership of Documents

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State as required by the State. The originals shall remain the property of the Local Government.

18. Document and Information Exchange

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

19. Compliance with Laws

The parties shall comply with all Federal, State, and Local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

20. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the agreement's subject matter.

21. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable and allocable to the Project.

22. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

23. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved.

Whenever American Recovery and Reinvestment Act of 2009 (ARRA) funds are used and the Local Government is performing any work, either directly or through a contractor, it must comply with the following provisions. If a Local Government is receiving ARRA funds, but is not performing any work, the following provisions apply, if appropriate, and to the extent necessary to comply with ARRA regulations.

Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

In accordance with Section 902 of the ARRA, should this agreement involve the expenditure of ARRA funds, then the U.S. Comptroller General and its representatives shall have the authority to:

a. examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to the contract or subcontract; and
b. interview any officer or employee of the contractor or any of its subcontractors, or any State or local agency administering the contract regarding such contracts.

Nothing in the section previously mentioned shall be interpreted to limit or restrict in any way the existing authority of the Comptroller General.

In accordance with Section 1515(a) of the ARRA, with respect to each contract or grant awarded using covered funds, any representative of an appropriate inspector general appointed under Section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), is authorized:

a. to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to and involve transactions relating to the contract, subcontract, grant, or subgrant; and
b. to interview any officer or employee of the contractor, grantee or subgrantee, or agency regarding such transactions.

Section 1515(b) further provides that nothing in the section previously mentioned shall be interpreted to limit or restrict in any way the existing authority of an inspector general.

The ARRA requires that the Contractor report monthly employment information for its firm as well as that of all of its subcontractors. The Contractor, similarly, shall include this reporting requirement in all of its subcontracts. Failing to include the requirement in agreements with subcontractors can serve as grounds for contract termination.

Form FHWA-1589, Monthly Employment Report, promulgated by the Federal Highway Administration (FHWA), captures the necessary monthly employment information and

shall be submitted by the Contractor on a regular basis to the LG (Local Government). It is the responsibility of the LG to obtain this form from the prime Contractor and any subcontractors and, the LG shall verify the accuracy, completeness, and reasonableness of the data contained in the form. The LG shall ensure that this form is submitted by the LG to the State according to the policies and at the direction of the State.

In order to meet any other FHWA and ARRA reporting requirements, the LG shall provide to the State all information requested by the State, including data or information in possession of contractors and subcontractors for completing other necessary reporting forms, and the information shall be submitted in the manner required and according to all due dates as set by the State.

Furthermore, the ARRA mandates that the U.S. Comptroller General's Office shall have authority to examine the records of the contractor, subcontractor, or local agency relating to the project at any time.

24. Office of Management and Budget (OMB) Audit Requirements

The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

Whenever funds from the ARRA are distributed to a Local Government, the Local Government must complete its Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC), as required by OMB Circular A-133, and separately identify any ARRA expenditures for Federal Awards.

25. Civil Rights Compliance

The Local Government shall comply with the regulations of the Department of Transportation as they relate to nondiscrimination (49 CFR Chapter 21 and 23 CFR §710.405(B)), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

26. Disadvantaged Business Enterprise Program Requirements

The parties shall comply with the Disadvantaged/Minority Business Enterprise Program requirements established in 49 CFR Part 26.

27. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification.

28. Lobbying Certification

In executing this Agreement, the signatories certify to the best of his or her knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Submission of this certification is a prerequisite imposed by Title 31 U.S.C. §1352 for making or entering into this transaction. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

29. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

30. Signatory Warranty

The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

CSJ # 0921-02-263
District # 21- Pharr
Code Chart 64 # 50109
Project: Carmen Avila
Elementary School
Federal Highway Administration
CFDA #20.205

IN TESTIMONY HEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE LOCAL GOVERNMENT

By: _____
(Signature)

Printed Name: _____

Title: _____

Date: _____

THE STATE OF TEXAS
Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
Carol Rawson, P.E., Director
Traffic Operations Division

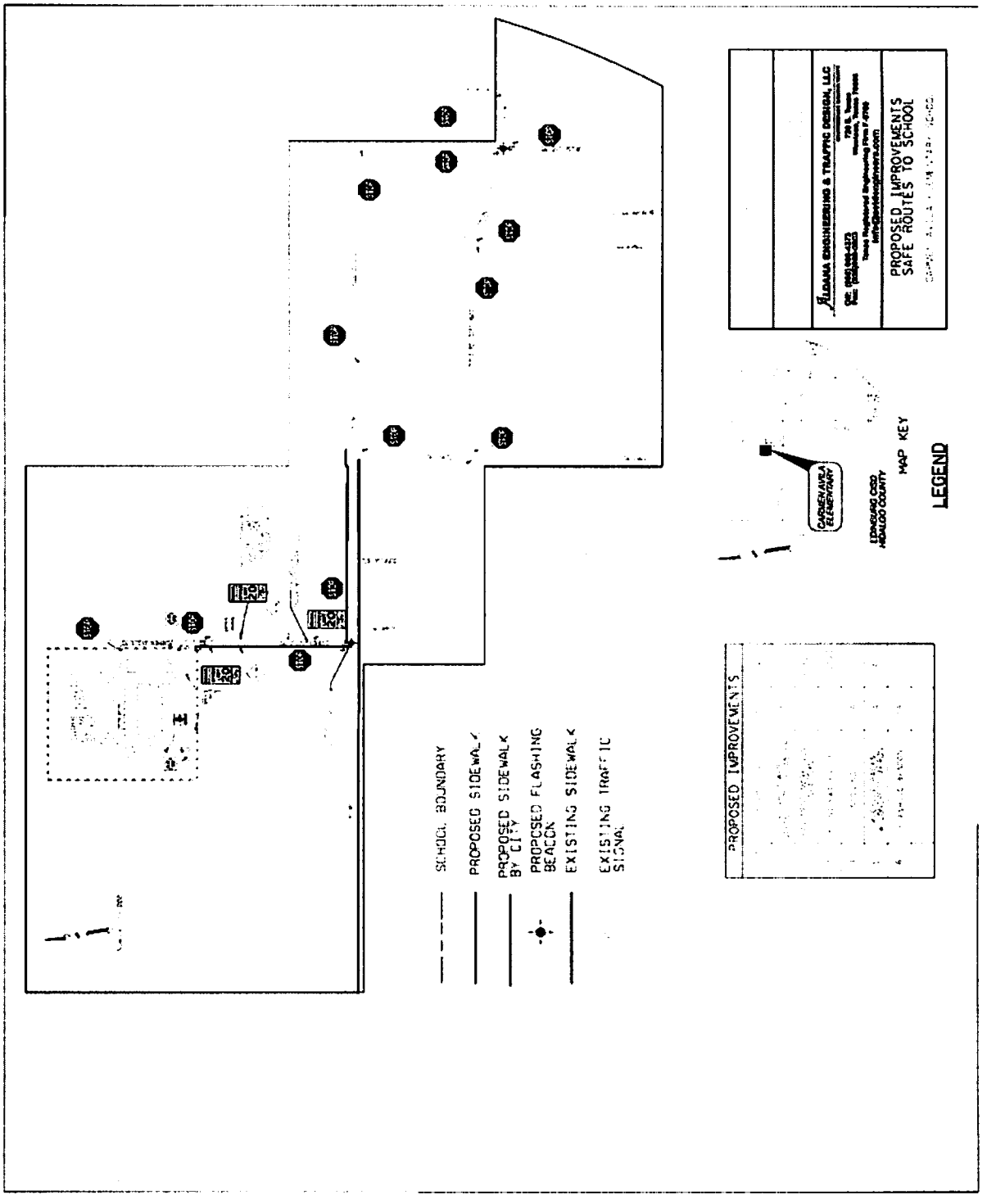
Date: _____

CSJ # 0921-02-263
District # 21- Pharr
Code Chart 64 # 50109
Project: Carmen Avila
Elementary School
Federal Highway Administration
CFDA #20.205

ATTACHMENT A
RESOLUTION OF LOCAL GOVERNMENT

CSJ # 0921-02-263
District # 21- Pharr
Code Chart 64 # 50109
Project: Carmen Avila
Elementary School
Federal Highway Administration
CFDA #20.205

ATTACHMENT B
PROJECT LOCATION MAP



CSJ # 0921-02-263
District # 21- Pharr
Code Chart 64 # 50109
Project: Carmen Avila
Elementary School
Federal Highway Administration
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ATTACHMENT C
PROJECT BUDGET ESTIMATE AND SOURCE OF FUNDS
Carmen Avila Elementary School
CSJ: 0921-02-263

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Preliminary Engineering (by LG)	$ 40,000.00	100%	$40,000.00	0%	$0	0%	$0
Environmental (by LG)	$ 10,000.00	100%	$10,000.00	0%	$0	0%	$0
Construction (Admin. by State)	$ 382,200.00	100%	$382,200.00	0%	$0	0%	$0
Subtotal	$ 432,200.00		$432,200.00		$0		$0
Engineering Phase Direct State Costs	$ 7,250.00	100%	$ 7,250.00	0%	$0	0%	$0
Construction Phase Direct State Costs	$ 55,419.00	100%	$ 55,419.00	0%	$0	0%	$0
Indirect State Costs	$ 26,796.40	100%	$ 26,796.40	0%	$0	0%	$0
TOTAL	$ 521,665.40		$521,665.40		$0		$0

This is an estimate only, final participation amounts will be based on actual charges to the project.

CSJ # 0921-02-269
District # 21- Pharr
Code Chart 64 # 50109
Project: Esparza & Betts
Elementary Schools
Federal Highway Administration
CFDA #20.205

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
FOR A SAFE ROUTES TO SCHOOL PROJECT
OFF-SYSTEM

This Advance Funding Agreement for a safe routes to school project (the Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", and the County of Hidalgo, acting by and through its duly authorized officials, hereinafter called the "Local Government."

WITNESSETH

WHEREAS, the Local Government prepared and submitted to the State an application for consideration under the Safe Routes to School Program for the project which is briefly described as construct sidewalks, redesign crosswalks and install bicycle racks at Esparza Elementary and Betts Elementary Schools, hereinafter called the Project; and

WHEREAS, federal law establishes federally funded programs for transportation improvements, including safe routes to school programs, to implement its public purposes; and

WHEREAS, Title 23 U.S.C. §134 requires that Metropolitan Planning Organizations and the States' Transportation Agencies to develop transportation plans and programs for urbanized areas of the State; and

WHEREAS, the Texas Transportation Code, §201.614 directs the State to establish the Safe Routes to School Program to enhance safety in and around school areas through a construction program designed to improve the bicycle and the pedestrian safety of school age children; and

WHEREAS, Texas Administrative Code Title 43, Part 1, Chapter 25, Subchapter I, §25.500 – 25.505 directs the State to implement the Safe Routes to School Program to enhance safety in and around school areas through a comprehensive program designed to improve the bicycle and pedestrian safety of school age children; encourage a healthy and active lifestyle from an early age; enable and encourage children, including those with disabilities, to walk and bicycle to school; and to facilitate projects and activities that will improve safety and reduce traffic, fuel consumption, and air pollution in the vicinity of schools; and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

WHEREAS, the Texas Transportation Commission passed Minute Order 112268 awarding funding for projects in the 2009 Program Call, including the Project; and

CSJ # 0921-02-269
District # 21- Pharr
Code Chart 64 # 50109
Project: Esparza & Betts
Elementary Schools
Federal Highway Administration
CFDA #20.205

WHEREAS, the rules and procedures for the selection and administration of the Safe Routes to School Program are established in 43 Texas Administrative Code (TAC) §§25.500 et seq.; and

WHEREAS, the governing body of the Local Government has approved entering into this Agreement by resolution or ordinance dated _____, which is attached hereto and made a part hereof as Attachment A;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

AGREEMENT

1. **Period of the Agreement**
   This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.
2. **Termination of this Agreement**
   This agreement may be terminated by any of the following conditions:
   - by mutual written consent and agreement of all parties.
   - by any party with 90 days written notice.
   - by either party, upon the failure of the other party to fulfill the obligations as set forth in this Agreement. Any cost incurred due to such breach of contract shall be paid by the breaching party.

   A. The termination of this Agreement shall extinguish all rights, duties, obligations and liabilities of the State under this Agreement. If the potential termination of the Agreement is due to the failure of the Local Government to fulfill its contractual obligations, the State will notify the Local Government that possible breach of contract has occurred. The Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.
   B. If the Local Government withdraws from the Project after this Agreement is executed, it shall be responsible for all direct and indirect Project costs as identified by the State's cost accounting system.
   C. A Project may be eliminated from the program as outlined below. If the Project is eliminated for any of these reasons, this Agreement will be appropriately terminated. A Project may be eliminated from the program, and this Agreement terminated, if:
      i. The Local Government fails to satisfy any requirements of the program rules cited as 43 TAC §25.500 et seq.
      ii. The implementation of the Project would involve significant deviation from the activities as proposed in the application.
      iii. The Local Government withdraws from participation in the Project.
      iv. The Project is not let to contract or if utilizing local forces, construction has not begun by a date three (3) years from project award notification.
      v. The State determines that federal funding may be lost due to the Project not being implemented and completed.

3. **Amendments**
This Agreement may be amended due to changes in the work, amount of funding required to complete the Project or changes in the responsibilities of the parties. Such amendment must be made through a mutually agreed upon, written amendment that is executed by the parties.

4. **Scope of Work**
The scope of work for the Project, which is at the location shown in Attachment B, Project Location Map, as described in the application and as approved by the Texas Transportation Commission, consists of constructing sidewalks, redesigning crosswalks and installing bicycle racks in the vicinity of Esparza Elementary and Betts Elementary Schools.

5. **Right of Way and Real Property Acquisition**
Right-of-way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property. If the Local Government is the owner of any part of the project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.

All parties to this agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

A. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.

B. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. The State will not reimburse the Local Government for any real property acquired before execution of this agreement and the State's issuance of a letter of funding authority.

C. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

D. Condemnation shall not be used to acquire real property for this Project. However, real property that was acquired prior to 1991 through eminent domain and in accordance with applicable state and federal laws, may be used for project purposes.

E. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed one hundred percent (100%) of the cost of the real property purchased in accordance with the terms and provisions of this agreement. Reimbursement will be in an amount not to exceed one hundred percent (100%) of the State's predetermined value of each parcel, or the net cost thereof, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.

F. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. This agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

6. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated

before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

7. Environmental Assessment and Mitigation

Development of the Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

A. The Local Government is responsible for the identification and assessment of any environmental problems associated with the development of the Project.
B. The Local Government is responsible for the cost of any environmental problem's mitigation and remediation.
C. The Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment.
D. The Local Government shall provide the State with written certification from appropriate regulatory agency(ies) that identified environmental problems have been remediated.

These costs will not be reimbursed or credited towards the Local Government's financial share of the Project unless specified in the application and approved by the State.

8. Certification

Forty five (45) days prior to any construction contract let date, the Local Government shall provide a certification to the State that all real property has been acquired, all environmental problems have been remediated, and all conflicting utilities have been adjusted.

9. Compliance with Texas Accessibility Standards and ADA

All parties to this agreement shall ensure that the plans for and the construction of the project subject to this Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Engineering Services

Engineering services will be provided by the Local Government. In procuring professional services, the parties to this agreement must comply with federal requirements cited in 23 CFR Part 172 if the project is federally funded and with Government Code 2254, Subchapter A, in all cases. Professional services contracts for federally funded projects must conform to federal requirements.

A. The engineering plans shall be developed in accordance with the State's applicable *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges.* All roadway improvement designs for on-system highways must comply with the latest version of TxDOT manuals, including but not limited to, the Roadway

Design Manual, the Pavement Design Manual, the Hydraulic Design Manual, the Texas Manual on Uniform Traffic Control Devices, and the latest versions of the Americans with Disabilities Act Accessibility Guidelines (ADAAG) and the Texas Accessibility Standards (TAS). All roadway improvement designs for off-system roads must comply with the minimum standards of the latest version of AASHTO Policy on Geometric Design of the Highways and Streets, the Texas Manual on Uniform Traffic Control Devices, and the latest versions of the Americans with Disabilities Act Accessibility Guidelines (ADAAG) and the Texas Accessibility Standards (TAS). All bicycle path and bicycle lane designs must comply with the latest version of the AASHTO Guide for the Development of Bicycle Facilities, the Texas Manual on Uniform Traffic Control Devices, the Hydraulic Design Manual, and the latest versions of the Americans with Disabilities Act Accessibility Guidelines (ADAAG) and the Texas Accessibility Standards (TAS). For new shared bicycle lanes on a signed, designated bicycle route, the minimum lane width must be 14 feet, measured from the existing center stripe to the curb or shoulder, where applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges*. The use of other systems of specifications shall be approved by the State in writing in advance.

B. The Local Government shall submit any plans it has completed to the State for review and approval. The Local Government may also submit the plans to the State for review anytime prior to completion. The Local Government shall make the necessary revisions determined by the State. The Local Government will not let the construction contract until all required plans have received State approval.

C. The Local Government shall submit to the State all documentation relating to authorized costs incurred for providing engineering services. Reasonable, allowable, and allocable costs incurred by the Local Government, after the Local Government has obtained written authorization from the State to incur costs, will be eligible for reimbursement at an amount not to exceed one hundred percent (100%) of the eligible authorized costs.

11. Construction Responsibilities

A. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders, which may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

B. All contract letting and award procedures must be approved by the State prior to letting and award of the construction contract, whether the construction contract is awarded by the State or by the Local Government.

C. All contract change order review and approval procedures must be approved by the State prior to start of construction.

D. Upon completion of the Project, the party constructing the project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.

For federally funded contracts, the parties to this agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR Part 635, Subpart B.

Any field changes, supplemental agreements or revisions to the design plans that may occur after the construction contract is awarded will be mutually agreed to by the State and the Local Government prior to authorizing the contractor to perform the work. Prior to completion of the Project, the party responsible for construction will notify the other party to this Agreement of the anticipated completion date. All parties will be afforded the opportunity to assist in the final review of the construction services performed by the contractor.

12. Project Maintenance

Upon completion of the Project, the Local Government will be responsible for maintaining the completed facility for public use for a period of at least ten (10) years. Any manufacturer warranties extended to the Local Government as a result of the Project shall remain in the name of the Local Government. The State shall not be responsible for honoring any warranties under this agreement.

13. Local Project Sources and Uses of Funds

A. Project Cost Estimate: A Project Cost Estimate and Payment Schedule is provided in Attachment C, showing the total estimated development cost of the Project. This estimate shows the itemized cost of real property, environmental assessments and remediation, engineering activities, construction, and any other substantial items of cost. To be eligible for reimbursement, costs must have been included in the itemized budget section of the application approved by the Texas Transportation Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before the issuance of a formal Letter of Authority by the Federal Highway Administration. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal Letter of Authority is formally issued.

If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before a letter of authority is issued. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation.* The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may

deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

B. A Source of Funds estimate is also provided in Attachment C. Attachment C shows the percentage and absolute dollar amounts to be contributed to the Project by federal and local sources.
C. If the project is not on the State Highway System, the Local Government may be responsible for all non-federal and non-state participation costs associated with the Project. Over run funding of up to fifteen percent (15%) in excess of the approved project construction cost may be approved by the State. The Local Government is responsible for any overruns not approved by the State and any operating or maintenance expenses.
D. The State will be responsible for securing the federal share of funding required for the development and construction of the Project, in an amount not to exceed one hundred percent (100%) of the actual cost of the work up to the amount of construction funds approved for the Project by the Texas Transportation Commission and one hundred percent (100%) of the project development cost . Federal funds will be reimbursed on a cost basis. Project costs incurred prior to Project selection by the Texas Transportation Commission and approval by the State to proceed are not eligible for reimbursement.
E. In the event the State determines that additional funding is required by the Local Government at any time during the development of the Project, the State will notify the Local Government in writing. The Local Government will make payment to the State within thirty (30) days from receipt of the State's written notification.
F. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government will remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Until the final project accounting, funds in the escrow account may only be applied by the State to the Project.
G. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government, the State, or the Federal Government will be promptly paid by the owing party. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement.
H. In the event the Project is not completed, the State may seek reimbursement from the Local Government of the expended federal funds. The Local Government will remit the required funds to the State within sixty (60) days from receipt of the State's notification.
I. The State will not pay interest on any funds provided by the Local Government.
J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.

K. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by the local government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

L. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

M. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.

14. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

Local Government:	State:
County of Hidalgo	Director of Contract Services
Attn: County Judge	Texas Department of Transportation
P.O. Box 1356	125 E. 11th Street
Edinburg, Texas 78540	Austin, Texas 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

15. Legal Construction

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or

unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

16. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

17. Ownership of Documents

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State as required by the State. The originals shall remain the property of the Local Government.

18. Document and Information Exchange

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

19. Compliance with Laws

The parties shall comply with all Federal, State, and Local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

20. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the agreement's subject matter.

21. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable and allocable to the Project.

22. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

23. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally

funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved.

Whenever American Recovery and Reinvestment Act of 2009 (ARRA) funds are used and the Local Government is performing any work, either directly or through a contractor, it must comply with the following provisions. If a Local Government is receiving ARRA funds, but is not performing any work, the following provisions apply, if appropriate, and to the extent necessary to comply with ARRA regulations.

Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

In accordance with Section 902 of the ARRA, should this agreement involve the expenditure of ARRA funds, then the U.S. Comptroller General and its representatives shall have the authority to:

- **a.** examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to the contract or subcontract; and
- **b.** interview any officer or employee of the contractor or any of its subcontractors, or any State or local agency administering the contract regarding such contracts.

Nothing in the section previously mentioned shall be interpreted to limit or restrict in any way the existing authority of the Comptroller General.

In accordance with Section 1515(a) of the ARRA, with respect to each contract or grant awarded using covered funds, any representative of an appropriate inspector general appointed under Section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), is authorized:

- **a.** to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to and involve transactions relating to the contract, subcontract, grant, or subgrant; and
- **b.** to interview any officer or employee of the contractor, grantee or subgrantee, or agency regarding such transactions.

Section 1515(b) further provides that nothing in the section previously mentioned shall be interpreted to limit or restrict in any way the existing authority of an inspector general.

The ARRA requires that the Contractor report monthly employment information for its firm as well as that of all of its subcontractors. The Contractor, similarly, shall include

this reporting requirement in all of its subcontracts. Failing to include the requirement in agreements with subcontractors can serve as grounds for contract termination.

Form FHWA-1589, Monthly Employment Report, promulgated by the Federal Highway Administration (FHWA), captures the necessary monthly employment information and shall be submitted by the Contractor on a regular basis to the LG (Local Government). It is the responsibility of the LG to obtain this form from the prime Contractor and any subcontractors and, the LG shall verify the accuracy, completeness, and reasonableness of the data contained in the form. The LG shall ensure that this form is submitted by the LG to the State according to the policies and at the direction of the State.

In order to meet any other FHWA and ARRA reporting requirements, the LG shall provide to the State all information requested by the State, including data or information in possession of contractors and subcontractors for completing other necessary reporting forms, and the information shall be submitted in the manner required and according to all due dates as set by the State.

Furthermore, the ARRA mandates that the U.S. Comptroller General's Office shall have authority to examine the records of the contractor, subcontractor, or local agency relating to the project at any time.

24. Office of Management and Budget (OMB) Audit Requirements

The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

Whenever funds from the ARRA are distributed to a Local Government, the Local Government must complete its Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC), as required by OMB Circular A-133, and separately identify any ARRA expenditures for Federal Awards.

25. Civil Rights Compliance

The Local Government shall comply with the regulations of the Department of Transportation as they relate to nondiscrimination (49 CFR Chapter 21 and 23 CFR §710.405(B)), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

26. Disadvantaged Business Enterprise Program Requirements

The parties shall comply with the Disadvantaged/Minority Business Enterprise Program requirements established in 49 CFR Part 26.

27. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this

contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification.

28. Lobbying Certification

In executing this Agreement, the signatories certify to the best of his or her knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
Submission of this certification is a prerequisite imposed by Title 31 U.S.C. §1352 for making or entering into this transaction. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

29. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

30. Signatory Warranty

The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

CSJ # 0921-02-269
District # 21- Pharr
Code Chart 64 # 50109
Project: Esparza & Betts
Elementary Schools
Federal Highway Administration
CFDA #20.205

IN TESTIMONY HEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE LOCAL GOVERNMENT

By: _____
(Signature)

Printed Name: _____

Title: _____

Date: _____

THE STATE OF TEXAS
Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
Carol Rawson, P.E., Director
Traffic Operations Division

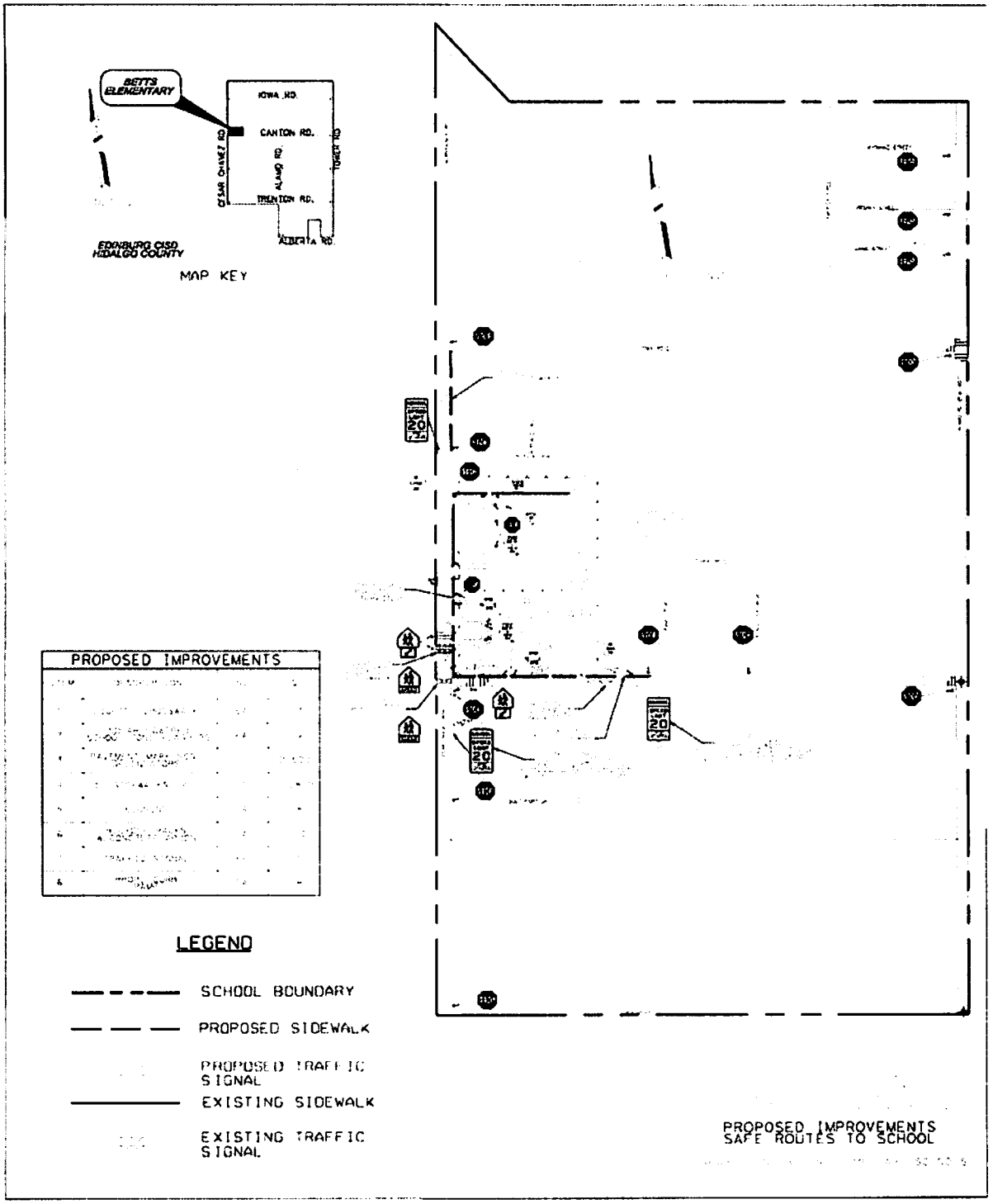
Date: _____

CSJ # 0921-02-269
District # 21- Pharr
Code Chart 64 # 50109
Project: Esparza & Betts
Elementary Schools
Federal Highway Administration
CFDA #20.205

ATTACHMENT A
RESOLUTION OF LOCAL GOVERNMENT

CSJ # 0921-02-269
District # 21- Pharr
Code Chart 64 # 50109
Project: Esparza & Betts
Elementary Schools
Federal Highway Administration
CFDA #20.205

ATTACHMENT B
PROJECT LOCATION MAP



CSJ # 0921-02-269
District # 21- Pharr
Code Chart 64 # 50109
Project: Esparza & Betts
Elementary Schools
Federal Highway Administration
CFDA #20.205

ATTACHMENT C
PROJECT BUDGET ESTIMATE AND SOURCE OF FUNDS
Esparza and Betts Elementary Schools
CSJ: 0921-02-269

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Preliminary Engineering (by LG)	$ 50,000.00	100%	$50,000.00	0%	$0	0%	$0
Environmental (by LG)	$ 10,000.00	100%	$10,000.00	0%	$0	0%	$0
Construction (Admin. by State)	$ 371,360.00	100%	$371,360.00	0%	$0	0%	$0
Subtotal	$ 431,360.00		$431,360.00		$0		$0
Engineering Phase Direct State Costs	$ 8,700.00	100%	$ 8,700.00	0%	$0	0%	$0
Construction Phase Direct State Costs	$ 53,847.20	100%	$ 53,847.20	0%	$0	0%	$0
Indirect State Costs	$ 26,744.32	100%	$ 26,744.32	0%	$0	0%	$0
TOTAL	$ 520,651.52		$520,651.52		$0		$0

This is an estimate only, final participation amounts will be based on actual charges to the project.

AI-25051 **21.B.**

Letter of Intent - Texas Shelter Initiative Grant

CC REGULAR

Date:	02/01/2011
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Submitted For:	Humberto Garza
Department:	EXECUTIVE OFFICE
Agenda Category:	Precinct #4

Information

CAPTION

Discussion & possilbe action regarding a letter of intent to be submitted by Pct. 4, related to the Texas Safe Shelter Initiative Grant

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Discussion and possible action.
There will be local share (funding) needed from the three collaborating parties.

Attachments

Link: letter

Form Routing/Status

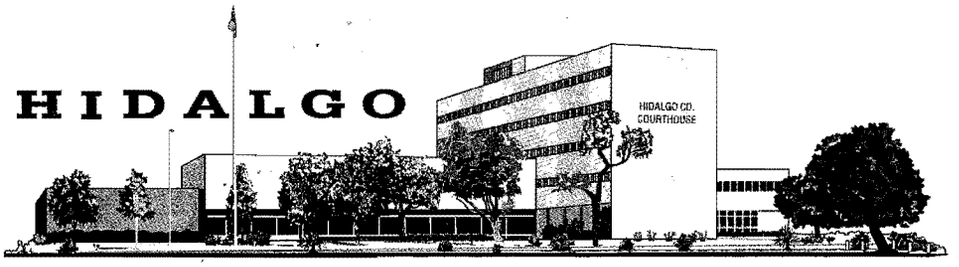
Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/27/2011 12:52 PM	APRV
2	Manuel Chapa	Manuel Chapa	01/28/2011 04:54 PM	APRV
3	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Monica Badillo — Started On: 01/27/2011 11:46 AM

Final Approval Date: 01/28/2011

COUNTY of HIDALGO

JOSEPH PALACIOS
1051 N. DOOLITTLE RD.
EDINBURG, TEXAS 78542
OFFICE: (956) 383-3112
FAX: (956) 381-5905



COUNTY COMMISSIONER, PCT. NO. 4

January 26, 2011

VIA: FIRST CLASS MAIL
Greg Pekar, Mitigation Section Administration
Texas Department of Public Safety Emergency Management
P.O. Box 4087
Austin, Texas 78773-0226

Re: Texas Safe Shelter Initiative

Dear Mr. Pekar

Hidalgo County in collaboration with the Edinburg Consolidated Independent School District (ECSD) and the Boys & Girls Clubs of Edinburg RGV is hereby submitting a letter of intent to apply for a "Safe Shelter" grant through the Texas Safe Shelter Initiative.

The facility will conform to the specifications and requirements of the program with respect to size, design and usage. It will be built in the San Carlos community, an especially impoverished area of Hidalgo County. The specific location is property between JFK Elementary (Rt 1 Box 232-R Edinburg, Texas 78539) and San Carlos Elementary (505 S. 83rd Street, Edinburg, Texas 78539).

The exact size and cost is currently being determined by architects and engineers. These figures will be provided and certified as part of the final required submission. It is estimated that the facility will be a minimum of 15,000 square feet and cost $2,000,000. The local share of 25% of the construction costs will be provided by a combination of the three collaborating parties.

The secondary use of facility will be a Boys & Girls Club branch. The new Club branch will be in an area of the County that is growing rapidly and has great need for the services of the Club. The Club serves children that are subject to multiple risks factors including dropping out of school, delinquency, substance abuse, domestic violence, etc. Club programs have been found, through rigorous national evaluations, to reduce these risks among client populations. Although the Club serves all income levels the great preponderance of its members are from families living at or below poverty levels.

We have attached a floor plan showing the projected facility and its ability to meet both its primary and secondary purposes.

Thank you very much for this opportunity to serve the citizens of Hidalgo County with much needed refuge from hurricane and other natural disasters while enabling our children and youth to participate in the acclaimed and research validated program of the Boys & Girls Club.

Sincerely,

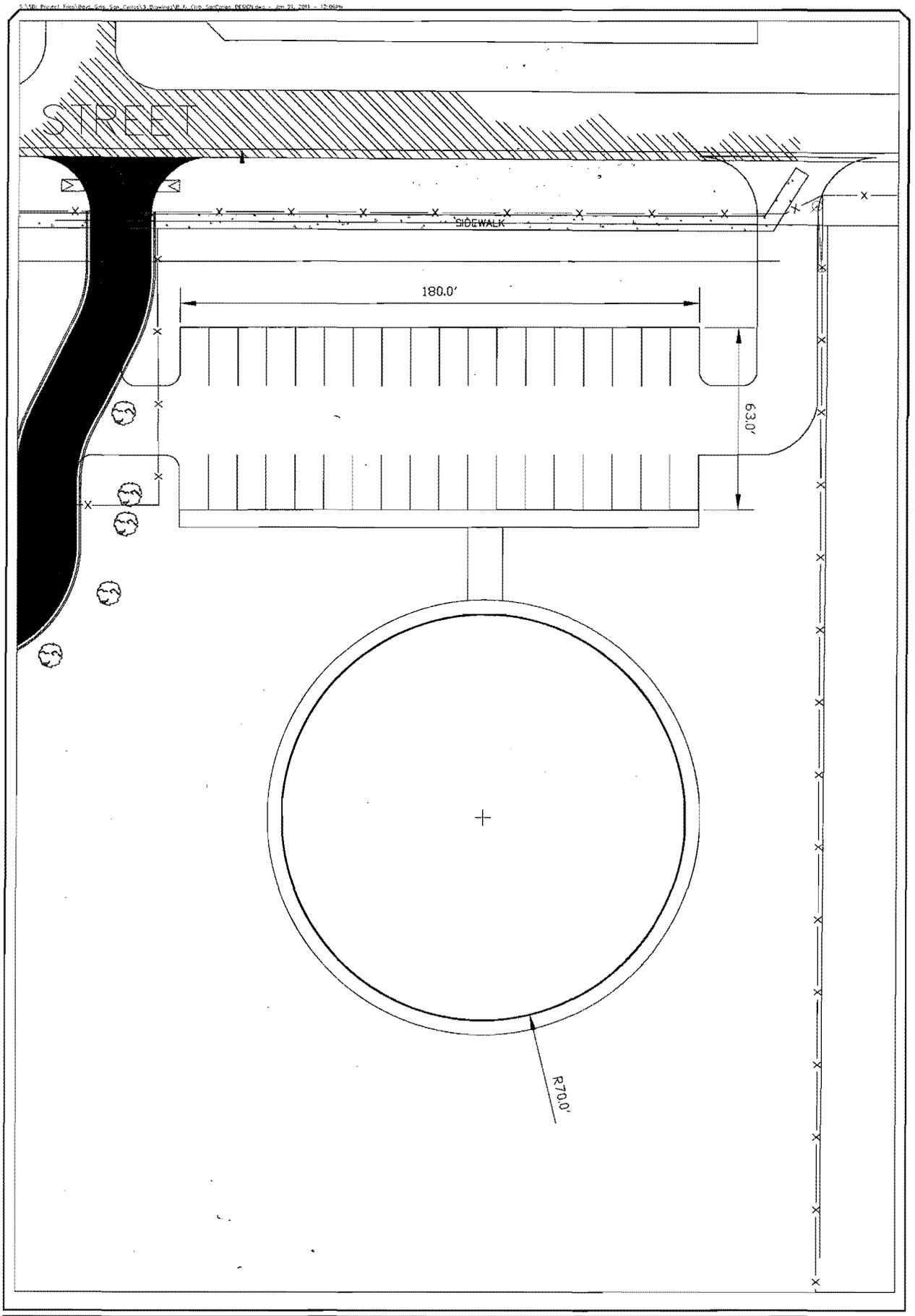
Joseph Palacios

Joseph Palacios
County Commissioner

cc: ***Hidalgo County Judge***
Hidalgo County Commissioners
Dr. Rene Gutierrez, Edinburg CISD
Eddie Olivarez, Director-Health Department
Tony Pena, Emergency Management Coordinator
Juan Martinez, Hidalgo County Fire Marshal
Eddie Guerra, Constable-Pct. 4

Encl.

JP/hg



NOT FOR CONSTRUCTION

SDI ENGINEERING, LLC

CIVIL • TRANSPORTATION • PLANNING • STORMWATER

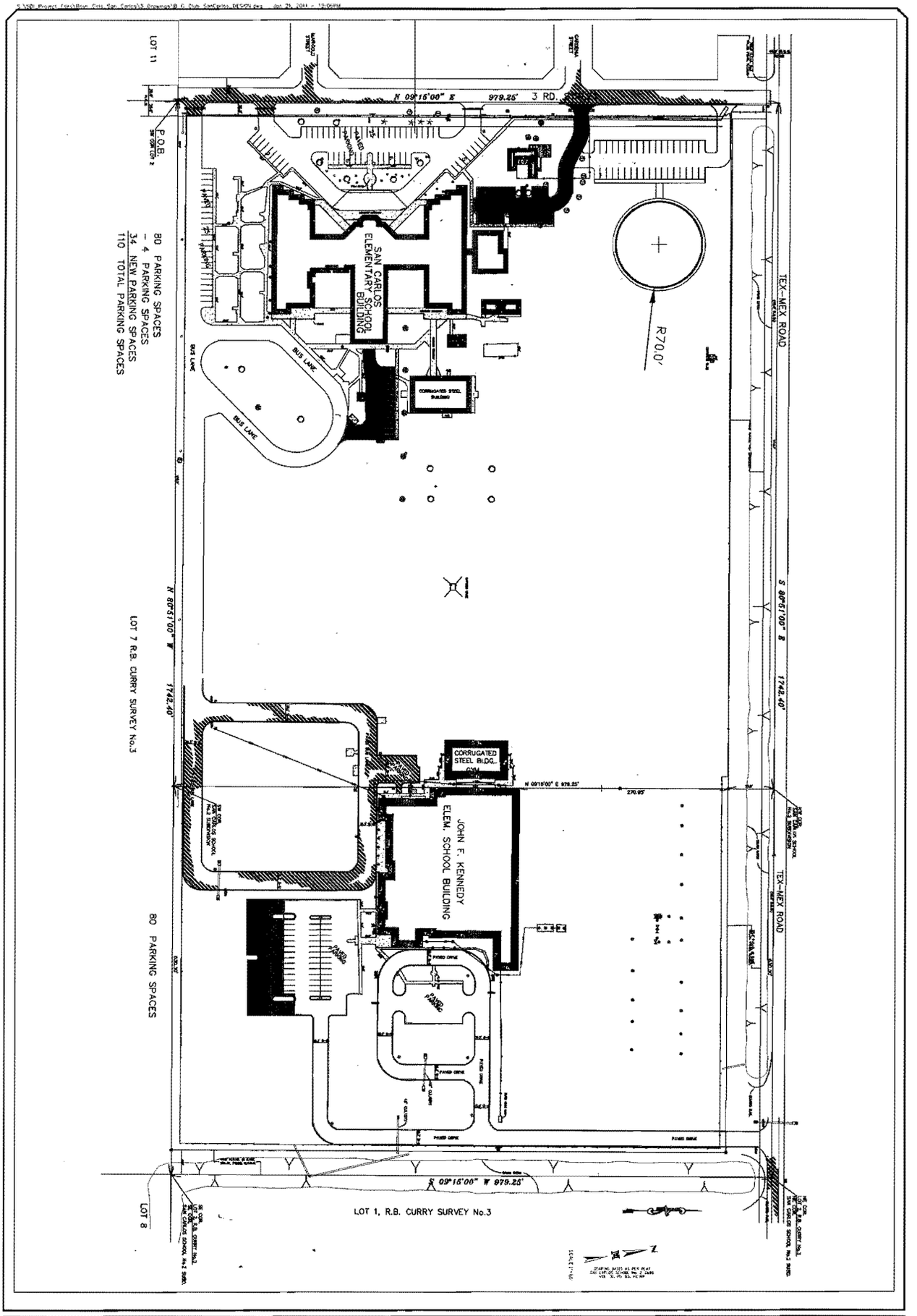
3515 N. SUGAR RD., PHARR, TEXAS 78577 (956) 783-7634 PH. (956) 287-3697 FAX

INFO@SDI-ENGINEERING.COM

TEXAS SAFE SHELTER INITIATIVE
FEMA GRANT PROGRAM

ECISD PROPERTY – SAN CARLOS
CONCEPTUAL PLAN

DATE: 1/21/11



NOT FOR CONSTRUCTION

THIS DOCUMENT IS INTENDED FOR REVIEW ONLY AND IS NOT INTENDED FOR BIDDING, PERMIT OR CONSTRUCTION PURPOSES

SDI ENGINEERING, LLC

ENGINEER (CAL) POSADAS
TEXAS REGISTRATION NO. 89435

DATE: Jan 21, 2011

SHEET 1 of 2

TBPE REG. NO. F-13078

SCALE: N.T.S.

SDI ENGINEERING, LLC

CIVIL • TRANSPORTATION • PLANNING • STORMWATER

3515 N. SUGAR RD., PHARR, TEXAS 78577 (956) 783-7634 PH. (956) 287-3697 FAX

INFO@SDI-ENGINEERING.COM

TITLE: TEXAS SAFE SHELTER INITIATIVE
FEMA GRANT PROGRAM

ECISD PROPERTY – SAN CARLOS
SITE LAYOUT

DESIGNED BY	DRAWN BY	CHECKED BY	APPROVED BY	DATE
JP	JP	AB	JP	1/21/11

AI-25024 **22.A.**

Certification of Revenue from Intergovernmental Contracts
CC REGULAR

Date: 02/01/2011
Submitted By: Maria Medina, AUDITOR'S OFFICE
Department: AUDITOR'S OFFICE

Agenda Category: Budget and Management **Sub-category:** Auditor's Office

Information

CAPTION

1. Approval of certification of revenue, as certified by the County Auditor, for 2010 intergovernmental contracts in the total amount of $188,067.57.

2. Approval of 2010 appropriation of certified revenue for various TxDOT (1315) projects in the total amount of $183,319.41.

3. Approval of 2010 appropriation of certified revenue for Certificate of Obligation Series 2006-Pct. 4 (1336) for the 10th Street Project (program 030) in the amount of $4,748.16.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1315-431-00-12X-0XX-0-XX1
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Appropriation of new certified funds in various TxDOT projects in the total amount of $183,319.41.

FISCAL YEAR: 2010 **ACCT. #:** 0-1336-431-00-124-030-0-711
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Appropriation of new certified funds in CO2006 - Pct. 4 - 10th Street project in the amount of $4,748.16.

Attachments

Link: Certification

Form Routing/Status

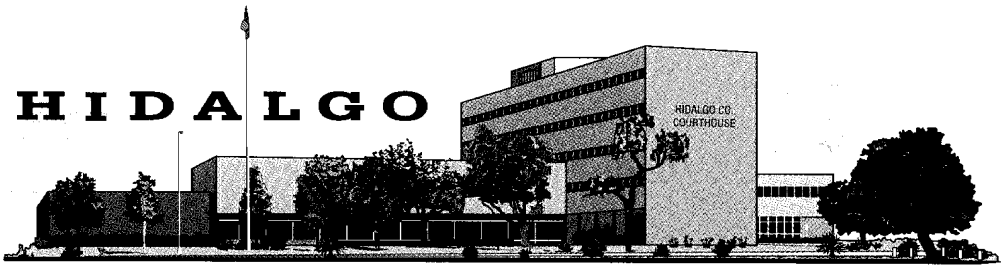
Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	01/27/2011 07:34 AM	APRV
2	Erika Zamora	Erika Zamora	01/28/2011 10:30 AM	APRV
3	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Maria Medina

Started On: 01/26/2011 03:03 PM

Final Approval Date: 01/28/2011

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

January 26, 2011

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

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0707 SPECIAL BUDGET FOR REVENUE FROM INTERGOVERNMENTAL CONTRACTS:

> The county auditor shall certify to the commissioners court the receipt of all revenue from intergovernmental contracts that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the revenue for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the following revenues from interlocal agreements with TXDOT and various cities. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	INTERLOCAL AGREEMENT
$ 587.08	TXDOT – FM1924 PH1
$ 5,266.00	TXDOT – FM2061
$ 9,016.39	TXDOT – FM1015
$ 809.00	TXDOT – FM1924 PH2
$97,652.06	TXDOT – FM88
$27,472.97	TXDOT – Mile 2 West
$39,269.58	City of Edinburg – North "I" Road
$ 3,246.33	City of Elsa – FM88
$ 4,748.16	City of Edinburg – 10th Street

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

1/26/11
Date

HIDALGO COUNTY DISTRICT JUDGES

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

DATE: February 1, 2011

DEPARTMENT HEAD: Raymundo Eufracio, CPA

DEPARTMENT NAME: Auditor's Office

0-1315-431-00-xxx-xxx-x-xxx
0-1315-334-30-xxx-xxx-x-xxx
0-1315-337-00-xxx-xxx-x-xxx
0-1336-431-00-124-030-0-711

ACCOUNT NUMBER: 0-1336-337-00-124-001-0-000

SUBJECT: Inter-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C, Section 111.070, Subsection C.

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with Local Government Code, Chapter 111 Subchapter C, Section 111.070, Subsection C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
0-1315-431-00-123-023-0-841	TXDOT-FM1924 PH1-AID TO GOVT AGENCY	587.08
0-1315-334-30-123-001-0-000	INTERGOVT'L REV - TXDOT - FM1924 PH I	587.08
0-1315-431-00-122-025-0-841	TXDOT ROW-FM2061-PRJ6-AID TO GOVT AGENCY	5,266.00
0-1315-334-30-122-001-0-000	INTERGOVT'L REV-TXDOT-FM2061	5,266.00
0-1315-431-00-121-034-0-841	TXDOT-FM1015-AID TO GOVT AGENCY	9,016.39
0-1315-334-30-121-001-0-000	INTERGOVT'L REV-TXDOT-FM1015	9,016.39
0-1315-431-00-123-031-0-841	TXDOT-FM1924 PH2-AID TO GOVT AGENCY	809.00
0-1315-334-30-123-002-0-000	INTERGOVT'L REV - TXDOT - FM1924 PH II	809.00
0-1315-431-00-121-037-0-841	TXDOT-FM88-AID TO GOVT AGENCY	97,652.06
0-1315-334-30-121-002-0-000	INTERGOVT'L REV-TXDOT-FM88	97,652.06
0-1315-431-00-121-040-0-711	TXDOT PRJ-MILE 2 WEST- MILE12-US83-ROW	27,472.97
0-1315-334-30-121-003-0-000	INTERGOVT'L REV-TXDOT-MILE 2 W	27,472.97
0-1315-431-00-124-023-0-711	TXDOT-PCT4-"I" RD(OWASSA-US281)-ROW	39,269.58
0-1315-337-00-124-001-0-000	INTERGOVT'L REV-EDINBURG-N "I" RD PH II	39,269.58
0-1315-431-00-121-037-0-841	TXDOT-FM88-AID TO GOVT AGENCY	3,246.33
0-1315-337-00-121-001-0-000	INTERGOVT'L REV-ELSA-FM88	3,246.33
0-1336-431-00-124-030-0-711	C.O,.2006-PCT4-10TH ST(SH107-FM1925)-ROW	4,748.16
0-1336-337-00-124-001-0-000	INTERGOVT'L REV-EDINBURG-10 TH ST	4,748.16
	TOTAL BUDGET INCREASE (DECREASE)	0.00

REASON: To Appropriate for actual expenditures incurred for various TXDOT projects and 10 TH Street project and record the estimate revenues.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

Hidalgo County

Balance Sheet Detail By Account

Account No/Description				Debit	Credit
0-1315-115-00-000-002-0-000 TXDOT PROJECTS-A/R CONDEMNATION CASES					
			*** Beginning Balance**	**10,452.00**	**.00**
*** Payments**					
DATE	CHECK/CLAIM PO NO.	INVOICE NO.	BATCH VENDOR		
08/10/10	0400013329	CCD-1442-A FM 1924 PH 1 P# 27	05207 235091 VALLEY LAND TIT	345.54	
08/10/10	0400013330	CCD-1444-B FM 1924 PH 1 PH 7	05207 235091 VALLEY LAND TIT	349.54	
			Total:	**695.08**	
				- 108.-	
*** Journal Entries**				587.08	Deferred
DATE	REFERENCE	BATCH	DESCRIPTION		
10/13/10	JE-04497	06667	RCL PRT CK#04-13329 CHRG WRG A P# 27		52.00
10/13/10	JE-04497	06667	RCL PRT CK#04-13330 CHRG WRG A P# 7		56.00
			Total:		**108.00**
			*** Ending Balance**	**11,039.08**	**.00**

Account No/Description		Debit	Credit
0-1315-126-20-000-004-0-000 DUE FROM STATE-TXDOT-FM2061 FLDWY-FM3072			
	*** Beginning Balance**	267,032.78	.00

*** Receipts**

DATE	RECEIPT NO.	BATCH	RECEIVED FROM	DESCRIPTION		
01/08/10	134546	20 01133	AUDITOR'S	ST.COMP. FM 2061 P#	FM 2061 P#1	6,488.00
01/08/10	134546	20 01133	AUDITOR'S	ST.COMP. FM 2061 P#	FM 2061 P#1	230.00
01/08/10	134549	20 01133	AUDITOR'S	ST. COMP. FM 2061 P	FM 2061 P# 7	11,000.00
01/08/10	134549	20 01133	AUDITOR'S	ST. COMP. FM 2061 P	FM 2061 P# 7	243.00
01/08/10	134550	20 01133	AUDITOR'S	ST. COMP. FM 2061 P	FM 2061 P# 10	2,345.00
01/08/10	134550	20 01133	AUDITOR'S	ST. COMP. FM 2061 P	FM 2061 P# 10	234.00
01/08/10	134551	20 01133	AUDITOR'S	ST. COMP. FM 2061 P	FM 2061 P# 20	980.00
01/08/10	134551	20 01133	AUDITOR'S	ST. COMP. FM 2061 P	FM 2061 P# 20	230.00
01/08/10	134552	20 01133	AUDITOR'S	ST. COMP. FM 2061 P	FM 2061 P# 31	24,500.00
01/08/10	134552	20 01133	AUDITOR'S	ST. COMP. FM 2061 P	FM 2061 P# 31	339.00
01/08/10	134554	20 01133	AUDITOR'S	ST. COMP. FM 2061 P	FM 2061 P# 35	32,500.00
01/08/10	134554	20 01133	AUDITOR'S	ST. COMP. FM 2061 P	FM 2061 P# 35	384.00
01/08/10	134555	20 01133	AUDITOR'S	ST. COMP. FM 2061 P	FM 2061 P# 36	3,780.00
01/08/10	134555	20 01133	AUDITOR'S	ST. COMP. FM 2061 P	FM 2061 P# 36	237.00
				Total:		**83,490.00**

JE-95842 Undfr Rev.
JE-95842
JE-95842
JE-95842
Paid 2006 NO DEFER REV
JE-95842
Paid 2006 NO DEFR REV

*** Payments**

DATE	CHECK/CLAIM	PO NO.	INVOICE NO.	BATCH	VENDOR		
04/27/10	0400013129		FM2061 P#12	03266	102156	EDWARDS ABSTRAC	234.00
04/27/10	0400013134		FM2061 P#12	03266	379549	MORALES, ROBERT	5,032.00
				Total:			5,266.00
				*** Ending Balance**			188,808.78

DEFER REV

.00

Hidalgo County

Balance Sheet Detail By Account

Account No/Description

0-1315-126-20-000-005-0-000 DUE FROM STATE-TXDOT-FM1015 MILE9-MILE12

	Debit	Credit
*** Beginning Balance**	956.00	.00

*** Receipts**

DATE	RECEIPT NO.	BATCH	RECEIVED FROM	DESCRIPTION	
06/23/10	138651	20 04396	ST.COMPTROLLER	FM 1015 P#13 FM 1015 P#13	2,400.00
11/12/10	142142	20 07244	ST.COMPTROLLER	FM1015 P# 13 FM1015 P# 13	7,572.39
				Total:	**9,972.39**

*** Payments**

DATE	CHECK/CLAIM	PO NO.	INVOICE NO.	BATCH	VENDOR	
04/06/10	0400013092		CCD-1554-F	02848	237302 GUAJARDO, ARTUR	A 6,220.00
04/06/10	0400013099		CCD-1554-F	02848	156434 PALACIOS, TORIB	800.00
04/06/10	0400013100		CCD-1554-F	02848	378976 SALDANA, M. EST	800.00
04/06/10	0400013102		CCD-1554-F	02848	246514 TREVINO, EDDY	800.00
10/12/10	0400013431		CCD-1554-F	06552	229245 SIERRA TITLE OF	B 396.39
					Total:	**9,016.39**
					*** Ending Balance**	**.00**

6,220 A
396.39 B
+ 956 C
7,572.39

ck# 12844 issued on 12/15/09

.00

6,220.00+
396.39+
2,400.00+

9,016.39*REV

Account No/Description				Debit	Credit
0-1315-126-20-000-006-0-000 DUE FROM STATE-TXDOT-FM1924 PH II					
			*** Beginning Balance**	**39,155.00**	**.00**
*** Payments**					
DATE CHECK/CLAIM PO NO.	INVOICE NO.		BATCH VENDOR		
08/31/10 0400013355	CCD-1515-B	P#29	05621 229245 SIERRA TITLE OF	234.00	
08/31/10 0400013356	CCD-1497-B	P# 7	05621 229245 SIERRA TITLE OF	301.00	
10/12/10 0400013430	CCD-1495-A	P# 6	06552 229245 SIERRA TITLE OF	310.00	
			Total:	**845.00**	
*** Journal Entries**					
DATE REFERENCE BATCH	DESCRIPTION				
09/30/10 JE-04298 06455	RCL PRT CK#04-13356 CHRG WRG A	P# 7			36.00
			Total:		**36.00**
			*** Ending Balance**	**39,964.00**	**.00**

- 36. ✓
809.00 – DEFER

Account No/Description

0-1315-126-20-000-007-0-000 DUE FROM STATE-TXDOT-FM88

					Debit	Credit
				* Beginning Balance	21,546.65	.00

15,618.24+ ck issued in 2009
481.00+ C_1
112.00+ C_2
16,211.24* C
cks issued in 2009
ck issued in 2008

*** Receipts**

DATE	RECEIPT NO.	BATCH	RECEIVED FROM	DESCRIPTION		
02/17/10	135495	20 02065	ATLAS & HALL	FM 88 P#10	FM 88 P#10	94,743.00 E
05/13/10	137649	20 03676	ST. COMPTROLLER	FM 88 P#20	FM 88 P#20	16,211.24 C
05/13/10	137651	20 03676	ST. COMPTROLLER	FM 88 P#9	FM 88 P#9	73,394.80 A
05/13/10	137652	20 03676	ST. COMPTROLLER	FM 88 P#1	FM 88 P#1	10,169.13 B
05/13/10	137653	20 03676	ST. COMPTROLLER	FM 88 P#20	FM 88 P#20	3,000.00 ✓
11/12/10	142141	20 07244	ST.COMPTROLLER	FM 88 P# 54	FM 88 P# 54	2,928.41 ✓
				Total:		200,446.58

*** Payments**

DATE	CHECK/CLAIM	PO NO.	INVOICE NO.	BATCH	VENDOR	
02/02/10	0400012971		FM88 P#9	01578	229245 SIERRA TITLE OF	73,394.80 A
02/23/10	0400013003		FM88 P#2	02042	229245 SIERRA TITLE OF	10,169.13 D — DEFER
02/23/10	0400013004		FM88 P#1	02042	229245 SIERRA TITLE OF	10,169.13 B
03/16/10	0400013068		CCD-0019-D P#20	02461	229245 SIERRA TITLE OF	481.00 C_1
01/25/11	0400013599		CCD-0009-A P#10	08506	229245 SIERRA TITLE OF	3,438.00 E_1 — offset with E
					Total:	☆ 97,652.06

*** Journal Entries**

DATE	REFERENCE	BATCH	DESCRIPTION		
05/17/10	JE-01794	03721	ADJ A137649 FM88 P#20 REC FEE To R&B CO wide - Miscel. Rev.	112.00 C_2	
			Total:	112.00	
			* Ending Balance	.00	81,135.87

10,169.13 D — DEFER

10,169.13+DEFER
87,482.93+REV

97,652.06*

73,394.80+
10,169.13+
481.00+
3,438.00+

87,482.93* REV

Hidalgo County

Balance Sheet Detail By Account

Account No/Description

0-1315-126-20-000-009-0-000 DUE FROM STATE-TXDOT-MILE2W-MILE12-US83

		Debit	Credit
	* Beginning Balance	255,419.32	.00

*** Receipts**

DATE	RECEIPT NO.	BATCH	RECEIVED FROM	DESCRIPTION		
01/19/10	134765	20 01296	ST. COMP TX DOT MILE 2 W 01	MILE 2 W P# 97	cks issued in 2009	888.62
05/06/10	137441	20 03548	ST.COMPTROLLER MI 2 W P#146	MILE 2 W P# 146	cks issued in 2009	4,579.30
06/18/10	138503	20 04316	ST.COMPTROLLER MI 2W P#103	MILE 2W P#103	cks issued in 2009	4,546.03
06/18/10	138506	20 04316	ST.COMPTROLLER MI 2W P#122	MILE 2W P#122		5,736.14 A
06/18/10	138508	20 04316	ST.COMPTROLLER MI 2W P#123	MILE 2W P#123		4,567.94 B
06/18/10	138510	20 04316	ST.COMPTROLLER MI 2W P#128	MILE 2W P#128		5,988.74 C
06/18/10	138522	20 04316	ST. COMP. MILE 2 W, MILE 6 W	MILE 2W ENGINEER	cks issued in 2009	242,025.37
08/18/10	139993	20 05482	ST.COMPTROLLER MILE 2W P#154	MILE 2 W P#154		9,260.15 D
			Total:			277,592.29

*** Payments**

DATE	CHECK/CLAIM	PO NO.	INVOICE NO.	BATCH	VENDOR	
04/06/10	0400013093		CCD-0023-E P#154	02848	237302 GUAJARDO, ARTUR	9,000.00 D_1
04/06/10	0400013098		CCD-0023-E P#154	02848	281913 MACIAS, JOSE CA	960.00 > DEFER
04/06/10	0400013101		CCD-0023-E P#154	02848	331988 TORRES, CHRISTO	960.00
04/06/10	0400013103		MILE 2 W P# 123	02848	363308 VALLEY LAND TIT	4,567.94 B
04/06/10	0400013104		MILE 2 W P# 128	02848	363308 VALLEY LAND TIT	5,988.74 C
04/06/10	0400013105		MILE 2 W P# 122	02848	363308 VALLEY LAND TIT	5,736.14 A
06/22/10	0400013239		MILE 2 W P# 154	04259	363308 VALLEY LAND TIT	260.15 D_2
			Total:			27,472.97
			* Ending Balance			5,300.00 .00

25,552.97+ REV
1,920.00+ DEFER

27,472.97*

object code 711

960.00+
960.00+

1,920.00* DEFER

9,000.00+
4,567.94+
5,988.74+
5,736.14+
260.15+

25,552.97* REV

Account No/Description				Debit	Credit
0-1315-126-30-000-003-0-000 DUE FROM OTHER GOVT-EDINBURG-N "I" RD					
			*** Beginning Balance**	**74,784.54**	**.00**
*** Payments**					
DATE CHECK/CLAIM PO NO.	INVOICE NO.		BATCH VENDOR		
02/08/10 0400012972	CCD-0024-A	P#11	01669 376787 ALISEDA, DEBORA	1,200.00	
02/08/10 0400012973	CCD-0024-A	P#11	01669 237302 GUAJARDO, ARTUR	20,000.00	
02/08/10 0400012977	CCD-0024-A	P#11	01669 154563 GONZALES, VERON	1,200.00	
02/08/10 0400012978	CCD-0024-A	P#11	01669 376809 RODRIGUEZ, SAND	1,200.00	
03/02/10 0400013040	1346	P#11	02172 100102 LEONEL GARZA, J	825.00	
06/22/10 0400013234	HID001-0135	P#11	04259 2666 ATLAS & HALL, L	4,617.33	
06/22/10 0400013234	HID001-0135	P#11	04259 2666 ATLAS & HALL, L	120.00	
07/20/10 0400013285	1	P#1	04737 381004 HLH APPRAISAL S	375.00	
07/20/10 0400013285	1	P#7	04737 381004 HLH APPRAISAL S	375.00	
07/20/10 0400013285	1	P#8	04737 381004 HLH APPRAISAL S	375.00	
07/20/10 0400013285	1	P#9	04737 381004 HLH APPRAISAL S	375.00	
07/20/10 0400013285	1	P#9A	04737 381004 HLH APPRAISAL S	375.00	
07/20/10 0400013285	1	P#10	04737 381004 HLH APPRAISAL S	375.00	
07/20/10 0400013285	1	P#12	04737 381004 HLH APPRAISAL S	375.00	
07/20/10 0400013285	1	P#13	04737 381004 HLH APPRAISAL S	375.00	
07/20/10 0400013285	1	P#14	04737 381004 HLH APPRAISAL S	375.00	
07/20/10 0400013285	1	P#18	04737 381004 HLH APPRAISAL S	375.00	
07/20/10 0400013285	1	P#19	04737 381004 HLH APPRAISAL S	375.00	
07/20/10 0400013285	1	P#20	04737 381004 HLH APPRAISAL S	375.00	
07/20/10 0400013285	1	P#21	04737 381004 HLH APPRAISAL S	375.00	
07/20/10 0400013285	1	P#22	04737 381004 HLH APPRAISAL S	375.00	
07/27/10 0400013299	2	P#23	04929 381004 HLH APPRAISAL S	375.00	
07/27/10 0400013299	2	P#24	04929 381004 HLH APPRAISAL S	375.00	
07/27/10 0400013299	2	P#25	04929 381004 HLH APPRAISAL S	375.00	
07/27/10 0400013299	2	P#26	04929 381004 HLH APPRAISAL S	375.00	
07/27/10 0400013299	2	P#27	04929 381004 HLH APPRAISAL S	375.00	
07/27/10 0400013299	2	P#28	04929 381004 HLH APPRAISAL S	375.00	
07/27/10 0400013299	2	P#29	04929 381004 HLH APPRAISAL S	375.00	
07/27/10 0400013299	2	P#30	04929 381004 HLH APPRAISAL S	375.00	
07/27/10 0400013299	2	P#31	04929 381004 HLH APPRAISAL S	375.00	
07/27/10 0400013299	2	P#32	04929 381004 HLH APPRAISAL S	375.00	
07/27/10 0400013299	2	P#41A	04929 381004 HLH APPRAISAL S	375.00	
07/27/10 0400013299	2	P#42	04929 381004 HLH APPRAISAL S	375.00	
09/14/10 0400013375	HID001-0135	P#11	05956 2666 ATLAS & HALL, L	56.00	
09/14/10 0400013375	HID001-0135	P#11	05956 2666 ATLAS & HALL, L	219.42	
09/28/10 0400013397	HID001-0135	P#11	06216 2666 ATLAS & HALL, L	81.83	
			Total:	**39,269.58** DEFER	
			*** Ending Balance**	**114,054.12**	**.00**

Hidalgo County

Balance Sheet Detail By Account

Account No/Description			Debit	Credit
0-1315-126-30-000-005-0-000 DUE FROM OTHER GOVT-ELSA-FM88				
		*** Beginning Balance**	**40,199.09**	**.00**
*** Receipts**				
DATE RECEIPT NO. BATCH	RECEIVED FROM	DESCRIPTION		
02/17/10 135495 20 02065	ATLAS & HALL FM 88 P#10	FM 88 P#10	ck issued in 2008	4,257.00
		Total:		**4,257.00**
*** Payments**				
DATE CHECK/CLAIM PO NO.	INVOICE NO.	BATCH VENDOR		
02/02/10 0400012971	FM88 P#9	01578 229245 SIERRA TITLE OF	3,246.33	
		Total:	**3,246.33** DEFER	
		*** Ending Balance**	**39,188.42**	**.00**

Account No/Description			Debit	Credit
0-1336-126-30-000-000-0-000 DUE FROM OTHER GOVT-EDINBURG-10TH ST.				
		*** Beginning Balance**	**41,921.98**	**.00**
*** Receipts**				
DATE RECEIPT NO. BATCH RECEIVED FROM		DESCRIPTION		
08/19/10 140029 20 05508 ATLAS & HALL	R.O.W.	24% 10th ST. EXT. P# 33 ck issued on 8/21/07		4.80
08/19/10 140029 20 05508 ATLAS & HALL	R.O.W.	76% 10th ST. EXT. P# 33 "		15.20 A
		Total:		**20.00**
*** Payments**				
DATE CHECK/CLAIM PO NO.	INVOICE NO.	BATCH VENDOR		
03/12/10 0400013058 P# 8	22210	02314 213055 SOUTH TEXAS LAN	84.00	
04/13/10 0400013116 P# 8	1385	02990 100102 LEONEL GARZA, J	240.00	
05/04/10 0400013151 P# 8	EXT. 10TH S	03350 379786 GUERRA, GLORIA	1,440.00	
06/01/10 0400013192 P# 8	1117931	03864 272566 HIDALGO COUNTY	7.68	
11/30/10 0400013490 P# 17	EXT. 10TH S	07393 385093 CARDONA, JOSEFA	2,400.00	
11/30/10 0400013493 P# 17	1157156	07393 272566 HIDALGO COUNTY	4.80	
11/30/10 0400013495 P# 18A	1552	07393 100102 LEONEL GARZA, J	480.00	
11/30/10 0400013497 P# 17	111110	07393 213055 SOUTH TEXAS LAN	84.00	
01/25/11 0400013589 P# 17	1162430	08506 272566 HIDALGO COUNTY	7.68	
		Total:	4,748.16 DEFER	
*** Journal Entries**				
DATE REFERENCE BATCH	DESCRIPTION			
08/31/10 JE-03751 05846	COR PRT A140029 ATLAS & HALL R		15.20 A	
		Total:	**15.20**	
		*** Ending Balance**	**46,665.34**	**.00**

AI-25052 **22.B.1.**

Appropriations for R&B Projects 2011

CC REGULAR

Date: 02/01/2011
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):
Requesting approval of 2011 appropriation of funds into the following:

Project Name	Prog #	Amount
Road & Bridge	006	$28,836.80
S. McColl (Dicker-Orangewood & 5M s. Mlty)	028	$48,977.25
ICA W/ Hidalgo (Val-Mex Dr) Rd	035	$484,375.75
Southfork Estates	040	$190,924.31
ICA W/Pharr (Sioux E. of Jackson)	046	$280,273.00
McColl Offsite Drainage	047	$28,275.68
Intersection of Owassa & Tower	048	$200,000.00
El Gato Rd (W Alamo & Tower)	051	$248,606.19
El Dora Rd (Retama-Cesar Chavez)	052	$16,335.46
BCAP Mesquite Acres Subd	460	$22,882.24
BCAP Pentecostal Subd	557	$1,100.00
BCAP Los Encinos #2 Subd	891	$2,146.30
BCAP Morningside South Subd	900	$1,118.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-122-XXX-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding available as of 01/28/2011 (Expenditure Report).

Attachments

Link: Appropriation R&B
Link: Appropriation S. McColl
Link: Appropriation Val-Mex Dr.
Link: Appropriation Southfork Estates

Link: Appropriation Sioux E. of Jackson
Link: Appropriation McColl Offsite
Link: Appropriation Intersection Owassa & Tower
Link: Appropriation El Gato Rd
Link: Appropriation El Dora Rd
Link: Appropriation Mesquite Acres
Link: Appropriation Pentecostal
Link: Appropriation Los Encinos#2
Link: Appropriation Morningside South
Link: Exp Summ

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/27/2011 12:52 PM	APRV
2	Roland Garcia	Rolando Garcia	01/28/2011 10:24 AM	APRV
3	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Yolanda Cisneros
Started On: 01/27/2011 11:59 AM
Final Approval Date: 01/28/2011

DATE: January 27, 2011

2011
Appropriation

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO.2
ROAD & BRIDGE DEPARTMENT

AI-25052

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
339	PCT2 P/U RD-OTHER PROF SRV	$247.25
731	PCT2 P/U RD-ROADS	$9,154.14
733	PCT2 P/U RD-DRAINAGE DITCHES	$19,435.41
	TOTAL BUDGET INCREASE (DECREASE)	$ 28,836.80

REASON: This appropriation is needed for the ROAD & BRIDGE. **CARRY OVER 2010 ENDING BALANCE OF PROGRAM(S) 240 & 605 (PROJECTS COMPLETED.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

DATE: January 27, 2011

2011
Appropriation

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO.2 AI-25052
R&B Department - S. McColl(Dicker-Orngwd & 5M S. Mlty)

ACCOUNT NUMBER: 1-1200-431-00-122-028-0-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
731	PCT2 S.MCCOLL(DCKR-ORNGWD&.5M S.MLTY)-RD	$33,791.23
733	PCT2 S.MCCOLL(DCKR-ORNGWD&.5M S.MLTY)-DR	$3,644.33
841	PCT2 S.MCCOLL(DCKR-ORNGWD&.5M S.MLTY)-AID	$11,541.69
	TOTAL BUDGET INCREASE (DECREASE)	$ 48,977.25

REASON: This appropriation is needed for the MCCOLL (DICKER-ORANGEWOOD & 5 M S. MILITARY) ROAD PROJECT. **CARRY OVER 2010 ENDING BALANCE OF PROGRAM 028.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

DATE: January 27, 2011

2011
Appropriation

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO.2 AI-25052
R&B Department - ICA W/Hidalgo (Val-Mex Dr)

ACCOUNT NUMBER: 1-1200-431-00-122-035-0-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
711	PCT2 ICA W/HIDALGO(VAL-MEX DR)-ROW	$1,350.00
731	PCT2 ICA W/HIDALGO(VAL-MEX DR)-ROADS	$26,071.00
841	PCT2 ICA W/HIDALGO(VAL-MEX DR)-AID GOVT	$456,954.75
	TOTAL BUDGET INCREASE (DECREASE)	$ 484,375.75

REASON: This appropriation is needed for the ICA W/HIDALGO (VAL-MEX DR) ROAD PROJECT. **CARRY OVER 2010 ENDING BALANCE OF PROGRAM 035.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

DATE: January 27, 2011

2011
Appropriation

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO.2 AI-25052
R&B Department - SOUTHFORK ESTATES

ACCOUNT NUMBER: 1-1200-431-00-122-040-0-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
711	PCT2 SOUTHFORK ESTATES-ROW	$190,924.31
	TOTAL BUDGET INCREASE (DECREASE)	$ 190,924.31

REASON: This appropriation is needed for theSOUTHFORK ESTATES DRAINAGE PROJECT. **CARRY OVER 2010 ENDING BALANCE OF PROGRAM 040.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

DATE: January 27, 2011

2011
Appropriation

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO.2 AI-25052
R&B Department - ICA W/PHARR (Sioux E. of Jackson)

ACCOUNT NUMBER: 1-1200-431-00-122-046-0-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
841	PCT2 ICA W/PHARR(SIOUX E. OF JCKSON)-AID	$280,273.00
	TOTAL BUDGET INCREASE (DECREASE)	$ 280,273.00

REASON: This appropriation is needed for the ICA W/PHARR (SIOUX E. OF JACKSON) ROAD PROJECT. **CARRY OVER 2010 ENDING BALANCE OF PROGRAM 046.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

DATE: January 27, 2011

2011
Appropriation

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO.2 AI-25052
R&B Department - McColl Offsite Drainage-Thomas Rd

ACCOUNT NUMBER: 1-1200-431-00-122-047-0-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
711	PCT2 MCCOLL OFFSITE DRNG-THOMAS RD-ROW	$24,117.00
719	PCT2 MCCOLL OFFSITE DRNG-THOMAS RD-LAND	$4,158.68
	TOTAL BUDGET INCREASE (DECREASE)	$ 28,275.68

REASON: This appropriation is needed for the MCCOLL OFFSITE DRAINAGE-THOMAS ROAD PROJECT. **CARRY OVER 2010 ENDING BALANCE OF PROGRAM 047.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

DATE: January 27, 2011

2011
Appropriation

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO.2 AI-25052
R&B Department - Intersection of Owassa & Tower Road

ACCOUNT NUMBER: 1-1200-431-00-122-048-0-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
731	PCT2 INTERSECTION OF OWASSA & TOWER-ROAD	$200,000.00
	TOTAL BUDGET INCREASE (DECREASE)	$ 200,000.00

REASON: This appropriation is needed for the INTERSECTION OF OWASSA & TOWER ROAD PROJECT. **CARRY OVER 2010 ENDING BALANCE OF PROGRAM 048.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

DATE: January 27, 2011

2011
Appropriation

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO.2 AI-25052
R&B Department - EL GATO RD (W ALAMO-TOWER)

ACCOUNT NUMBER: 1-1200-431-00-122-051-0-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
711	PCT2 EL GATO RD(W ALAMO-TOWER)-ROW	$11,000.00
731	PCT2 EL GATO RD(W ALAMO-TOWER)-ROADS	$26,755.19
841	PCT2 EL GATO RD-ICA PSJA & ALAMO-AID TO	$210,851.00
	.	
	TOTAL BUDGET INCREASE (DECREASE)	$ 248,606.19

REASON: This appropriation is needed for the EL GATO ROAD (W. ALAMO - TOWER) ROAD PROJECT. **CARRY OVER 2010 ENDING BALANCE OF PROGRAM 051.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

DATE: January 27, 2011

2011
Appropriation

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO.2 AI-25052
R&B Department - EL DORA ROAD (RETAMA-CESAR CHAVEZ))

ACCOUNT NUMBER: 1-1200-431-00-122-052-0-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
711	PCT2 EL DORA RD(RETAMA-CESAR CHAVEZ)-ROW	$2,335.46
731	PCT2 EL DORA RD(RETAMA-CESAR CHAVEZ)-ROA	$14,000.00
	TOTAL BUDGET INCREASE (DECREASE)	$ 16,335.46

REASON: This appropriation is needed for the EL DORA RD(RETAMA-CESAR CHAVEZ) ROAD PROJECT. **CARRY OVER 2010 ENDING BALANCE OF PROGRAM 052.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

DATE: January 27, 2011

2011
Appropriation

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO.2 AI-25052
R&B Dept. - BCAP MESQUITE ACRES SUBD.

ACCOUNT NUMBER: 1-1200-431-00-122-460-0-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
841	PCT2-MESQUITE ACRES SUBDIVISN-AID TO GOV	$22,882.24
	TOTAL BUDGET INCREASE (DECREASE)	$ 22,882.24

REASON: This appropriation is needed for the BCAP MESQUITE ACRES SUBDIVISION ROAD PROJECT. **CARRY OVER 2010 ENDING BALANCE OF PROGRAM 460.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

DATE: January 27, 2011

2011
Appropriation

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO.2 AI-25052
R&B Dept. - BCAP PENTECOSTAL SUBDIVISION.

ACCOUNT NUMBER: 1-1200-431-00-122-557-0-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
711	PENTECOSTAL-ROW	$1,100.00
	TOTAL BUDGET INCREASE (DECREASE)	$ 1,100.00

REASON: This appropriation is needed for the BCAP PENTECOSTAL SUBDIVISION PROJECT. **CARRY OVER 2010 ENDING BALANCE OF PROGRAM 557.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

DATE: January 27, 2011

2011
Appropriation

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO.2 AI-25052
R&B Dept. - BCAP Los Encinos #2 Subdivision

ACCOUNT NUMBER: 1-1200-431-00-122-891-0-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
731	PCT.2-LOS ENCINOS #2 SUBD-ROADS	$2,146.30
	TOTAL BUDGET INCREASE (DECREASE)	$ 2,146.30

REASON: This appropriation is needed for the BCAP LOS ENCINOS #2 SUBDIVISION ROAD PROJECT. **CARRY OVER 2010 ENDING BALANCE OF PROGRAM 240 (PROJECTS COMPLETED).**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

DATE: January 27, 2011

2011
Appropriation

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO.2 AI-25052
R&B Dept. - BCAP MORNINGSIDE SOUTH SUBD

ACCOUNT NUMBER: 1-1200-431-00-122-900-0-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	PCT.2-MORNINGSIDE SOUTH SUBD-DRAINAGE DI	$1,118.00
	TOTAL BUDGET INCREASE (DECREASE)	$ 1,118.00

REASON: This appropriation is needed for the BCAP MORNINGSIDE SOUTH SUBDIVISION PROJECT. **CARRY OVER 2010 ENDING BALANCE OF PROGRAM 900.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1200 R&B COUNTYWIDE							
0-1200-431-00-122-028-0-731	PCT2 S.MCCOLL(DCKR-ORNGWD&.5M S.MLTY)-RD	70,000.00	36,208.77	.00	.00	33,791.23	51.73
0-1200-431-00-122-028-0-733	PCT2 S.MCCOLL(DCKR-ORNGWD&.5M S.MLTY)-DR	5,000.00	1,355.67	.00	.00	3,644.33	27.11
0-1200-431-00-122-028-0-841	PCT2 S.MCCOLL(DCKR-ORNGWD&.5M S.MLTY)-AI	50,000.00	38,458.31	.00	.00	11,541.69	76.92
0-1200-431-00-122-035-0-711	PCT2 ICA W/HIDALGO(VAL-MEX DR)-ROW	5,000.00	3,650.00	.00	.00	1,350.00	73.00
0-1200-431-00-122-035-0-731	PCT2 ICA W/HIDALGO(VAL-MEX DR)-ROADS	40,000.00	13,929.00	.00	.00	26,071.00	34.82
0-1200-431-00-122-035-0-841	PCT2 ICA W/HIDALGO(VAL-MEX DR)-AID GOVT	465,847.75	8,893.00	.00	.00	456,954.75	1.91
0-1200-431-00-122-040-0-711	PCT2 SOUTHFORK ESTATES-ROW	330,000.00	.00	139,075.69	139,075.69	190,924.31	42.14
0-1200-431-00-122-046-0-841	PCT2 ICA W/PHARR(SIOUX E. OF JCKSON)-AID	350,000.00	.00	69,727.00	69,727.00	280,273.00	19.92
0-1200-431-00-122-047-0-711	PCT2 MCCOLL OFFSITE DRNG-THOMAS RD-ROW	249,709.00	250.00	225,342.00	225,342.00	24,117.00	90.34
0-1200-431-00-122-047-0-719	PCT2 MCCOLL OFFSITE DRNG-THOMAS RD-LAND	4,158.68	.00	.00	.00	4,158.68	.00
0-1200-431-00-122-048-0-731	PCT2 INTERSECTION OF OWASSA & TOWER-ROAD	200,000.00	.00	.00	.00	200,000.00	.00
0-1200-431-00-122-051-0-711	PCT2 EL GATO RD(W ALAMO-TOWER)-ROW	35,000.00	3,000.00	21,000.00	21,000.00	11,000.00	68.57
0-1200-431-00-122-051-0-731	PCT2 EL GATO RD(W ALAMO-TOWER)-ROADS	115,000.00	18,477.00	69,767.81	69,767.81	26,755.19	76.73
0-1200-431-00-122-051-0-841	PCT2 EL GATO RD-ICA PSJA & ALAMO-AID TO	265,000.00	2,066.00	52,083.00	52,083.00	210,851.00	20.43
0-1200-431-00-122-052-0-711	PCT2 EL DORA RD(RETAMA-CESAR CHAVEZ)-ROW	150,000.00	9,850.00	137,814.54	137,814.54	2,335.46	98.44
0-1200-431-00-122-052-0-731	PCT2 EL DORA RD(RETAMA-CESAR CHAVEZ)-ROA	30,000.00	16,000.00	.00	.00	14,000.00	53.33
0-1200-431-00-122-240-0-731	PCT.2-EL CHARRO #2-ROADS	11,623.90	323.46	.00	.00	11,300.44	2.78
0-1200-431-00-122-240-0-733	PCT.2-EL CHARRO #2-DRAINAGE DITCHES	19,435.41	.00	.00	.00	19,435.41	.00
0-1200-431-00-122-460-0-841	PCT2-MESQUITE ACRES SUBDIVISN-AID TO GOV	22,882.24	.00	.00	.00	22,882.24	.00
0-1200-431-00-122-557-0-711	PENTECOSTAL-ROW	3,600.00	600.00	1,900.00	1,900.00	1,100.00	69.44
0-1200-431-00-122-605-0-339	PCT.2-RED BARN-OTHER PROF SRV	247.25	.00	.00	.00	247.25	.00
0-1200-431-00-122-900-0-711	PCT.2-MORNINGSIDE SOUTH SUBD-ROW	3,200.00	3,200.00	.00	.00	.00	100.00
0-1200-431-00-122-900-0-733	PCT.2-MORNINGSIDE SOUTH SUBD-DRAINAGE DI	3,000.00	.00	1,882.00	1,882.00	1,118.00	62.73
1200 R&B COUNTYWIDE		**2,428,704.23**	**156,261.21**	**718,592.04**	**718,592.04**	**1,553,850.98**	**36.02**
0 YEAR 0		**2,428,704.23**	**156,261.21**	**718,592.04**	**718,592.04**	**1,553,850.98**	**36.02**

AI-25072 **22.B.2.**

Precinct #3 Appropriation

CC REGULAR

Date:	02/01/2011
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):
a. Approval of Certification of Revenues, as certified by the County Auditor, for revenues received by Mr. Rick Martin, Ram Investments, DBA Eldorado Acres RV Park, for road improvements to Eldorado Acres.

b. Approval of 2011 appropriation of funds into Precinct #3 Paved/Unpaved Road in the amount of $24,198.20 to fund expenditures for road improvements to Eldorado Acres.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-123-005-0-673

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

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $24,198.20 into Pct. #3 P/U Rd.

Revenue Account: 1-1200-364-00-123-000-0-000

Attachments

Link: BA

Link: Certification of Revenues

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Perla Lopez	Perla Lopez	01/28/2011 02:47 PM	APRV
2	Budget & Management	Erika Zamora	01/28/2011 03:18 PM	APRV
3	Roland Garcia	Rolando Garcia	01/28/2011 03:56 PM	APRV
4	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Perla Lopez Started On: 01/28/2011 10:50 AM

Final Approval Date: 01/28/2011

DATE: February 1, 2011

2011
Appropriation

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for Pct. #3 R&B (1200)

AI-25072

ACCOUNT NUMBER: 1-1200-431-00-123-005-0-673

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
1-1200-431-00-123-005-0-673	Pct. #3 P/U Rd - R&B R&M Supplies	$ 24,198.20
1-1200-364-00-123-000-0-000	*R&B Pct. #3 - Contributions & Donations*	*24,198.20*
	TOTAL BUDGET INCREASE (DECREASE)	**24,198.20**

REASON:

Appropriation of revenues received by Mr. Rick Martin, Ram Investments, DBA Eldorado Acres RV Park for road improvements to Eldorado Acres.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

January 28, 2011

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

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.07075 SPECIAL BUDGET FOR REVENUE RECEIVED AFTER START OF FISCAL YEAR:

> The county auditor shall certify to the commissioners court the receipt of revenue from a new source not anticipated before the adoption of the budget and not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue for general purposes or for any of its intended purposes.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of a contribution from Ram Investments dba Eldorado Acres RV Park in the amount of $24,198.20. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$24,198.20	Precinct 3 Eldorado Acres RV Park

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

1/28/11
Date

Linda Fong

From: Perla Lopez [perla.lopez@co.hidalgo.tx.us]
Sent: Friday, January 28, 2011 10:56 AM
To: linda.fong@auditor.co.hidalgo.tx.us
Cc: sergio.cruz@co.hidalgo.tx.us
Subject: Certification of Revenues
Attachments: Receipt.pdf

Good morning,

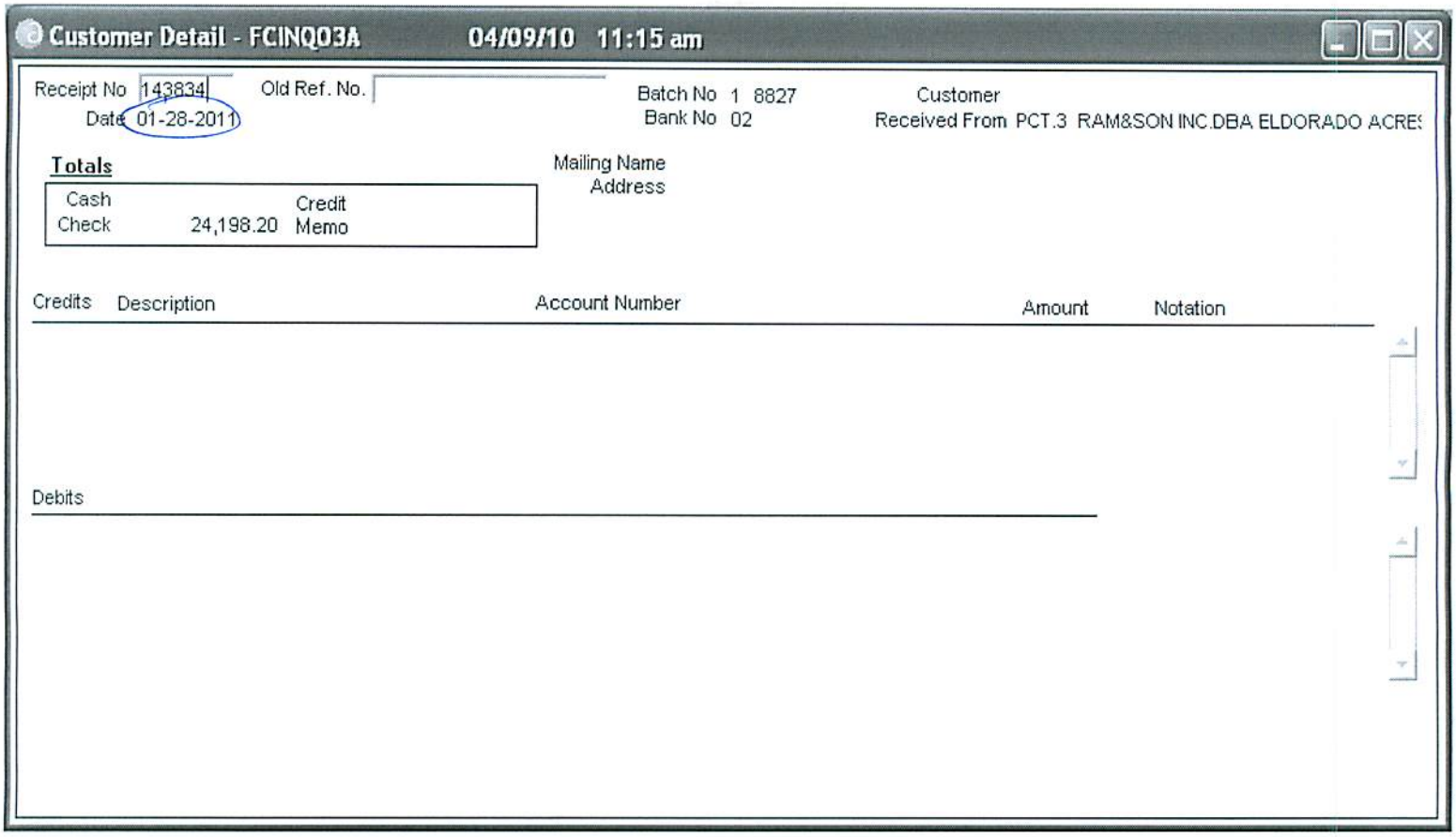
I will be creating an agenda item (2/1/11 CC) for an appropriation of funds that were donated by Mr. Rick Martin, Ram Investments DBA Eldorado Acres RV Park in the amount of $24,198.20. The funds were approved by CC on 1/25/11 (AI – 24900). I would kindly like to request a Certification of Revenues for this amount. The revenue account is 1-1200-364-00-123-000-0-000 (Receipt No. 143834). Please contact me should you have any questions or concerns. Have a great day.

Thank You,

Perla A. Lopez
Planning Analyst I
Hidalgo County – Budget & Management
Phone (956) 292-7025 ext. 5419
Fax (956) 292-7035

Please refrain from printing this email unless completely necessary. Go Green!

From: Norma Ceballos [mailto:norma.ceballos@co.hidalgo.tx.us]
Sent: Friday, January 28, 2011 10:42 AM
To: 'Perla Lopez'
Subject:


Customer Detail - FCINQ03A 04/09/10 11:15 am
Receipt No 143834
Old Ref. No.
Batch No 1 8827
Customer
Date 01-28-2011
Bank No 02
Received From PCT.3 RAM&SON INC.DBA ELDORADO ACRES
Totals
Mailing Name
Address
Cash
Check 24,198.20
Credit
Memo
Credits
Description
Account Number
Amount
Notation
Debits

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 143834

Received From: PCT.3 RAM&SON INC.DBA ELDORADO ACRES Date 01/28/11

1	2810	AGENDA ITEM A1-24900 RD.IMPROVEMENT	1-1200-364-00-123-000-0-000	24,198.20

Total: 24,198.20

Check Total	24,198.20
Cash Total	.00
Credit Total	.00
Other Total	.00

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) 581-6719

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

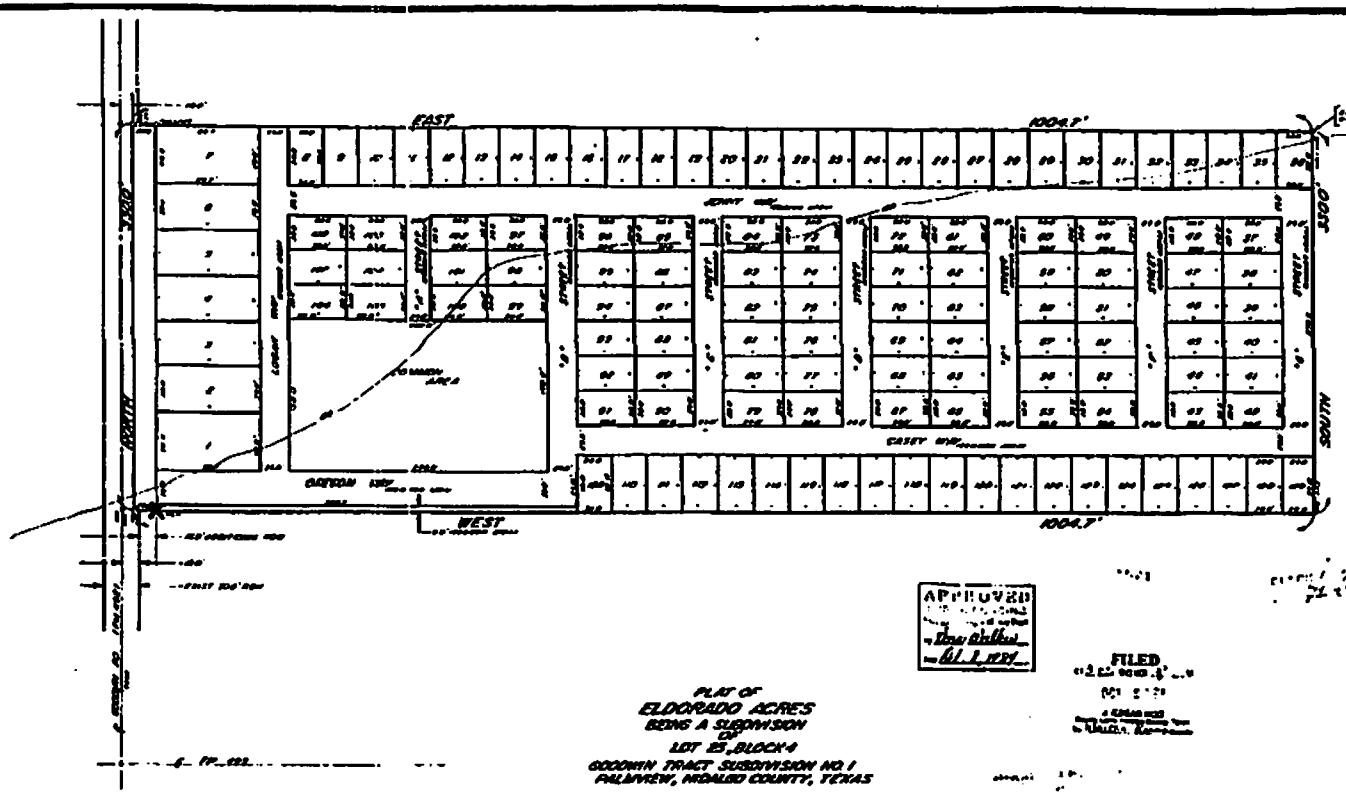
MEMO over lay streets

AUTHORIZED SIGNATURE

Details on Back.
Security Features Included

⑈002810⑈ ⑆114915272⑆ 36 1280 5⑈

VOL 24 PG 53


EAST
1004.7'
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STREET
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STREET
EASEMENT
EASEMENT
EASEMENT

AI-25079 **22.C.1.**

Pct. 1 - PERSONNEL ACTIONS

CC REGULAR

Date:	02/01/2011
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Comm. Pct. 1
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Sub-category:** Salary Schedule Changes

Information

CAPTION

Pct. 1 (1100 & 1200)

1. Approval to delete the following vacant full time positions:

Dept. (Program)	Slot No.	Position Title	Budgeted Salary
Parks (121-013)	0005	Maintenance III	($34,401.00)
Parks (121-013)	T021	Maintenance III	($24,000.00)
Sanitation (121-001)	0015	Maintenance I	($24,350.00)
Sanitation (121-001)	0016	Maintenance I	($24,350.00)
R&B (121-005)	0040	Maintenance I	($28,807.00)
R&B (121-005)	0077	Mechanic III	($39,312.00)
R&B (121-005)	0094	Maintenance III	($23,993.00)
Rd. Admin (121-004)	0004	Accountant I	($35,000.00)
OTHER DELETIONS/REIMB.			($147,492.00)

2. Approval to create the following new full time positions:

Dept. (Program)	Slot No.	Position Title	Budgeted Salary
R&B (121-005)	0101	Crew Leader II	$42,000.00
Rd. Admin (121-004)	0005	Community Liaison	$55,000.00
Rd. Admin (121-004)	0006	Personnel Specialist	$52,000.00
Rd. Admin (121-004)	0007	Accountant III	$50,000.00
Rd. Admin (121-004)	0008	Clerk IV	$37,000.00
Rd. Admin (121-004)	0009	Clerk IV	$37,000.00
Rd. Admin (121-004)	0010	Clerk IV	$37,000.00
Drain. Imprv. Prj (121-052)	0016	General Foreman	$55,000.00

3. Approval of interdepartmental/ interfund transfers.
4. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:**

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

BUDGETARY IMPACT:

See attached fiscal notes for possible funding sources. Funds will be provided, pending approval of interdepartmental, intradepartmental, and interfund transfers.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	01/28/2011 04:15 PM	APRV
2	Budget & Management	Erika Zamora	01/28/2011 04:16 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	01/28/2011 05:32 PM	APRV
4	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Sylvia Solis Started On: 01/28/2011 02:44 PM

Final Approval Date: 01/28/2011

AI-24977 **23.A.4.**

National Joint Powers Alliance (NJPA)

CC REGULAR

Date:	02/01/2011
Submitted By:	Matilde Faz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Presentation for consideration, discussion, and approval of a "Membership Agreement" between National Joint Power Alliance (NJPA) and Hidalgo County, thus allowing the County to become a member of the "Municipal Contracts Agency" and expand procurement resources that are compliant with bidding requirements with authority for County Judge or Presiding Officer/Member of Commissioner's Court to execute the membership agreement.; Note: NO membership dues or fees required.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

ITEM DOES NOT REQUIRE FUNDING AND DOES NOT HAVE A FISCAL/ BUDGETARY IMPACT.

Attachments

Link: National Joint Powers Alliance

Link: National Joint Powers Alliance Cont.

Link: MEMBERSHIP AGREEMENT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/26/2011 03:13 PM	APRV
2	Budget & Management	Erika Zamora	01/27/2011 08:01 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	01/28/2011 11:19 AM	APRV
4	Auditor's Office		01/28/2011 05:37 PM	NEW

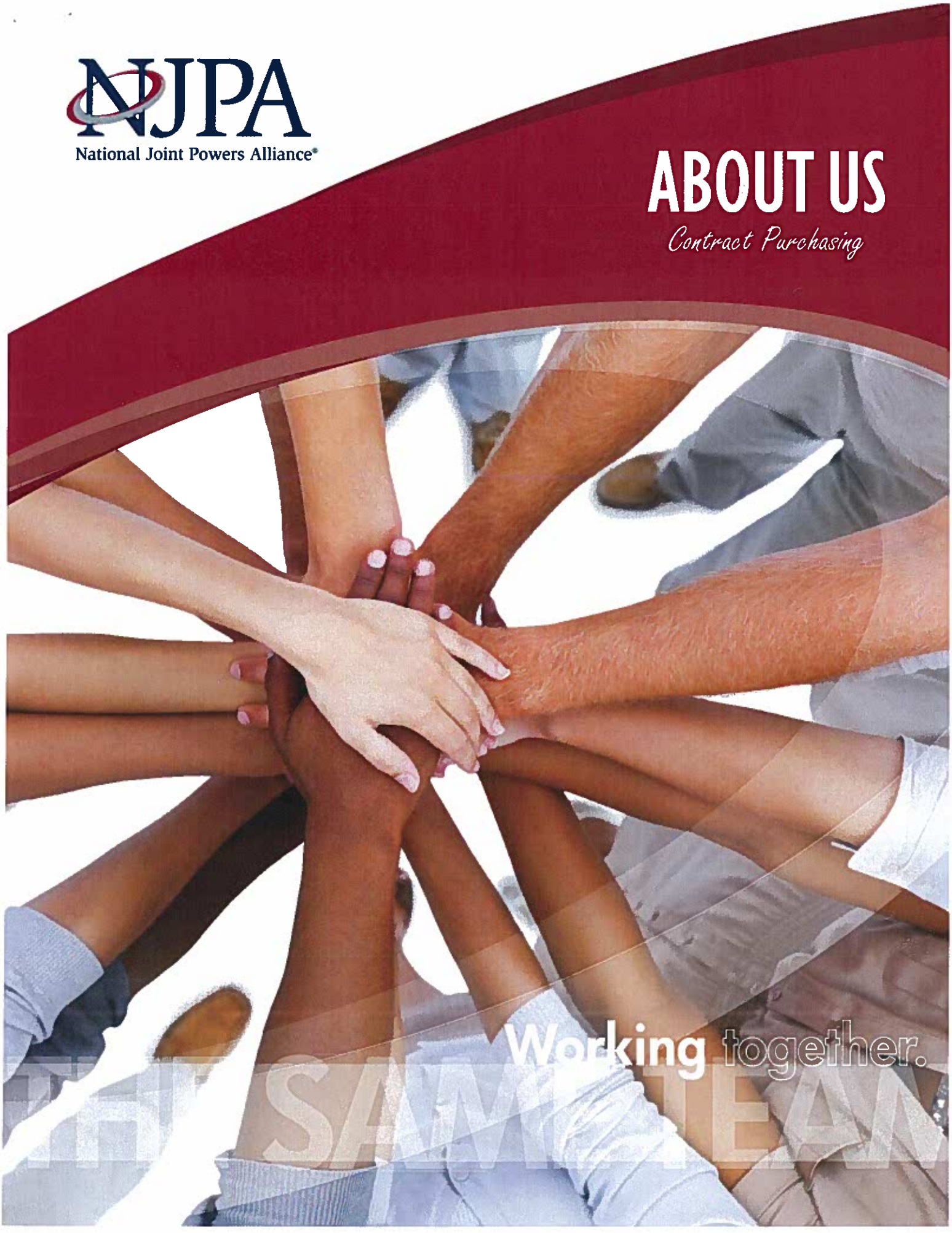
Form Started By: Matilde Faz — Started On: 01/24/2011 10:37 AM

Final Approval Date: 01/28/2011

NJPA
National Joint Powers Alliance®

ABOUT US

Contract Purchasing



CONTRACT PURCHASING



Mike Hajek
Director of Contracts & Marketing
mike.hajek@njpacoop.org
218-894-5477

NJPA
National Joint Powers Alliance®

Realize the Power and Value of Contracting Purchasing

Your organization has the opportunity to become one of over 30,000 Member agencies that has access to discount pricing from over 50 nationally acclaimed Vendors and thousands of competitively bid products. NJPA will save you time, money and duplication of the bid process. It takes only five minutes to complete a no-cost, no-obligation Membership. Get started today at ***www.njpacoop.org***.

NATIONAL JOINT POWERS ALLIANCE

The National Joint Powers Alliance® (NJPA), is a governmental agency operating under the enabling authority outlined in Minnesota Statute 123A.21. This statute was created in 1978 and revised in 1995 to allow participating government and municipal agencies to reduce the cost of purchased goods by leveraging their combined purchasing power.

NJPA is also guided and enabled by M.S. 471.59, the "Joint Exercise of Powers" which defines the ability of two or more government agencies to enter into an agreement to contract in common through the action of each of the governing bodies, which includes the ability to enter into cooperative agreements. As such, we are a Member-owned cooperative, serving all government, education (both public and private) as well as all non-profit agencies.

NJPA establishes and provides nationally leveraged and competitively solicited purchasing contracts in cooperation with the Uniform Municipal Contracting Law, M.S. 471.345 Subd. 15.



Service is Our Standard

At the National Joint Powers Alliance, we are driven to provide efficient public service through our National Cooperative Purchasing Programs. Our common needs and the desire to serve your agency will lead our efforts as we face the challenges of purchasing in the future.

OUR COMMITMENT

National Joint Powers Alliance is committed to serving you, the Member through a continuous effort to meet your present and future needs. Our goals include working to solve your purchasing concerns in a measurable, cost effective manner. We will research the industry with regard to our Members' common needs and as a result, we will deliver to you the opportunity to purchase through nationally leveraged contracts offering the very best products and services at the lowest possible price. We are only able to do this as we work together, developing partnerships to create a unified purchasing alliance.

OUR PURPOSE

The general purpose of NJPA is to create and host a national municipal association's purchasing alliance. Our goal is to provide our Members with requested programs and services created, coordinated and delivered through a cooperative effort between all participating Members. NJPA is a national organization that creates a business and service relationship alliance between buyers and suppliers. Participation is offered to legislatively qualified agencies nationally. Member agencies must still interpret their own purchasing laws and recognize NJPA as having satisfied their own competitive bidding requirements.

Duff Erholtz
Manager of Membership Services
duff.erholtz@njpacoop.org
218-894-5490



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ENABLING LEGISLATION

Contracting Authority

The following summary is a highlighted explanation of the enabling legislation referenced by and guiding NJPA. The plain language of the statutes, from our perspective, allows NJPA very clear authority to serve current and future Members through cooperative efforts.

NJPA ENABLING LEGISLATION

- **Minnesota Statute 471.345: Municipal Contracting Law**
  NJPA claims organizational status as a "Municipal Agency" under the authority of this definition and reference of 123A.21 Subd. 9 (d-e) Subd. 15 which defines "Cooperative Purchasing" abilities.

- **M.S. 471.345 Subd. 1: Municipality Defined**
  For purposes of this section, "municipality" means a county, town, city, school district or other municipal corporation or political subdivision of the state authorized by law to enter into contracts.

- **M.S. 471.345 Subd. 15: Cooperative Purchasing**
  Our national association, the "National Joint Powers Alliance®" (NJPA), takes its name from this statute. A municipality may contract for the purchase of supplies, materials, or equipment without regard to the competitive bidding requirements of this section if the purchase is through a national municipal association's purchasing alliance or cooperative created by a Joint Powers Agreement that purchases items from more than one source on the basis of competitive bids or quotations.

MINNESOTA STATUTE 471.59: JOINT EXERCISE OF POWERS

Make note of Subd. 1 which defines the ability of two governmental agencies to enter into an agreement to contract in common through the action of each of the governing bodies. Subd. 10 expands on the ability to enter into cooperative agreements.

- **M.S. 471.59 Subd. 1: Agreement**
  Two or more governmental units, by agreement entered into through action of their governing bodies, may jointly or cooperatively exercise any power common to the contracting parties or any similar powers, including those which are the same except for the territorial limits within which they may be exercised. The agreement may provide for the exercise of such powers by one or more of the participating governmental units on behalf of the other participating units. The term "governmental unit" as used in this section includes every city, county, town, school district, other political subdivision of this or another state, another state, the University of Minnesota, and any agency of the state of Minnesota or the United States, and includes any instrumentality of a governmental unit. For the purpose of this section, an instrumentality of a governmental unit means an instrumentality having independent policy making and appropriating authority.

- **M.S. 471.59 Subd. 10: Services Performed by Governmental Units; Commonality of Powers**
  Notwithstanding the provisions of Subd. 1 requiring commonality of powers between parties to any agreement, the governing body of any governmental unit as defined in Subd. 1, may enter into agreements with any other governmental unit to perform on behalf of that unit any service or function which the governmental unit providing the service or function is authorized to provide for itself.

THE "JOINT EXERCISE OF POWERS" AGREEMENT

The Joint Exercise of Powers Agreement with NJPA provides access to NJPA and its contracts. This allows NJPA to access the Member participating agencies' contracts as well. The Joint Powers Agreement may not be necessary if the participating agencies' state law allows for state-to-state "piggy backing" on legal state contracts. All NJPA contracts are legal state contracts as NJPA operates under Minnesota legislative authority to provide cooperative purchasing services to participating Members. The Joint Exercise of Powers offers a legal link between NJPA and its Member agencies as contracts are accessed. NJPA bids and awards contracts in full compliance with Minnesota Municipal Contracting Law, M.S. 471.345.

Our Foundation

MINNESOTA STATUTE 123A.21: SERVICE COOPERATIVES

This is the statute under which our cooperative was created. Our previous name was the North Central Service Cooperative (NCSC) and we are now doing business as the National Joint Powers Alliance® (NJPA).

- **M.S. 123A.21 Subd. 2** defines that the purpose of a service cooperative is to "assist in meeting specific needs of clients."

- **M.S. 123A.21 Subd. 3: Membership and Participation**
  Full Membership with a service cooperative shall be limited to public school districts, cities, counties and other governmental units as defined in section 471.59 and NJPA's Bylaws and Policies. Governmental units are not required to join NJPA as Full Members, but they must sign on as NJPA Participating Members to access our contracts and to validate their purchases. Many local policies require Membership to legally access contracts held by other agencies. NJPA provides a Participating Membership and Joint Powers Agreement at no cost. When a board signs a Joint Powers Agreement it qualifies that board to serve on the NJPA Joint Powers Advisory Board. The Participating Membership and Joint Powers Agreements both establish a legal paper trail between NJPA and the Member as contracts are accessed.

- **M.S. 123A.21 Subd. 5(g)** shows that the powers of the board of directors of a service cooperative are written very broadly to grant extensive authority. This statute states "The board of directors shall have authority to maintain and operate a service cooperative." More specifically, "The service cooperative board of directors may enter into contracts with other public and private agencies and institutions to provide administrative staff and other personnel as necessary to furnish and support the agreed-upon programs and services."

- **M.S. 123A.21 Subd. 7** describes the ability and directive to provide cooperative purchasing services. This statute specifically calls for the board to support programs and services that support and allow for cooperative purchasing.

- **M.S. 123A.21 Subd. 9(d,e): Service Cooperative Defined**
  Subd. 9 defines the Service Cooperative (SC) under **(d)** the SC is a public corporation and agency and its board of directors may make application for, accept, and expend private, state and federal funds that are available for programs of the Members. **(e)** The SC is a public corporation and agency and as such, no earnings or interest of the SC may incur to the benefit of an individual or private entity.

FAQs

Frequently Asked Questions

Q. WHO IS NJPA?

A. The National Joint Powers Alliance®, referred to as NJPA, is a Municipal Contracting agency operating under the legislative authority of Minnesota Statute 123A.21. This statute was created in 1978 and revised in 1995 to allow participating municipal agencies to reduce the cost of procurement by leveraging the benefits of contract purchasing. NJPA serves all education, government and non-profits agencies nationally.

Q. WHAT IS THE ORGANIZATIONAL STATUS OF NJPA?

A. NJPA employees are public employees. All employees are required to pay into Public Employment Retirement Association (PERA) through payroll deduction. One level of comfort for Members is that NJPA employees have the same employment status as NJPA municipal Members.

Q. HOW IS NJPA GOVERNED?

A. NJPA is governed by the NJPA Board of Directors. The eight-member board is comprised of governing officials; including school board, city council or county commissioners.

Q. HOW MUCH DOES IT COST TO PARTICIPATE IN NJPA?

A. There is no cost, obligation or liability to join or participate in NJPA contracts.

Q. HOW IS NJPA FUNDED?

A. NJPA is funded by a Vendor contract administrative fee. The fee is paid by the Vendor and not passed on to the NJPA Member. The fee covers the costs of contract marketing and facilitation, and it offsets operating expenses incurred by NJPA. NJPA does not receive state or federal aid, nor do we have taxing or levying authority. Therefore, we are a governmental agency, entirely entrepreneurial and functioning much like a self-supporting business. NJPA also shares these fees with other partner cooperatives or associations as they demonstrate the desire and ability to help facilitate and market available NJPA contracts.

Q. HOW CAN WE JOIN AND PARTICIPATE IN NJPA AND ITS CONTRACTS AND SERVICES?

A. The NJPA Bylaws, Article II, Subd. C describes our Membership and participation. Full voting Memberships are limited to the school districts, cities, counties and other governmental units defined in M.S. 471.59 and as established annually by the NJPA Board of Directors. Non-voting Memberships, what we call "Participating Memberships," are available to all other partnership agencies or organizations that go online to www.njpacoop.org, click on the JOIN button and submit the required information. All Members are required to sign a Participating Membership agreement. These organizations are eligible to nominate their governing board members to serve on the NJPA Board. They also become responsible for any liabilities NJPA may incur. Participating Memberships are at no cost and carry no organizational liability.

Q. DOES NJPA HAVE A PROFESSIONAL PUBLIC PURCHASING BOARD OF ADVISORS?

A. Yes. At this point all current Participating Members are a part of our Board of Advisors. NJPA also has two Member Advisory Committees: one that specializes in the fleet industry and the primary advisory that represents procurement professionals from all of our Member verticals.

Q. CAN AGENCIES OTHER THAN GOVERNMENT AND EDUCATION USE THE PROGRAM?

A. Yes, under M.S. 123A.21, all non-profit agencies may participate.

Q. WHAT SPECIFIC STATUTE GIVES MY AGENCY THE AUTHORITY TO PARTICIPATE?

A. Minnesota Statute 471.59 Joint Exercise of Powers Law and our enabling legislation, as described on page 4.

Frequently Asked Questions

Q. WHAT ARE THE ADVANTAGES OF BEING A MEMBER OF NJPA?

A.
- Membership establishes a legal paper trail between NJPA and the Member, justifying contract access.
- Access to competitively bid contracts, procured by a municipal contracting agency that your agency is a part of. *Because our Membership is a Joint Powers Agreement, your municipality is an owner as well as a Member of NJPA. You actually become a represented participant in the bidding process.*
- Considerable time and resource savings for participating Members.
- Nationally leveraged and aggregated pricing and services.
- Nationally acclaimed and recognized vendors.
- Broad range of high-quality products and services.
- Contracts solicited, awarded and monitored by a municipal agency and governed by a publicly elected board of directors. *NJPA also conducts an annual, independent audit as a municipal contracting agency. The annual audit is submitted to the State of Minnesota as required by state law.*

Q. AS NJPA MEMBERS, ARE WE STILL ABLE TO BUY FROM OTHER CONTRACTS?

A. Yes, all NJPA contracts are non-exclusive and are contracts of choice by our Members.

Q. CAN MY PUBLIC AGENCY USE NJPA CONTRACTS WITHOUT GOING OUT FOR SOLICITATION?

A. Yes, in most states. All NJPA bid contracts have been competitively solicited nationally, reviewed and awarded by the NJPA Board of Directors in accordance with Minnesota public purchasing rules and regulations under the Municipal Contracting Laws, M.S. 471.345. Each solicitation and RFP contains language which includes all qualified customers in all fifty states. The RFP advises all responders that they must apply to all qualified customers in all fifty states and in some cases the provinces and territories of Canada. All RFP respondents understand that these contracts shall be used by member governmental, educational and non profit agencies throughout the United States.

Q. WHAT IS A JOINT EXERCISE OF POWERS OR COOPERATIVE PROCUREMENT AUTHORITY?

A. State Joint Powers Statutes generally allow for one government agency to purchase using contracts competitively solicited by another government agency. This, of course, would require the consent of all parties, including the supplier. NJPA's contracts are established to meet both the competitive solicitation and consent requirements. Generally, a public or municipal agency may participate in, conduct or administer a cooperative procurement agreement with one or more other governmental units for the purpose of meeting requirements to increase efficiency or reduce administrative expenses. A cooperative agreement also allows for the purchase of supplies, materials, equipment or services by qualified agencies so as not to repeat or duplicate the competitive bidding requirements necessary for a governmental agency purchase.

The term "Governmental Unit" as used here usually includes every city, county, town, school district or other political subdivision of this or another state; the state university; any agency of the state or of the United States, and any instrumentality of a governmental unit. In some states, this power is not passed on to specific municipal agencies. These agreements are known as Joint Powers Agreements, Membership Agreements, Participation Agreements and sometimes Intergovernmental or Interlocal Agreements.

Q. HOW CAN I OBTAIN COPIES OF THE LEGAL DOCUMENTATION ASSOCIATED WITH EACH CONTRACT?

A. As a municipal agency, NJPA is required to provide full disclosure of all procurement documents and files. Procurement files are electronically available at www.njpacoop.org or in hard copy at our office during normal NJPA business hours.

Q. WHAT ARE THE PARTS OF AN AWARDED NJPA PURCHASING CONTRACT?

A. NJPA contracts are made up of the terms and conditions of the RFP, submitted and accepted pricing and discount schedule and the Acceptance Award document signed by the NJPA board and awarded vendor.

Frequently Asked Questions

Q. WHAT IS THE SOLICITATION AND REQUEST FOR PROPOSAL (RFP) PROCESS?

A. NJPA conducts a thorough 10-step process, described in full on pages 9 and 10 of this document, that includes:

1) Researching Member Needs.
2) Researching the Market for Solutions.
3) Drafting and Advertising an RFP.
4) Receiving Bidders' Responses.
5) Evaluating Bidders' Responses.
6) Making Recommendations to the NJPA Board.
7) Awarding Vendor(s).
8) Posting Approved Contract Documents.
9) Developing and Implementing a Joint Marketing Plan with Awarded Vendors.
10) Reviewing and Maintaining our Contract throughout Its Term.

Q. WHAT IS THE FIRST STEP FOR AN INTERESTED AGENCY TO PARTICIPATE?

A. Qualifying agencies must register for Membership and may join in a matter of minutes. Visit www.njpacoop.org and apply online; download and complete a hard copy, or call 888-894-1930 to receive your application by mail.

Q. HOW DOES THE PURCHASE PROCESS FLOW?

A. After Membership has been established, the Member selects the contract of choice from our purchasing catalog and contacts the Vendor directly for specific product, service, ordering and delivery information. Billing is executed by the servicing Vendor or manufacturer. NJPA monitors contract compliance by the Vendor to ensure a high level of service, quality of goods and general customer satisfaction as expressed by the Member. Prior to executing the purchase order, it would be the Member's responsibility to review and accept the general terms and conditions of the specific RFP of interest and at that point, execute the purchase order directly with the awarded Vendor. Your Membership allows the NJPA Board of Directors and NJPA staff to facilitate the bid and procurement responsibilities on your behalf.

Q. WHAT ABOUT CUSTOMER SATISFACTION AND ASSURANCE?

A. NJPA requires "manufacturer product and service responsibility". This eliminates the transferring of blame in the event the customer is not satisfied. Responding manufacturers accept this responsibility and, in extreme cases, NJPA would be involved in specific communications to ensure the customer is satisfied with the complete process of procurement and contract compliance. NJPA contracts are four-year terms, reviewed annually for compliance. This level of assurance and review will give Members the leverage necessary to insure the highest level of products and service.

Q. HOW DO I BECOME AN AUTHORIZED SUPPLIER OF NJPA?

A. NJPA encourages all national Vendors to respond to the NJPA RFP solicitations. Our bids are solicited, advertised and posted on www.njpacoop.org (our website), www.noticetobidders.com and in the Minneapolis Star Tribune.

Q. HOW DO I GET MORE INFORMATION ABOUT NJPA?

A. Visit our web site at www.njpacoop.org or contact any of our Vendors listed in our purchasing catalog. You also may contact us directly at 888-894-1930 or:

Mike Hajek, Director of Contracts & Marketing
mike.hajek@njpacoop.org • 218-894-5477

Duff Erholtz, Manager of Membership Services
duff.erholtz@njpacoop.org • 218-894-5490

Our 10-Step Procurement Process:

It is the desire of NJPA to meet our Members' procurement requirements, but it is ultimately our Members' responsibility to interpret local purchasing laws to determine their own ability to access and participate with NJPA contracts. Our Request for Proposal (RFP) process is continuously being refined to meet the changing needs of our Members. The desired result is a national, competitively bid procurement and contract process that is not only valued by Members, but meets or exceeds local requirements—offering exceptional products and services from nationally acclaimed Vendors.

1) RESEARCHING MEMBER NEEDS

Carried out at numerous national trade shows, we take the opportunity to not only display our current offerings, but also listen to our Members' needs in an effort to refine our current product and service offerings.

2) RESEARCHING THE MARKET FOR SOLUTIONS

Constant research helps us develop the best approach for each offering. Some industries lend themselves to an invitation for a manufacturer's response because a single manufacturer provides a complete industry solution through a number of authorized dealers. Other industries lend themselves to an invitation for a distributor response because individual distributors provide complete industry solutions as representative for a large number of manufacturers.

3) DRAFTING AND ADVERTISING AN RFP

This involves updating our largest, single document to meet the needs and requirements of our Members through the RFP scope, goal, intent and specifications for procurement of products and equipment. NJPA reserves the right to offer, invite and conduct a pre-bid meeting to educate potential responders and answer any questions and concerns surrounding the upcoming RFP. Questions that arise are received and addressed as defined within the general terms of the RFP.

NJPA advertises each RFP for two consecutive weeks in the Minneapolis Star Tribune (print and web), on www.njpacoop.org, www.noticetobidders.com, and locally as-needed to satisfy procurement guidelines (e.g., Hawaii and Oregon). NJPA also posts bids on appropriate third party solicitation websites. NJPA desires to invite as many providers of products and equipment as possible; however, our postings require responders to meet stringent business practices, so not all providers have the ability or desire to respond. As a result, NJPA Members work with companies that demonstrate the highest level of service and delivery of products, equipment and services, as well as the best overall value at the lowest possible contract price.

4) RECEIVING BIDDERS' RESPONSES

Bids are opened at a public ceremony specified in the RFP.

5) EVALUATING BIDDERS' RESPONSES

Evaluation begins at the bid opening by determining the "Responsiveness" of each bid. **"Level One Responsiveness" includes:**

- Timely submission.
- Properly tabbed and organized bid.
- Electronic as well as physical copies of their submission.
- Original signatures on appropriate documents.
- Bid bond/bid security all properly submitted.

The evaluation process continues with "Level Two Responsiveness", or the evaluation of the bid response by the Bid Evaluation Committee according to the procedures and parameters set by the RFP. Our typical RFP invites the widest possible variety of products and services within the scope of a bid. Our intention is to create a contract that provides the widest possible array of utility to the widest possible array of NJPA Members. We also specifically invite bidders to define their products and services not only by industry standard terms, but also in terms of the latest technological advances and its applicability and utility to our Members.

PROCUREMENT PROCESS

Evaluating bidders' responses, continued:

The perceived procurement value of a bid to NJPA and its Members, in the opinion of NJPA, includes but is not limited to:

- Conforming to RFP's intent, scope and specifications;
- Competitive pricing strategies;
- Ability to sell and service NJPA Members nationally;
- Financial strength, experience and success in the industry/marketplace;
- References from past customers and prior experience with NJPA;
- A clear, concise, aggressive and effective marketing plan;
- Value added related products, services and technological advances;
- Financing options and detailed payment terms;
- Warranty and product and service responsibility; and
- Identifying the depth, breadth and quality of products and service offerings.

Additional consideration is given to bidder's who demonstrate "Green" and Disadvantaged Business Enterprise and the ability sell and service Canada and other International provinces.

The final evaluation is conducted using the "Bid Evaluation" form defined in the RFP. This form establishes a weighted scoring method and also provides for an optional "Cost Comparison." This point-based system is used as a part of the final scoring and awarded Vendor determination.

6) MAKING RECOMMENDATIONS TO THE NJPA BOARD

The recommendations of the Bid Review Committee are presented to the NJPA Board of Directors for final review and possible award. The NJPA Board has the final authority to issue or deny a procurement contract.

7) AWARDING VENDOR(S)

Upon approval by the NJPA Board, the recommended Vendor is awarded a four-year contract with NJPA, subject to annual renewals. The Contract Manager and/or the Director of Contracts and Marketing welcome the new vendor to NJPA.

8) POSTING APPROVED CONTRACT DOCUMENTS

A complete procurement file is organized and posted on our website, offering the applicable evaluation, contract and solicitation documents where they can be reviewed by our Members.

9) DEVELOPING AND IMPLEMENTING A JOINT MARKETING PLAN WITH AWARDED VENDORS

NJPA works with both the Vendor and Member to educate people about the benefits and uses of an awarded contract. We work with the awarded Vendor(s) to educate and energize their sales and service teams.

We advertise our awarded contracts in selected national publications, produce a full-color, hard copy "Contract Directory" and maintain a website offering of the contract opportunities. NJPA exhibits with Vendor Partners, in numerous national trade shows and provide break-out meetings presenting information at those trade shows on contract purchasing and cooperative opportunities available through NJPA.

10) REVIEWING AND MAINTAINING OUR CONTRACT THROUGHOUT ITS TERM

Contracts are reviewed annually for their effectiveness. NJPA contracts are written with four-year terms and subject to annual renewals based on those reviews. As a result, NJPA provides a simple, structured, well-documented procurement contract in an effort to create a seamless process for all of its Member procurement needs. It is important to stress that NJPA does not eliminate Member responsibility for following the bid process, but rather, provides a nationally pre-competed option, so as not to duplicate the formal bid process.

It's Simply the Best Way to Get Started

Copy this form, or join online: www.njpacoop.org and select "join."

be the hero...
SUPER CHOICES

NJPA contracts offer value to our Members through:

- *Saving our Members the time and effort of facilitating their own competitive bid.*
- *Volume pricing discounts associated with a national purchasing alliance.*
- *The highest quality products and equipment provided by nationally acclaimed Vendors.*

NJPA Contracts are competitively bid on your behalf. A no-cost, no-obligation Membership is all you need to access CHOICE—and get connected to competitively bid and awarded Contracts at national volume discounts. There is a better way...it's NJPA.

Over 30,000 Members are already enjoying the value of choice in purchasing. Hundreds more are joining each month. Membership is at no cost and no obligation. Be the hero. Join today!



NJPA
National Joint Powers Alliance®

www.njpacoop.org

Competitively Bid Contract Purchasing Solutions

NJPA
National Joint Powers Alliance®

Creating an Alliance Between Buyers and Suppliers

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CONTRACTS

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NATIONAL JOINT POWERS ALLIANCE

Realize the power and value of National Contract Purchasing! At the National Joint Powers Alliance® (NJPA) we are driven to provide efficient public service through our National Cooperative Purchasing Programs. NJPA is a national organization that creates a business and service alliance between buyers and suppliers. Our common needs and the desire to serve your agency will lead our efforts as we face the challenges of purchasing in the future.

Click Here for Printable **ABOUT US** Version

OUR BACKGROUND

The National Joint Powers Alliance is a Service Cooperative created by Minnesota Statute 123A.21. This statute was created in 1978 and revised in 1995 to allow participating governmental and municipal agencies to reduce the cost of purchased goods by leveraging their combined purchasing power. We are a member owned cooperative, serving all public and non-public educational systems, governmental agencies and non-profits. NJPA establishes and provides nationally leveraged and competitively solicited purchasing contracts in cooperation with the Uniform Municipal Contracting Law, M.S. 471.345 Subd.15 and is enabled by M.S. 471.59 (The Joint Powers Law). Most of the states in the United States have enacted their version of the "Joint Powers" law. Each member is responsible to review the laws in their state to determine their ability to procure goods and services through the contracts provided by NJPA.

OUR PURPOSE

The general purpose of the NJPA is to create and host a national municipal association's purchasing alliance. Our goal is to provide our members with requested programs and services created, coordinated and delivered through a cooperative effort between all participating members. Our purpose therefore is to serve our membership by:

- Acquiring and providing procurement opportunities for goods and services needed by NJPA Members,
- To bring the benefits of national volume pricing to NJPA Members and
- To satisfy as many of the competitive bidding requirements of NJPA and NJPA Members as possible.

OUR VISION

Creating an alliance between buyers and suppliers.

OUR MISSION

Striving to meet the needs of our members by providing valued solutions that are respected by our suppliers.

OUR COMMITMENT

The National Joint Powers Alliance is committed to serving you, our members and customers. We offer a quality, measurable and cost-effective purchasing solution, by taking our members' common needs, researching the industry and returning the opportunity to purchase through

national contracts. We offer the very best products and services at the lowest possible prices by creating an alliance between buyers and suppliers. We understand that we are only able to do this as we work together, developing the partnerships that create a unified purchasing alliance.

CAREER OPPORTUNITIES

Coordinator of Bids and Contracts

For questions regarding Career Opportunities please contact Susan Nanik, Human Resource Manager at 218-894-5464

NJPA
National Joint Powers Alliance®

Creating an Alliance Between Buyers and Suppliers

CATALOG NEWSLETTER CONTACT US FAQ

LEARN
JOIN
MEMBER BENEFITS
APPLICATION
CASE STUDIES
PURCHASE
CONTRACTS
VENDOR DIRECTORY
INVITATION FOR BID

VENDOR LIST VENDOR MARKETING SITE

NJPA has established a mission to serve you, our Members, through a continuous effort to meet your present and future needs. The following contracts have been awarded and are current for NJPA and membership use.

ATHLETICS & HEALTH

Athletic Surfaces
Atlas Track & Field
Mondo USA, Inc.

Athletic/Phy-Ed Supplies & Equipment
Samson Equipment, Inc.
Sportime LLC

Playground Equipment
Little Tikes Commercial

EQUIPMENT & APPLIANCES

Healthy Vending
H.U.M.A.N. Healthy Vending

Commercial Kitchen
Pasco

HEALTH SOLUTIONS

Medical Supplies & Equipment
School Health
Zee Medical

Medication Therapy Management (MTM)
Outcomes Pharmaceutical Health Care

Pharmaceutical Benefit
Amerisource Bergen

CONSTRUCTION, FACILITY & MRO

Construction, Repair & Contractor Services
EZIQC

Roofing/Facility Asset Management
WTI - Tremco

Maintenance, Repair & Operating Supplies (MRO)
Grainger

Floorcovering/Carpeting
Interface Americas Inc.

HEAVY EQUIPMENT

Heavy Equipment
Caterpillar
Bobcat
Vermeer
Federal Contracts Corp.
Case IH
LeeBoy, Inc.
Manitowoc Crane Group
Sykes AmeriPumps
Winpower

Alternative Energy
Caterpillar
Noveda

LANDSCAPING EQUIPMENT

Altec
John Deere
Kubota
Vermeer
Federal Contracts Corp.
Felling Trailers
Global Trailer
Land Pride
Mahindra
Terex

FLEET

Auto/Truck Parts & Equipment
NAPA Auto Parts

Emergency Response
CDW-G
Logistic Systems
Federal Contracts Corp.
Winco

Continental Flooring Company
Milliken and Company
Shaw Contract
Tandus US, Inc.

Portable/Modular Space Solutions

Satellite Shelters, Inc.

CLASSROOM/OFFICE FURNITURE & SUPPLIES

Classroom & Office Furniture

Steelcase
KI
Palmer Hamilton
School Specialty Education Essentials
Staples Advantage - office
Staples Advantage - classroom

Classroom & Office Related Supplies & Accessories

Staples Advantage

Custodial Supplies & Consulting

Hillyard

TECHNOLOGY

Administrative Software & Services

SCHOOLDUDE.com
Tyler Technologies

Classroom Sound Amplification

LightSPEED Technologies

Computer/Technology Services, Equip., Supplies

CDW Government, Inc.

Copiers, Facsimile & Document Management

Sharp Electronics

Security & Equipment

ADT

Telecommunications

Mitel

MISCELLANEOUS

e-Procurement

SciQuest

Postage Meters, Equipment & Mailing Supplies

Neopost
DHL Global Mail

Staffing & Professional Employment-Related Services

Manpower

Transportation

Hoglund Bus & Truck

Fleet Management Technology

Trimble
Fuel Master
INVERS
AssetWorks, Inc.
Federal Contracts Corp.
Driver's Alert

PUBLIC TRANSIT & UTILITY

Public Mass Transit

ABC Bus, Inc.
International Bus Group
Motor Coach Industries, Inc.
New Flyer of America, Inc.
Eldorado-California, Inc.
Eldorado-Kansas, Inc.
National Bus Sales and Leasing, Inc.
Champion Bus/General Coach America, Inc.
Coach and Equipment Bus Sales, Inc
DATTCO, Inc.
Goshen Coach, Inc.
SVI, Inc., DBA Specialty Vehicles
Transportation Equipment Sales Corp.

Public Utility Vehicles

Allianz Sweeper Company
Genie Industries, Inc.
Atlantic Machinery, Inc.
Federal Signal Corp.
Gradall Industries, Inc.

OTHER

Equipment & Fixed Asset Leasing

National Cooperative Leasing

INSURANCE SERVICES

Group Life Insurance

Group Long Term Disability

Group Short Term Disability

Alliant Insurance Services


SITE MAP | SEARCH
NJPA 888-894-1930

MEMBERSHIP AGREEMENT
PARTICIPATING MEMBER

National Joint Powers Alliance®

This Agreement, made and entered into this _____ day of _____, 20 _____,
by and between National Joint Powers Alliance®, hereinafter referred to as "NJPA" and
_____ hereinafter referred to as the "Applicant".

Witnesseth:
That for a good and valuable consideration of the premises, mutual terms, covenants, provisions, and conditions hereafter set forth, it is agreed by and between the parties as follows:

Whereas, *the NJPA is created by Minnesota Statute §123A.21 (with membership further defined in M.S. §471.59) to serve cities, counties, towns, public or private schools, political subdivisions of Minnesota or another state, another state, any agency of the State of Minnesota or the United States including instrumentalities of a governmental unit and all non-profits; and*

Whereas, *NJPA's purpose as defined in M.S. §123A.21 is to assist in meeting specific needs of clients which could be better provided by NJPA than by the members themselves; and*

Whereas, *the NJPA Board of Directors has established the ability for an "Applicant" desiring to participate in NJPA contracts and procurement programs to become a Participating Member; and*

Whereas, *the NJPA Board of Directors has determined that Participating Members will have no financial or organizational liability to NJPA or to its organizational activities;*

Now Therefore, it is hereby stipulated and agreed that the "Applicant" Agency desires to be a Participating Member of NJPA with contract purchasing benefits, in accordance with terms and conditions of the applicable contract(s), and that NJPA hereby grants said Membership to said "Applicant."

Term:
This continuing agreement shall remain in force or until either party elects to dissolve the Agreement by written notice.

THEREFORE, IN WITNESS THEREOF,
the parties hereto have executed this Agreement the day and year written above.

Member Name:

By _____
AUTHORIZED SIGNATURE

Its _____
TITLE

_____
DATE

National Joint Powers Alliance®
200 1st Street NE, Suite 1
Staples, MN 56479

_____
AUTHORIZED SIGNATURE

_____
TITLE

_____
DATE

MEMBERSHIP AGREEMENT
PARTICIPATING MEMBER

National Joint Powers Alliance®

PATICIPATING MEMBER INFORMATION

Applicant Name: _____

Address: _____

_____

Federal ID Number: _____

Contact Person: _____

Title: _____

E-mail: _____

Phone: _____

Website _____

Please indicate an address to which your Membership materials may be delivered.

Thank you.

APPLICANT ORGANIZATION TYPE:

- ☐ K-12
- ☐ Government or Municipality
- ☐ Higher Education
- ☐ Non-Profit
- ☐ Other (please specify):

I WAS REFERRED BY:

(please specify)

- ☐ Advertisement _____
- ☐ Current NJPA Member _____
- ☐ Vendor Representative _____
- ☐ Trade Show _____
- ☐ NJPA Website _____
- ☐ Other _____

Completed applications may be returned to:

National Joint Powers Alliance ®
200 First Street NE, Suite 1
Staples, MN 56479

Duff Erholtz
phone 218-894-5490
fax 218-894-3045
e-mail duff.erholtz@njpaoop.org

AI-25018 **23.A.5.**

Authority to Advertise -RFP-Review, Assessment for Possible Overcharges of Power Utility Billing for Hidalgo County

CC REGULAR

Date:	02/01/2011
Submitted By:	Darlene Betancourt, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Consideration and possible action to solicit a Request for Proposals (RFP) from interested and qualified parties for the Review, Assessment and Analysis for Possible Overcharges from Hidalgo County Electric Power Providers through scrutiny of Utility Billings on a contingency basis for Hidalgo County including, but not limited to the following: Reliant Energy, Magic Valley Cooperative, CP&L and Others.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

ITEM REQUIRES NO FUNDING AT THIS TIME.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/28/2011 03:42 PM	APRV
2	Budget & Management	Erika Zamora	01/28/2011 03:50 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	01/28/2011 04:15 PM	APRV
4	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Darlene Betancourt — Started On: 01/26/2011 02:02 PM

Final Approval Date: 01/28/2011

AI-25016 **23.A.6.**

RFP-Prepaid (Post Tax) Voluntary Legal Services-Hidalgo County
CC REGULAR

Date:	02/01/2011
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Requesting authority to advertise a Request For Proposals packet (i.e.specifications, requirements terms, conditions, contract document) for: RFP-Prepaid (Post Tax) Voluntary Legal Services-Hidalgo County".

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Project will have no fiscal impact-this is an "Employees Voluntary Legal Services" benefit and will be at cost of the employee.

Attachments

Link: RFP PACKET

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/28/2011 03:40 PM	APRV
2	Budget & Management	Erika Zamora	01/28/2011 03:50 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	01/28/2011 04:14 PM	APRV
4	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Vangie Garcia — Started On: 01/26/2011 01:14 PM

Final Approval Date: 01/28/2011

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

DATE

Re: **HIDALGO COUNTY**
RFP NO: **"Hidalgo County-Pre-Paid (Post Tax) Voluntary Legal Services"**

Dear Respondents:

Enclosed please find a Request for Proposals (RFP) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFP 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/

Enclosures

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR PROPOSALS (RFP) CHECKLIST

HIDALGO COUNTY

"Pre-Paid (Post Tax) Voluntary Legal Services"

RFP No:

1. **Request For Proposals Letter.**

2. **Request for Proposals, Legal Notice, consisting of ___ pages.**

3. **Requirements, Exhibit A, consisting of ___ pages.**

4. **Evaluation Criteria, Exhibit B, consisting of ___ pages.**

5. **Insurance Requirements, Exhibit C, consisting of ___ pages.**

6. **Conflict of Interest Questionnaire (CIQ), Exhibit D, consisting of ___ page.**

7. **Participant's Affidavit, Exhibit E, consisting of __ page.**

8. **Vendor Application and Request for Taxpayers Identifications Number (W-9) form, consisting of ____ pages.**

9. **Certification Regarding Debarment, consisting of __ page.**

The above mentioned items shall be found in the Request for Proposals (RFP) 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 **Date**

RFP NO:		**Tel. No: (956) 318-2626**

REQUEST FOR PROPOSALS

Hidalgo County
Edinburg, Texas

"PRE-PAID (POST TAX) VOLUNTARY LEGAL SERVICES"
(DATE)

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

(956) 318-2626 Form HCPD-04

LEGAL NOTICE **RFP NO:**

1. Sealed proposals will be received for **"Hidalgo County –PRE-PAID (POST TAX) VOLUNTARY LEGAL SERVICES",** in accordance with the requirements attached hereto as Exhibit "A." Proposals 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 proposal.

2. One (1) original and seven (7) copies of all RFPs are required, with the vendor'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, **RFP NO:-Hidalgo County-Pre-Paid (Post Tax) Voluntary Legal Services"** and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., _____.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP 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: RFP NO: 2010-261-11-03CGV-HIDALGO COUNTY-PRE-PAID (POST TAX) VOLUNTARY LEGAL SERVICES".

   WRITTEN QUESTIONS WILL BE ACCEPTED WILL BE ACCEPTED via facsimile to (956) 292-7612 or via e-mail to: _____ BY NO LATER THAN Wednesday, _____at 5:00 p.m. Responses will be sent to all applicants by Friday, _____. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

   Hidalgo County reserves the right to refuse and reject any/all proposals 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: **A.** separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C.** award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of 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 proposals 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 proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.

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 proposal including catalogue numbers and any necessary references.

7. No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.

9. Any interpretations, amendments, corrections or changes to this proposal 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 Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.

10. County reserves the right to accept or reject any or all proposals.

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 proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS: (If applicable)

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, 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

16. 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- Pre-Paid (Post Tax) Voluntary Legal 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
Ray Eufracio, County Auditor
2802 S. Business Hwy. 281
Edinburg, TX 78539
956-318-2511

17. Schedule of Events

Projected Proposal Opening, 9:30 A.M., _____, 2011
Project/Anticipated Award Date: _____, 2011
Commence Work or Deliver Products **_____, 2011**

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 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 participants are 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 proposal, 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 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 therefor 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 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 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 complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

21. If, during the life of any contract or proposal 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.

22. Proposals, 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 Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
- 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 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 and benefits as required by Federal or State law. Successful proposers' 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 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.

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 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.

27. 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 proposal 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.

28. 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 Proposals 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.

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 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.

31. Proposers shall provide with the proposal 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.

32. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

REQUEST FOR PROPOSAL
"HIDALGO COUNTY PRE-PAID (POST TAX) VOLUNTARY LEGAL SERVICES"
RFP NO:

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
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 proposer further agrees, upon acceptance of its proposal, 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 Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer:_____

Address:_____

_____

_____

By:_____

Printed Name:_____

EXHIBIT A

HIDALGO COUNTY
REQUEST FOR PROPOSAL

“PREPAID (POST TAX) VOLUNTARY LEGAL SERVICES”

RFP NO:

HIDALGO COUNTY
REQUEST FOR PROPOSAL
"PREPAID (POST TAX) VOLUNTARY LEGAL SERVICES"
RFP NO:

Overview:
Hidalgo County is accepting proposals from qualified legal firms to provide legal and counseling services for Hidalgo County Employees on an "As Needed Basis". The qualified firm(s) must be prepared to devote sufficient time to the County to assure that the services offered provide the most benefit to the participant and would be strictly on a *employee voluntary payroll deduction participation*.

The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of **"PREPAID (POST TAX) VOLUNTARY LEGAL SERVICES "** as specified herein. Sealed proposals will be accepted until **9:30 A.M.,_____. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:
RFP Number: _____

US Postal Mail Address:	Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	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 RFP Number, Name And Opening Date.

The following outlines the Request For Proposals:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at

:**US Postal Mail Address:**	**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	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 NO LATER THAN Wednesday, _____, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via

facsimile by Friday, _____. **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 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 TAX 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 successful participant 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 complete CIQ forms to the Hidalgo County TAX Office locate at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:

Prior Contract award, respondents to this RFP 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 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 BIDS:

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 submitter'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:
It is the responsibility of the submitter to review the Request for Proposal (RFP) 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 proposers 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.

HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:
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.

DURATION OF CONTRACT: The initial term of the contract shall be for **One (1) *Year***, with the County's option to renew the agreement **two (2)-one (1) year terms** based on prior year's performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "Grace Period" at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications **(if applicable)**.

SECTION II - RFP REQUIREMENT

REQUEST FOR PROPOSALS:
The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:

This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

PROPOSER'S QUALIFICATIONS:

The firms must be registered and licensed to practice in the State of Texas,that has had experience in, but not limited to, the following areas:

- Must have a minimum of Five (5) years experience in legal services;
- At least Five (5) years experience in litigation on behalf of plaintiff;
- At least Five (5) years experience in the South Texas Courts;
- The firm/company must assign a minimum of one qualified account representative to service Hidalgo County;
- A Certificate of the representative's Errors and Omission insurance must be provided within 21 days from award and prior to execution of contract;
- The firm and representative(s) must be authorized by the State of Texas for sale and solicitation of Legal Services Benefit Plan;

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. For each project, a client contract name and phone number should be included for reference purposes. In addition, 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 proposers 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. Information regarding the proposer's credentials, education and experience with other entities is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:

This section will contain ***any/all*** licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as qualified.

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

SCOPE OF SERVICES

The information contained in these scope of services is confidential and is to be used only in connection with preparing a proposal for the following employee benefit plan. The contract will encompass all project-related legal services to the County of Hidalgo, including but not limited to, the following:

- Firm will evaluate and prosecute all claims;
- The selected firm will be expected to provide knowledgeable staff to explain the benefits to employees during the initial enrollment and during an annual enrollment period;

- Group employee education meetings, up to 20 minutes, will be allowed prior to or following the scheduled working day;
- Hidalgo County will sponsor only one Legal Services Benefit Plan;
- Legal Services Benefit Plan should not include the use of the legal services by a participating employee to the detriment of Hidalgo County;
- Hidalgo County is to be provided with a master payroll deduction list;
- After enrollment is held, Hidalgo County Treasurer's Office need to be provided with a spreadsheet including the names, addresses, social security numbers, and effective date for coverage;
- When change occurs, Hidalgo County Treasurer's Office needs to be formally notified by the awarded company; these changes include in services, deletion of certain services, or cancellation; and an effective date for these changes.

GENERAL REQUIREMENTS AND INSTRUCTIONS

A. Information

1. The information contained in these specifications is confidential and is to be used only in connection with preparing a proposal for the following employee benefit plan:

   "Pre-Paid Voluntary Legal Services Benefit Plan"

2. Hidalgo County reserves the right to accept or reject all or any part of the proposals, waive minor technicalities, and award the proposal to best serve the interest of Hidalgo County. Hidalgo County also reserves the right to waive or dispense with any of the formalities contained herein.

3. Proposals are to be submitted on the basis of the specifications contained herein. Alternate proposals will also be considered, provided they are clearly explained. All deviations from the specifications must be clearly identified and explained.

4. The information contained herein is believed to be accurate and up-to-date, but is not intended to be an expressed or implied warranty.

5. No telephone or fax proposals will be accepted. Proposals may only be accepted if delivered by U.S. Postal Services, Federal Express, UPS, other courier services or personally delivered by proposer. The County of Hidalgo will not be responsible for missing, lost, or late mail. Any proposals received after the time set for opening will be returned to the proposer unopened upon proposer's request and expense.

6. Vendors are cordially invited to the proposals opening, but are not required to attend.

B. Legal

All parties submitting proposals are expected to comply with federal, state and local insurance laws and regulations relative to the preparation and submissions of insurance proposals, when applicable. Specifically, the services to be provided are expected to be

in compliance with the Americans with Disabilities Act (ADA), Family Medical Leave Act (FMLA), Health Insurance Portability and Accountability Act (HIPAA), insurance laws and insurance regulations. All proposals that are submitted will be presumed to be in compliance with all applicable laws.

C. Communication

1. Proposals are to be sealed in an envelope clearly labeled **" Pre-Paid (Post Tax) Voluntary Legal Services Benefit Plan".** Proposer is required to provide one (1) original and seven (7) copies of proposal and submitted to:

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent
2812 S. Business Hwy. 281, New Administration Building
Edinburg, Texas 78539
(956) 318-2626 (Phone)
(956) 318-2629 (Fax)

2. Requests for information, must be in writing and must be faxed to:

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent
2812 S. Business Hwy. 281-New Administration Building
Edinburg, Texas 78539
(956) 318-2626 (Phone)
(956) 318-2629 (Fax)

3. Copies of all correspondence relevant to this assignment will be distributed to all interested participants.

4. **COMMUINCATION WITH COUNTY MEMBERS/EMPLOYEES:** Firm/Company submitting proposals shall not discuss this RFP with Members of Commissioners Court and or employees of Hidalgo County, other than the assigned staff member(s) at the Purchasing Department.

IF DISCUSSION IS NECESSARY, YOUR COMPANY WILL BE NOTIFIED IN WRITING. FAILURE TO ABIDE BY THIS REQUIREMENT MAY RESULT IN AUTOMATIC DISQUALIFICATION.

D. Time Frame

1. The specifications will be available to interested parties on or after _____ at the Hidalgo County Purchasing Department, Administration Bldg, 2812 S. Business Hwy. 281, New Administration Building - Edinburg, Texas.

2. Proposals (one (1) original and seven (7) copies) must be delivered to Hidalgo County Purchasing Department, 2812 S. Business Hwy. 281, New Administration Building, Edinburg, Texas 78539, no later than Wednesday, _____, 2011 by 9:30 a.m..

3. The proposal will be opened in public at 9:30 a.m., _____, 2011 at the Hidalgo County Purchasing Departments' Conference Room, 2812 S. Business Hwy. 281, New Administration Building, Edinburg, Texas 78539. The proposal shall be opened in a manner to avoid disclosure of contents to competing vendors and the contents shall be kept secret during the process of proposal negotiations.

E. Proposals

1. Proposals must be clearly explained and identified. All costs, including optional programs, must be clearly stated and summarized. Exceptions to or deviations from the specifications **must** be explicitly identified.

2. Each party submitting a proposal is asked to screen their designated proposals for correctness and compliance with the specifications.

3. Request for interpretation of the specifications will be provided by:

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent
2812 S. Business Hwy. 281, New Administration Building
Edinburg, Texas 78539
(956) 318-2626 (Phone)
(956) 318-2629 (Fax)

All such responses will be made in writing. Oral explanations will not be binding.

4. The amount of commission and service work to be provided by the representative is to be included as part of the submitted proposal.

5. The contents of the proposals shall be kept confidential during the process of negotiations. After the agreement is awarded, all proposals will be available for public inspection.

F. Disqualification and Rejection of Proposals

Failure to comply with the requirements or the procedures set forth herein, or to satisfy the servicing criteria as set forth in the specifications, may result in disqualification. It is not intended that exceptions to the specifications will, in and of themselves, result in disqualification.

G. Selection of Vendor

Hidalgo County reserves the right to reject any or all of the proposals, in whole or in part; to waive any informality in any proposal, and to accept the proposal which, in its discretion, is in the best interest of the County. The County reserves the right to request Best and Final Offer(s) from one or more vendor(s). Hidalgo County Commissioners' Court will make the final decision of agreement award. **AGREEMENT WILL BE SUBJECT TO FINAL NEGOTIATION AND CONTRACT DELIVERY.**

H. Terms of Agreement

Hidalgo County is seeking an agreement for a primary term of one (1) year with the option to renew the agreement for two (2) additional one (1) year terms.

Hidalgo County reserves the right to terminate the agreement at the expiration of the budget period, during the term of the agreement or at the end of the anniversary date on a sixty (60) day notice. The agreement will be for current revenues only. The agreement will be for the current revenues only in accordance with Local Government Section 271.903 to terminate the agreement.

The agreement is to contain cancellation provision that provides for sixty (60) days notice of cancellation (except for non-payment) and sixty (60) days notice for non-renewal or material charge.

Hidalgo County reserves the right to terminate the agreement at any time for any or no reason. **If termination of agreement is necessary, NO termination penalties will be imposed.**

I. Qualification of Companies

Company shall comply with all applicable laws and requirements of the State of Texas.

J. Representatives Minimum Qualifications

All representatives submitting proposals must meet the following minimum qualifications:

- The representative must have insurance for errors and omissions liability with a limit of at least $1 million per occurrence.
- The representative must have been in the legal services contract business for at least five (5) years.
- The company must assign a minimum of one qualified account representative to service Hidalgo County. A certificate of the representative's E & O insurance must be provided within ten (10) days from date of award and prior to execution of contract.

K. Copies of Contracts

It is required that a complete specimen contract (including all forms, endorsements, exclusions and policy jackets) and appropriate contractual documents be furnished with proposal.

L. Authorized Signature

All proposal forms must be signed by persons who have legal authority to bind the company and administrator to the services that are proposed.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer(s) is to provide a proposed fee based on the scope of services/work requested.

RFPs must be submitted by **no later than 9:30 a.m. on_____.**

RFP SUBMITTED TO: An original and seven (7) copies of RFPs should be submitted to:

US Postal Mail Address:	**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

BACKGROUND INFORMATION AND RFP ASSUMPTIONS

1. Eligible employees:

Number	Description
3800	Employees

2. A Pre-Paid Voluntary Legal Services Benefit Plan is being considered by Hidalgo County.

3. Hidalgo County will sponsor only one Pre-Paid Voluntary Legal Services Benefit Plan.

4. The selected provider will be expected to provide knowledgeable staff to explain the benefits to employees during the initial enrollment and ruing an annual enrollment period. Group employee education meetings, up to 20 minutes will be allowed.

5. Hidalgo County is to be provided with a master payroll deduction list.

6. Pre-Paid Voluntary Legal Services Benefit Plan should not include the use of the legal services by a participating employee to the detriment of Hidalgo County.

7. The Company and representative(s) must be authorized by the State of Texas for sale and solicitation of Legal Services Benefit Plans.

HOLD HARMLESS AGREEMENT
VOLUNTARY PAYROLL DEDUCTION

Hidalgo County requests that the Voluntary Deduction Company (the Company) execute a Hold Harmless Agreement that will include the following provisions:

1. The Company, its agents and representatives shall comply with all pertinent written directives and reasonable request of Hidalgo County regarding the solicitation of employees and at the purchase of Voluntary Payroll Deduction of Pre-Paid Voluntary Legal Services Contracts.

2. The Company shall indemnify and hold harmless Hidalgo County's employees, from every claim and demand, excluding those based upon negligence or act of Hidalgo County's employees, which may be made by reason of the negligence of the Company or its officers, directors, employees, agents or representatives resulting in the purchase of Voluntary Deduction of Pre-Paid Voluntary Legal Services Contracts by the County through the Company.

3. The Company, at its own expense, shall defend any legal proceedings that may be brought against Hidalgo County, employees, regarding any claim or demand for which the Company is required hereunder to indemnify the County, its employees shall satisfy any judgement that may be rendered against any of them by reason of the purchase of Voluntary Payroll Deduction of Legal Services Contracts by Hidalgo County through the Company. Hidalgo County shall promptly notify the Company by Registered or Certified Mail upon the receipt of any such claim or demand.

4. Hidalgo County reserves the right, upon sixty (60) days written notice by Hidalgo County to firm, by Registered or Certified Mail, to terminate this Agreement but such termination shall in no manner affect any liability of the Company incurred prior to such termination.

SECTION III – SELECTION/EVALUATION/RANKING

A. SELECTION/EVALUATION/RANKING PROCESS:

The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest fees, but shall take into consideration other factors, including past experience, evidence of good organization background, references, ability to provide requested services, and any other factors found necessary for quality services including a presentation of the proposed system. Hidalgo County will evaluate the proposal utilizing the evaluation criteria outlined in Exhibit "B" attached herein. Thereafter, Hidalgo County Commissioners Court will rank and/or award this proposal.

Proposals will be graded on a 100-point system with emphasis on ability to service Hidalgo County including, but not be limited to, the items listed below:

1. Provide sufficient proof of financial stability to ensure continued service throughout the contract term. **25 points**

2. Cost: Provide the required turnkey system(s) at a reasonable cost. **20 Points**

3. Experience and knowledge necessary to provide the appropriate systems and perform all the required services. **20 Points**

4. Have the personnel level and equipment necessary to provide immediate service and ensure minimal "down" time. **20 Points**

5. Provide sufficient professional background (references) indicative of outstanding, or exceptional Systems' performance in city, county and other entities in the area. **15 Points**

Total 100 Points

B. RANKING OF PROPOSALS:

At the sole discretion of Hidalgo County Commissioners' Court: (a) score/evaluate themselves and/or (b) may appoint or designate a Committee to score and evaluate the written RFPs. Firms may be asked to provide additional information for clarification purposes based on the information provided within the Proposal response. Thereafter, Hidalgo County Commissioners' Court will finalize the evaluation and rank the respondents based upon their presentations to the Court.

C. NEGOTIATION PROCESS:

Compliance with all requirements, the most cost productive, efficient and effective plan will be considered. Emphasis will be placed on capability to perform within the program as well as meeting the needs of Hidalgo County. Accuracy and completeness are essential. If negotiations proved unsuccessful, the next highest ranked proposer will be contacted. Hidalgo County reserves the right to reject any and all RFPs.

HIDALGO COUNTY
Pre-Paid (Post Tax) Voluntary Legal Services Benefit Plan
Request for Proposal No.

QUESTIONNAIRE

Describe organization submitting proposal:

1. Company Name:
    a. Number of years in the Legal Services Benefit Plan business:
    b. Number of counties serviced with Legal Services Benefits Plans:
    c. Contact Person:
    d. Telephone Number:
2. Name of Representative:
    a. Address:
    b. Telephone Number:
    c. Number of years in the Legal Services Benefit Plan Business:
    d. Number of years representing Legal Services Benefit Plans:
    e. Number of counties serviced with Legal Services Benefit Plans:
    f. Relationship with company (length of time, number of groups, amount of premium)
3. What is your agency estimated premium volume for Legal Services Benefit Plans with Counties?
4. What is current A.M. Best rating of your Company and financial size category, if any?
5. Provide three (3) Texas client references (preferably counties) where the proposed product is enrolled.

Name of Client	Contact Person	Telephone Number	No. of Employees

6. Please attach rates for Individual and Family Coverage for all proposed plans.
For what period of time are quoted rates guaranteed?

7. Is a longer rate guarantee available? Yes ☐ No ☐
If so, please describe:

8. Please provide commission structure included in your quoted rates:

9. Will a "Hold Harmless Agreement" with provision comparable to those presented in the RFP Specifications be executed? Yes ☐ No ☐

10. Will a Group Contract be issued to Hidalgo County? Yes ☐ No ☐

11. Is the product Portable? Yes ☐ No ☐

12. If so, at the same group rate? Yes ☐ No ☐
Is the product Cafeteria Plan Eligible? Yes ☐ No ☐
If not, please explain:

_____

_____

13. Number of Affiliated Attorneys & coverage areas: _____

_____

14. Is access to services available outside listed coverage areas? Yes ☐ No ☐

15. May the participant choose the attorney without a reduction in benefits? Yes ☐ No ☐

16. Is Direct Access to an attorney available? Yes ☐ No ☐

If No, please describe "Gatekeeper" procedure:

_____

_____

17. Are costs such as filing fees, recording costs, depositions, fines, and court costs included as a covered benefit?
Yes ☐ No ☐

18. Please list all benefits covered in full:

_____

_____

19. Please list all benefits covered at a discount and the discounted rate:

_____

_____

_____

_____

20. Please list the rate per hour and any caps for benefits not specifically covered by the plan.

_____

_____

_____

_____

21. Please list all plan exclusions and waiting periods:

_____

_____

_____

_____

22. Please describe claim filing process and turnaround time:

_____

_____

_____

_____

23. Will Hidalgo County be provided with utilization or other reports on a scheduled basis?

Yes ☐ No ☐

24. Please describe billing procedures:

25. Please state any variations to RFP Assumptions or Qualifications in your proposal:

26. Describe initial enrollment procedures. (Include sample of education material):

REPRESENTATIVE'S STATEMENT

I certify that all specified coverage will be provided except as indicated on the attached explanation. If needed, please add separate sheet(s) to explain reasons why your proposal differs from criteria outlined in the specifications. Also, specifically state which of the optional coverage provision are not included.

The coverage's quoted and insurance companies providing coverage are the following:

COVERAGES/SERVICES	**COMPANY**

_____ _____

Type Representative's Name Representative's Telephone

_____ _____

Representative's Signature Date

ANTI-COLLUSION CERTIFICATION

By submission of this proposal, the Proposer certifies that:

1. This proposal has been independently arrived at without collusion with any other Proposer or with any competitor;

2. This proposal has not been knowingly disclosed and will not knowingly disclosed, prior to the opening of proposal for this project, to any other proposer competitor or potential competitor;

3. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a proposal;

4. The person signing this proposal certifies that he/she has been fully informed himself/herself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the proposer as well as to the person signing in its behalf.

_____	_____
Company Name	Authorized Signature
_____	_____
Address	Type Signatory's Name and Title
_____	_____
City, State, Zip Code	Telephone Number
_____	_____
Representative's Name	Fax Number

_____
Representative's Address

EXHIBIT B

SOQ's EVALUATION FORM

Selection Criteria **Range Points** **Score**

1. Provide sufficient proof of financial stability to ensure continued service throughout the throughout the contract term.

   Comments/Rationale for Points: **25 Points** _____

   _____

   _____

   _____

2. Cost: Provide the required turnkey system(s) at a reasonable cost.

   Comments/Rationale for Points: **20 Points** _____

   _____

   _____

   _____

3. Experience and knowledge necessary to provide the appropriate systems and perform all the required services.

   Comments/Rationale for Points: **20 Points** _____

   _____

   _____

   _____

4. Have the personnel level and equipment necessary to provide immediate service and ensure minimal "down" time.

   Comments/Rationale for Points: **20 Points** _____

   _____

   _____

   _____

5. Provide sufficient professional background (references) indicative of outstanding, or exceptional, systems' performance in city, county and other entities in the area.

   Comments/Rationale for Points: **15 Points** _____

   _____

   _____

   _____

   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.

<u>Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).</u> 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 OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU-TORY LIMITS ☐ OTHER	
					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

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 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 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

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

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629, in person or regular mail to: 2802 South 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:

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

Disadvantaged Business (At Least 51% Ownership)

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.:** _____

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.

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 _____, 2011.

_____

Notary Public

My commission expires:_____, 20____.

AI-24954 **23.A.7.**

Renovations to Former Administration Building 1st and 2nd Floors - Atrium Roof Assessment

CC REGULAR

Date:	02/01/2011
Submitted By:	Moises Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Acceptance of proposal received (for the purpose of issuance of purchase order) from Armko Industries, Inc. (through Hidalgo County's membership/participation with state, interlocal or cooperative purchasing programs awarded HCDE, Choice Facility Partners Contract #07/006JC) for testing of former Administration Building Atrium Roof and Assessment in connection with the on-going "Renovations to Former Administration Building 1st and 2nd Floors" in the amount of $2,500.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-419-40-220-001-0-339

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

BUDGETARY IMPACT:

$3,000.00 available funds as of 01/28/11. rc

Attachments

Link: backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/26/2011 03:10 PM	APRV
2	Budget & Management	Erika Zamora	01/27/2011 08:00 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	01/28/2011 03:21 PM	APRV
4	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Moises Salazar Started On: 01/21/2011 11:47 AM

Final Approval Date: 01/28/2011

OWNER: Hidalgo County, Texas
3100 South Bus. 281
Edinburg, TX 78540

PROJECT: Old County Administration Building
100 E. Cano
Edinburg, TX 78540

ARMKO INDUSTRIES, INC.
1320 SPINKS ROAD
FLOWER MOUND, TX 75028
972.874.1388 / FAX 972.874.1391
www.armko.com

EXHIBIT A
ATTACHMENT TO PURCHASE ORDER
PROPOSAL FOR BUILDING FORENSIC SERVICES

The purpose of this proposal is for HIDALGO COUNTY, TEXAS to receive BUILDING FORENSIC SERVICES at the "OLD COUNTY ADMINISTRATION BUILDING", as named above, utilizing the 07/006JC BUILDING FORENSICS (primarily roofing and waterproofing) CONSULTING SERVICES FOR HARRIS COUNTY DEPARTMENT OF EDUCATION (HCDE) / CHOICE FACILITY PARTNERS, a Cooperative Purchasing Network, as per Texas Local Government Code 252,262/Texas Education Code 44.013, Inter-local Cooperative Purchasing Act, as a procurement option for Governmental agencies.

DESCRIPTION OF WORK

It is the desire of the Client to engage the services of Armko to perform roof consulting services specifically requested by the Client. The services to be provided may relate to some or all of the following: analysis of existing roof components; instrumented moisture survey (if necessary); provide help in establishing budget forecast; and/or other work agreed to by the parties as described in SCHEDULE "A" below. Armko shall perform any or all of the afore-described services for the Client as an independent consultant and not as an employee.

SCHEDULE A

ROOF ANALYSIS AND ROOF ANALYSIS REPORT

Roof Analysis

A. Interior and exterior visual examination of roof-related sheet metal, parapets, copings, flashings, roof mat, deck system, and penetrations and/or projections through the roof system.
B. Cross-section analysis of core samples of the roof membrane.
C. Analysis of insulation and topside of deck system at core areas.
D. Moisture meter readings of insulation and/or membrane (as required).
E. Bitumen chemical analysis if applicable.
F. Establish roof priorities if applicable.

Roof Analysis Report (written and oral presentation)

A. Existing Conditions
B. Recommendations
C. Budget Cost Estimate
D. Existing Condition Photographs
E. Roof Plan

Total for Schedule A: $ 0.065 per square foot
$ 2,500.00 minimum charge

TERMS

Schedules A fees will be invoiced upon delivery of Roof Analysis Report and/or Moisture Survey Report.

Armko shall receive payment within ten (10) days after receipt of invoice by Client according to the aforementioned schedule of fees. Armko's provision of its services hereunder shall be within its discretion, as shall the hours and days to be worked.

ARMKO INDUSTRIES, INC.
1320 Spinks Road
Flower Mound, TX 75028

By: _____

Print Name: Travis Jones

Title: Roofing & Building Envelope Consultant

Date: January 24, 2011

AI-25038 **23.B.1.**

Requesting for Payment for Invoices

CC REGULAR

Date:	02/01/2011
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 2

Information

CAPTION

a. Requesting approval of payment in the amount of $4,174.72 (reimbursement for R. Gutierrez Engineering Corp.) for the publication of statutory notice to public hearing for the McColl Rd in cooperation with Texas Department of Transportation and the Federal Highway Administration.

b. Requesting acceptance & approval of Invoice No. 24407 in the amount of $200.00 for the spanish translation services from Davila & Associates, Inc. for the McColl Rd Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-122-028-0-731

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

BUDGETARY IMPACT:

appropriation placed on CC 02/01/11 AI-25052

Reference: PO#538482

Attachments

Link: Invoices

Link: pg 5 contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/28/2011 03:48 PM	APRV
2	Budget & Management	Erika Zamora	01/28/2011 03:53 PM	APRV
3	Roland Garcia	Rolando Garcia	01/28/2011 04:48 PM	APRV
4	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Rocio Villarreal Started On: 01/26/2011 04:19 PM

Final Approval Date: 01/28/2011

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2936
Thursday, January 20, 2011

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: ENG03.024b McColl Rd.II (Dicker Road to Orangewood (Rancho Blanco) Road)
Professional Services for the Period: 1/1/2011 to 1/20/2011

Billing Group: 01 *Phased Fixed Fee*

Basic Contract and Additional Services

Contract #: *C-03-167-06-03(WA's #1,3,4,5)(PO#53848)*

Billing Fee: $841,390.00

Phase	Phase Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
Part I - Preliminary Engineering	268,831.50	100.00	268,831.50	268,831.50	0.00
Part II - Environmental Assessment	50,300.00	100.00	50,300.00	50,300.00	0.00
Part III - Right-of-Way Map	23,000.00	100.00	23,000.00	23,000.00	0.00
Part IV - Plans, Specifications & Estimate	499,258.50	78.35	391,155.52	391,155.52	0.00

Reimbursables

	Date	Bill Units	Unit Bill Rate	Charge
Advertising Expense for Public Hearing (The Monitor)	10/1/2010	1.00	3,795.20	3,795.20
	Reimbursables Total:	1.00		$3,795.20

Reimbursables Totals: ***$3,795.20***

Project Totals:

INVOICE RECEIVED BY:
Janet Dell ON 1/20/11
GOODS/SERVICES RECEIVED BY:
Hector Palacios ON 1/20/11

Project Subtotal:	**$3,795.20**
Administrative Fees (10%):	**$379.52**
Billing Total:	**$4,174.72**

****** Total Project Invoice Amount:*** ***$4,174.72***

Ramiro Gutierrez
President

PO # 538482
1-1200-431-00-122-038-0-731
Req # 52637

Notary Public, Hidalgo County

Texas Department of Transportation

NOTICE OF PUBLIC HEARING McColl Road

The Texas Department of Transportation Pharr District (TxDOT) in cooperation with Hidalgo County and the Federal Highway Administration (FHWA) will hold a PUBLIC HEARING to discuss the proposed McColl Road project in Hidalgo County from Dicker Road north to Orangewood Drive. The project is approximately 2.5 miles in length. This hearing will allow the public to have the opportunity to view the project details and provide comments. The hearing details are as follows:

Thursday, November 4, 2010
Valley View
Early College Campus
3000 E. Dicker Road
Hidalgo, Texas 78557
Exhibit Viewing Period:
5:30 pm to 6:00 pm
Presentation: 6:00 pm

Currently, the section of McColl Road to be improved consists of either a caliche or dirt roadway. The caliche road is approximately 20-foot-wide and is within existing 80-foot-wide right-of-way (ROW) from Dicker Road to Thomas Road and existing 40-foot-wide ROW from Thomas Road to Whalen Road. The dirt road portion is approximately 10-foot-wide and is within existing 40-foot-wide ROW from Whalen Road to Orangewood Drive. The proposed project would improve mobility and connectivity by upgrading the existing facility between Dicker Road and Orangewood Drive, and providing a continuous north-south travel corridor from Hidalgo to McAllen, Texas. A four-lane urban roadway would be constructed from Dicker Road to north of Thomas Road to match the existing roadway south of Dicker Road. The urban roadway would transition into a two-lane rural roadway with shoulders just north of Thomas Road and extend to just south of Orangewood Drive. The rural roadway would transition into a two-lane urban roadway with shoulders and a right-turn-lane just south of Orangewood Drive to match the existing roadway immediately north of Orangewood Drive. The roadway would be constructed in the existing 80-foot-wide ROW from Dicker Road to Thomas Road. In order to accommodate levee access roads and the realignment of Whalen Road and embankment needed within the International Boundary and Water Commission (IBWC) floodway, the proposed ROW would vary (80-feet minimum and 462-feet maximum) from Thomas Road to north of Whalen Road. To accommodate embankment needed within the Mission Inlet floodway, the proposed ROW would vary (100-feet minimum and 230-feet maximum) from north of Whalen Road to just south of Orangewood Drive. The proposed ROW from south of Orangewood Drive to Orangewood Drive, would be 80-foot-wide.

Approximately 33.244 acres of additional ROW would be required for this project. No relocations or displacements would be required. The Uniform Relocation Assistance and Real Property Acquisition Act of 1970 would be followed in the acquisition of the required ROW. Approximately one mile of the proposed project area is located within the IBWC floodway and is within the 100-year floodplain. The proposed roadway would be designed to have minimal impact on the floodplain.

Under Section 4(f) of the Department of Transportation Act of 1966, projects that use land from public parks, recreation areas, wildlife and waterfowl refuges, or historic sites (public or private), must be evaluated for potential impact. The proposed project would not require the use of nor substantially impair any public park, recreation area, or wildlife and waterfowl refuge lands. However, the project would impact 1.94 acres of Hidalgo County Irrigation District No. 2's irrigation system (formally known as the Louisiana-Rio Grande Canal Company Irrigation System), a historic property listed on the National Register of Historic Places. TxDOT historians and the Texas Historical Commission (THC) have concurred that the proposed project would have no adverse affect on this historic property and complies with FHWA de minimis Section 4(f) guidelines. As such, a de minimis Section 4(f) determination from FHWA will be requested for this project.

Location maps and other drawings showing the proposed location and design of the project, the environmental document, the tentative construction schedule, and other project information are on file and available for inspection and copying at the TxDOT District Office, located at 600 W. Expressway 83 in Pharr, Texas. Comments may be submitted up to 10 days after the public hearing, on or prior to November 14, 2010, to the Pharr District Engineer, Mario R. Jorge, P.E. at P.O. Box 1717, Pharr, Texas 78577-1717. Comments may also be sent electronically by facsimile to (956) 702-6110 or e-mailed to Robin.Gelston@txdot.gov. Maps and drawings showing the project's location and geometric design are on file with Hidalgo County.

All interested citizens are invited to attend this hearing and express their views on the project. Verbal or written comments may be presented at the public hearing. For additional information on the project, please call Griselda Saldivar, P.E. at the Pharr District Office at (956) 702-6193. Spanish translations will be available at the public hearing. Persons interested in attending the hearing and having questions regarding special communication or accommodation needs may call Robin Gelston at (956) 702-6130 at least five days prior to the public hearing.

AVISO DE AUDIENCIA PÚBLICA McColl Road

El Departamento de Transportación de Texas en el distrito de Pharr (TXDOT por sus siglas en inglés), en cooperación con el Condado de Hidalgo y la Administración Federal de Carreteras (FHWA por sus siglas en inglés), convocará una AUDIENCIA PÚBLICA para discutir el propuesto proyecto de la calle McColl en el Condado de Hidalgo desde la calle Dicker al norte hasta Orangewood Drive. Este proyecto es de aproximadamente 2.5 millas de largo. Esta audiencia permitirá al público tener la oportunidad para ver los detalles del proyecto y proveer comentarios. Los detalles de la audiencia son:

Jueves, 4 de noviembre del 2010
Valley View Early College Campus
3000 E. Dicker Road
Hidalgo, Texas 78557
Periodo de ver la exhibición:
de 5:30 pm a 6:00 pm
Presentación: 6:00 pm

Actualmente, la sección de la calle McColl designada a ser mejorada consistira en ya sea un camino de caliche o de tierra. El camino de caliche es aproximadamente de 20 pies de ancho y esta dentro de un Derecho de Via existente (ROW por sus siglas en inglés) de 80 pies de ancho desde la calle Dicker hasta la calle Thomas y un Derecho de Via existente de 40 pies de ancho existe desde la calle Thomas hasta la calle Whalen. La porción del camino de tierra es aproximadamente de 10 pies de ancho y esta dentro de un Derecho de Via existente de 40 pies de ancho desde la calle Whalen hasta la calle Orangewood Drive. El proyecto propuesto mejorara la movilidad y la conectividad al mejorar las instalaciones existentes entre la Calle Dicker y la calle Orangewood Drive, y proveera un corredor norte-sur desde Hidalgo a McAllen, Texas. Un camino urbano de cuatro carriles sera construida desde la calle Dicker hasta al norte de la calle Thomas para incorporar el camino existente inmediatamente al sur de la calle Dicker. El camino urbano hara transición a un camino rural de dos carriles con acotamientos desde el norte de la calle Thomas y extendiendo hasta el sur de la calle Orangewood Drive. El camino rural hara transición a un camino urbano de dos carriles con acotamientos y un carril para girar a la derecha al sur de la calle Orangewood Drive para incorporar la calle inmediatamente al norte de la calle Orangewood Drive. El camino sera construido en un Derecho de Via existente de 80 pies desde la calle Dicker hasta la calle Thomas. Para acomodar las calles de acceso de los diques y la realineación de la calle Whalen y el muro de contención necesitado dentro del canal de desagüe de la Comisión Internacional de Límites y Agua (IBWC por sus siglas en inglés), el Derecho de Via propuesto variara (desde 80 pies mínimo hasta 462 pies máximo) de ancho desde la calle Thomas hasta el norte de la calle Whalen. Para acomodar el muro de contención necesitado dentro del canal de desagüe Mission Inlet, el Derecho de Via propuesto variara (de 100 pies mínimo ha 230 pies máximo) de ancho desde el norte de la calle Whalen hasta el sur de la calle Orangewood Drive.

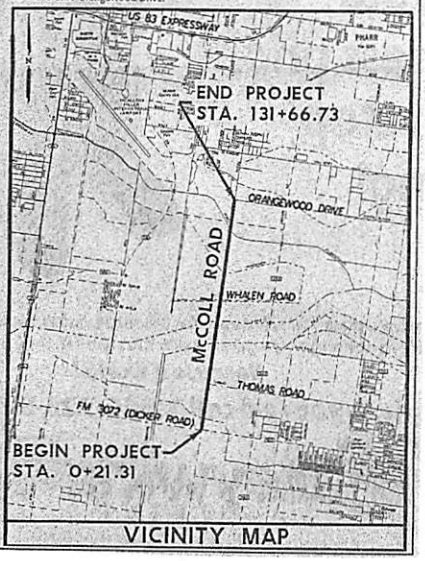
El Derecho de Via propuesto, desde el sur de la calle Orangewood Drive hasta la calle Orangewood Drive, sera de 80 pies de ancho.

Aproximadamente 33.244 acres adicionales de Derecho de Via seran requeridos para este proyecto. No sera necesario reubicar ni desplazar a nadie. El Acto de Adquisición de la Ayuda Uniforme de la Relocalización y la Adquisición de Bienes (The Uniform Relocation Assistance and Real Property Acquisition Act) de 1970 sera seguido en la adquisición del Derecho de Via requerido. Aproximadamente una milla del área del propuesto proyecto está ubicado dentro del canal de desagüe de la Comisión Internacional de Límites y Agua y esta dentro del terreno del área de inundación de 100 años. La calle propuesta estara diseñada para tener el mínimo impacto en el terreno de inundación.

Bajo la Sección 4(f) del Acto del Departamento de Transportación de 1966, proyectos que usan terrenos de parques públicos, áreas de recreación, refugios de fauna y aves acuáticas, o sitios históricos (públicos o privados), tendrán que ser uso ni deteriorara substancialmente ningún parque público, área de recreación, o refugios de fauna y aves evaluados por el impacto potencial. El proyecto no requerira el acuáticas. Sin embargo, el proyecto impactaría 1.94 acres de sistema de irrigación del Distrito de Irrigación del Condado de Hidalgo No. 2 (formalmente conocido como el Sistema de Irrigación "Louisiana - Rio Grande Canal Company") una propiedad histórica listada en el Registro Nacional de Lugares Históricos. Historiadores del Departamento de Transportación y la Comisión Histórica de Texas (THC por sus siglas en inglés) han concurrido que el proyecto no tendra ningún efecto adverso a esta propiedad histórica y cumple con las normas de la Sección de minimis 4(f) de la Administración Federal de Carreteras. En tanto, una determinación de minimis de la Sección 4(f) sera pedida para este proyecto de la Administración Federal de Carreteras.

Mapas y otros planos mostrando la ubicación propuesta y diseño de este proyecto, documentos ambientales, el calendario provisorio de la construcción, y otra información del proyecto están en el archivo y disponibles para inspección y para ser reproducidos en la oficina de Distrito del Departamento de Transportación, localizada en 600 W. Expressway 83 en Pharr, Texas. Se pueden entregar comentarios, hasta 10 días después de la audiencia pública o antes del 14 de noviembre del 2010, al Ingeniero del Distrito de Pharr, Mario R. Jorge, P.E. al P.O. Box 1717, Pharr, Texas 78577-1717. Comentarios también pueden ser enviados electrónicamente al Fax (956) 702-6110 o al correo electrónico Robin.Gelston@txdot.gov. Mapas y otros planos que muestran la ubicación y diseño geométrico del proyecto están archivados en la oficina del Condado de Hidalgo.

Todos los ciudadanos interesados están invitados a asistir a esta audiencia pública y expresar sus puntos de vista sobre el proyecto. Comentarios verbales o por escrito pueden ser presentados en la audiencia pública. Para información adicional de este proyecto, favor de llamar al Ingeniera Griselda Saldivar, a la Oficina del Distrito de Pharr al (956) 702-6193. Traducción al español estará disponible en la audiencia pública. Personas interesadas en asistir a la audiencia y que tengan preguntas acerca de comunicaciones especiales o necesidades de acomodo, por favor llamen a Robin Gelston al (956) 702-6130 al menos con 5 días de anticipación a la audiencia pública.



VICINITY MAP

#40012576 - R. Gutierrez Engineering - 95038793

THE MONITOR

PUBLISHER'S AFFIDAVIT

State of Texas
County of Hidalgo

Leticia Bernal, being duly sworn on her oath states that she is an Account Representative of *THE MONITOR* and that the attached notice appeared in the following issues:

October 5, 25, 31, 2010

Subscribed and sworn to before me this the 1st day of November A.D. 2010

Notary Public, Hidalgo County

ELIZABETH D. FLORES
Notary Public, State of Texas
My Commission Expires
September 29, 2013

Texas Department of Transportation

NOTICE OF PUBLIC HEARING
McColl Road

The Texas Department of Transportation Pharr District (TxDOT) in cooperation with Hidalgo County and the Federal Highway Administration (FHWA) will hold a PUBLIC HEARING to discuss the proposed McColl Road project in Hidalgo County from Dicker Road north to Orangewood Drive. The project is approximately 2.5 miles in length. This hearing will allow the public to have the opportunity to view the project details and provide comments. The hearing details are as follows:

Thursday, November 4, 2010
Valley View
Early College Campus
3000 E. Dicker Road
Hidalgo, Texas 78557
Exhibit Viewing Period:
5:30 pm to 6:00 pm
Presentation: 6:00 pm

Currently, the section of McColl Road to be improved consists of either a caliche or dirt roadway. The caliche road is approximately 20-foot-wide and is within existing 80-foot-wide right-of-way (ROW) from Dicker Road to Thomas Road and existing 40-foot-wide

the project. Verbal or written comments may be presented at the public hearing. For additional information on the project, please call Griselda Saldivar, P.E. at the Pharr District Office at (956) 702-6193. Spanish translations will be available at the public hearing. Persons interested in attending the hearing and having questions regarding special communication or accommodation needs may call Robin Gelston at (956) 702-6130 at least five days prior to the public hearing.

AVISO DE AUDIENCIA PÚBLICA
McColl Road

El Departamento de Transportación de Texas en el distrito de Pharr (TXDOT por sus siglas en inglés), en cooperación con el Condado de Hidalgo y la Administración Federal de Carreteras (FHWA por sus siglas en inglés), convocará una AUDIENCIA PÚBLICA para discutir el propuesto proyecto de la calle McColl en el Condado de Hidalgo desde la calle Dicker al norte hasta Orangewood Drive. Este proyecto es de aproximadamente 2.5 millas de largo. Esta audiencia permitirá al público tener la oportunidad para ver los detalles del proyecto y proveer comentarios. Los detalles de la audiencia son:

El Derecho de Vía propuesto, desde el sur de la calle Orangewood Drive hasta la calle Orangewood Drive, sera de 80 pies de ancho.

Aproximadamente 33.244 acres adicionales de Derecho de Vía seran requeridos para este proyecto. No sera necesario reubicar ni desplazar a nadie. El Acto de Adquisición de la Ayuda Uniforme de la Relocalización y la Adquisición de Bienes (The Uniform Relocation Assistance and Real Property Acquisition Act) de 1970 sera seguido en la adquisición del Derecho de Vía requerido. Aproximadamente una milla del área del propuesto proyecto está ubicado dentro del canal de desagüe de la Comisión Internacional de Límites y Agua y esta dentro del terreno del área de inundación de 100 años. La calle propuesta estara diseñada para tener el mínimo impacto en el terreno de inundación.

Bajo la Sección 4(f) del Acto del Departamento de Transportación de 1966, proyectos que usan terrenos de parques públicos, áreas de recreación, refugios de fauna y aves acuáticas, o sitios históricos (públicos o privados), tendrán que ser uso ni deteriorara substancialmente ningún parque público, área de recreación, o refugios de fauna y aves evaluados por el impacto potencial. El

SALE

THE MONITOR
1400 E NOLANA
MCALLEN, TX 78504
TID: 00000957882

TIME: 09:45 AM DATE: 10/01/10

MERCHANT #: 674200337998
VISA
VS xxxxxxxxxxx1889 (KEYED)
INVOICE: 0000089006

SALES TAX: <NONE>
APPROVAL CODE: 067347
SEQ: 005
AVS: NN

TOTAL AMOUNT $3795.20

CUSTOMER COPY

40012576

R. Gutierrez Engineering Corporation

January 20, 2011

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
300 W. Hall Acres
Suite G
Pharr, TX 78577

RE: McColl Road II (Dicker to Orangewood) – Invoice
ENG03.024b

Dear Commissioner Palacios:

I am submitting an invoice for the above referenced project. The invoice is for reimbursement of the expense incurred for advertising the Public Hearing in The Monitor. Attached is a copy of the Notice of Public Hearing, Publisher's Affidavit, and Receipt of Payment.

If you have any questions, please call Ramiro or myself so that we may discuss them. You can call us at 956-782-2557 or Ramiro on his mobile at 956-227-2154.

Sincerely,

Jaime Jaimez, Jr.
Accounting Manager

Attachments

cc: File

130 East Park – Pharr, TX 78577 – Telephone: 956-782-2557 – Fax: 956-782-2558 – E-mail: jaime@rgutierrezengineering.com

R. Gutierrez Engineering Corporation

Transmittal Form

TO: Commissioner Palacios
Hidalgo County Precinct No. 2
300 W. Hall Acres, Suite G
Pharr, TX 78577

FROM: Jaime Jaimez, Jr.
SUBJECT: McColl Road II
PROJECT NO.: ENG03.024b
DATE: January 20, 2011

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	X OTHER: INVOICE
___ BID TABULATION	___ CONTRACT DOCUMENTS	___ RECORD DRAWINGS	___ 3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1	1/20/2011	Cover Letter
1	1/20/2011	Invoice No. 2936
1	-	Copy of Notice of Public Hearing
1	-	Copy of Publisher's Affidavit
1	-	Copy of Receipt of Payment

THESE ARE TRANSMITTED AS CHECKED BELOW:

___ FOR BIDS DUE	___ APPROVED AS NOTED	___ FOR YOUR RECORDS
___ FOR APPROVAL	___ APPROVED AS SUBMITTED	___ FOR YOUR ACKNOWLEDGEMENT
___ FOR YOUR USE	___ RETURN FOR CORRECTIONS	___ RESUBMIT FOR APPORVAL
___ AS REQUESTED	X FOR FURTHER PROCESSING	___ ON LOAN
___ FOR REVIEW AND COMMENT	___ FOR SIGNATURE	___ OTHER

COMMENTS:

RECEIVED
JAN 20 2011

Copy Distribution: file

Received by:

130 East Park Ave. - Pharr, TX 78577 - Tel: 956 - 782 - 2557 - Fax: 956 - 782 - 2558 - Email: jaime@rgutierrezengineering.com

Davila & Associates, Inc.
4900 North 23rd Street
McAllen, TX 78504
USA
Voice: (956) 630-1995
Fax: (956) 682-1739
Email: info@translateservices.com

INVOICE

Invoice Number:
24407

Invoice Date:
Nov 15, 2010

Sold To: Hidalgo County Pct 2
Hector "Tito" Palacios
300 W. Hall Acres
Pharr, TX 78577

Please pay within 14 days. A 1.5% late charge will be applied to overdue amounts. Print Customer ID number on check. Thank you.

Customer ID	Customer PO	Payment Terms
2628		Payment due upon receipt.

Quantity	Description	Unit Price	Amount
	Interpreting Services Rendered - November 4, 2010		
	Valley View Early College Campus		
2.00	Hour Minimum Charge, 5:30 p.m. - 6:30 p.m.	100.00	200.00

INVOICE RECEIVED BY:
Jeanette Bello ON 11/20/11
GOODS/SERVICES RECEIVED BY:
Hector Palacios ON 11/15/10

Federal Tax ID#: 74-2931630

Subtotal	200.00
Sales Tax	
Total Invoice Amount	200.00
Payment/Credit Applied	
TOTAL	200.00

Check/Credit Memo

We greatly appreciate doing business with you, our most valued customer!
Please visit our website at www.translateservices.com

SPECIAL SERVICE	Basis of Compensation
1. Actual performance of test borings and other foundation investigations and related analysis, and detailed mill shop and/or laboratory inspection of materials and equipment.	(1) Furnished directly by Owner or (2) By Engineer at salary cost plus 10% and reimbursement for direct non-labor expense and subcontract expense at invoice cost plus a 10% service charge.
2. Services of resident engineer or inspector if required by Owner.	Owner will employ the resident engineer or inspector and directly pay all costs such as salary and other related expenses to any such person or persons employed by owner in such capacity.
3. Additional copies of reports and additional blue print copies of drawings and specifications over 5.	Salary cost plus 10% and reimbursement for direct non-labor expense and subcontract expense at invoice cost.
4. Extra travel required of the Engineer and authorized by the Owner to points outside of Hidalgo County other than from Engineer's office to and in between the Project Location.	At rates authorized by Hidalgo County for its County Officials.
5. Assistance to the Owner as expert witness in any litigation with third parties, arising from the development or construction of the Project.	At rates authorized by Hidalgo County for its County Officials.
6. Investigations involving detailed consideration of operation, maintenance and overhead expenses; and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements, feasibility studies, appraisals, valuations, and material audits or inventories required for certification of force account construction performed by Engineer.	Salary cost plus 10% and reimbursement for direct non-labor expense and subcontract expense at invoice cost.
7. Right-of-Way title research, mapping and surveying for Right-of-Way acquisition, preparation of field notes for Right-of-Way acquisition.	(1) Furnished directly by Owner or (2) By Engineer at salary cost plus 10% and reimbursement for direct non-labor expense and subcontract expense at invoice cost plus a 10% service charge.
8. Investigations involving detailed environmental studies for obtaining permit from various governmental agencies as may be required to approve project.	By Engineer at negotiated fee or subcontract expense plus 10% service charge.
9. Preparation of subdivision plat, application, conceptual utility plan, drainage report and attending meetings as necessary to obtain preliminary and final plat approval. Preparation of construction documents for public improvements that may be needed for obtaining subdivision plat approval.	By Engineer at negotiated fee or subcontract expense plus 10% service charge.
10. Construction staking for projects not developed under this contract.	Salary cost plus 10% and reimbursement for direct non-labor expense and subcontract expense at invoice cost.

AI-25083 **23.B.2.**

Requesting Payment for the Recording of the Pct 2 Office Complex Subdivision

CC REGULAR

Date:	02/01/2011
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 2

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of request for payment for the required fees to record subdivision for the Precinct No. 2 Office Complex Subdivision for the following fees:

a. $96.00- County Clerk #3;
b. $250.00- Hidalgo County Drainage District #4;
c. $1,505.00 (Sub. Water Fee)-City of Pharr #5a;
d. $1,128.75 (Sub. Sewer Fee)-City of Pharr #5b;
e. $4,378.21 (3% for Inspection Fee)-City of Pharr #5d;
f. $4,378.21 (3% for Testing Fee)- City of Pharr #5e

as presented by and through R. Gutierrez Engineering Corporation, project engineer for “Precinct No. 2 Office Complex," with authority for Auditor to complete processing procedure and County Treasurer to issue checks to comply with the City of Pharr requirements.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 1 **ACCT. #:** 0-133X-4XX-XX-122-0XX-0-7XX

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

BUDGETARY IMPACT:

please see attached expenditure summary for available balances pending carryover to 2011.

Attachments

Link: Memo

Link: Backup

Link: exp summ

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/28/2011 03:58 PM	APRV
2	Budget & Management	Erika Zamora	01/28/2011 04:15 PM	APRV
3	Roland Garcia	Rolando Garcia	01/28/2011 05:03 PM	APRV
4	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Rocio Villarreal Started On: 01/28/2011 03:09 PM

Final Approval Date: 01/28/2011

City of Pharr - On the Rise!

Planning & Zoning

HERIBERTO MARTINEZ, SUBDIVISION COORDINATOR
956-702-5355 EXT.155 Office ---------- 956-702-5369 Fax

MEMORANDUM

To: Ramiro Gutierrez, P.E.

From: Heriberto Martinez

Subject: Precinct No. 2 Office Complex Subdivision

Date: 12-16-09

Regarding the above mention subdivision the following items need to be submitted for payment and recordation of subdivision. Please proceed with the payment of the required fees. **(REVISED FEES)**

RECORDING PHASE

1. Tax Statements originals
2. Petition for Exclusion (Hidalgo Irrigation Dist.)
3. Checks payable to County Clerk ($96.00 full size or $53.50 18x24)
4. Check payable Hidalgo County Drainage District ($250.00)
5. Checks payable to the City:
   a. Sub. Water fee ($100/ac(15.05ac.))- $ 1,505.00
   b. Sub. Sewer fee ($75/ac(15.05ac.))- $ 1,128.75
   c. Street signs ($175.00/sign(0)) - $ 0.00
   d. 3% for inspection fee (Total from cost estimate)- $ 4,378.21
   e. 3% for testing fee (Total from cost estimate) - $ 4,378.21
   ~~f. Escrow street paving for W. Hall Acres Rd. - $ 39,305.65~~
   g. F.H. Blue Reflectors ($25.00), and F.H. rings($25.00) (6) fee- $ 300.00
6. 1 Original Mylar

If you have any questions please give me a call.

Thank You

Heribertro Martinez
Subdivision Coordinator

fnlo

CC: Fred Sandoval, City Manager
Javier Rodriguez, Director, Planning and Zoning
Eddie Saenz, City Engineer
Edward Wylie, Asst. Director Planning and Zoning
Hector "Tito" Palacios, Commissioner Precinct No.2

From:	yoli
To:	rocio.villarreal@co.hidalgo.tx.us
Cc:	"Rolando Garcia"; jaime@rgutierrezengineering.com
Subject:	FW: Pct. 2 Office Complex Subdivision
Date:	Friday, January 28, 2011 10:54:43 AM
Attachments:	20101123145453158.pdf

Rocio,

Is there a way this can be placed on CC to get these fees paid.
If you need anything from me, please call me.

Thank you,

Yoli M. Cisneros
Administrative Assistant II
Hidalgo County Precinct No.2
300 West Hall Acres
Suite G
Pharr, Texas 78589
(956) 787-1891 / (956) 292-7000 Ext. 2002
Fax: (956) 787-4683

-----Original Message-----
From: Jaime Jaimez [mailto:jaime@rgutierrezengineering.com]
Sent: Thursday, January 27, 2011 4:41 PM
To: 'yoli'
Cc: 'Art Garcia'
Subject: Pct. 2 Office Complex Subdivision

Yoli,

I have spoken to Heriberto Martinez with the City of Pharr regarding the fees for the recording of the subdivision plat for the above referenced project. He informed me that he has not collected any of the fees highlighted on the attached document. I need you to process checks for the fees on the attached list as soon as possible.

In addition to the fees highlighted on the attachment, a tax certificate is required from Hidalgo County Irrigation District No. 2. They charge a fee of $10 for the tax certificate. I can help out with this if you provide me the check made out to HCID#2 in the amount of $10. I have already obtained the tax certificate from Hidalgo County for this project. Please let me know if you have any questions.

Thank you,

Jaime Jaimez, Jr.
Personnel/Accounting Manager
R. Gutierrez Engineering Corporation
130 E. Park Ave.
Pharr, TX 78577
Tel: 956.782.2557
Fax: 956.782.2558
Email: jaime@rgutierrezengineering.com

This email and any files transmitted with it contain(s) information belonging to the office of R. Gutierrez Engineering Corporation which is confidential and/or legally privileged. This information is intended only for the individual or entity to whom this email is addressed. If you are not the named recipient(s), you are hereby notified that any disclosure, copying, distributing or taking of this information for any use whatsoever is strictly prohibited. If you receive this message in error, please notify the sender at (956)782-2557 or by email at office@rgutierrezengineering.com and delete this message immediately from your computer. Thank you...

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1334 CERT OF OBLIG,SERIES 2004							
0-1334-415-15-122-042-0-720	CO,2004-PCT2-TAX OFFICE-BUILDINGS	269,587.27	12,790.59	246,667.22	246,667.22	10,129.46	96.24
0-1334-415-15-122-042-0-739	CO,2004-PCT2-TAX OFFICE-OTHER STRUCTURES	269,509.00	18,960.25	206,438.50	206,438.50	44,110.25	83.63
0-1334-431-00-122-021-0-719	CO,2004-PCT2-LAND	10,600.00	10,600.00	.00	.00	.00	100.00
0-1334-431-00-122-021-0-720	CO,2004-PCT2-BUILDINGS	756,281.05	6,904.29	462,840.26	462,840.26	286,536.50	62.11
0-1334-431-00-122-021-0-739	CO,2004-PCT2-OTHER STRUCTURES	269,509.00	18,960.25	213,398.50	213,398.50	37,150.25	86.22
0-1334-441-00-122-041-0-720	CO,2004-PCT2-WIC/HHS-BUILDINGS	1,354,330.15	24,511.76	1,312,085.17	1,312,085.17	17,733.22	98.69
0-1334-441-00-122-041-0-739	CO,2004-PCT2-WIC/HHS-OTHER STRUCTURES	269,509.00	18,960.25	206,438.50	206,438.50	44,110.25	83.63
1334 CERT OF OBLIG,SERIES 2004		**3,199,325.47**	**111,687.39**	**2,647,868.15**	**2,647,868.15**	**439,769.93**	**86.25**
1336 CERT OF OBLIG,SERIES 2006							
0-1336-412-00-122-043-0-720	CO,2006-PCT2-JP/CONSTABLES-BUILDINGS	1,062,955.89	15,673.94	973,553.06	973,553.06	73,728.89	93.06
0-1336-412-00-122-043-0-739	CO,2006-PCT2-JP/CONSTABLES-OTHER STRUCTU	269,508.00	18,960.25	206,436.50	206,436.50	44,111.25	83.63
1336 CERT OF OBLIG,SERIES 2006		**1,332,463.89**	**34,634.19**	**1,179,989.56**	**1,179,989.56**	**117,840.14**	**91.16**
0 YEAR 0		**4,531,789.36**	**146,321.58**	**3,827,857.71**	**3,827,857.71**	**557,610.07**	**87.70**

AI-25004 **23.C.1.**

Construction Material Testing Services (On an as Needed Basis)
CC REGULAR

Date:	02/01/2011
Submitted By:	Nielda Cavazos, PURCHASING DEPT.
Submitted For:	Nielda Cavazos
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 4

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 engineers for Construction Material Testing Services required for Projects (On an as needed basis) for Precinct No. 4 Projects.

Evaluators	L&G Engineers Laboratory, LLC	Millenium Engineers Services	Terracon Engineers
Evaluator 1	98	95	93
Evaluator 2	97	93	90
Average	195	188	183
Scores	97.50	94	91.50
Ranking			

c. Authority for the Purchasing Department to negotiate a professional service contract with No. 1 ranked firm of _____for the provision of Construction Materials Testing Services for Precinct No. 4 Projects.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-124-007-0-731

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

BUDGETARY IMPACT:

Available balance as of 1-28-11 $206,622.31
On an "as needed basis"

Attachments

Link: Grid

Link: Grid

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	01/28/2011 03:20 PM	APRV
2	Budget & Management	Erika Zamora	01/28/2011 03:23 PM	APRV
3	Manuel Chapa	Manuel Chapa	01/28/2011 04:30 PM	APRV
4	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Nielda Cavazos

Started On: 01/26/2011 09:06 AM

Final Approval Date: 01/28/2011

MEMORANDUM
(THOROUGH REVIEW RECOMMENDED/REQUIRED)

TO: Mr. Joseph Palacios, Commissioner
Hidalgo County Commissioners Precinct No. 4

ATTN: Marcos Lopez, Director of Road and Bridge

FROM: Martha L. Salazar, CCPB-Hidalgo County Purchasing Agent
Nielda Cavazos, Hidalgo County Purchasing Department, Administrative Assistant

DATE: January 21, 2011

SUBJECT: SOQ –Selection of Construction Material Testing Services

Attached you will find Statements of Qualifications as per your request for grading, scoring and evaluating Statements of Qualifications from Hidalgo County's approved "Pool" of Construction Material Testing Services.

Enclosed for your grading, scoring and evaluation task are the following firms as per your request dated January 21, 2011. We ask that the firms you have nominated provide the type of engineering services you require for the project. The "Pool" list specifically identifies the area of engineering services as identified in the submitted Statements of Qualifications.

1) A complete Statements of Qualifications packet for Engineering Services for
- a) Terracon
- b) Millennium Engineers Group
- c) L & G Engineering Laboratory, LLC

All approved through Hidalgo County's Pool of Professional Engineering. **We recommend that a close review of the SOQ Packet be made so as to completely familiarize yourselves with the firms qualifications contained in the SOQ's. Scoring Sheets for each SOQ are provided. Please make any notations necessary to document your scores**

2) Upon scoring the engineering firms, please submit your scoring sheets to the Purchasing Department along with **All Statements of Qualifications Packets must be returned to the Purchasing Department after completing the evaluations**. The information contained in the Statements of Qualifications is confidential and may not be reproduced or provided to any other third parties. Thereafter, the Purchasing Department will proceed to place on Commissioners' Court agenda for action.

Thank you for your cooperation in this important matter. If you have any questions or require additional information, contact Martha L. Salazar or Nielda Cavazos at (956) 292-7000, ext 4853 respectively.

Enclosures

ACKNOWLEDGEMENT OF RECIEPT OF MEMO AND SOQ PACKET
Remit to: Martha L. Salazar or Nielda Cavazos- Hidalgo County Purchasing Department

Received by _____ Print Name/Title _____ Date _____

HIDALGO COUNTY PRECINCT NO 4

FOR

Construction Material Testing

Scoring & Evaluation GRID

Engineering Services

Total Scores	Millennium Engineering Services	Terracon Engineers	L&G Engineers
Evaluator 1	95	93	98
Evaluator 2	93	90	97
Scores	188	183	195
Average	94	91.50	97.50
RANKING			

*Scoring & Evaluation was completed by Pct No 4 and Purchasing *

AI-25049 **23.C.2.**

Pct 4-Approval of Professional Appraisal Services Agreement-Leonel Garza Jr & Associates

CC REGULAR

Date:	02/01/2011
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 4

Information

CAPTION

Requesting approval of a professional appraisal services agreement (approved as to form by legal counsel) with LEONEL GARZA, JR. & ASSOCIATES, LLC for the purposes of appraisal services for: The Fair Market Value Appraisals in connection with the Acquisition of Land, Rights of Way, Easements, Condemnations and Disposition of County owned Property located within Hidalgo County Precinct No. 4" (on an as needed basis) and (as selected for negotiations through County's protocol from the "POOL" of Appraisers by C.C. on 12/21/10).

BACKGROUND

Contract Document C-10-405-02-01-Leonel Garza Jr & Associates LLC (approved as to form)

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-124-007-731/711

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

BUDGETARY IMPACT:

Available balance as of 1-28-11 $206,622.31
On an "as needed basis"

Attachments

Link: Contract Document-C-10-405-02-01-Leonel Garza Jr & Assoc-Pct 4

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/28/2011 03:53 PM	APRV
2	Budget & Management	Erika Zamora	01/28/2011 03:54 PM	APRV
3	Manuel Chapa	Manuel Chapa	01/28/2011 04:34 PM	APRV
4	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Letty Saenz — Started On: 01/27/2011 08:15 AM

Final Approval Date: 01/28/2011

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES CONTRACT
C-10-405-02-01

THIS AGREEMENT is made effective the 1st day of **February, 2011**, by and between the **County of Hidalgo, Texas** ("County") and **Leonel Garza, Jr. & Associates, LLC** ("Appraiser").

W I T N E S S E T H:

WHEREAS, the County requires appraisal services for: ***The Fair Market Value Appraisals in connection with the Acquisition of Land, Rights of Way, Easements, Condemnations and Disposition of County owned Property located*** within ***Hidalgo County Precinct No. 4***; and

WHEREAS, the County of Hidalgo solicited Request for Qualifications (RFQ) for the development and establishment of a yearly pool for "Professional Appraisal Services", and

WHEREAS, from which "Professional Appraiser" has been selected from the "Pool" of pre-qualified Appraisers from response to the Request for Qualifications (RFQ), and

WHEREAS, County has determined that the services of "Professional Appraiser" are sometimes necessary to carry out the required appraisal activities; and

WHEREAS, pursuant to Texas Government Code Section 2254.002, "The Professional Services Procurement Act," Government Code, the County requested proposals from professional right-of-way appraiser to assist the County by providing appraisal services; and

WHEREAS, County has selected the Appraiser to provide the review appraisal services within Hidalgo County Precinct No. 4, in accordance to Exhibit "A-1", Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Appraisers.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Appraiser do mutually agree as follows:

1. **Scope of Services.** Appraiser agrees to provide to County ***The Fair Market Value Appraisals in connection with the Acquisition of Land, Rights of Way, Easements, Condemnations and Disposition of County owned Property located*** within ***Hidalgo County Precinct No. 4*** as shown in Exhibit "A" attached hereto and entitled "Services to be Provided by the Appraiser." ***In the event the Appraiser does not provide the fair market value appraisal prior to the date specified on the purchase order, the Purchase Order will become NULL and VOID. If such Purchase Order becomes NULL and VOID and a fair market value appraisal is secured from another firm, Appraiser will be responsible for any additional charges or expenses incurred by Hidalgo County.***

Further, in the event that it is demonstrated by Appraiser that Hidalgo County has caused or delayed thus preventing the Appraiser from meeting the specified agreed upon deadline to provide the fair market value appraisal ordered, Appraiser must advise in written notice to the Purchasing Department to authorize and to secure additional time to comply.

2. **Non-Exclusive Services of Appraiser.** Hidalgo County reserves the right to request these services from other sources other than the Appraiser and shall not be in violation of any terms or conditions of this Agreement.

3. **Term.** This Contract 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 Appraiser will not begin work or incur costs until authorized in writing by the County for each purchase order.

4. **Compensation.** As consideration for rendering the Services provided for in this Contract, the County agrees to pay the Appraiser the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Appraiser. The Appraiser is authorized to submit periodic requests for payment within thirty days after completion of each purchase order. 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 of said services in the customary manner provided for payments utilized by Hidalgo

County, Texas. Appraiser agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures. All payments to Appraiser shall be mailed to the address shown in numbered paragraph 21, hereof.

5. Progress. Upon acceptance of a purchase order, the Appraiser shall undertake and complete the authorized work. The County or the Appraiser can request conferences to be provided at the Appraiser's office, the office of the County, or at other agreed upon locations.

6. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Appraiser, or a subcontractor, the Appraiser 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 the work.

7. Amendments. If it becomes necessary at any time during the contract period to change the scope of work, the contract period, the maximum amount payable, the complexity, or the character of this contract, an amendment must be prepared and executed within the contract period. The County retains the right to reject any such amendment proposed by the Appraiser unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the contract period as specified.

If the County finds it necessary to require changes in completed work because of errors made by the Appraiser, the County shall require the Appraiser to correct the work at no cost to the County and without amendment to the contract. If the changes are made at the request of the County and are not due to errors of the Appraiser, the County will reimburse the Appraiser for the additional work at the same rate of pay established in Exhibit "B," "Basis for Payment." If payment for the additional work will cause the maximum amount payable to be exceeded, an amendment shall be executed in accordance with the terms of this provision.

8. **Reporting**. The Appraiser shall promptly advise the County in writing of events which have a significant impact upon the contract, including:

1. 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.

2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

9. **Ownership of Documents.** Upon completion or termination of this contract, all documents prepared by the Appraiser or furnished to the Appraiser by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, upon request, to the County without restriction or limitation on their further use. The Appraiser may, at its own expense, have copies made of the documents or any other data furnished the County under this contract.

10. **Independent Contractor.** Appraiser 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 Appraiser under this Contract. Notwithstanding the foregoing sentence, Appraiser 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. Appraiser agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. **Voluntary Termination.** County may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

12. **Insurance.** Appraiser 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 department a certificate of insurance, Exhibit "C", issued by the insurer that such insurance is in full force and effect.

13. No Assignment. Except as otherwise herein provided, Appraiser, may not assign the obligations or rights under this contract to any person without the prior written consent of County.

14. Conflict. Nothing in this Contract 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 Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

15. No Waiver. No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

16. Entire Agreement. This Contract 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 Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Appraiser, and not otherwise.

17. Venue. This Contract 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.

18. Hold Harmless. In the event Appraiser 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, Appraiser shall hold harmless and indemnify County from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Appraiser's intentional actions or negligence. This indemnification clause shall survive this Contract and be enforceable as a separate

agreement in the event its survival and enforcement becomes necessary.

19. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Contract, 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.

20. Notices. Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County:	County of Hidalgo Attention: County Judge 100 E. Cano, 2nd Floor Edinburg, Texas 78539
If to Appraiser:	Leonel Garza, Jr.& Associates, LLC Attn: Leonel Garza, III, Co-Owner/Primary R.E.A. 1419 Dove, Suite 1 McAllen, Texas 78504

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

21. Execution 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 Contract.

22. Binding Contract. This Contract 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 contract.

23. Gender. All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

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

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS COURT ON _____, 2011.

APPROVED AS TO FORM:
Atlas & Hall, LLP

By:_____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO, TEXAS

By:_____
Ramon Garcia, County Judge

APPRAISER:
Leonel Garza, Jr. & Associates, LLC

By:_____

Printed Name: Leonel Garza, III

Title: Co-Owner/Primary R.E.A.

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

EXHIBIT "A-1"

REQUEST FOR QUALIFICATIONS
(RFQ) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
"Real Estate Appraisers -Pool"
RFQ No: 2010-012-01-13-otm

1. **Request for Qualifications Letter, consisting of 1 page.**

2. **Request for Qualifications, Legal Notice, consisting of 7 pages.**
   ***** (Page 8 must be submitted with response)***

3. **Exhibit "A", Requirements, 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", CIQ Conflict of Interest Questionnaire, consisting of 1 page.**
   ***** (Copy of receipt and this form must be submitted with response.)***

7. **Exhibit "E", Proposer's Affidavit, consisting of 1 page.**
   ***** (Must be submitted with response)***

8. **Vendor/Bidder Application and W-9 form consisting of 6 pages.**
   ***** (Must be submitted with response)***

9. **Certification Regarding Debarment, consisting of 1 page.**
   ***** (Must be submitted with response)***

10. Documentation required on Bldg., Road & Bridge Construction Projects, Attachment "A", consisting of 1 page.

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

December 21, 2009
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 - **"Real Estate Appraisers-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2010-012-01-13-otm

Dear Respondents:

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/otm

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

RFQ No: 2010-012-01-13-otm	Buyer: Olga T. Montero	Tel. No: (956) 292-7000 ext. 4859

REQUEST FOR QUALIFICATIONS

Hidalgo County
REAL ESTATE APPRAISERS - POOL
(Including all funding sources, Programs, and Entities)

JANUARY 13, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2626

Form HCPD-04

1. **Sealed Statements of Qualifications** will be received for **"Real Estate Appraisers - Pool-Hidalgo County"(including all funding sources, Programs, and Entities)**, in accordance with the requirements attached hereto as Exhibit "A." RFQs should address all requirements set forth. Vendors 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 RFQ.

2. One (1) original and seven (7) copies of RFQs are required, with vendor'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 No. 2010-012-01-13-otm "Real Estate Appraisers Pool–Hidalgo County"** and in County's Purchasing Department, **physical address**: 2802 S. Business Hwy. 281; **mailing address**: 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 AM, Wednesday, January 13, 2010. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFQ 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 RFQ.** Hidalgo County reserves the right to refuse and reject any/all RFQs and to waive any/all formalities or technicalities, or to accept the RFQ considered the best and most advantageous to Hidalgo County. **WRITTEN QUESTIONS WILL BE ACCEPTED via facsimile to (956)292-7612 or via e-mail to olga.montero@co.hidalgo.tx.us BY NO LATER THAN Monday, January 4th, 2010** at 5:00 p.m. Responses will be sent to all applicants by **Wednesday, January 6th, 2010. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal. The award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of 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 vendor, or to reject all RFQs and re-advertise.

5. For work to be performed at a County-owned or operated location, each vendor shall, in its sole discretion, visit the job site before preparing the RFQ and thoroughly familiarize himself/herself with existing conditions. Vendor should take field dimensions and note all circumstances which affect the RFQ.

6. No RFQ may be withdrawn within ninety (90) days from the scheduled time to accept RFQs.

7. Any interpretations, amendments, corrections or changes to this RFQ 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. Vendors shall acknowledge receipt of all addenda as a part of their RFQ.

8. County reserves the right to accept or reject any or all RFQs.

9. Costs are to be net F.O.B. destination, County Prepaid.

10. County is exempt from Federal Excise Tax, State Tax and Local Tax. Tax exemption certificates will be furnished upon request.

11. 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 proposal 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.

12. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

13. DELIVERY INSTRUCTIONS (for applicable goods and/or services):

- 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

14. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful vendor
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"Real Estate Appraisers Pool-Hidalgo County"**
  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
Ray Eufracio, County Auditor
2802 S. Business Hwy. 281
Edinburg, TX 78539
(956) 318-2511

15. Schedule of Events

RFQ Acceptance, 9:30 A.M.	**January 13, 2010**
Award of Contract	, 2010
Commence Work or Deliver Products	, 2010

16. ~~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 participating firms 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 proposal, 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.~~

17. 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 therefor 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.

18. 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 participant 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 REPONSIBILITY OF THE PROSPECTIVE PARTICIPANT.

19. If, during the life of any contract or proposal 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.

20. Proposals, 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.

21. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
- 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.

22. 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.

23. 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.

24. 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.

25. 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 proposal 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.

26. 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.

27. 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.

28. 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.

29. Proposers shall provide with the proposal 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.

30. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non-conforming.

Request for Qualifications
Real Estate Appraisers Pool-Hidalgo County
(Including all funding sources, Programs, and Entities)
RFQ No: 2010-012-01-13-otm

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
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 participating firm proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned participant further agrees, upon acceptance of its proposal, 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.

Participant acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County reserves the right to reject any or all RFQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Participant agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting RFQs, as contained in the Requirements.

Respectfully submitted,

Participant:_____

Address:_____

By:_____

Printed Name:_____

Title:_____

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Real Estate Appraisers (firms) in order to establish a pre-qualified pool 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 Real Estate Appraisers 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 **"Real Estate Appraisers Pool-Hidalgo County"** (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: 2010-012-01-13-otm

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/Packet 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)292-7612 or via e-mail to olga.montero@co.hidalgo.tx.us BY NO LATER THAN Monday, January 4th, 2009 at 5:00 p.m. Responses will be sent to all applicants by Wednesday, January 6th, 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 D) 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: It 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 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 Appraisal firm(s), registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

A. **Scope of Appraisal and/or Review Appraisal Services:**

1. Property appraisals will be based on "Fair Market Value" unless otherwise specified or requested. Two copies of the appraisal report shall be bound, clearly labeled and signed by the primary certified appraiser and any other certified appraiser and /or licensed trainee which aided in the process. Four additional copies will be furnished.

2. All photographs used within the report must be originals. No digital photos shall be used for subject property. Digital photos shall only be used comparable sales. All adjustments to any comparable sales must be clearly explained in a narrative format. All comparable sales must be with a two year time frame. If any sales which have occurred prior to the two year limit, they just be clearly explained and added to the conventional three comparable sales typically used in the appraisal process.

3. Current location maps of the subject property including, area regional, plat and flood maps must be included and clearly labeled for the subject property.

4. All reports shall be a "Self Contained Narrative Report" unless otherwise requested and shall follow the 2009 or most current Uniform Standard of Professional Appraisal Practice (USPAP) rules and regulations. Each appraisal report must be physically inspected, photographed, and personally signed by the primary-general certified appraiser of the firm. Appraiser trainees may aid in the collection of the information, however, all analysis and conclusion must be performed by the primary - general certified appraiser.

5. Appraisal reports are due within four weeks of request (20 business days) and receipt of a fully executed purchase order.

Additionally, this section should include, but not restricted to the following information:

A. Firm name, address, phone number and person to contact regarding the Statement of Qualification.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:

   1. Copy of current license certification with the state seal
   2. History certification from the Texas Appraiser Licensing & Certification Board.
   3. General list of property types appraised within the past year.

C. List of State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Familiarity with the geographical area.

F. Statement regarding an Affirmative Action Program.

G. Minimum of $1,000,000.00 Professional liability, errors and omissions, insurance.

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 and assurance as required by FEDERAL HIGHWAY ADMINISTRATION, the STATE OF TEXAS, HIDALGO COUNTY, LOCAL MUNICIPALITIES, etc. The Appraisers should include copies of their Professional Liability Insurance.

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 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."

The respondent's Statement of Qualifications will be evaluated based on the criteria presented below.

1. Responsiveness: **30 points**

   A. Requested Information
   B. Thoroughness
   C. Understanding of Project
   D. List of references provided
   E. Clarity - Brevity
   F. Degree of Interest

2) Firm Capabilities: **45 points**

   A. Background
   B. Relevant experience
   C. Experience with similar projects
   D. Knowledge of area
   E. Timeliness of schedule
   F. Quality services previously provided to Hidalgo County
   G. Current workload
   H. Ability to commence various re-quested projects simultaneously
   I. Completion of projects within budgets

3. Staffing: **15 points**
   A. Required discipline skills
   B. Key personnel
   C. Qualifications of personnel

4. Equal Opportunity Employer **05 points**

5. Meets minimum Hidalgo County Insurance Requirements **05 points**

STATEMENT OF QUALIFICATIONS GRADING AND RANKING:

Once a Project has been identified and it is determined that Real Estate Appraiser 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 Real Estate Appraiser 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) a "scope of service" 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 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

The Submittal Envelope/Packet Must Show The RFQ Number, Participate Name And Opening Date.

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.

EVALUATION CRITERIA
EXHIBIT "B"
REAL ESTATE APPRAISERS-POOL
RFQ No. 2010-012-01-13-OTM

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. **RESPONSIVENESS** (30)

   A. Requested Information
   B. Thoroughness
   C. Understanding of Project
   D. List of references provided
   E. Clarity – Brevity
   F. Degree of Interest

2. **FIRM CAPABILITIES** (45)

   A. Background
   B. Relevant experience
   C. Experience with similar projects
   D. Knowledge of area
   E. Timeless of schedule
   F. Quality services previously provided to Hidalgo County
   G. Current workload
   H. Ability to commence various re-quested projects simultaneously
   I. Completion of projects within budgets

3. **STAFFING** (15)

   A. Required discipline skills
   B. Key personnel
   C. Qualifications of personnel

4. **EQUAL OPPORTUNITY EMPLOYER** (05)

5. **MEETS MINIMUM HIDALGO COUNTY INSURANCE REQUIREMENTS** (05)

GRAND TOTAL **100 Points**

EVALUATION CRITERIA
EXHIBIT "B"
REAL ESTATE APPRAISERS-POOL
RFQ No. 2010-012-01-13-OTM

Selection Criteria	Points	Score
1. RESPONSIVENESS (30 pts)		
➢ Requested information	5	
➢ Thoroughness	5	
➢ Understanding of Project	5	
➢ List of references provided	5	
➢ Clarity-Brevity	5	
➢ Degree if Interest	5	
Comments/Rationale For Points:		**TOTAL**
2. FIRM CAPABILITIES (45 pts)	5	
➢ Background		
➢ Relevant experience	5	
➢ Experience with similar projects	5	
➢ Knowledge of area	5	
➢ Timeliness of schedule	5	
➢ Quality services previously provided to Hidalgo County	5	
➢ Current workload	5	
➢ Ability to commence various re-quested projects simultaneously	5	
➢ Completion of projects within budgets	5	
Comments/Rationale For Points:		**TOTAL**
2. STAFFING (15 pts)	5	
➢ Required discipline skills		
➢ Key personnel	5	
➢ Qualification of personnel	5	
Comments/Rationale For Points:		**TOTAL**
4. EQUAL OPPORTUNITY EMPLOYER (05 pts)	5	
Comments/Rationale For Points:		**TOTAL**
5. MEETS MINIMUM HIDALGO COUNTY INSURANCE REQUIREMENTS (05 pts)	5	
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				
	AUTOMOBILE LIABILITY				
B					
	GARAGE LIABILITY				
	EXCESS LIABILITY				
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				
	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

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER

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
FOR "REAL ESTATE APPRAISERS"

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
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629, in person or regular mail to: 2802 South 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 • 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

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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 Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in 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, theory, 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 of cause or default.

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

HIDALGO COUNTY PURCHASING DEPARTMENT
ATTACHEMENT "A"
DOCUMENTATION REQUIRE ON BUILDING & ROAD & BRIDGE CONSTRUCTION PROJECTS

NOTE: All Payments require Commissioners' Court Approval and the Documentations Listed Below.

PROJECT IN PROCESS		DOCUMENT SOURCE	"X" Denotes Where Applicable		
Item #	Document Required for Payment		New Building	Building Renovations	Road Projects
1	Application & Certificate of Payment	Contractor/Architect	X	X	X
2	Schedule of Values	Contractor	X	X	X
3	List of Supplier and Sub-Contractors (as applicable)	Contractor	X	X	X
4	Partial Waiver of Liens (Sub-Contractors/Suppliers)	Contractor	X	X	
5	Progress Report of Project	Engineer	X	X	X
6	Copies of Permits (Building/Plumbing/Mechanical, etc)	Contractor	X	X	
7	Certificate of Liability Insurance	Contractor	X	X	X

For item #s 1-7, the architect and/or engineer is responsible for ensuring the performance of the work. The list of suppliers and waiver of liens is necessary that the County is not held liable for activities not under its control.

PROJECT IN PROCESS		DOCUMENT SOURCE	"X" Denotes Where Applicable		
Item #	Document Required for Payment		New Building	Building Renovations	Road Projects
8	Punch List	Architect	X	X	
9	Certificate of Partial Substantial Completion	Architect	X	X	X
10	Consent of Sureties*	Bonding Agent	X	X	X
11	Consent of Surety to Reduction In or Partial Release of Retainage* (Only required when a retainage will be reduced by a portion)	Bonding Agent	X	X	X

For Payment of retainage, the above items are required to confirm partial completion of work and compliance with the contract.
*Must be accompanied by a power of attorney.

PROJECT IN PROCESS		DOCUMENT SOURCE	"X" Denotes Where Applicable		
Item #	Document Required for Payment		New Building	Building Renovations	Road Projects
12	Certificate of Construction Completion	Architect	X	X	X
13	General Contractor Warranty	Contractor	X	X	X
14	Certificate of Occupancy	Architect	X	X	
15	*Contractor's Affidavits of Release of Liens	Bonding Agent	X	X	X
16	*Contractor's Affidavit of Payment of Debts and Claims	Bonding Agent	X	X	X
17	*Consent of Surety Company of Final Payment	Architect	X	X	X
18	Final Blue Prints	Architect	X	X	X
19	Manufacturer Warranties	Contractor	X	X	

These items are necessary before the County can assume ownership as well as for insurance and capitalization.
*Must be accompanied by a power of attorney.

EXHIBIT "A"

SERVICES TO BE PROVIDED BY APPRAISER

1419 Dove Avenue, Suite 1, McAllen, Texas 78504
Email Address: leonel3@garza-associates.com
Office (956) 687-7295 Fax (956) 687-9236

Leonel Garza Jr. & Associates LLC

Best & Final For Appraisal Services

To:	Hidalgo County Purchasing Department 2802 South Business Highway 281 Edinburg, Texas 78539	**From:**	Leonel Garza III
Fax:	(956) 318-2629	**Pages:**	2 Pages
Phone:	(956) 292-7000 ext 4861	**Date Submitted:**	January 7, 2011
Re:	**Appraisal Proposal – Precinct No. 4**	**CC:**	Leticia H. Saenz, CPPB / Contract Manager

Mrs. Saenz:
As per email from Leticia H. Saenz on January 6, 2011, our office is pleased to present our best and final offer proposal for appraising the various properties in connection with Acquisition of Land, Rights of Way, Easements, Condemnations and Disposition of County Owned Property located within Hidalgo County Precinct No. 4 (on an as needed basis) The appraisal reports shall be based on the Texas Department of Transportation & County of Hidalgo requirements as follows:

Appraisal Report Cost — **= $ 2,000.00 Per Parcel**

included Per Parcel:
(4) Original Appraisal Reports

Additional Original Reports — **$ 150.00 Per Original Copy**
This cost shall apply for additional original (color) copies required by the Hidalgo County Precinct #4 Department and or other County agencies involved in the project.

Updated/Revised Reports — **$ 1,000.00 Per Parcel**
This cost shall apply when a major change to the survey and or correction of the survey and or right-of-way map has been performed after the completion of the appraisal report. These revision cost shall be discussed with the Precinct prior to billing. Minor revisions to a parcel report will be billed on a case by case basis depending on complexity of the revision as determined by Leonel Garza Jr. & Associates LLC.

Condemnation Hearing Cost — **Hourly Rate = $ 150.00 Per Hour**
Hourly rate shall apply to any and all preparation time required for the condemnation hearing.

Appeals Court / Trial — **Hourly Rate = $ 250.00 Per Hour** ***(Plus Expenses)***
(Hourly rate shall apply to any and all preparation time, depositions, and consulting required for an appeal of a Condemnation Hearing to a bench or jury trial.)

January 7, 2011

The appraisal report is for the purpose of establishing the market value of the fee simple estate of the various properties within Hidalgo Precinct No. 4. An appraisal report, which details the scope of our analysis, assumptions & limiting conditions, and certification shall be included with each report adhering to the standards required by state law. I (Leonel Garza III) shall personally inspect each of the subject properties and study and analyze all factors pertinent to the estimate of market value as per date of appraisal. The report shall not reflect any loss or damage to business interest and or going concern to the subject property. A deadline will be established by the Hidalgo County Right of Way Department as outlined within the Purchase Order provided by the client. However, it is also acknowledge that additional time may be required for complex properties of which comparable sales are difficult to locate additional time may be required. This will be discussed with the Precinct and the Purchasing Department prior to acceptance of the request and or at the time of discovery of special circumstances.

Due to the urgency of the projects, the following items shall be required to expedite the project as soon as possible (if applicable):

1. Physical Address of the Subject Property or Directions
2. Access To Property
3. Legal Description and Metes & Bounds
4. Site Plan or Survey
5. Name of Current Owner or Entity Property Is Listed Under
6. Property Contact Person (To Make Inspection Arrangements)
7. Rent Rolls
8. Sales Contracts

If you have any questions about this report or if any item needs clarification please call (956) 687-7295 or via email leonel3@garza-associates.com. Please sign and fax back the first two pages of this report upon acceptance of this proposal. Thank you for the opportunity.



Leonel Garza III
State Certified Real Estate Appraiser
TX-1328375-General
Leonel Garza Jr. & Associates LLC

_____
(Please Sign Here Upon Acceptance)

_____
(Please Print Name)

_____
Date of Acceptance

EXHIBIT "B"

FEE SCHEDULE

1419 Dove Avenue, Suite 1, McAllen, Texas 78504
Email Address: leonel3@garza-associates.com
Office (956) 687-7295 Fax (956) 687-9236

Leonel Garza Jr. & Associates LLC

Best & Final For Appraisal Services

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Phone:	(956) 292-7000 ext 4861	**Date Submitted:**	January 7, 2011
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Appeals Court / Trial	**Hourly Rate = $ 250.00 Per Hour** ***(Plus Expenses)*** (Hourly rate shall apply to any and all preparation time, depositions, and consulting required for an appeal of a Condemnation Hearing to a bench or jury trial.)

January 7, 2011

The appraisal report is for the purpose of establishing the market value of the fee simple estate of the various properties within Hidalgo Precinct No. 4. An appraisal report, which details the scope of our analysis, assumptions & limiting conditions, and certification shall be included with each report adhering to the standards required by state law. I (Leonel Garza III) shall personally inspect each of the subject properties and study and analyze all factors pertinent to the estimate of market value as per date of appraisal. The report shall not reflect any loss or damage to business interest and or going concern to the subject property. A deadline will be established by the Hidalgo County Right of Way Department as outlined within the Purchase Order provided by the client. However, it is also acknowledge that additional time may be required for complex properties of which comparable sales are difficult to locate additional time may be required. This will be discussed with the Precinct and the Purchasing Department prior to acceptance of the request and or at the time of discovery of special circumstances.

Due to the urgency of the projects, the following items shall be required to expedite the project as soon as possible (if applicable):

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2. Access To Property
3. Legal Description and Metes & Bounds
4. Site Plan or Survey
5. Name of Current Owner or Entity Property Is Listed Under
6. Property Contact Person (To Make Inspection Arrangements)
7. Rent Rolls
8. Sales Contracts

If you have any questions about this report or if any item needs clarification please call (956) 687-7295 or via email leonel3@garza-associates.com. Please sign and fax back the first two pages of this report upon acceptance of this proposal. Thank you for the opportunity.

Leonel Garza III
State Certified Real Estate Appraiser
TX-1328375-General
Leonel Garza Jr. & Associates LLC

_____
(Please Sign Here Upon Acceptance)

_____
(Please Print Name)

_____
Date of Acceptance

EXHIBIT "C"

INSURANCE REQUIREMENTS

Client#: 6058 LEONGAR

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/19/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Texas, Inc. 1400 N McColl Rd Suite 105 P O Drawer 3785 McAllen, TX 78502	CONTACT NAME: PHONE (A/C, No, Ext): 956 682-9423 FAX (A/C, No): 956871286 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:
INSURED Leonel Garza Jr & Associates LLC 1419 Dove Suite #1 McAllen, TX 78504	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Sentinel Insurance Company INSURER B : Texas Mutual Insurance Company — 22945 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			65SBAZS5869	11/14/2010	11/14/2011	EACH OCCURRENCE	$1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$2,000,000
								$
	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							$
A	[ ] UMBRELLA LIAB [X] OCCUR			65SBAZS5869	11/14/2010	11/14/2011	EACH OCCURRENCE	$1,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$1,000,000
	[ ] DEDUCTIBLE							$
	[X] RETENTION $ 10000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			SBP0001219738	01/11/2011	01/11/2012	[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$500,000
A	Employment Practices Liab			65SBAZS5869	11/14/2010	11/14/2011	$10,000 per claim $10,000 Aggregates	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Hidalgo County Purchasing
2812 S. Business Hwy 281
Edinburg, TX 78539

CANCELLATION 10 Days for Non-Payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brian E Lewis

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The ACORD name and logo are registered marks of ACORD

JER

Commercial Certificate of Insurance

FARMERS

Agency Name & Address: TONY CONTRERAS INS.
4006 N 22ND ST
MCALLEN, TX 78504
956-686-6621

Issue Date (MM/DD/YY): 06/03/10

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 327

Insured Name & Address: LEONEL GARZA JR
LEONEL GARZA & ASSOC, LLC
MCALLEN TX 78504

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:

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	
		General Liability Commercial General Liability - Occurrence Version Contractual - Incidental Only Owners & Contractors Prot.				General Aggregate Products-Comp/OPS Aggregate Personal & Advertising Injury Each Occurrence Fire Damage (Any one fire) Medical Expense (Any one person)	$ $ $ $ $ $
A	X	Automobile Liability All Owned Commercial Autos Scheduled Autos Hired Autos Non-Owned Autos Garage Liability	075875472	02/16/10	02/16/11	Combined Single Limit Bodily Injury (Per person) Bodily Injury (Per accident) Property Damage Garage Aggregate	$ 500,000 $ $ $ 500,000 $
		Umbrella Liability				Limit	$
		Workers' Compensation and Employers' Liability				Statutory Each Accident Disease - Each Employee Disease - Policy Limit	 $ $ $

Description of Operations/Vehicles/Restrictions/Special Items:

05 GMC 1GTEC14X15Z191568
10 TOYOTA 5TFRM5F15AX011366

Certificate Holder

Name & Address: HIDLAGO COUNTY PURCHASING
2812 S. BUS HWY 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.

TONY CONTRERAS
Authorized Representative

Tony Contreras

58-2492 4-94

Copy Distribution: Service Center Copy and Agent's Copy

H01

(2)

AI-25058 **23.D.1.**

SPILLMAN DATA CONVERSION PURCHASE AGREEMENT
CC REGULAR

Date: 02/01/2011
Submitted By: Matilde Faz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Sheriff's Office

Information

CAPTION

Requesting approval to purchase Spillman Data Conversion through our membership/participation with Department of Information Resources and authority to execute required purchase agreement with Spillman Technologies, Inc. contract #DIR-SDD-1623 in the total amount of $35,029.00 through the following requisition #188366, effective upon approval (1-1228-421-00-280-006-0-336);

Description	Hours	Hourly Rate	Amount
Project Management	50	$128.31	$6416.00
Installation (includes analysis & build)	223	$128.31	$28,613.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1228-421-00-280-006-0-336
FUNDS AVAILABLE Y/N?: Yes LIT **MATCHING FUNDS Y/N?:** Yes

BUDGETARY IMPACT:

Funding pending LIT transfer approval (AI#25071 $36,000); requisition # 188366

Attachments

Link: Spillman Data Conversion Sheriff's Dept.

Link: Spillman Technologies Sheriff's Office

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/28/2011 03:45 PM	APRV
2	Budget & Management	Erika Zamora	01/28/2011 03:54 PM	APRV
3	Manuel Chapa	Manuel Chapa	01/28/2011 04:46 PM	APRV
4	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Matilde Faz Started On: 01/27/2011 03:06 PM

Final Approval Date: 01/28/2011

Hidalgo County Sheriff
Data Conversion Purchase Agreement

Quote Expiration Date January 31, 2011
Quote Number 2010-0344DC
Spillman DIR Contract # DIR-SDD-1623

services included

Data Conversion Includes:

- **Names Table** - full conversion with names data separated out into respective fields, this may be limited to only those names associated with either an incident or a booking and warrants.
- **Images**- mugshots/booking photo linked to the name
- **RMS Incident Data**- Each incident linked to a name will be created as a misc involvement. The involvement note will contain the incident case #, incident date, and the nature of the incident. The involvement will include the relationship to the person.
- **Warrant Data -** Warrants will be converted so that alerts for active warrants will function. Converted data will include the warrant person, warrant number, docket/court number (if separate), warrant date, nature and disposition.

package quote
$ 35,029

Description		MSRP	DIR Discount	Price
Project Management				
Hours	50			
Cost		$ 9,100	29.5%	$ 6,416
Installation (includes Analysis and Build)				
Hours	223			
Cost		$ 40,586	29.5%	$ 28,613
			Total Cost:	**$ 35,029**

Upon signature by Customer below, Customer agrees to purchase the licenses, products and/or services upon the terms as quoted in this document by Spillman, and this document shall constitute an addendum to the Purchase Agreement previously entered into between the Customer and Spillman. The terms and conditions of such Purchase Agreement, as well as the related License Agreement and Support Agreement, shall apply to the items quoted in this document.

Hidalgo County Sheriff
Customer's Name

By:
Authorized representative of Customer

Print Name and Title

Date

Standard payment terms include full-project invoicing upon document processing. Any non-standard payment terms must be included in writing above.Confidentail and proprietary information of Spillman Technologies, Inc. © 2010

4625 West Lake Park Blvd., Salt Lake City, UT 84120 phone 801.902.1200 fax 801.902.1210

Requisition

SHERIFF'S LAW ENFORMENT FACILITY

Req # 00188366
PO #
Date: 01/18/11

Regular
#25058
2/1/11

Bill To: x
x

Vendor : 385026
SPILLMAN TECHNOLOGIES, INC.
4625 W. LAKE PARK BLVD.
SALT LAKE CITY UT 84120
FAX (801)902-1210

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

Contact: T. CONTRERAS
956-393-6024

Contract No: DIR-SDD-1623
Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIR-SDD-1623		
		DO NOT DUPLICATE ORDER		
1.00		HIDALGO COUNTY SPILLMAN DATA CONVERSION PURCHASE AGREEMENT		.00
1.00	EACH	CO PROJECT MANAGEMENT 950 HOURS	6,416.00	6,416.00
1.00	EACH	CO INSTALLATION (INCLUDES ANALYSIS AND BUILD) (223 HOURS)	28,613.00	28,613.00
		Account No	Encumbrance	
		Line item transfer attached!		
			Freight	.00
			Total	35,029.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-25071 **4.0.**

Sheriff's Federal Sharing - U.S. Department of Treasury

CC CONSENT

Date: 02/08/2011
Submitted By: Rosie Hinojosa, SHERIFF DEPT.
Submitted For: Rosie Hinojosa
Department: SHERIFF DEPT.
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

Approval of a Line Item Transfer in the Sheriff's Federal Sharing - U.S. Department of Treasury.

BACKGROUND

See attached Line Item Transfer.

Fiscal Impact

FISCAL YEAR: 2011
FUNDS AVAILABLE Y/N?: Y
BUDGETARY IMPACT:
ACCT. #: 1-1228-421-00-280-006-0
MATCHING FUNDS Y/N?: N

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
		Rosie Hinojosa	01/28/2011 10:25 AM	CREATED
1	Pat Medina			NEW
2	Budget & Management			
3	Auditor's Office			

Form Started By: Rosie Hinojosa Started On: 01/28/2011 10:25 AM

DATE: 1/28/2011

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Sheriff's Federal Sharing - U.S. Department of Treasury

ACCOUNT NUMBER: 0-1228-421-00-280-006-0

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
0-1228-421-00-280-006-0-320	Professional Services	→	0-1228-421-00-280-006-0-336	Computer Services	36,000.00
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
			TOTAL		$36,000.00

TOTAL **To increase line item for anticipated expenses.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT **DATE** **ATTEST COUNTY CLERK**

COUNTY AUDITOR'S FORM: ARS-CA-017
REVISED: 02/11/2003

AI-25034 **24.D.**

Economic Development Negotiations
CC REGULAR

Date:	02/01/2011
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	Closed Session

Information

CAPTION

Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087 (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conductiong economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by subdivision (1).

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/27/2011 08:04 AM	APRV
2	Roland Garcia	Rolando Garcia	01/28/2011 01:17 PM	APRV
3	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Erika Reyna — Started On: 01/26/2011 03:45 PM

Final Approval Date: 01/28/2011

AI-25076 **24.E.**

EEOC #31C-2010-01032; Hilda Caceres v. Hidalgo County, Texas

CC REGULAR

Date:	02/01/2011
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Closed Session

Information

CAPTION

EEOC #31C-2010-01032; Hilda Caceres v. Hidalgo County, Texas

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/28/2011 02:33 PM	APRV
2	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Monica Badillo — Started On: 01/28/2011 02:17 PM

Final Approval Date: 01/28/2011

AI-25035 **25.D.**

Economic Development Negotiations
CC REGULAR

Date:	02/01/2011
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	Open Session

Information

CAPTION

Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087 (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conductiong economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by subdivision (1).

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/27/2011 08:05 AM	APRV
2	Roland Garcia	Rolando Garcia	01/28/2011 01:17 PM	APRV
3	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Erika Reyna — Started On: 01/26/2011 03:51 PM

Final Approval Date: 01/28/2011

AI-25077 **25.E.**

EEOC #31C-2010-01032; Hilda Caceres v. Hidalgo County, Texas

CC REGULAR

Date:	02/01/2011
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Open Session

Information

CAPTION

EEOC #31C-2010-01032; Hilda Caceres v. Hidalgo County, Texas

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/28/2011 02:33 PM	APRV
2	Auditor's Office		01/28/2011 05:37 PM	NEW

Form Started By: Monica Badillo — Started On: 01/28/2011 02:18 PM

Final Approval Date: 01/28/2011