AI-25269 **6.B.**

Travelers Insurance Company Settlement Agreement

CC REGULAR

Date:	02/14/2011
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Approval to authorize Ramon Garcia, Hidalgo County Judge, to sign Power of Attorney forms for title purposes to settle claim with Travelers Insurance Company.

BACKGROUND

DOL: 01/23/11
Tax Office Truck Totaled (Set A Fire)

Acct #: 1-1100-360-00-000-005-0-000

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management		02/11/2011 07:44 AM	PEND
2	Erika Zamora	Erika Zamora	02/10/2011 01:39 PM	APRV
3	Auditor's Office		02/11/2011 07:44 AM	NEW

Form Started By: Aida Alvarez — Started On: 02/10/2011 09:04 AM

Final Approval Date: 02/11/2011

AI-25265 **6.C.**

Designation of funds for County Jail-Settlement of Landmark case Case No. C-3123-03-I

CC REGULAR

Date:	02/14/2011
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Jail (2010):
1. Approval to designate the amount of $3,901,047.80 in the year 2010 for expenditures related to repairs and maintenance of the County Jail in connection to the Landmark case settlement agreement, case #C-3123-03-I.
2. Approval to un-designate the amount of $31,711.57 in the year 2010 to issue payment to S & B Infrastructure, LTD for repairs to the County Jail building.
3. Approval of 2010 appropriation of funds in the amount of $31,711.57 to issue payment for Invoice #U1189.100-01 to S & B Infrastructure, LTD.

BACKGROUND

Monies were received by the Law Office of Benigno Martinez.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-360-00-000-000-0-000

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

BUDGETARY IMPACT:

Monies were receipted on 10-15-10, 11-16-10, and 12-20-10

Receipt #'s 141459 ($2,398547.80), 142223 ($601,250.00), & 143012 ($901,250.00)

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-423-21-280-002-0-431

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

BUDGETARY IMPACT:

2010 Appropriation of funds in the amount of $31,711.57 to fund emergency repairs for the Jail.

Attachments

Link: 2010 Jail appropriation

Link: S & B Invoice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	02/10/2011 11:15 AM	APRV
2	Budget & Management	Erika Zamora	02/10/2011 11:19 AM	APRV
3	Manuel Chapa	Manuel Chapa	02/10/2011 01:38 PM	APRV
4	Ivan Cantu (Originator)	Ivan Cantu	02/10/2011 02:48 PM	APRV
5	Manuel Chapa	Manuel Chapa	02/10/2011 04:19 PM	APRV
6	Auditor's Office		02/11/2011 07:44 AM	NEW

Form Started By: Ivan Cantu Started On: 02/10/2011 07:51 AM

Final Approval Date: 02/11/2011

DATE: February 10, 2011

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Dept. of Budget & Mgmt. for the County Jail (1100)

ACCOUNT NUMBER: 0-1100-423-21-280-002-0-431

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

2010
Appropriation

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
0-1100-423-21-280-002-0-431	JAIL-BLDG&OTHR STRUC R&M SRV	31,711.57
0-1100-360-00-000-000-0-000	*General Fund- Miscellaneous Revenue*	*31,711.57*
	TOTAL BUDGET INCREASE (DECREASE)	$ 31,711.57

REASON: To appropriate funding in the amount of $31,711.57 into JAIL-BLDG&OTHR STRUC R&M SRV to fund Emergency repairs and/or renovations at the Hidalgo County Adult Detention Facility.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

S&B INFRASTRUCTURE, LTD.
Engineering ✪ Management ✪ Technology

Project Memorandum

HIDALGO COUNTY
PROFESSIONAL ENGINEERING SERVICES AGREEMENT
Contract No. C-09-430-09-29

S&BI Project No. U1189.100

3 February 2011

TO: **Hidalgo County**
Attn: Valde Guerra
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 292-7000 x-4862 fax (956) 318-2629

FROM: ***Sharlotte L. Teague, PE***
Senior Project Manager
S&B Infrastructure, Ltd. - McAllen

SUBJECT: **S&B Invoice U1189.100-01**

Valde – As requested by Letty, attached is a replacement original invoice for your further processing of payment. We could not locate the purchase order number, but a WA was executed.

As always, if you have any questions, please do not hesitate to contact me at anytime.

attachment: as listed above

cc: project files (U1189.100 Invoices)

5408 North 10th Street • McAllen, Texas 78504-2711
(956) 926-5000 • Fax (956) 994-0427

RECEIVED
OFFICE OF EXECUTIVE OFFICER
ON: 2/3/11 BY:

S&B INFRASTRUCTURE, LTD.
Engineering ✪ Management ✪ Technology

INVOICE

October 7, 2010

Hidalgo County
Attn: ~~Leticia Saenz, CPPB/Contracts Manager~~ Valde Guerra
100 East Cano, 2nd Floor
Edinburg, Texas 78539

Project Description:

FINAL INVOICE

CONTRACT NO. C-09-430-09-29

PURCHASE ORDER NO.

Emergency Building Repairs and/or Renovations at the Hidalgo County Adult Detention Facility

S&B Invoice No.: U1189.100-01
Invoice Period: through September 29, 2010

	EST QTY	UNIT	UNIT PRICE	PERCENT COMPLETE OR NUMBER	INVOICED TO DATE	PREVIOUSLY INVOICED	AMOUNT THIS INVOICE
Emergency Building Repairs and/or Renovations at the Hidalgo County Adult Detention Facility	1	LS	$31,711.57	100%	$31,711.57	$0.00	$31,711.57
					PAYMENT IS REQUESTED IN THE AMOUNT OF:		**$31,711.57**

I hereby certify that this invoice is true and correct, and that all services indicated have been provided.

S & B INFRASTRUCTURE, LTD.

Sharlotte L. Teague, PE
Senior Project Manager

Attachments:
None

IN ACCORDANCE WITH OUR CONTRACT,
PLEASE REMIT: **$31,711.57**

S & B INFRASTRUCTURE, LTD.
P. O. Box 201013
Houston, Texas 77216-1013

PO#
0-1100-423-21-280-002-0-431

INVOICE RECEIVED BY: _____ on 2/3/11
GOODS/SERVICES RECEIVED BY: _____ on _____

*3535 Sage Road * Houston, Texas 77056 - 7011 * 713.845.5401 * Fax 713.993.9301*

AI-25206 **7.A.**

County Judge - Deletion of one (1) full-time Adm Aide II position and creation of two (2) part-time Adm Aide II positions

CC REGULAR

Date:	02/14/2011
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	County Judge
Department:	BUDGET & MANAGEMENT
Agenda Category:	County Judge's Office

Information

CAPTION

1. Approval of the following personnel actions:

Action	Slot No.	Employment Status	Position Title	Budgeted Salary
Delete	0020	Full-time	Administrative Aide II	($35,000.00)
Create	0033	Part-time	Administrative Aide II	$17,500.00
Create	0034	Part-time	Administrative Aide II	$17,500.00

2. Approval of intradepartmental transfer.
3. Approval of revised salary schedule.

BACKGROUND

HRLY RATE OF PAY $8.4135

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-413-00-110-006-0-XXX

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

BUDGETARY IMPACT:

No Budgetary Impact.

Funds to be transfered from 113 reg. full-time to 114 reg. part-time, pending approval of intradepartmental transfer.
HRLY RATE OF PAY: $8.4134
HRS/ YR:1040
ANNUAL BUDGETED SALARY: $17,500.00
$17,500.00 ANNUAL SALARY/2080HRS= $8.4134 (RATE OF PAY)

Attachments

Link: fiscal note

Link: revised salary schedule

Link: PARs

Link: Job Description

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	02/08/2011 04:30 PM	APRV
2	Budget & Management	Erika Zamora	02/08/2011 04:43 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	02/09/2011 02:37 PM	APRV
4	Auditor's Office		02/11/2011 07:44 AM	NEW

Form Started By: Sylvia Solis Started On: 02/08/2011 08:42 AM

Final Approval Date: 02/11/2011

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, February 15, 2011 **Agenda Item:** 25206

Summary of request/proposal:
County Judge:
Approval to create and/or delete the following positions:

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	ADMINISTRATIVE AIDE II	0020	113	35,000.00	0.00	(35,000.00)
1100	ADMINISTRATIVE AIDE II	0033	114	0.00	17,500.00	17,500.00
1100	ADMINISTRATIVE AIDE II	0034	114	0.00	17,500.00	17,500.00
				35,000.00	35,000.00	0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
1-1100-413-00-110-006-0- 113	COUNTY JUDGE - REG F/T EMPLOYEES	($30,826.92)
1-1100-413-00-110-006-0- 114	COUNTY JUDGE - REG P/T EMPLOYEES	$30,826.92
1-1100-413-00-110-006-0- 211	COUNTY JUDGE - HEALTH INSURANCE	$0.00
1-1100-413-00-110-006-0- 212	COUNTY JUDGE - LIFE INSURANCE	$0.00
1-1100-413-00-110-006-0- 220	COUNTY JUDGE - FICA	$0.00
1-1100-413-00-110-006-0- 230	COUNTY JUDGE - RETIREMENT	$0.00
1-1100-413-00-110-006-0- 250	COUNTY JUDGE - UNEMPLOYMENT COMP	$0.00
1-1100-413-00-110-006-0- 260	COUNTY JUDGE - WORKER'S COMP	$0.00
	2011 Budgetary Impact	$0.00

2012 Budgetary Impact: **$0.00**

Possible Funding Sources: **NO BUDGETARY IMPACT**
(PENDING INTRADEPT. TRANSFER FROM OBJ CODE 113 TO OBJ CODE 114)

Budget Office Recommendation:

** ESTIMATED HOURS HOURS NOT TO EXCEED 1040 HRS ANNUALLY AND/ OR 20 HRS PER WEEK,
FOR BOTH PART-TIME POSITIONS. RATE OF PAY $8.4135/HR

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1100-413-00-110-006-0

AI - 25206

COUNTY JUDGE

Slot #	Obj Code	POSITION TITLE	2010 BUDGETED SALARY	2011 ADJUSTED SALARY	2011 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2011 BUDGETED SALARY APPROVED	2011 ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	111	COUNTY JUDGE	$114,660.00	$0.00	$114,660.00	0	$0.00	$0.00	$114,660.00	$114,660.00	$0.00	$0.00	$0.00	$8,000.00	$0.00	$122,660.00
0002	113	CHIEF ADMIN	$81,440.00	$0.00	$81,440.00	0	$0.00	$0.00	$81,440.00	$81,440.00	$0.00	$0.00	$0.00	$5,400.00	$0.00	$86,840.00
0003	113	ASSISTANT CHIEF ADMINISTRATOR	$76,331.00	($8,331.00)	$68,000.00	0	$0.00	$0.00	$68,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0007	113	EXECUTIVE ASSISTANT III	$41,006.00	$18,994.00	$60,000.00	0	$0.00	$0.00	$60,000.00	$60,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$60,000.00
0011	113	EXECUTIVE ASST	$48,657.00	$0.00	$48,657.00	0	$0.00	$0.00	$48,657.00	$48,657.00	$0.00	$0.00	$0.00	$0.00	$0.00	$48,657.00
0012	113	ADMINISTRATIVE ASSISTANT	$46,956.00	$0.00	$46,956.00	0	$0.00	($4,956.00)	$42,000.00	$42,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$42,000.00
0018	113	ADMINISTRATIVE AIDE II	$45,046.00	$0.00	$45,046.00	0	$0.00	$0.00	$45,046.00	$45,046.00	$0.00	$0.00	$0.00	$0.00	$0.00	$45,046.00
		DELETE: ↓														
~~0020~~	~~113~~	~~ADMIN AIDE II~~	~~$35,000.00~~	~~$0.00~~	~~$35,000.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$35,000.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0024	113	ADMINISTRATIVE ASSISTANT	$52,416.00	($12,416.00)	$40,000.00	0	$0.00	$0.00	$40,000.00	$40,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,000.00
0028	113	EXECUTIVE ASSISTANT III	$0.00	$58,000.00	$58,000.00	0	$0.00	$0.00	$58,000.00	$58,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$58,000.00
0029	113	ADMINISTRATIVE ASSISTANT III	$0.00	$35,000.00	$35,000.00	0	$0.00	$0.00	$35,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0030	113	ECONOMIC DEVELOPMENT PLANNER	$0.00	$63,000.00	$63,000.00	0	$0.00	$0.00	$63,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0031	113	EXECUTIVE ASSISTANT II	$0.00	$50,000.00	$50,000.00	0	$0.00	$0.00	$50,000.00	$50,000.00	$480.00	$0.00	$0.00	$0.00	$0.00	$50,480.00
0032	113	ECONOMIC DEVELOPMENT PLANNER	$0.00	$50,487.00	$50,487.00	0	$0.00	$0.00	$50,487.00	$50,487.00	$0.00	$0.00	$0.00	$0.00	$0.00	$50,487.00
		CREATE: ↓														
0033	**114**	**ADMIN AIDE II**	**$0.00**	**$17,500.00**	**$17,500.00**	**0**	**$0.00**	**$0.00**	**$17,500.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
0034	**114**	**ADMIN AIDE II**	**$0.00**	**$17,500.00**	**$17,500.00**	**0**	**$0.00**	**$0.00**	**$17,500.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
			$454,096.00	$10,663.00	$464,759.00		$0.00	($4,956.00)	$459,803.00	$391,803.00	$0.00	$0.00	$0.00	$13,400.00	$25,206.00	$405,203.00

Approval to delete and/or create the above highlighted positions.
Personnel Actions pending CC approval.

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: County Judge - (110-006) **DATE:** 2/8/11

CURRENT POSITION TITLE: Administrative Aide II **CURRENT SLOT. #:** 020

REQUESTED POSITION TITLE: N/A
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Delete Position

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 35,000 (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ (35,000) (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☑	Non-Exempt	☑
N/A	☐		

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

Deletion of this position necessary to create two (2) permanent part-time positions - positions #33 & #34

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

See attached job description.

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

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Yolanda Ortega DEPARTMENT HEAD	2/8/11 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	02/08/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: County Judge - (110-006) **DATE:** 2/8/11

CURRENT POSITION TITLE: N/A **CURRENT SLOT. #:** 033 & 034

REQUESTED POSITION TITLE: Administrative Aide II
(For new positions or reclassifications)

REQUEST FOR:

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

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 17,500 x 2 (Proposed Budgeted Salary) $ 35,000.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other Funds from deleted slot #20

POSITION Type:

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☑

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☑	Non-Exempt	☑
N/A	☐		

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

Deletion of one (1) full-time position to create two (2) permanent part-time positions, #33 & #34

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

See attached job description.

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

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. Yolanda Chapa DEPARTMENT HEAD	2/8/11 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	02/08/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
COUNTY JUDGE'S OFFICE

Job Title:	**Administrative Aide II**	**FLSA Status:**	**Non-Exempt**
Dept. Code: 110-006		**Civil Service Status:**	**Non-Exempt**

SUMMARY:
Performs multiple tasks for the staff of the County Judge's office and provides assistance to the Chief Administrator and support to the administrative assistants. This position reports to an elected official and department head. Must be capable of completing detailed paperwork and be able to assist the administrative aides with their respective projects at the same time. Must be able to perform all other duties directed by the County Judge or by the Chief Administrator.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- May prepare agendas, materials, related thereto and see that all legal requirements are met;
- May be responsible for following up on action of a court, committee or assigned group to ensure that decisions are implemented, contracts are prepared and appropriate parties are notified;
- Responsible for establishing and maintaining official documents and records in appropriate files;
- May be asked to attend some meetings to take notes or furnish information;
- May receive visits or calls regarding complaints which may be resolved or referred to proper person for resolution;
- Should maintain a professional appearance and business attire;
- Should maintain confidentiality with private matters of the County Judge's office;
- Assists office staff as requested or assigned;
- Regular attendance is a must;
- Ability to work well with others;
- Other duties as assigned;

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities.

EDUCATION and/or EXPERIENCE:

- Bachelor's degree and a minimum of two years administrative or governmental experience preferred;

CERTIFICATES, LICENSES, REGISTRATIONS:

- Employee must have a current valid Texas Motor Vehicle Operator's License and must have liability insurance;
- Must be able to be insured by the County's Insurance carrier;

OTHER SKILLS AND ABILITIES:

- Ability to read, interprets, and accepts documents such as safety rules, operating and maintenance instructions, and procedure manuals;
- Ability to complete reports and answer routing correspondence;
- Ability to apply common sense understanding and direct staff in written, oral, or diagram form;
- Ability to supervise and communicate effectively with staff and the public;
- Ability to deal with problems involving several concrete variables in standardized situations;
- Employee may be assigned other duties in addition to those listed; duties may change according to changing needs of the County;
- Must have knowledge of computers and spreadsheets;

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

- making sound decisions and using good judgment;
- handling financial affairs effectively and honestly;

- maintaining confidentiality;
- demonstrating intellectual capabilities;

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

- making observations;
- reading and writing;
- operating assigned equipment;
- communicating with others;

ACCIDENT PREVENTION PROGRAM:
Required to follow all department's safety regulations.

DATE: February 8, 2011

2011
Transfer

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: Department of Budget & Management for County Judge

ACCOUNT NUMBER: 1-1100-413-00-110-006-0-XXX

Contact Person: Sylvia V. Solis **Ph#:** (956) 292-7025 Ext. 5423

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
113	REG F/T EMPLOYEES	114	REG P/T EMPLOYEES	30,826.92
			TOTAL	30,826.92

REASON:
Intradepartmental Transfer to fund the creation of two (2) Part-time Adiminstrative Aide II positions, slot no. 0033 & 0034, budgeted salary $17,500.00/ each.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-25281 **7.B.**

US/Mexico Border Counties Coalition

CC REGULAR

Date:	02/14/2011
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Presentation, discussion, and approval of 2011/2012 Membership Dues to the U.S./Mexico Border Counties Coalition with authority for Auditor to issue payment after review and audit procedures are completed with authority for County Treasurer to issue check.

BACKGROUND

Fiscal Impact

Attachments

Link: Invoice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
		Erika Reyna	02/10/2011 02:29 PM	CREATED
1	Budget & Management			PEND
2	Auditor's Office			
3	Purchasing Department			

Form Started By: Erika Reyna Started On: 02/10/2011 02:29 PM

Invoice

The United States/Mexico Border Counties Coalition

El Paso Office
310 N. Mesa, Suite 824
El Paso, Texas 79901

Date	Invoice #
7/1/2010	606

Bill To
The Honorable Rene Ramirez Hidalgo County PO Box 1356 Edinburg TX 78540

Description	Amount
Membership dues - 2010/2011	11,038.13

We appreciate your prompt payment.

Total $11,038.13

AI-25295 **7.C.**

Resolution in support of Slot Machines at Racetracks

CC REGULAR

Date:	02/14/2011
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	County Judge's Office

Information

CAPTION

Resolution in support of Slot Machines at Racetracks

BACKGROUND

Fiscal Impact

Attachments

Link: resolution

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
		Monica Badillo	02/11/2011 08:50 AM	CREATED
1	Budget & Management			PEND
2	Auditor's Office			
3	Purchasing Department			

Form Started By: Monica Badillo Started On: 02/11/2011 08:50 AM

HIDALGO COUNTY
Resolution in Support of Slot Machines at Racetracks

Whereas, the Texas horse and greyhound racing industry is a significant employer with a major impact on the economy of the State of Texas, currently generating $5.5 billion in economic activity and providing 36,000 permanent jobs; and

Whereas, Texas does not permit slot machines, but all of the states adjacent to Texas (Louisiana, Arkansas, Oklahoma and New Mexico) permit slot machines at their race tracks; and

Whereas, the increased revenue from slot machines in other states has enabled their race tracks to substantially increase purses for individual races as well as enhance the facilities and operations, giving them a distinct advantage over race tracks located within Texas; and

Whereas, the racing industry in Texas is slowly but surely declining as a result of the economic advantages held by the industry in the adjacent states due in part to small purses for winners as well as inability to maintain facilities and more expensive programs in Texas; and

Whereas, allowing state-monitored slot machines limited to the confines of the race tracks located in Texas would allow them to compete on an equal footing with their out of state competitors and would provide needed additional tax revenue for Texas; and

Whereas, slot machines in Texas would raise an estimated $1 billion in additional state tax revenue each year; and

Whereas, more than 40 sectors of the state's economy would benefit from an infusion of $8.5 billion in economic activity and the addition of more than 70,000 new permanent jobs; and

Whereas, numerous statewide polls shows that majority of Texans favor bringing slot machines to racetracks and that Texans want the right to vote on the issue; and

Whereas, various groups from the racing industry and thousands of other Texans have joined together in supporting the public campaign, Win for Texas, to encourage the Texas legislature to pass legislation allowing slot machines at the current licensed race tracks and recognized Indian tribal lands.

Now, Therefore, the Hidalgo County Commissioner's Court hereby support Win for Texas and strongly urge the members of the Legislature of the State of Texas and in particular its legislative members from Hidalgo County to actively pursue appropriate legislation enabling the race tracks and recognized Indian tribal lands within the State of Texas to operate slot machines on their properties.

Signed this _____ Day of February, 2011.

SIGNED AND ENTERED ON THE ABOVE DATE BY THE FOLLOWING MEMBERS OF THE HIDALGO COUNTY COMMISSIONERS COURT.

_____
RAMON GARCIA
County Judge

_____
JOEL QUINTANILLA
County Commissioner, Pct. 1

_____
HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

_____
JOE M. FLORES
County Commissioner, Pct.3

_____
JOSEPH PALACIOS
County Commissioner, Pct. 4

Attested to:

_____
ARTURO GUAJARDO, JR.
County Clerk

WIN FOR TEXAS

General Talking Points

(Words in italics are supplementary information)

- The Legislature should allow Texans to vote on a constitutional amendment that would allow Texans to play slot machines at existing licensed racetracks and on recognized Native American reservations.

  According to a statewide survey, 82% of Texas voters want the opportunity to vote on this issue. Texans strongly want their Legislature to bring it to the ballot.

- Allowing slot machines at racetracks would bring world-class entertainment facilities, featuring live entertainment, restaurants, spas, hotels and conference spaces. Along with this would come tens of thousands of new, permanent jobs and a constant stream of new tourism dollars to the state.

  Texans are already spending more than $2.5 billion a year gambling in neighboring states. Bringing slot machines to Texas would create $8.5 billion in economic impact and add to our state's revenue.

- Thirty-Eight other states offer various forms of gambling and opinion polls consistently show that Texans favor making slot machines available in Texas.

  According to a statewide survey, 80% of Texas voters polled agree that with more than $2.5 billion in gambling revenue a year leaving the state, and with the prospect of more than 70,000 new jobs being created, this proposition is the right step for Texas.

- Texans should be allowed to decide if they want to keep their entertainment dollars and those economic benefits here in Texas. Right now, billions of Texas dollars are funding schools and other amenities in states like Louisiana and Oklahoma.

  In 2009, Texas lost more than $2 billion in gaming revenue to Oklahoma and Louisiana alone. A whopping 43.6% of Louisiana's gaming revenue comes straight out of the pockets of Texans. Bring it to the ballot and let Texans have a voice in where their money goes.

- Voters in local option elections have already approved gambling at racetrack locations. License holders are subject to state oversight and thorough background checks. Allowing slot machines at these facilities would mean no expansion in the overall footprint of gambling in Texas.

- Economic analyses tell us we can bring in a significant amount of money for state and local coffers every year. By itself, it won't be enough to solve the

looming state budget problem, but it would help to offset some of the deepest cuts.

Without raising sales tax, gas tax or property taxes, the state will generate approximately $1 billion in additional tax revenue each year. It will bring more than 70,000 new jobs and $8.5 billion in total economic activity to Texas.

- The billions of dollars in economic impact and thousands of jobs created by bringing slots to Texas' tracks and Native American reservations will be felt across more than 40 sectors of our state's economy, not just at racetracks.

  Based on economic research, for every dollar spent in an out-of-state casino, an additional 52 cents is spent in the local economy on tourism-related goods.

- Fifteen other states have already allowed slot machines at racetracks, with a number of others considering it.

- Tracks in our neighboring states use slot machines to supplement their purse sizes and are then able to offer better racing, luring away Texas' racing and agri-business industries.

  Veterinarians, feed stores, trailer and truck sales, large scale and "mom and pop" breeding operations, horse trainers, and tens of thousands of other Texans employed in the agriculture industry depend on the survival of this vital part of our economy.

- The non-racing Texas horse industry would benefit from this legislation through the Texas Performance Horse Development Fund. This revenue would provide larger prizes for shows, scholarships for youth organizations, and increased funding for horse recreational development.

  Texas is a destination for national and world championship events and shows. The Texas Performance Horse Development Fund would allow us to ensure that we are doing everything possible to preserve our rich heritage of horsemanship.

- Revenue from slots machines at Texas racetracks will bolster purses and fund Texas-bred incentive programs, which will allow Texas horse breeding operations to be reinvigorated.

  The additional revenue will bring back many breeding operations that have left the state for greener pastures in New Mexico, Oklahoma and Louisiana.

WIN FOR TEXAS

2011 Legislative Sourcebook

WIN FOR TEXAS

info@winfortexas.com

Legislative advertising paid for by:

Texans for Economic Development
PO BOX 685138
Austin, Texas 78768

Tommy Azopardi, President
512-473-0861

info@winfortexas.com

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   b. Sharing the revenue
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   d. The vision

5. Why It Will Work
   a. Texans win big
   b. Texans believe in it

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Background

In 1986, during a special session of the Texas Legislature, lawmakers voted to approve pari-mutuel racing subject to a state-wide vote of the people. In 1987, Texas voters approved pari-mutuel wagering on horse and greyhound races at facilities regulated by the Texas Racing Commission.

However, following legalization of pari-mutuel wagering, the racing industry has struggled to build and maintain profitability, interest and attendance. This struggle has been due to changing factors that have kept the Texas racing industry at a competitive disadvantage.

The last racetrack to be built in the state was Lone Star Park in Grand Prairie (1997). Lone Star Park continues to be the largest facility in the state and handles the largest amount of money wagered in the state. In 2004 Lone Star Park was the focus of the entire world of horse racing when it hosted the Breeder's Cup World Thoroughbred Championship races.

In 2000, the racing industry experienced its high water mark with attendance at 3.3 million patrons who wagered a total of $633 million either on live or simulcast races. Since then, the industry has been in decline due to competition from the Texas Lottery, internet gambling and unequal competition from our surrounding states, all of which allow racetracks to have slot machines that generate higher purse levels.

In 2009 the number of Texas racetrack patrons declined by 35% from the levels seen in 2000. Additionally, the industry suffered a decline of 37% in the amount of money wagered at those tracks during that same time period.

During the last 10 years, Texas boasted having a majority of the top 50 quarter horse sires in the nation. Last year Texas quarter horses held just 5 of those spots. The number of racehorse stallions in Texas is down, the number of mares being bred is down and the number of foals being born in this state is down. Correspondingly, virtually all aspects of the racing and breeding industry are suffering significant declines and is in dire need of legislative change that will give the industry the same tools as all of our surrounding states.

The reality is simply that no industry can survive if it cannot offer the same products and services as its competitors. The reality is also that with the passage of legislation allowing slot machines at Texas racetracks, the industry will make an amazing come back.

The Problem

Unequal Competition

Louisiana, Oklahoma and New Mexico allow several forms of gambling. But of greater importance to the Texas racing industry is the fact that all three states allow slot machines at their racetracks.

The slot machines at racetracks in Louisiana, Oklahoma and New Mexico generate significant revenues. A large portion of those revenues are allocated for purses paid to the owners of winning horses, as well as breeders and others involved in racing. Revenues are also used for the benefit of track employees, infrastructure improvements and many additional expenses. In addition, the revenue funds incentives for horses bred in those states. These incentives are not paid to Texas-bred horses.

In racing, the purse is king. The racetracks in neighboring states use slot machine revenues to create purses that are much higher than in Texas where tracks are dependent on pari-mutuel wagering revenues alone.

Texas tracks can't compete as our neighboring states lure away racing enthusiasts, higher quality animals, trainers and breeders with the large purses they are generating.

- ***In Louisiana, purses at Delta Downs increased from $45,000 to $245,000 per day after slot machines were legalized.***
- ***In the two years after slot machines were legalized in New Mexico, racing-agribusiness payrolls tripled, while the number of directly-related jobs rose by 180 percent.***
- ***Within one year following approval of slot machines in Oklahoma, Remington Park tripled its purses and quarter horse purses statewide climbed to an all-time high.***

The Problem: The Current Environment

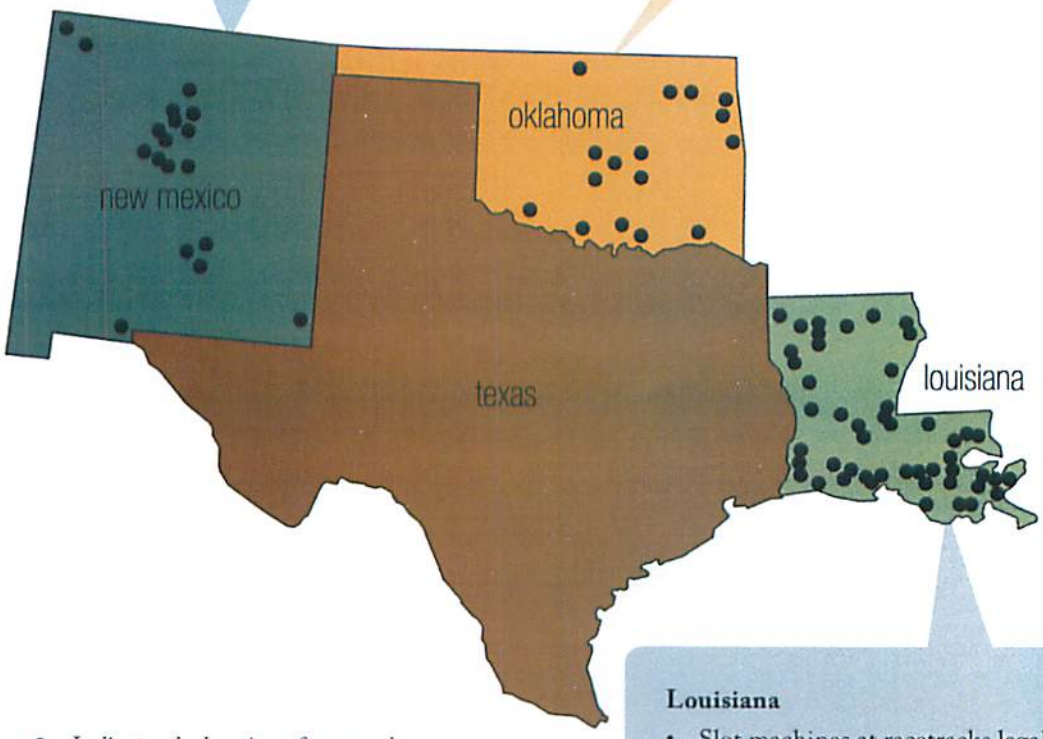
Texas is surrounded by slots

New Mexico

- Slot machines at racetracks legalized in 1997
- Of five racetracks, two are located at Sunland Park and Hobbs, directly across the Texas border, and a third is in Ruidoso, which is within easy driving distance of Texas.
- 22 Indian casinos

Oklahoma

- Slot machines at racetracks legalized in 2004
- Two operational racetracks with slot machines
- 96 Indian casinos, five of which are located right across the Texas-Oklahoma border.



- *Indicates the location of racetracks, offtrack betting facilities, video lottery terminals, and Native American casinos.*

Louisiana

- Slot machines at racetracks legalized in 1994
- Of four racetracks, two are located in Vinton and Bossier City, close to the Texas border.
- Casinos authorized in 1991. A number of the state's 17 casinos are located near the Texas border.
- Estimated yearly casino & racino visitors: 35 million

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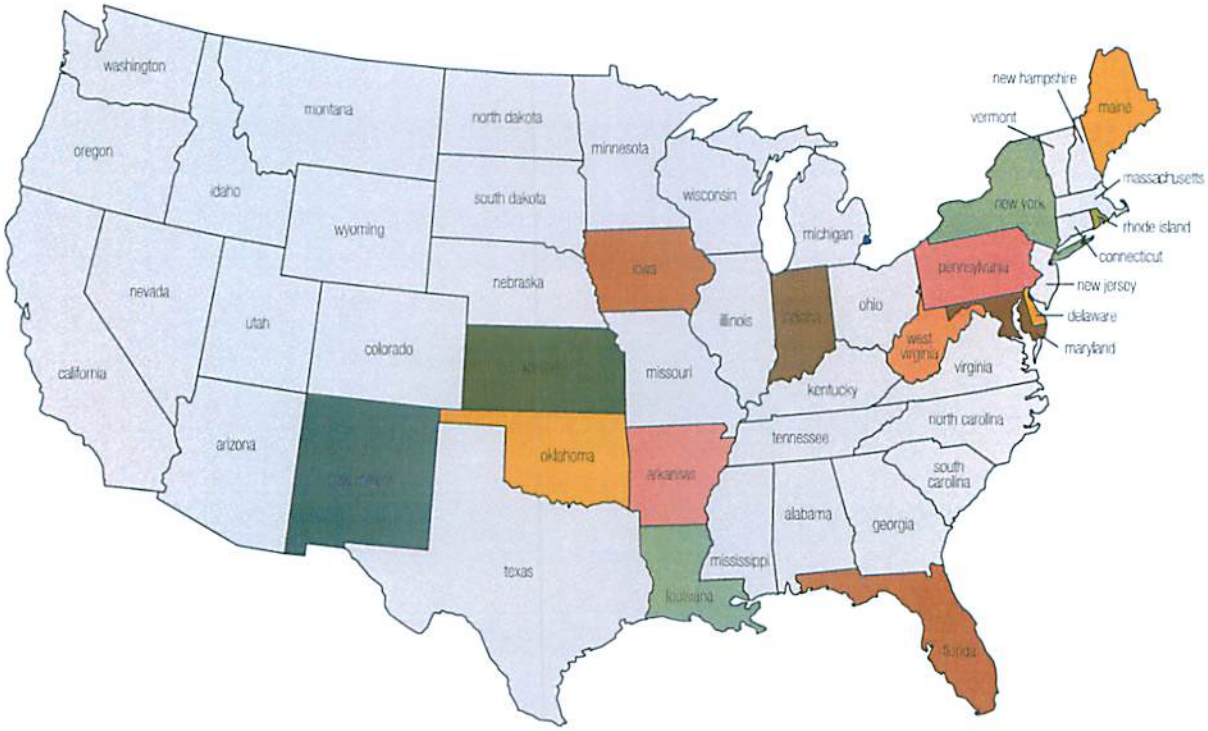
The Problem: The Current Environment

Slot machines in racetracks in 15 states across the nation



Rhode Island	1992	New Mexico	1997	Pennsylvania	2004
Delaware	1994	Arkansas	2000	Florida	2006
Iowa	1994	New York	2001	Indiana	2007
West Virginia	1994	Maine	2004	Kansas	2007
Louisiana	1997	Oklahoma	2004	Maryland	2008

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The Problem: The Current Environment

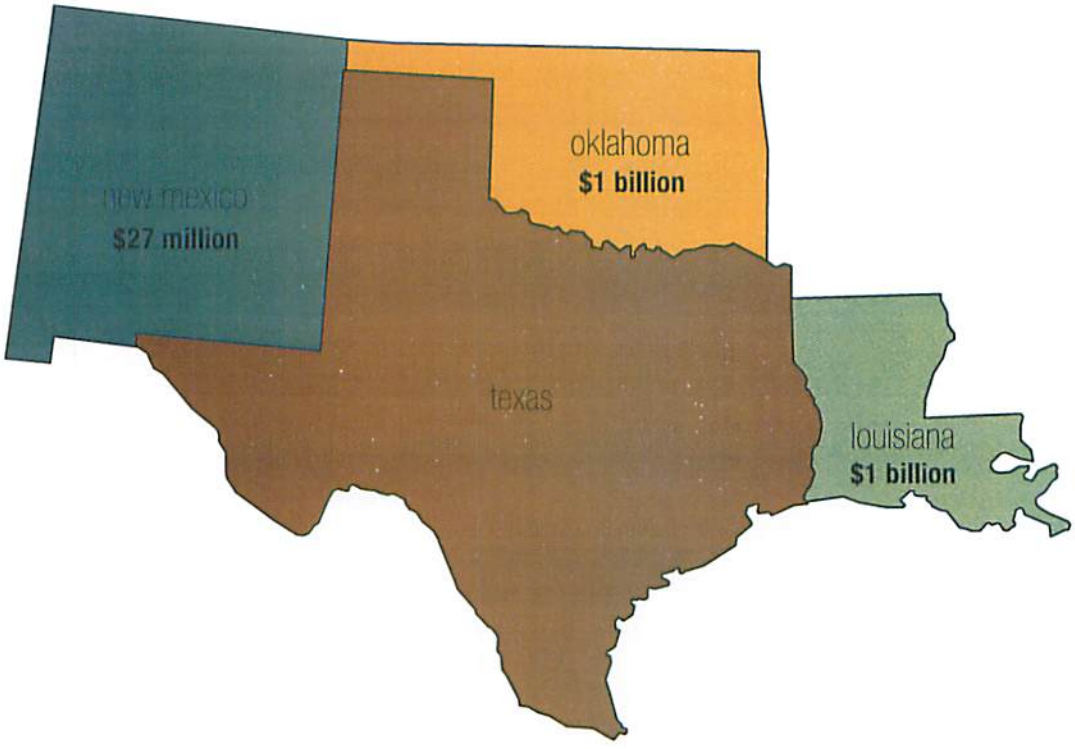
Texans already gamble

Texans spend more than $2 billion a year on gambling at casinos and racetracks in our neighboring states. In fact, Texans constitute 43.6% of the statewide gaming market in Louisiana and 36.8% of Oklahoma's gaming market.

Last year, Texans spent almost $4 billion on Texas Lottery tickets. They also gambled hundreds of millions more on bingo and pari-mutuel racing—not to mention the millions spent at the Kickapoo casino in Eagle Pass and the Galveston-based casino cruise ship.

There are also more than 150,000 illegal eight-liners in operation in Texas, as well as a large population of online gamblers and underground poker enthusiasts across the state.

Estimated annual gambling dollars spent by Texans in surrounding states



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The Problem: An Industry in Decline

Competing with the Texas Lottery

History

In 1992 the first lottery ticket was sold to Governor Ann Richards. Before a strong racing circuit could be established, the racing industry found itself competing with the Texas Lottery for gambling dollars. Economists estimate that state lotteries siphon 15 to 20 percent of the revenues of racetracks in Texas and other states.

Currently

- Texans wager approximately $4 billion on lottery tickets every year.
- Texas has over 15,000 lottery outlets, while the state limits the number of pari-mutuel wagering locations to only 13.
- Each year the Lottery Commission is allowed to approve new games, expand the number of drawings and adjust prize payouts. However, the only ability the horse and greyhound industry has to change its permissible types of wagers is thru legislation.
  - The last legislation that allowed Texas tracks to be competitive was in 1997 with the passage of a bill to allow patrons at a horse track to wager on greyhound races and vice-versa.
- The Lottery Commission spends millions of dollars to encourage Texans to buy more lottery tickets. However, the Texas Racing Act strictly prohibits the Texas Racing Commission from "promoting the industry", much less allowing the agency to spend money to advertise wagering opportunities at the state's existing pari-mutuel outlets or the benefits to the agricultural industry.

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The Problem: An Industry in Decline

Competing with online wagering

History

In the face of the explosion of the Internet and proliferation of sites that allow people to gamble on their computers, Texas tracks struggle to keep up with gaming competition on an unlevel playing field. The Texas Racing Commission, the Department of Public Safety and the Texas Attorney General's office have struggled for years to find ways to deal with enforcing the Texas Racing Act and criminal statutes that prohibit the use of telephone or computer gambling. However, because of jurisdictional issues and ambiguity in Texas laws they have not been successful in curtailing this activity.

Currently

- Any person can open an advance deposit wager (ADW) account as easily as opening a checking account. Using an ADW, the person deposits funds with an online host, and then draws against his/her deposit to place racing bets. Within minutes, any Texan can log on to a computer, enter a password and bet on races in any state from Florida to California.
- Texas is losing 15 percent of every pari-mutuel dollar wagered through ADWs. This is money that could have gone into our economy.
- While it is hard to quantify the precise amount of decline attributed to ADWs because they are not regulated, many of the racetracks can identify former patrons who no longer come to the tracks and instead have opted to wager from their homes or offices.
    - A high ranking executive of one of the nation's largest ADW companies acknowledged that Texas supplies the largest number of customers and the most dollars wagered of any state in which they conduct business.
- Due to current state laws, Texas racetracks, horse owners, greyhound owners and breeders do not realize one cent from the ADW bets made by Texans.

The Problem: An Industry in Decline

Throughout the past decade, the Texas racing industry has seen significant declines in virtually every measureable way, and surrounding states are raking in the benefits. Breeding operations, horse trainers, veterinarians and owners are moving to states with higher purses and better incentives. Texas racetracks have laid off employees and cut benefits in order to keep their doors open, and some have had to shut down their racing operations completely. The industry simply cannot compete in the current environment.

Quick Facts

- Over the last decade the number of licenses issued for owners, breeders, and trainers by the Texas Racing Commission has dropped by more than 50%.
- Since 2001 the number of Thoroughbred mares bred in the state of Texas has dropped nearly 50%.
- Texas has seen a 42% decline in the number of registered foals over the last 8 years.
- Since 1998, after slot machines were legalized, Louisiana has seen a 81% increase in the number of thoroughbred mares bred.
- In the past 10 years, following the approval of slot machines, New Mexico has seen an 155% increase in the number of registered foals in the state.

Denton County: Valor Farms has lost 40% of its horse breeding business in the last five years. The farm's best customers are leaving Texas for other states that allow slot machines at racetracks. "With Texas racing purses going the wrong way," says general manager Ken Carson, "we're losing a reputation and an industry." Valor has four prize stallions that sire 75 foals per year. But purses in Louisiana, Oklahoma and New Mexico have swelled, and Texas purses have plummeted. The result: Louisiana-bred racehorses are selling for twice as much as those bred in Texas, and the number of licensed racehorse owners in Texas dropped by more than 1,000 in 2008.

The Dallas Morning News
FEBRUARY 16, 2009

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The Problem: An Industry in Decline

The graphs below illustrate the decline in the Texas racing industry in terms of the money being won by owners at racetracks (purses) and the number of live racing days.

PURSE COMPARISONS: 2008

State	*2008 Purse Average*
Texas	*$129,504*
New Mexico	*$216,927*
Louisiana	*$222,649*
Oklahoma	*$143,267*

NUMBER OF LIVE RACING DAYS

State	*2003 Live Racing Days*	*2008 Live Racing Days*	*% Change*
Texas	*332*	*271*	*(18.37%)*
New Mexico	*391*	*465*	*+ 18.93%*
Louisiana	*249*	*293*	*+ 17.67%*
Oklahoma	*196*	*265*	*+ 35.20%*

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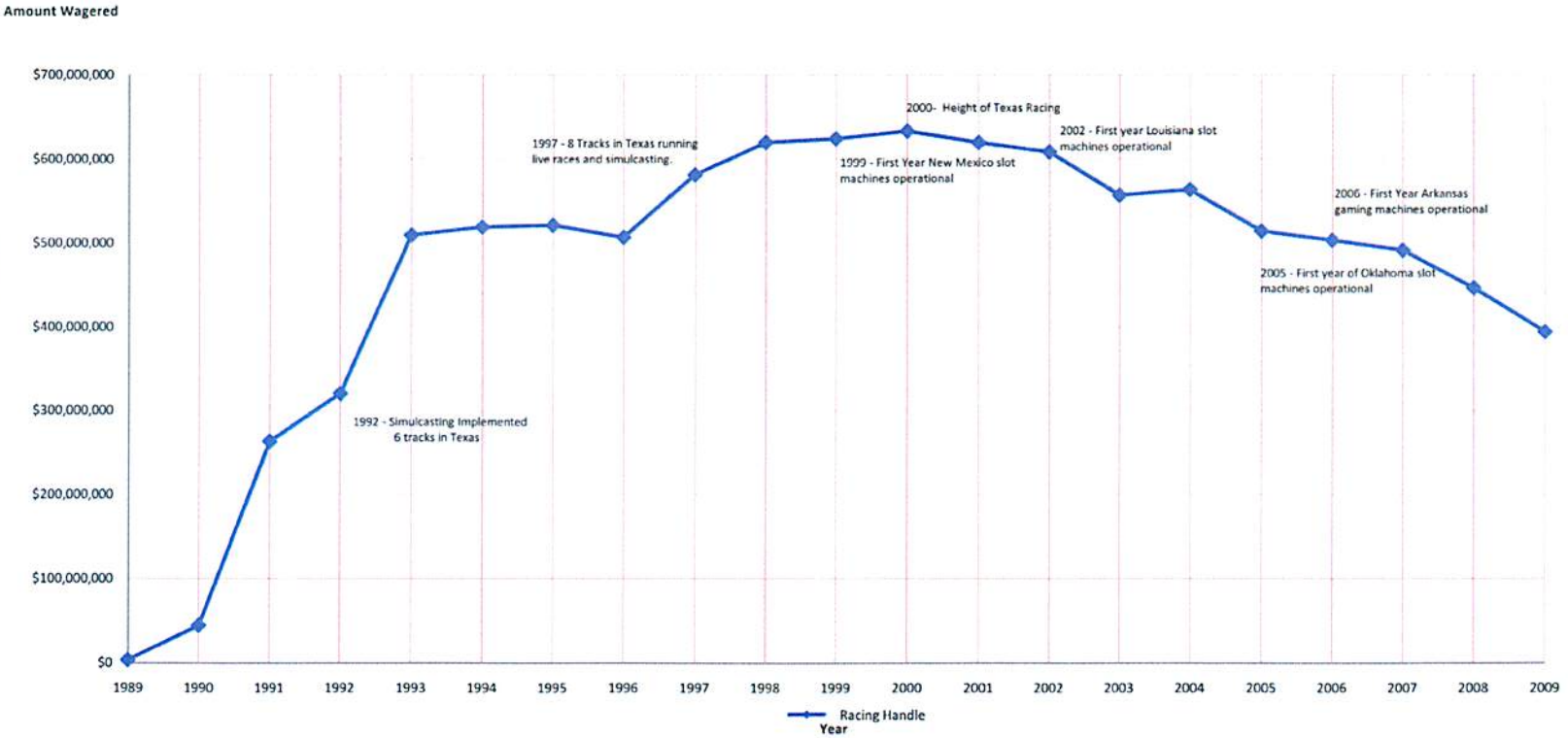
The Problem: An Industry in Decline

An industry worth saving

Despite being hammered by our neighboring states, racing and its related businesses are still an important part of the Texas economy. Conservative estimates show that the Texas racing/agribusiness industry contributes $5.5 billion a year to the Texas economy, as well as 36,000 jobs. These jobs span more than 40 sectors of the state's economy.

The racing industry represents the livelihood of tens of thousands of Texas families and more than one hundred years of heritage and tradition. The racing industry is not the only industry being hurt. Thousands of Texans own horses and depend on them for their livelihood, recreation and companionship. Veterinarians, farriers, feed store owners and many other Texans are being negatively impacted.

Decline of Texas Racing Parallels the Approval of Slot Machines in Surrounding States



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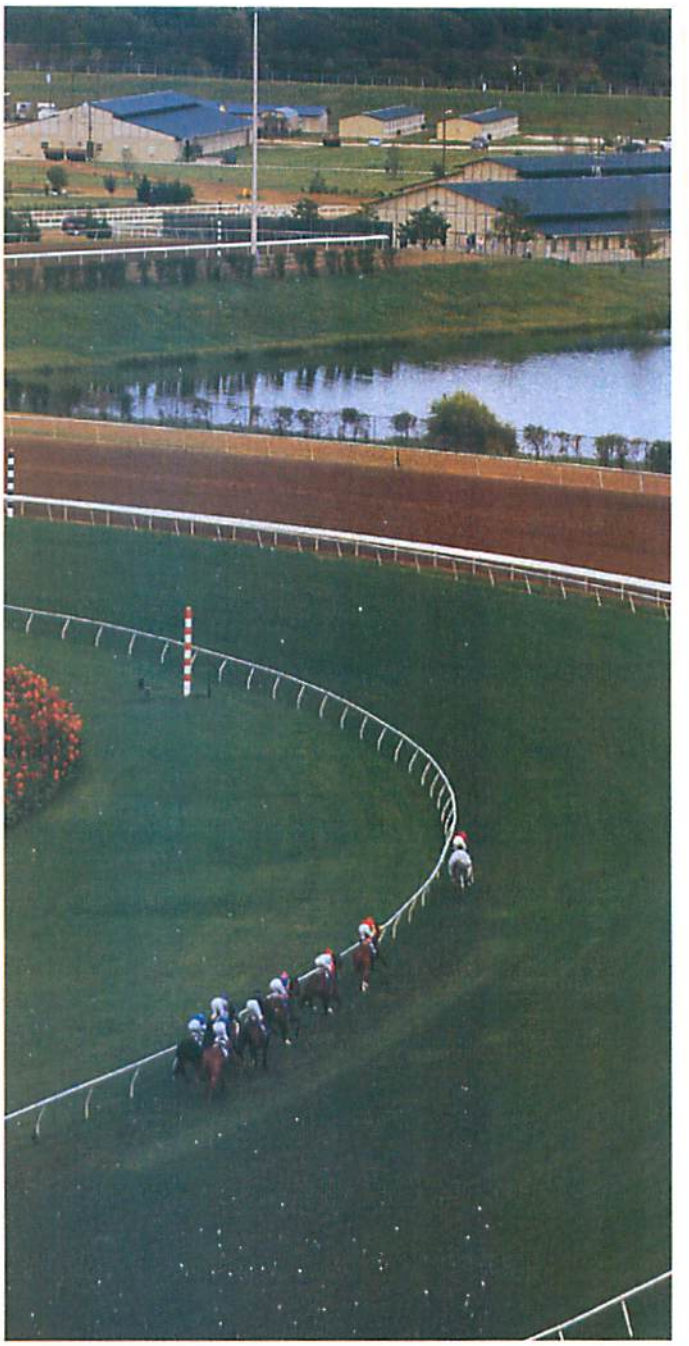
The Solution

Groups representing the entire horse and greyhound industry, the Indian tribes of Texas, and thousands of other Texans who want a strong growing economy for our state have joined together to advocate for the passage of a constitutional amendment to allow voters to decide if they want state-controlled slot machines at the thirteen licensed racetracks and three federally recognized Indian Tribes.

State-controlled slot machines will add billions of dollars to the Texas economy, thousands of new jobs and hundreds of millions of dollars in additional state tax revenue each year. It is time to revitalize an important piece of our proud heritage, recapture the money that is leaving the state and bring home the benefits to every Texan.



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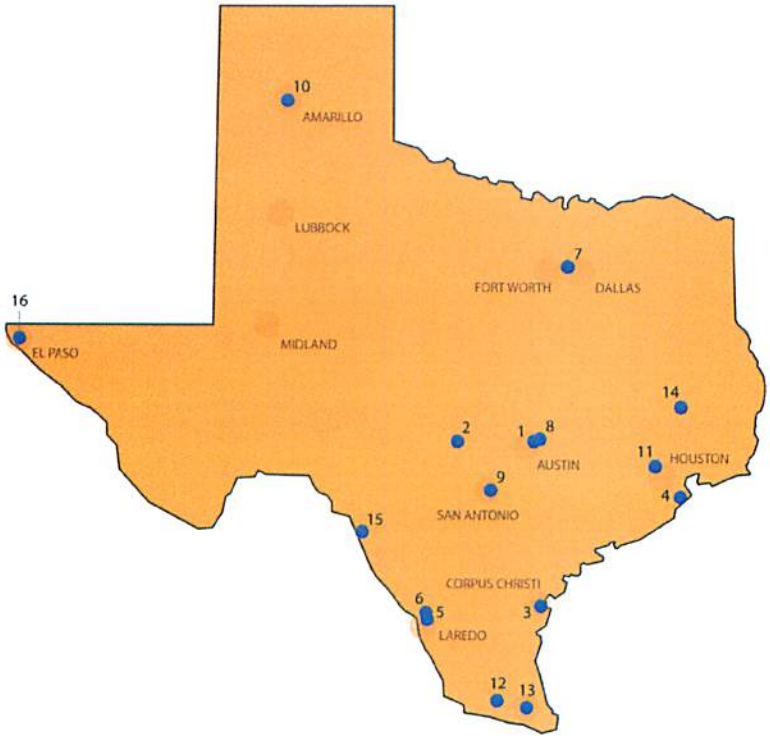
How It Will Work

The proposed legislation would authorize state-controlled slot machines at sixteen locations. (No other new form of gambling would be authorized.) Among these, thirteen of the sites would be at racetracks where voter-approved gambling already occurs, and three would be on federally recognized Indian lands.



Track Licenses

1. Austin Jockey Club
2. Gillespie County Fair
3. Gulf Coast Racing
4. Gulf Greyhound Race Park
5. Laredo Downs
6. Laredo Race Park
7. Lone Star Park
8. Manor Downs
9. Retama Park
10. Saddlebrook Park
11. Sam Houston Race Park
12. Tesoros Race Park
13. Valley Race Park

Recognized Indian Tribes

14. Alabama-Coushatta Tribe of Texas
15. Kickapoo Traditional Tribe of Texas
16. Tigua Indians, Ysleta del Sur Pueblo

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How It Will Work

State-controlled slot machines

Under the current proposal, all slot machines would be linked to a central computer system operated and controlled by the Texas Lottery Commission. This system will allow the state to continuously monitor all machines and disable a machine if necessary. A primary function of the central monitoring system would be to facilitate auditing and prevent irregularities. Day to day management and operation of the machines would be carried out by the licensed facility.

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How It Will Work

Sharing the revenue

The proposal suggests that the gross revenue generated by slot machines be split between a state tax, the horsemen, greyhound owners, the Performance Horse Development Fund and the licensed facilities.

The State's Tax Revenue

The state will immediately collect tax revenue generated by slot machines. The only specified dedication is $10 million each year to address problem and addictive gambling.

The Slot Machine Purse Fund

Revenue generated for purses and breed programs from slot machine operations at Texas tracks will be able to initially make Texas purses and breed incentive programs regionally competitive with our neighboring states of Louisiana, Arkansas, Oklahoma and New Mexico, and, in the long range, nationally competitive.

The Performance Horse Development Fund

Three Texas-based national equine organizations and the Department of Agriculture will share this revenue. These funds will primarily be used to generate larger prizes, fund growth within the state and strengthen scholarship programs for the non-racing horse industry. The allocation to the Texas Department of Agriculture will be used to create non-racing incentives to bolster the equine-related Texas agri-industry.

Operating Facilities

The portion of revenue received by licensed facilities will ensure that the debt is retired from expenses of building world class facilities, machine purchasing and that enough operating capital is generated. This will maximize the revenue and economic development projections, insuring success for the racing industry and the state. In addition, the Capital Improvement Fund will be established in order to maintain focus on first class racing and animal care facilities.

How It Will Work

The vision

Texas racetrack owners are committed to long-term investments. The racing industry currently employs approximately 36,000 individuals, and represents $5.5 billion of economic activity in the state. With the revenue from state controlled slot machines, the industry plans to develop those investments even further.

Sam Houston Race Park Development Plans

Employing an open-air format with *well planned intra-site transit, ingress and egress, the Master Plan distributes hidden parking and transportation infrastructure throughout the development.*

Developing a destination that builds from the *current racing and entertainment offering, the casino, hotel & spa and lifestyle retail features enhance the experience and combine with the residential, office and convention components to create a work and play environment. The 360-degree approach delivers a welcoming and inviting streetscape from every entrance.*

New urbanism principles inspire *multiple layers of pedestrian level amenities; urban street furniture, covered pathways, natural shade and other architectural features provide relief from the elements and instill a unique sense of place and identity.*

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How It Will Work

The vision

Along with the addition of slot machines, racetrack owners will create world class entertainment locations with cutting edge technology. Among their many amenities, these state of the art facilities would include shops, restaurants, entertainment venues, convention space and much more. In addition to the new investment in non-racing businesses and attractions, there will be significant renovations and expansion of current racing facilities to include redesigned paddocks and suite levels.

Hollywood Casino at Penn National Racecourse
Grantville, Pennsylvania

Hollywood Casino at Penn National Racecourse
Grantville, Pennsylvania

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Why it Will Work

Texans win big

The economic impact of state-controlled slot machines in Texas will be felt throughout the major metropolitan areas around the state, as well as in the Hill Country, the Valley, the Gulf Coast, the western tip of the state in El Paso and the Panhandle.

As the slot machine market matures, the legislature will have hundreds of millions in gaming revenue to spend on important needs like healthcare and public education.

Also, Texas can recapture most of the $2.7 billion a year Texans spend on gambling in neighboring states.

Slot machines at Texas racetracks and Native American reservations will generate $8.5 billion in economic activity and more than 70,000 new permanent jobs. This will bring the total economic impact of the racing industry to more than $13 billion and 100,000 jobs.

The economic impact will span more than 40 sectors of the economy, from tourism, agriculture and manufacturing to transportation, construction and various service industries.

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Why it Will Work
Jobs creation

Detailed Economic Impact of Recaptured Texas Gaming ($Millions)

TABLE 5: Detailed Economic Impact of Texas Gaming ($Millions)

	Output	Value-Added	Earnings	Jobs
Agriculture, etc.	$120.7	$35.5	$14.8	946
Mining	$42.6	$17.7	$7.5	41
Utilities	$170.6	$101.4	$29.9	195
Construction	$52.0	$23.3	$18.5	292
Manufacturing	$808.5	$249.0	$116.7	1,779
Wholesale Trade	$280.1	$179.7	$84.7	982
Retail Trade	$557.1	$329.4	$178.3	5,919
Transport & Warehousing	$222.8	$118.6	$70.4	1,165
Information	$257.0	$138.9	$64.9	722
Finance & Insurance	$460.0	$271.1	$109.8	1,346
Real estate	$741.3	$557.9	$49.2	1,008
Professional Services	$289.9	$202.4	$125.2	1,560
Management of Firms	$64.7	$45.5	$29.8	304
Administrative Services	$180.2	$128.8	$71.9	1,941
Educational Services	$59.7	$33.4	$25.6	666
Health care	$376.4	$233.9	$173.1	3,012
Arts/Entertain/Recreation	$2,413.0	$1,576.8	$912.5	24,444
Lodging & Food Services	$1,174.1	$596.0	$435.8	29,596
Other Services	$206.3	$116.5	$62.0	1,623
Total Annual	**$8,477.1**	**$4,955.9**	**$2,580.7**	**77,540**

Source: TXP

Why it Will Work

Texans believe in it

A statewide voter survey conducted in 2009 showed that 63 percent of voting Texans favor allowing slot machines at racetracks and Indian reservations — the level of support jumped to 75 percent when respondents learned that the proposal would create new jobs and recapture gaming dollars currently being spent by Texans in our neighboring states.

INITIAL SUPPORT LEVELS

Group	*Support*
Conservative Republicans	56%
Moderate-liberal Democrats	76%
African-Americans	67%
Anglos	62%
Hispanics	62%

INFORMED SUPPORT LEVELS

Group	*Support*
Conservative Republicans	68%
Moderate-liberal Democrats	84%
African-Americans	77%
Anglos	73%
Hispanics	79%

SUPPORT *for* NEW STATE TAX REVENUES

Asked to choose between slot machines and other sources of new state tax revenues, respondents stated the following preferences:

New State Tax Revenue Type	*Support*
Taxes on slot machine revenues	60%
Increasing state sales tax	13%
Increasing taxes on oil & gas production	13%
Personal income taxes	5%

The people of Texas want to vote on this issue.

An overwhelming 82 percent of respondents strongly supported being allowed to vote in a constitutional amendment referendum on whether to allow slot machines at the existing racetracks and Indian reservations.

WIN FOR TEXAS

info@winfortexas.com

Glossary

Breeder: A breeder raises and sells horses. In the course of raising horses, breeders pay farm hands, veterinarians, stud fees to other breeders, feed suppliers, animal transporters and other providers.

Handle: The total amount wagered on a race.

Horsemen: The men and women whose work deals directly with racehorses. This group includes owners, trainers, veterinarians and blacksmiths. Also included are persons who transport, equip and feed the horses, as well as those who grow feed.

Pari-mutuel wagering: A type of betting which allows individuals to bet against one another, rather than the house. The holders of winning tickets divide, in proportion to their individual wagers, the total amount bet on the race, net of track expenses. Bettors determine the final odds: e.g., if a large number of bets are placed on a winning animal, the payoff will be low because so many others share the winnings, and vice-versa.

Purse: The economic backbone of the industry. A purse is the total amount of money distributed after a race to the owners of the animals that finished in the top 4 or 5 positions. The winning owners use their purse income to pay the jockey, the animal trainer, the breeder who sold the animal to the owner, and the groom.

Simulcasting: The use of TV monitors at a track to show live races occurring at tracks across the country and around the world. Customers can bet on as many as 30 races per hour, as opposed to waiting 20 to 30 minutes between live races. All Class 1 tracks in Texas offer simulcasting. Though betting on live races is flat, year-round simulcasting has become the largest source of revenue for tracks.

Win, Place & Show: A "win" bet is a bet that a specific animal will win the race. If the win odds on the winning animal are 5 to 2, the payout will be approximately $7 for every $2 wagered ($5 plus the return of the $2 wagered).

A "place" bet is a bet that a particular animal will finish first or second. The winning payoffs for place bets are smaller than for win bets because the top two finishers share the money.

A "show" bet is a bet that a particular animal will finish in the top 3. The payoffs for show bets are smaller still, because the top 3 finishers share this pool.

AI-25183 **7.D.**

Hidalgo County Historical Commission

CC REGULAR

Date:	02/14/2011
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Historical Commission:
1. Presentation of report from the Hidalgo County Historical Commission.
2. Approval for the appointment/reappointment of members to the Hidalgo County Historical Commission.

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	02/03/2011 03:14 PM	APRV
2	Roland Garcia	Rolando Garcia	02/03/2011 03:40 PM	APRV
3	Auditor's Office		02/11/2011 07:44 AM	NEW
Form Started By: Erika Reyna			Started On: 02/03/2011 02:51 PM	
Final Approval Date: 02/11/2011				

AI-25271 **8.A.**

Chapter 59 Asset Forfeiture Report-Constable Pct 5

CC REGULAR

Date:	02/14/2011
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Submitted For:	Danny Marichalar
Department:	EXECUTIVE OFFICE
Agenda Category:	Constables

Information

CAPTION

Constable Pct. #5:
Approval to submit revised FY 2010 Chapter 59 Asset Forfeiture Audit Reporting Form to Office of the Attorney General, previously approved by court on 2/1/11.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Submittal of report does not require funding.

Attachments

Link: report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/10/2011 09:58 AM	APRV
2	Rosalinda Cantu	Angela Garcia	02/10/2011 01:26 PM	APRV
3	Sylvia Solis	Sylvia Solis	02/10/2011 03:02 PM	APRV
4	Auditor's Office		02/11/2011 07:44 AM	NEW
Form Started By: Monica Badillo			Started On: 02/10/2011 09:29 AM	
Final Approval Date: 02/11/2011				

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. $ Ø

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..... $ Ø

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

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)..... $ Ø

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

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. $ 1,622.00

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. $ Ø

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.

$ Ø

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.

$ Ø

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

$ Ø

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

$ 1,622.00

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.)				Ø
2) REAL PROPERTY (Count each parcel seized as one item)				Ø
3) COMPUTERS (Include computer and attached system components, such as printers and monitors, as one item)				Ø
4) FIREARMS (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18.)				Ø
5) Other Property - Description: _____				Ø
Other Property -Description: _____				Ø
Other Property -Description: _____				Ø

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

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

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): _____

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): Daniel Marichalar

SIGNATURE: Daniel Marichalar

DATE: 2/9/11

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 9 day of February, 20 11.

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

Roxanne Elizondo
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-25216 **9.A.**

Cellular Phone Request

CC REGULAR

Date:	02/14/2011
Submitted By:	Myra Montoya, SHERIFF DEPT.
Submitted For:	Myra Montoya
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

Pursuant to Hidalgo County Cellular Telephone Policy, presentation, acceptance and approval of Wireless Device Request Form (Cell Phone Upgrades and Cell Phone Line Additions) for the following:

1. Approval of Requisition #189723 for cell phone upgrades. Purchase consist of 28 Sanyo Taho (Rugged, flip, water resistant) phones at $0.99 each and 28 LG Optimus S (Android) - PDA phones at $0.99 each for a total of $55.44.

2. Approval of Requisition #189734 for cell phone line additions. Purchase consist of 3 Sanyo Taho (rugged, flip, water resistan) phones at $0.99 each and 4 LG Optimus S (Android)-PDA phones at $0.99 each for a total of $6.93

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-421-00-280-001-0-619

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

BUDGETARY IMPACT:

Item 1:
Amount available in requisition#189723 as of 2-10-11 $55.44 for Sprint

Item 2:
Amount available in requisition#189734 as of 2-10-11 $6.93 for Sprint

Attachments

Link: Req#189723

Link: Req# 189734

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	02/09/2011 11:32 AM	APRV
2	Budget & Management	Angela Garcia	02/09/2011 02:16 PM	APRV
3	Manuel Chapa	Manuel Chapa	02/10/2011 10:11 AM	APRV

4	Auditor's Office	02/11/2011 07:44 AM	NEW
Form Started By: Myra Montoya		Started On: 02/08/2011 04:16 PM	
Final Approval Date: 02/11/2011			

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

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

COUNTY OWNED / ASSIGNED CELL PHONE :

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

DEPARTMENT: Hidalgo County Sheriff's Office DEPT #: 280

Quantity: 56

Service: $ 0.00 /mo (x) 0 months = $0.00 Account:_____-532

Service: $ 0.99 /mo (x) 1 months = $55.44 Account: 1-1100-421-00-280-001-0-619/664

Requisition Total: $55.44 **Requisition Number:** 189723

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

Signature	Print Name	Date
	Anacleto Martinez	02/08/11

(4) Executive Office Authorization:

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ See Attachement
☐

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

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

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

Revised: 1/21/2009

Requisition# 189723

Sprint Together with Nextel

CDMA Quotation - Estimated Cost - Upgrades

Customer Information

Customer Name:	Hidalgo County Sheriffs Office
Financial Contact Name:	Chief Martinez/Lt. Ozuna/Rosie Hinojosa
Address:	PO BOX 1228
City:	Edinburg
State:	TX
Zip:	78540
Financial Contact Phone:	956-393-6024
Email Address:	richard.ozuna@hidalgoso.org
Acct # (if applicable):	BAN 522183584

Sales Representative Information

Name & Title:	Robert Hahn - Public Sector Account Executive
Phone:	956-227-8642 robert.hahn@sprint.com
Address:	1300 N. 10th Street. Suite 420
	McAllen TX 78501

EFT/Contract Information

Financial Instution:	United Missouri Bank - 1008 Oak Street, Kansas City, MO 64106
ACH Coordinator:	Judy Sweeze - 816-860-3821
Routing Transit Number:	
Depositor Account Title:	Sprint PCS
Depositor Acccount Number:	9870994712
Remit To Address:	P.O. Box 219554, Kansas City, MO 64121
Vendor PO Address:	12524 Sunrise Valley Drive, Reston, VA 20196
Contract Vehicle & Number:	DIR-SDD-611
Cage Code:	
DUNS #:	
Tax ID #	
Doing Business As:	Sprint

Quote Date:	18-Jan-11	Contract Vehicle being utilized: DIR-SDD-611	Control # : 110118
Expiration Date:	31-Jan-11	Fully Competed, Early Termination Fee: $0.00	(YYMMDDConsecutive##Initials)
		Upgrade Eligible: 12 Month/Flat Rate Price	

Equipment Upgrade Special Pricing - One Time Charges (56 lines)

Qty.	Model	DIR Contract Flat Rate Price			Unit Item Price	Extended Item Price
28	Sanyo Taho (Rugged, Flip, Water Resistant) ($299.99 MSRP) - **12 month renewal**	$99.99			$0.99	$27.72
28	LG Optimus S (Android) - PDA ($299.99 MSRP) - **12 month renewal**	$49.99			$0.99	$27.72
	Total				***Subtotal for One Time Charges***	**$55.44**

Rate Plans & Services - Monthly Charges: (29,850 Min Pool)

Qty.	Rate Plan	MRC		MRC Includes Appliciable Discounts	Extended Monthly Price
25	Business Advantage Messaging & Data 450 w/Anymobile Anytime		$53.89		$1,347.25
28	Business Advantage Talk 450 w/Unlimited Messaging		$37.30		$1,044.40
3	Business Advantage Messaging & Data 2000 w/Anymobile Anytime		$100.09		$300.27
56	Total Equipment Protection - TEP		$7.00		$392.00
	Total Estimated Monthly Service Charges:*			***Subtotal for Monthly Charges***	**$3,083.92**
	Total Estimated Monthly Service Charges (12 Months):*			***Subtotal for Annual Expense***	**$37,007.04**
	****This is not a bill or an invoice****			**Average Cost/User**	**$55.07**

*This Quick Quote Estimation Tool is intended to provide approximate cost information about Sprint products and services. Additional taxes, fees and other charges may apply. Offers are subject to change at any time. Other conditions may apply. Some services may be provided and billed through third parties. Pricing and promotions may have expiration dates, limited availability and term requirements.PLEASE NOTE THAT ANY PROMOTIONAL DISCOUNTS BASED ON A TERM COMMITMENT THAT APPLY TO THE PURCHASE OF SPRINT PCS DEVICES IS A FORWARD DISCOUNT. SHOULD YOUR AGENCY CANCEL AT ANY TIME (PRIOR TO THE END OF THE CONTRACT TERM) FOR CONVENIENCE, YOUR AGENCY WILL BE RESPONSIBLE TO PAY BACK THE FORWARD DISCOUNT ABOVE ON EACH SPRINT PCS DEVICE PURCHASED, See Terms & Conditions page, your Sprint Nextel representative or visit www.sprint.com for more information.

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

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

COUNTY OWNED / ASSIGNED CELL PHONE :

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

DEPARTMENT: Hidalgo County Sheriff's Office DEPT #: 280

Quantity: 7

Service: $ 0.00 /mo (x) 0 months = $0.00 Account:_____-532

Service: $ 0.99 /mo (x) 1 months = $6.93 Account: 1-1100-421-00-280-001-0-619/664

Requisition Total: $6.93 **Requisition Number:** 189734

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

Signature	Anacleto Martinez	02/08/11
	Print Name	Date

(4) Executive Office Authorization:

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ See Attachement
☐

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

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

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

Revised: 1/21/2009

Requisition# 189734

Sprint Together with Nextel — CDMA Quotation - Estimated Cost - 7 New Lines

Customer Information

Customer Name:	Hidalgo County Sheriffs Office
Financial Contact Name:	Chief Martinez/Lt. Ozuna/Rosie Hinojosa
Address:	PO BOX 1228
City:	Edinburg
State:	TX
Zip:	78540
Financial Contact Phone:	956-393-6024
Email Address:	richard.ozuna@hidalgoso.org
Acct # (if applicable):	BAN 522183584

Sales Representative Information

Name & Title:	Robert Hahn - Public Sector Account Executive
Phone:	956-227-8642 robert.hahn@sprint.com
Address:	1300 N. 10th Street. Suite 420
	McAllen TX 78501

EFT/Contract Information

Financial Instution:	United Missouri Bank - 1008 Oak Street, Kansas City, MO 64106
ACH Coordinator:	Judy Sweeze - 816-860-3821
Routing Transit Number:	
Depositor Account Title:	Sprint PCS
Depositor Acccount Number:	9870994712
Remit To Address:	P.O. Box 219554, Kansas City, MO 64121
Vendor PO Address:	12524 Sunrise Valley Drive, Reston, VA 20196
Contract Vehicle & Number:	DIR-SDD-611
Cage Code:	
DUNS #:	
Tax ID #	
Doing Business As:	Sprint

Quote Date:	25-Jan-11	Contract Vehicle being utilized: DIR-SDD-611	Control # : 110125
Expiration Date:	2-Feb-11	Fully Competed. Early Termination Fee: $0.00	(YYMMDDConsecutive##Initials)
		Upgrade Eligible: 12 Month/Flat Rate Price	

Equipment Upgrade Special Pricing - One Time Charges (7 lines)

Qty.	Model	DIR Contract Flat Rate Price			Unit Item Price	Extended Item Price
3	Sanyo Taho (Rugged, Flip, Water Resistant) ($299.99 MSRP) - **12 month DIR**	$99.99			$0.99	$2.97
4	LG Optimus S (Android) - PDA ($299.99 MSRP) - **12 month DIR**	$49.99			$0.99	$3.96
	Total				***Subtotal for One Time Charges***	**$6.93**

Rate Plans & Services - Monthly Charges: (3150 additional pooled minutes + 29850 existing = 33,000 Min Pool)

Qty.	Rate Plan	MRC		MRC Includes Appliciable Discounts	Extended Monthly Price
4	Business Advantage Messaging & Data 450 w/Anymobile Anytime	$53.89			$215.56
3	Business Advantage Talk 450 w/Unlimited Messaging	$37.30			$111.90
7	Total Equipment Protection - TEP	$7.00			$49.00
	Total Estimated Monthly Service Charges:*			***Subtotal for Monthly Charges***	**$376.46**
	Total Estimated Monthly Service Charges (12 Months):*			***Subtotal for Annual Expense***	**$4,517.52**
	****This is not a bill or an invoice****			**Average Cost/User**	**$53.78**

*This Quick Quote Estimation Tool is intended to provide approximate cost information about Sprint products and services. Additional taxes, fees and other charges may apply. Offers are subject to change at any time. Other conditions may apply. Some services may be provided and billed through third parties. Pricing and promotions may have expiration dates, limited availability and term requirements.PLEASE NOTE THAT ANY PROMOTIONAL DISCOUNTS BASED ON A TERM COMMITMENT THAT APPLY TO THE PURCHASE OF SPRINT PCS DEVICES IS A FORWARD DISCOUNT. SHOULD YOUR AGENCY CANCEL AT ANY TIME (PRIOR TO THE END OF THE CONTRACT TERM) FOR CONVENIENCE, YOUR AGENCY WILL BE RESPONSIBLE TO PAY BACK THE FORWARD DISCOUNT ABOVE ON EACH SPRINT PCS DEVICE PURCHASED. See Terms & Conditions page, your Sprint Nextel representative or visit www.sprint.com for more information.

AI-25231 **10.B.**

UPL 1st Quarter 2011 Draw Down

CC REGULAR

Date:	02/14/2011
Submitted By:	Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.
Submitted For:	Dairen Sarmiento
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

Discussion, consideration and approval to transfer $2,125,000 to the County of Hidalgo Medicaid Supplemental Program Escrow Account for Indigent Health Care expenditures for the 1st Quarter of Fiscal Year 2011.

BACKGROUND

Next IGT will be on February 24th, for settlement on February 25th. Gjerset & Lorenz, LLP, will be sending instructions on transferring the funds.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-444-00-240-004-1-843

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

BUDGETARY IMPACT:

Available account balance as of 2-10-11 $8,500,000.00

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management		02/11/2011 07:44 AM	PEND
2	Manuel Chapa	Manuel Chapa	02/10/2011 08:36 AM	APRV
3	Auditor's Office		02/11/2011 07:44 AM	NEW

Form Started By: Dairen Sarmiento Started On: 02/09/2011 09:37 AM

Final Approval Date: 02/11/2011

AI-25283 **11.A.**

Action of Burn Ban

CC REGULAR

Date:	02/14/2011
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Fire Marshal's Office

Information

CAPTION

Discussion and action on Burn Ban for 90 days.

BACKGROUND

Fiscal Impact

Attachments

Link: burn ban

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/10/2011 02:38 PM	APRV
2	Auditor's Office		02/11/2011 07:44 AM	NEW

Form Started By: Angela Garcia Started On: 02/10/2011 02:36 PM

Final Approval Date: 02/11/2011

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

ORDER RESTRICTING OUTDOOR BURNING

WHEREAS, the Commissioners' Court finds that circumstances present in all or part of the county create a public safety hazard that would be exacerbated by outdoor burning:

IT IS HEREBY ORDERED by the Commissioners Court of Hidalgo County that outdoor burning is restricted in the unincorporated area of the county to include any incorporated city that does not have its' own fire suppression resources, and extra-territorial jurisdiction area and any property immediately adjacent to for 90 days from the date of adoption of this Order, unless the restrictions are terminated earlier based on a determination made by the Texas Forest Service or this Court.

This Order does not prohibit outdoor burning activities related to public health and safety that are authorized by the Texas Commission on Environmental Quality for (1) firefighter training; (2) public utility, natural gas pipelines or mining operations; (3) planting or harvesting of agricultural crops; or, (4) burns that are conducted by a prescribed burn manager certified under Section 153.047, Natural Resources Code;

And any burning of household trash will be allowed under the auspices of a "Burn Permit" issued by and at the discretion of the County Fire Marshal's Office. The burning of trash will be conducted within a recommended container with a lid and be supervised by a responsible party from ignition until extinguished.

This restriction does not apply to any outdoor cooking activities that take place within a cooking apparatus. Outdoor cooking fires will be supervised by a responsible party from ignition until extinguishment.

Outdoor burning of any kind is prohibited on any day when "FIRE WATCH or RED-FLAG" weather advisory is issued by the National Weather Service. Notification of those days shall be via commercial news stations and the County's web-site.

In accordance with Local Government Code § 352.081(h), a violation of this order is a Class C misdemeanor, punishable by a fine not to exceed $500.00.

ADOPTED this _____ day of _____, 2011 by a vote of _____ ayes and _____ nays.

_____
Ramon Garcia, County Judge

_____
Joel Quintanilla
Commissioner, Precinct 1

_____
Hector "Tito" Palacios
Commissioner, Precinct 2

_____
Joe M. Flores,
Commissioner, Precinct 3

_____
Joseph Palacios
Commissioner, Precinct 4

Attest:

_____
Arturo Guajardo, Jr., County Clerk

AI-25218 **12.A.**

Wireless Device Request Form
CC REGULAR

Date: 02/14/2011
Submitted By: Griselda Salazar, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Category: IT Department

Information

CAPTION

Hidalgo County WIC:
Authorization to purchase through the County's membership/participation with CONTRACT: DIR-SDD-604 (Requisition#187716) with awarded vendor VERIZON WIRELESS for the following:

Qty:	Description:	Department:	User:	Service Total:	Equipment Total:
1	Data Card	Hidalgo County WIC	Office Use	Unlimited Plan $37.99/mo + Taxes/Fees $5.00/mo=$42.99/mo	$0

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1292-441-00-350-001-1-532
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Amount available in Requisition# 187716 in the amount of $343.92 as of 2/10/11 for Verizon Wireless.

Attachments

Link: Request Form W.1.2
Link: Requisition# 187716

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	02/09/2011 10:32 AM	APRV
2	Erika Zamora	Erika Zamora	02/10/2011 10:56 AM	APRV
3	Auditor's Office		02/11/2011 07:44 AM	NEW

Form Started By: Griselda Salazar Started On: 02/08/2011 04:28 PM

Final Approval Date: 02/11/2011

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: Office Use Employee ID# N/A Signature: _____

DEPARTMENT: WIC DEPT #: 1292

Quantity: 1

Service: $ 37.99 /mo (x) 8 months = ~~0.00~~ 303.92 Account: 1.1292.441.00.350.001.1. -532

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

Requisition Total: 343.92 **Requisition Number:** 187716

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

Norma L Longoria — Signature
Norma L. Longoria — Print Name
2/1/2011 — Date

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

_____ — Signature
Valde Guerra — Print Name
2/2/11 — 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
W.I.C. PROGRAM

Req # 00187716
PO #
Date: 01/07/11

Bill To: x
x

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

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

Contact: MGONZALEZ
956-381-4646

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DATA CARD FOR WIC PROGRAM DO NOT DUPLICATE ORDER		
8.00	MONTH	DATA CARD FOR WIC PROGRAM 92025 (37.00 FOR SERVICES + 5.99 TAXES & FEES) FEB-SEPT. 2011	42.99	343.92
		Account No	Encumbrance	
		1-1292-441-00-350-001-1-532	343.92	
			Freight	.00
			Total	343.92
		OVERRIDEN BY JANIE ALVAREZ		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-25226 **12.B.**

Wireless Plan Upgrade
CC REGULAR

Date: 02/14/2011
Submitted By: Griselda Salazar, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Category: IT Department

Information

CAPTION

Planning Dept.:
Authorization to upgrade cell phone plans through the County's membership/participation with CONTRACT: DIR-SDD-604 (REQUISITION#189600) with awarded vendor VERIZON WIRELESS for the following:

Qty:	Department:	User:	Plan Upgrade:	Phone Number:
1	Planning	Jose R. Tovar	Nationwide Unlimited Talk & Text @ $72.89 + $5.00 Taxes/Fees = $77.89/mo	956-648-7780
1	Planning	Humberto Garza	Nationwide Unlimited Talk & Text @ $72.89 + $5.00 Taxes/Fees = $77.89/mo	956-648-7857
1	Planning	Roy Cantu	Nationwide Unlimited Talk & Text @ $72.89 + $5.00 Taxes/Fees = $77.89/mo	956-648-7860
1	Planning	Rodolfo Rios	Nationwide Unlimited Talk @ $56.69 + $5.00 Taxes/Fees = $61.69/mo	956-648-7923
1	Planning	Gilberto Pecina	Nationwide Talk Small Business Plan Share 4000 mins. @ $39.15 + $5.00 Taxes/Fees = $44.15/mo	956-648-7053
1	Planning	Edgar Isidro	Nationwide Talk Small Business Plan Share 4000 mins. @ $39.15 + $5.00 Taxes/Fees = $44.15/mo	956-648-7812
1	Planning	Efrain Ceballos	Nationwide Talk Small Business Plan Share 4000 mins. @ $39.15 + $5.00 Taxes/Fees = $44.15/mo	956-648-7006
1	Planning	Jonathan Isidro	Nationwide Talk Small Business Plan Share 4000 mins. @ $39.15 + $5.00 Taxes/Fees = $44.15/mo	956-515-6020
1	Planning	Arturo A. Hernandez	Nationwide Talk Small Business Plan Share 4000 mins. @ $39.15 + $5.00 Taxes/Fees = $44.15/mo	956-515-6860

BACKGROUND

Fiscal Impact

Attachments

Link: Quotes
Link: Request Form W.1.3
Link: Requisition# 189600

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	02/09/2011 10:32 AM	APRV
2	Olga Garza		02/11/2011 07:44 AM	PEND

Form Started By: Griselda Salazar

Started On: 02/09/2011 08:59 AM

Final Approval Date: 02/11/2011

SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

Wireless Proposal for: Hidalgo County

Code	Rate Plan:	# of Lines	Discounted Monthly Access	Included Minutes	Overage	Monthly Cost	Yearly Cost
77216	NATIONWIDE TALK SMALL BUSINESS SHR PRIMARY 4000 S5336 $190 0509	1	$155.80	4,000	$0.35	$155.80	$1,869.60
77217	NATIONWIDE TALK SMALL BUSINESS SHR SECONDARY 4000 S5336 $9.99 0509	4	$9.99	0	$0.00	$39.96	$479.52
			$0.00	0	$0.00	$0.00	$0.00
	Total	5	$165.79	4000		$195.76	$2,349.12

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

Rate Plan & Feature Estimated Yearly Cost:	$2,349.12

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

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

Equipment Estimated Cost:	$0.00

Additional Notes:

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

** All applicable discounts have already been applied

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

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

The prices of equipment in the attached Government Equipment Matrix have been discounted and are in effect through 04/25/2011 for new cellular service activations and eligible equipment upgrades. Equipment purchased without service activation is not eligible for discounted pricing and will be charged full retail price. A wireless device must be in service for a minimum of 10 months to be eligible for an equipment upgrade at the discounted pricing regardless of contract vehicle chosen. If you choose to upgrade or replace equipment due to loss or theft of your device prior to completing 10 months of service, you may be charged full retail price. This offer cannot be combined with any other offer. Other restrictions or charges may apply. Prices are subject to change without notice and quantities may be limited. Please contact your sales representative at the time of purchase for the latest equipment pricing.

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

Submitted
1/25/11

SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

Wireless Proposal for: Hidalgo County Planning

Code	Rate Plan:	# of Lines	Discounted Monthly Access	Included Minutes	Overage	Monthly Cost	Yearly Cost
83234	Nationwide Unlimited Talk and Text	3	72.89	Unlimited	$0.00	$218.67	$2,624.04
83233	Nationwide Unlimited	1	$56.69	Unlimited	$0.00	$56.69	$680.28
			#N/A	0	$0.00	#N/A	#N/A
	Total	4		0		$275.36	$3,304.32

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

Rate Plan & Feature Estimated Yearly Cost: **$3,304.32**

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

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

Equipment Estimated Cost: **$0.00**

Additional Notes:

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

** All applicable discounts have already been applied

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

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

The prices of equipment in the attached Government Equipment Matrix have been discounted and are in effect through 09/25/10 for new cellular service activations and eligible equipment upgrades. Equipment purchased without service activation is not eligible for discounted pricing and will be charged full retail price. A wireless device must be in service for a minimum of 10 months to be eligible for an equipment upgrade at the discounted pricing regardless of

contract vehicle chosen. If you choose to upgrade or replace equipment due to loss or theft of your device prior to completing 10 months of service, you may be charged full retail price. This offer cannot be combined with any other offer. Other restrictions or charges may apply. Prices are subject to change without notice and quantities may be limited. Please contact your sales representative at the time of purchase for the latest equipment pricing.

Cellular Accessories: Verizon Wireless provides a variety of accessories to compliment and enhance the usefulness of the various cellular telephone models it

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

275.36
195.74
$ 571.12

Submitted
1/5/11

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

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

(956) 648-7780

COUNTY OWNED / ASSIGNED CELL PHONE :

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

DEPARTMENT: Planning Dept. DEPT #: 140619

Quantity: 1

Service: $ 77.89 /mo (x) 10 months = $778.90 Account: 1-1100-419-10-210-001-0-532

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

Requisition Total: $778.90 **Requisition Number:** 189600

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

[signature] Tomas J. Arredondo 2-9-11
Signature Print Name Date

(4) Executive Office Authorization:

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

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

Commissioner's Court Action: **Commissioner's Court Date:** 2-14-11

☐ **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: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

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

(956) 648-7857

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Humberto Garza Employee ID# 100315 Signature: X

DEPARTMENT: Planning Dept. DEPT # 210

Quantity: 1

Service: $ 77.89 /mo (x) 10 months = $778.90 Account: 1-1100-419-10-210-001-0 532

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

Requisition Total: $778.90 **Requisition Number:** 189600

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

Signature | Tomas J. Acredondo | 2-9-11
Print Name | Date

(4) Executive Office Authorization:

Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

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

Commissioner's Court Action: **Commissioner's Court Date:** 2-14-11

☐ **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: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

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

(956) 648-7860

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Roy Cantu Employee ID# 158887 Signature: X Roy Cantu

DEPARTMENT: Planning Dept. DEPT #: 210

Quantity: 1

Service: $ 77.89 /mo (x) 10 months = $778.90 Account: 1-1100-419-10-210-001-0-532

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

Requisition Total: $778.90 **Requisition Number:** 189600

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

T. C. Tomas J. Acredondo 2-9-11

Signature Print Name Date

(4) Executive Office Authorization:

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☒ Nationwide Unlimited Talk & Text

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

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

Commissioner's Court Action: **Commissioner's Court Date:** 2-14-11

☐ **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: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

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

(956) 648-7923

COUNTY OWNED / ASSIGNED CELL PHONE :

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

DEPARTMENT: Planning Dept. DEPT #: 210

Quantity: 1

Service: $ 61.69 /mo (x) 10 months = $616.90 Account 1-1100-419-10-210-001-0 532

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

Requisition Total: $616.90 **Requisition Number:** 189600

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

Signature	Print Name	Date
	Tomas J. Ascedondo	2-9-11

(4) Executive Office Authorization:

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

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

Commissioner's Court Action: **Commissioner's Court Date:** 2-14-11

☐ **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: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

(956) 648-7053

COUNTY OWNED / ASSIGNED CELL PHONE :

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

DEPARTMENT: Planning Dept DEPT #: 210

Quantity: 1

Service: $ 44.15 /mo (x) 10 months = $441.50 Account: 1-1100-419-10-210-001-0-532

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

Requisition Total: $441.50 **Requisition Number:** 189600

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

Signature Tomas J. Arredando Print Name 2-9-11 Date

(4) Executive Office Authorization:

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☒ **VERIZON Nationwide Talk Small Business Share Plan** 4000 minutes **-or-**

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

Commissioner's Court Action: **Commissioner's Court Date:** 2-14-11

☐ **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: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

(956) 648-7812

COUNTY OWNED / ASSIGNED CELL PHONE :

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

DEPARTMENT: Planning Dept. DEPT #: 210

Quantity: 1

Service: $ 44.15 /mo (x) 10 months = $441.50 Account: 1-1100-419-10-210-001-0-532

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

Requisition Total: $441.50 **Requisition Number:** 189600

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

Signature | Tomas J. Arredondo (Print Name) | 2-9-11 (Date)

(4) Executive Office Authorization:

Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☒ **VERIZON Nationwide Talk Small Business Share Plan** 4000 minutes **-or-**

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

Commissioner's Court Action: **Commissioner's Court Date:** 2-14-11

☐ **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: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

(956) 6487006

COUNTY OWNED / ASSIGNED CELL PHONE :

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

DEPARTMENT: Planning Dept. DEPT #: 210

Quantity: 1

Service: $ 44.15 /mo (x) 10 months = $441.50 Account: 1-1100-419-10-210-001-0-532

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

Requisition Total: $441.50 **Requisition Number:** 189600

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

Signature	Print Name	Date
	Tomas J. Acredondo	2-9-11

(4) Executive Office Authorization:

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☒ **VERIZON Nationwide Talk Small Business Share Plan** 4000 minutes -or-

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

Commissioner's Court Action: **Commissioner's Court Date:** 2-14-11

☐ **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: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

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

(956)515-6020

COUNTY OWNED / ASSIGNED CELL PHONE :

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

DEPARTMENT: Planning Dept. DEPT # 210

Quantity: 1

Service: $ 44.15 /mo (x) 10 months = $441.50 Account: 1-1100-419-10-210-001-0-532

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

Requisition Total: $441.50 **Requisition Number:** 189600

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

[signature] Tomas J. Accedondo 2-9-11
Signature Print Name Date

(4) Executive Office Authorization:

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

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

Commissioner's Court Action: **Commissioner's Court Date:** 2-14-11

☐ **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: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

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

(956) 515-6860

COUNTY OWNED / ASSIGNED CELL PHONE :

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

DEPARTMENT: Planning Dept. DEPT #: 210

Quantity: 1

Service: $ 44.15 /mo (x) 10 months = $441.50 Account: 1-1100-419-10-210-001-0-532

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

Requisition Total: $441.50 **Requisition Number:** 189600

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

Signature	Tomas J. Acredondo Print Name	Date
	2-9-11	2-9-11

(4) Executive Office Authorization:

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

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

Commissioner's Court Action: **Commissioner's Court Date:** 2-14-11

☐ **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: 1/21/2009

Requisition

Req # 00189600

PO #

Date: 02/07/11

Bill To: x
x

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

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

Contact: Irma Castillo
956-318-2840

Contract No:

Special Instructions:
Req. #21

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		Cellular Phones for Nine Employees for the year 2011 (PRODUCT CLASS USED IN THIS P.O. IS 91575) DO NOT DUPLICATE ORDER		
10.00	MONTH	83234 Nationwide Unlimited Talk and Text: Unlimited Talking and Texting for three phones; $218.67 ÷ 3= $72.89 + $5.00 (Federal Taxes and Fees each phone) =$77.89 monthly fee for each phone; $77.89 x 3 Cell phones= $233.67 Monthly fee for all 3 Cell Phones; Jose Tovar-(956) 648-7780; Humberto Garza-(956)648-7857; and Roy Cantu-(956)648-7860.	233.67	2,336.70
10.00	MONTH	83233 Nationwide Unlimited Talk for one phone: Unlimited talk minutes only(No Texting) at $56.69 + $5.00 Federal Taxes and Fees = $61.69 monthly fee: Rudy Rios (956)648-7923	61.69	616.90
10.00	MONTH	Nationwide Talk Small Business SHR Primary 4000 S5336 $190 0509- Five Cellular Phones totaling $195.76 monthly cost ($195.76 ÷ 5 cell phones=$39.15 monthly fee each) $39.15 each + $5.00 each for Federal Taxes and fees=$44.15. $44.15 total monthly fees each phone x 5 cell phones= $220.76 Monthly fee for all 5 Cell Phones: Arturo A. Hernandez (956)515-6860, Gilbert Pecina-(956)648-7053, Edgar Isidro-(956)648-7812, Jonathan Isidro-(956)515-6020, Efrain Ceballos-(956)648-7006	220.76	2,207.60
				.00
1.00				.00
		Account No	Encumbrance	
		1-1100-419-10-210-001-0-532	5,161.20	
			Freight	.00
			Total	5,161.20
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-25229 **13.A.**

Public Hearing / Amendment - Pct. #4

CC REGULAR

Date:	02/14/2011
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Monica Leal
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

1. Public Hearing concerning a proposed Program Amendment for Hidalgo County Precinct No. 4. The proposed amendment will add additional streets to the Urban County Program work plan Years 20, 21 & 22 (2007, 2008 & 2009).

2. Requesting approval of a Program Amendment for Hidalgo County Precinct No. 4, Years 20, 21 & 22 (2007,2008 & 2009) Urban County Program work plan. The proposed amendment will add additional streets to its street improvements activity.

BACKGROUND

The proposed amendment for Hidalgo County Precinct No. 4 will add additional streets to its Street Improvements Activities Years 20, 21 & 22 (2007, 2008 & 2009). A Public Hearing was held on February 14, 2011 at 9:30 am. and citizen participation requirements have been met. See attached detailed advertised amendment.

The proposed amendment for Precinct 4, Years 20, 21 & 22 (2007, 2008 & 2009) will add the following:
Paving construction and/or overlays to (1). Brushline Rd. (Benito Ramirez to FM 2812), (2). Cibolo Rd. (W. of Hwy 281), (3). Ingle Rd (between Seminary Rd. to East of Barb Mar Rd), (4). Mile 11 (between Mon Mack Rd. to Big Five Rd.), (5). Rogers Rd. (AKA mile 18 N.) W of Alamo Rd./FM 907, (6). Rogers Rd. (AKA mile 18 N.) between Alamo Rd./FM 907 & Tower Rd., (7). Terry Rd. (between FM 2812 to Rogers Rd.) and (8). Owassa Rd. (between Veterans Dr. ("I" Rd.) to Fir St). This will include but not limited to engineering fees, advertisements, testing and any related appurtenance that pertain to project completion.

Fiscal Impact

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

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

BUDGETARY IMPACT:

Proposed program amendment will be utilizing Urban County Year 20 (2007), Year 21 (2008) and Year 22 (2009) funds. No budget increase to proposed amendment.

Attachments

Link: precinct amendment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	02/09/2011 02:31 PM	APRV
2	Perla Lopez	Perla Lopez	02/09/2011 03:45 PM	APRV
3	Auditor's Office		02/11/2011 07:44 AM	NEW

Form Started By: Estella Webber Started On: 02/09/2011 09:17 AM

Final Approval Date: 02/11/2011

PUBLIC HEARING NOTICE
HIDALGO COUNTY PRECINCT NO. 4
URBAN COUNTY PROGRAM
PROGRAM AMENDMENT

Published on: February 10, 2011

In compliance with Community Development Block Grant (CDBG) requirements, Hidalgo County Precinct No. 4 will conduct a Public Hearing to solicit input from interested parties on the Precinct's proposed Program Amendment to its Urban County program, **Year 20 (2007), Year 21 (2008) and Year 22 (2009).**

The Public Hearing will be held on **Monday, February 14, 2011 at 9:30 a.m.** at the Hidalgo County Administration Building located at 100 East Cano, Edinburg, Texas 78539.

The following are the proposed Program Amendments for your consideration:

Existing Budget	**Urban County Year 20 (2007)**	**Proposed Budget**
$407,712.00	Street Improvements	$407,712.00
$407,712.00		$407,712.00

The proposed amendment to the Street Improvements Activity will **add** paving construction and/or overlays to **1. Brushline Rd.** (Benito Ramirez to FM 2812), **2. Cibolo Rd.** (W. of Hwy 281), **3. Ingle Rd** (between Seminary Rd. to East of Barb Mar Rd), **4. Mile 11** (between Mon Mack Rd. to Big Five Rd.), **5. Rogers Rd.** (AKA mile 18 N.) W of Alamo Rd./FM 907, **6. Rogers Rd.** (AKA mile 18 N.) between Alamo Rd./FM 907 & Tower Rd., **7. Terry Rd.** (between FM 2812 to Rogers Rd.) and **8. Owassa Rd.** (between Veterans Dr. ("I" Rd.) to Fir St). This will include but not limited to engineering fees, advertisements, testing and any related appurtenance that pertain to project completion. The proposed program amendment will not affect the original budget.

Existing Budget	**Urban County Year 21 (2008)**	**Proposed Budget**
$309,300.00	Street Improvements	$309,300.00
$309,300.00		$309,300.00

The proposed amendment to the Street Improvements Activity will **add** paving construction and/or overlays to **1. Brushline Rd.** (Benito Ramirez to FM 2812), **2. Cibolo Rd.** (W. of Hwy 281), **3. Ingle Rd** (between Seminary Rd. to East of Barb Mar Rd), **4. Mile 11** (between Mon Mack Rd. to Big Five Rd.), **5. Rogers Rd.** (AKA mile 18 N.) W of Alamo Rd./FM 907, **6. Rogers Rd.** (AKA mile 18 N.) between Alamo Rd./FM 907 & Tower Rd., **7. Terry Rd.** (between FM 2812 to Rogers Rd.) and **8. Owassa Rd.** (between Veterans Dr. ("I" Rd.) to Fir St). This will include but not limited to engineering fees, advertisements, testing and any related appurtenance that pertain to project completion. The proposed program amendment will not affect the original budget.

Existing Budget	**Urban County Year 22 (2009)**	**Proposed Budget**
$279,875.91	Street Improvements	$279,875.91
$279,875.91		$279,875.91

The proposed amendment to the Street Improvements Activity will **add** paving construction and/or overlays to **1. Brushline Rd.** (Benito Ramirez to FM 2812), **2. Cibolo Rd.** (W. of Hwy 281), **3. Ingle Rd** (between Seminary Rd. to East of Barb Mar Rd), **4. Mile 11** (between Mon Mack Rd. to Big Five Rd.), **5. Rogers Rd.** (AKA mile 18 N.) W of Alamo Rd./FM 907, **6. Rogers Rd.** (AKA mile 18 N.) between Alamo Rd./FM 907 & Tower Rd., **7. Terry Rd.** (between FM 2812 to Rogers Rd.) and **8. Owassa Rd.** (between Veterans Dr. ("I" Rd.) to Fir St). This will include but not limited to engineering fees, advertisements, testing and any related appurtenance that pertain to project completion. The proposed program amendment will not affect the original budget.

ACCOMODATIONS FOR INDIVIDUALS WITH HANDICAPS SHALL BE PROVIDED UPON REQUEST.

LAS PRESENTACIONES SE HARAN EN ESPANOL PARA AQUELLAS PERSONAS QUE ASI LO DESEEN.

FOR MORE INFORMATION, PLEASE COME BY OUR OFFICE OR CALL (956) 383-3112.

WRITTEN COMMENTS CAN BE FORWARDED TO:
COMMISSIONER JOSEPH PALACIOS
1051 N. DOOLITTLE ROAD
EDINBURG, TEXAS 78542

AI-25224 **13.B.**

Amendment - City of Weslaco

CC REGULAR

Date:	02/14/2011
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Lupita Garcia
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Urban County Program is requesting approval of a program amendment for the City of Weslaco Urban County Program Years 19 - 21 (2006-2008). The amendment will include a new water/sewer improvements project.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Proposed program amendment will be utilizing Urban County Year 19 (2006), Year 20 (2007) and Year 21 (2008) funds. No budget increase to proposed amendment.

Attachments

Link: amendment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	02/09/2011 10:27 AM	APRV
2	Perla Lopez	Perla Lopez	02/09/2011 03:01 PM	APRV
3	Auditor's Office		02/11/2011 07:44 AM	NEW

Form Started By: Estella Webber — Started On: 02/09/2011 08:23 AM

Final Approval Date: 02/11/2011

PUBLIC HEARING NOTICE
CITY OF WESLACO
URBAN COUNTY PROGRAM

Published On: January 13, 2011

BUDGET & PROGRAM AMENDMENT

In compliance with Community Development Block Grant (CDBG) requirements, the Hidalgo County **City of Weslaco** will conduct a Public Hearing to solicit input from interested parties on the Precinct's proposed budget and program amendments to its Urban County Program, **Years 19, 20, & 21 (2006, 2007, & 2008).**

The Public Hearing will be held on , **Tuesday, January 18, 2011** at **6:00 P.M**. at the **City of Weslaco Legislative Chambers located at 255 S. Kansas St., Weslaco, Texas 78596**

Existing	Year 19 (2006) Activities	Proposed
$309,778.00	Water/Sewer Improvements	$309,778.00
$309,778.00	**TOTALS:**	**$309,778.00**

The proposed amendment will not have any budgetary changes, it will only include new recycled water line for existing water plant project and allow for the utilization of budget balance in the amount of $1,789.60. It will also add water/sewer project for the purchase and installation of water lines, sewer lines, and related street improvements to include but not limited to advertising, engineering fees, material testing fees and related appurtenances at (a)Alley between Calle Las Palmas & Calle La Libertad (b) Alley between Calle Republica & Calle La Libertad a 2010 funded project.

Existing	Year 20 (2007) Activities	Proposed
$198,417.40	Flood Drain Improvements (197,669.90)	$ 747.50
$46,966.90	Water/Sewer Improvements (+$197,669.90)	$244,636.80
$245,384.30	**TOTALS:**	**$245,384.30**

The proposed amendment will **CANCEL** the Flood Drain Improvements project and **ADD to** the Water/Sewer Improvements Project to include the new recycled water line for existing water plant. It will also add water/sewer project for the purchase and installation of water lines, sewer lines, and related street improvements to include but not limited to advertising, engineering fees, material testing fees and related appurtenances at (a)Alley between Calle Las Palmas & Calle La Libertad (b) Alley between Calle Republica & Calle La Libertad a 2010 funded project.

Existing	Year 21 (2008) Activities	Proposed
$174,852.00	Public Facility Improvements (-$21,593.03)	$153,258.97
$133,838.99	Water/Sewer Improvements (+$21,593.03)	$155,432.02
$308,690.99	**TOTALS:**	**$308,690.99**

The proposed amendment will **TRANSFER** Surplus funds from the Public Facility Improvements line item and **ADD** a new water/sewer improvements project to include the new recycled water line for existing water plant. It will also add water/sewer project for the purchase and installation of water lines, sewer lines, and related street improvements to include but not limited to advertising, engineering fees, material testing fees and related appurtenances at (a)Alley between Calle Las Palmas & Calle La Libertad (b) Alley between Calle Republica & Calle La Libertad a 2010 funded project. Project will also utilize surplus funding from the existing water/sewer improvements line time in the amount of $15,749.94, allowing for a total of $37,342.97 in funding for the new projects.

Accommodations for individuals with handicaps shall be provided upon request.

Las presentaciones se haran en espanol para aquellas personas que asi lo deseen.

For more information, please come by our office at **1916 Tesoro Blvd., Pharr Texas 78577** or call **(956) 787-8127.**

Written comments may be forwarded to:

Mayor: Miguel D. Wise
City of Weslaco
255 S. Kansas Street,
Weslaco, Texas 78596
(956)-968-3181

AI-25210 **13.C.**

Dispose of Program records

CC REGULAR

Date:	02/14/2011
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Antonio Barco
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Requesting authorization to dispose of Community Development Block Grant records for Program Years 1992 through 1998.

BACKGROUND

The San Antonio Housing & Urban Development regional office notified all administrative entities within the region that it had disposed of all CDBG records for fiscal years 1992 thru 1998. Federal regulations governing record retention require the County to maintain pertinent records for a period of 3 years from the date of closeout. This requirement has been met.

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	02/09/2011 10:27 AM	APRV
2	Perla Lopez	Perla Lopez	02/09/2011 04:49 PM	APRV
3	Auditor's Office		02/11/2011 07:44 AM	NEW

Form Started By: Estella Webber — Started On: 02/08/2011 01:26 PM

Final Approval Date: 02/11/2011

AI-25241 **14.A.**

Claims invoices

CC REGULAR

Date:	02/14/2011
Submitted By:	Noe Montes, COMM. PCT. #1
Submitted For:	Joel Quintanilla
Department:	COMM. PCT. #1
Agenda Category:	Precinct #1

Information

CAPTION

1. Approval to make payment of claim, invoice #EE-07394A, for $5,600.00 for period of 10/8/10 thru 11/4/10 from Nueces Power for rental of equipment that was extended by 30 days without acquiring a purchase order for the extension by the previous administration, with authority for County Treasurer to issue check after auditing procedures are completed by the County Auditor (refer to PO # 645285).

2. Approval to make payment of claim, invoice #E152, for $6,131.60 from Pavement Markings (E-10-46-03-16) for striping of road located on Mile 13 from Fm 88 to Mile 6 West that was authorized by the previous administration, with authority for County Treasurer to issue check after auditing procedures are completed by County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-121-005-0-442/433

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

BUDGETARY IMPACT:

Obj. 442 "Equip. & Veh. Rentals"-Available balance as of 2-10-11 $13,827.15
Obj. 433 "R & B R & M Svcs"-Available balance as of 2-10-11 $21,150.00

Attachments

Link: Claim Nueces

Link: Claim Pavement Markings

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	02/09/2011 02:54 PM	APRV
2	Ivan Cantu	Ivan Cantu	02/10/2011 08:21 AM	APRV
3	Auditor's Office		02/11/2011 07:44 AM	NEW

Form Started By: Noe Montes — Started On: 02/09/2011 12:44 PM

Final Approval Date: 02/11/2011

Purchase Order

COUNTY OF HIDALGO

PO#: 645285

DATE: 09/03/10

VENDOR: 195545 REQ:00181325
Email:
Phone:(361)289-0066
NUECES POWER EQUIPMENT
P.O. BOX 4789
CORPUS CHRISTI TX 78469-4789
Vendor Acct:

BUYER: RCAVAZOS
SHIP TO: HIDALGO CO. PCT 1
1902 Joe Stephens Ave
WESLACO TX 78596

CONTACT:
SITE: HIDALGO CO. PCT 1
Contract No: A-08-171-00-00

Special Instructions:
R580

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		A-08-171-00-00		
1	MONTH	CASE 885 MOTORGRADER, CAB A/C, W/ REAR RIPPER,HR 2,249, YEAR 2008, HP 205, RENT PER MONTH 174 HRS. MODEL # 885, SERIAL # N8AF05147, STOCK # C9061	5,600.00	5,600.00
1	EACH	DELIVERY CHARGE NPE NUECES POWER EQUIPMENT	125.00	125.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		5,725.00

****

For Hidalgo County use only

0-1200-431-00-121-005-0-442 5,725.00

Approved

FILE COPY

Authorized by: Martha L. Salazar mlw

NPE
NUECES POWER EQUIPMENT
SALES · PARTS · RENTALS

SAN BENITO, TX (956) 361-0066
EL PASO, TX (915) 541-0066
EDINBURG, TX (956) 702-0066

NUECES POWER EQUIPMENT

P.O. BOX 4789
CORPUS CHRISTI, TEXAS 78469
(361) 289-0066

ABILENE, TX (325) 794-0066
VICTORIA, TX (361) 576-0066
LAREDO, TX (956) 725-0066

CASE
KOBELCO
KAWASAKI
DOOSAN
WIRTGEN

HAMM
VOGELE

$$$$$$ PLEASE REMIT TO $$$$$$$$$$
$ N.P.E. $
$ P.O. BOX 4789 $
$ CORPUS CHRISTI, TX. 78469 $
$$$$$$$$$$$$$$$$$$$$$$$$$$$$$$$$$$

RETURNS MUST BE MADE WITHIN 10 DAYS. 20% RESTOCKING CHARGE ON ALL RETURNS.
NO REFUND WITHOUT THIS INVOICE.

SOLD TO
RHID10 HIDALGO CO. PRECT. #1
1902 JOE STEPHENS AVE.
WESLACO, TEXAS 78596

SHIP TO
DEL 11 1/2 NORTH 1 1/2 W -OSCAR SALINAS

Sold By: EDD PO #: 645285
Ship By: Tax #:

Date 10/08/10 EQUIP RENT-EDN 6:19:26 PRT: 1

INVOICE NUMBER EE07394A

Tax	D	Qty	Description		Price	Amount
			PERIODIC BILLING FROM 10/08/10 TO 11/04/10			
ZE			CONTRACT # Contract # 004641			
ZE			RENTALS EDN			
			UNIT: C10149 MOTOR GRADER			
			MAKE: CASE MODEL: 885			
			SERIAL#: NBAF05137 DESCRIPTION: MOTOR GRADER			
			DATE OUT 9/10/10 231.5 DATE IN:			5600.00

Charge Sale X
Phone: (956)968-7272

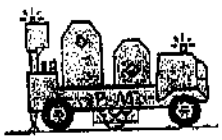
** SUBTOTAL 5600.00

It is agreed that payment of the party thereto is due within 30 days from the date of invoice. A SERVICE CHARGE OF 1.5% per month (18% PER ANNUM) shall be due upon the amount of any charge which has not been paid when due.

ALL REPAIR INVOICES ARE PAYABLE UPON COMPLETION OF REPAIRS

PAY THIS AMOUNT ▶ $5600.00

Pavement Markings, Inc.
7010 N. FM 493
Donna, TX 78537
Tel (956) 464-0009 Fax (956) 464-5677
Email: villerg37@aol.com



Bid

Number: **E152**

Date: **November 08, 2010**

HIDALGO CTY PRCT. 1
1902 JOE STEPHEN AVE.
WESLACO, TX 78596
968-8733, FAX 973-7804

PROJECT
MILE 13
FROM FM 88 TO MILE 6 WEST

PROJECT	TERM	PO #	ENGINEER	Code

Description	Quantity	Unit Price	Amount
4" BROKEN YELLOW THERMOPLASTIC [LF]	940.00	0.32	300.80
4" SOLID YELLOW THERMOPLASTIC [LF]	4,800.00	0.32	1,536.00
4" WHITE SOLID THERMOPLASTIC [LF]	10,840.00	0.32	3,468.80
4" REFLECTORS [EA]	280.00	2.95	826.00
		Total	**$6,131.60**

AI-25282 **15.A.**

Resolution - Non-Radioactive Hazardous Materials Movement Routes

CC REGULAR

Date:	02/14/2011
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	Precinct #2

Information

CAPTION

Resolution to approve the designation of roadways within Hidalgo County that are part of the Hidalgo County Non-Radioactive Hazardous Materials Movement Routes.

BACKGROUND

Item requested by the Hidalgo County Metropolitan Planning Organization.

Fiscal Impact

Attachments

Link: Resolution

Link: Request

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/10/2011 04:29 PM	APRV
2	Roland Garcia		02/11/2011 07:44 AM	NEW

Form Started By: Erika Reyna — Started On: 02/10/2011 02:36 PM

Final Approval Date: 02/11/2011

County of Hidalgo
State of Texas

RESOLUTION

RESOLUTION TO APPROVE THE DESIGNATION OF ROADWAYS WITHIN HIDALGO COUNTY THAT ARE PART OF THE HIDALGO COUNTY NON-RADIOACTIVE HAZARDOUS MATERIALS MOVEMENT ROUTES

WHEREAS, Hidalgo County cooperated with other participating Cities within Hidalgo County and provided funding for the Hidalgo County Freight and Hazardous Materials Movement Study in 2005; and

WHEREAS, the Texas Department of Transportation approved the Hidalgo County Non-Radioactive Hazardous Materials Routes on January 18, 2011; and

WHEREAS, Hidalgo County finds it is the best interest of the citizens of Hidalgo County to Designate Roadways within the **county** that are part of the Hidalgo County Non-Radioactive Hazardous Materials Routes.

NOW THEREFORE BE IT RESOLVED THAT THE HIDALGO COUNTY COMMISSIONERS' COURT, APPROVES THIS RESOLUTION TO APPROVE THE DESIGNATION OF ROADWAYS WITHIN HIDALGO COUNTY THAT ARE PART OF THE HIDALGO COUNTY NON-RADIOACTIVE HAZARDOUS MATERIALS MOVEMENT ROUTES.

ADOPTED THE _____ DAY OF APRIL 2010.

SIGNED AND ENTERED ON THE ABOVE DATE BY THE FOLLOWING MEMBERS OF THE HIDALGO COUNTY COMMISSIONERS COURT

_____
RAMON GARCIA
County Judge

_____
JOEL QUINTANILLA
County Commissioner, Pct. 1

_____
HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

_____
JOE M. FLORES
County Commissioner, Pct.3

_____
JOSEPH PALACIOS
County Commissioner, Pct. 4

Attested to:

_____

ARTURO GUAJARDO, JR.
County Clerk

Hidalgo County Metropolitan Planning Organization

510 South Pleasantview Drive, Weslaco, TX. 78596

(956) 969-5778
(956) 969-5821 fax

Planning Partners:

Alamo
Alton
Donna
Edcouch
Edinburg
Elsa
Granjeno
Hidalgo
Hidalgo County
Hidalgo County RMA
La Joya
La Villa
LRGVDC Transit
McAllen
Mercedes
Mission
Palmhurst
Palmview
Peñitas
Pharr
Progreso
Progreso Lakes
San Juan
Sullivan City
TxDOT
Weslaco

Additional Partners:

FHWA
FTA
Fish & Wildlife
Hidalgo County Commuter Rail District
McAllen Transit
Rio Grande Valley Partnership
Weslaco Chamber of Commerce
Gobierno de Tamaulipas
San Juan Economic Development

February 3, 2011

TO: ALL TPC AND TAC MEMBERS

RE: RESOLUTION OF SUPPORT

Dear TPC and TAC Members:

In 2005, the Cities within Hidalgo County and Hidalgo County cooperated in funding the Hidalgo County Freight and Hazardous Materials Movement Study for the metropolitan area of Hidalgo County. After a few years, the approval of the proposal for Non-Radioactive Hazardous Materials (HRHM) routing designations in Hidalgo County has been approved by the TxDOT Executive Director on January 18, 2011.

In accordance with 43 TAC §25.103, the Hidalgo County MPO is seeking a resolution of support to designate the HRHM route. The Hidalgo County MPO is asking all member cities and Hidalgo County to add this item to their City and/or County Commission meeting agendas, and to provide us with a resolution of support within 30 days of this letter. Please notify our office of the date of your Commission meeting, we may have representation to answer any questions there might be for this item.

Attached you will find a copy of the approval letter and a copy of the primary route map. Your assistance and cooperation is greatly appreciated with this matter at hand. Should you have any questions or comments, please do not hesitate in contacting us at your convenience.

Sincerely,

Andrew A. Canon
Transportation Director

cc: file

County of Hidalgo
State of Texas

RESOLUTION

RESOLUTION TO APPROVE THE DESIGNATION OF ROADWAYS WITHIN HIDALGO COUNTY THAT ARE PART OF THE HIDALGO COUNTY NON-RADIOACTIVE HAZARDOUS MATERIALS MOVEMENT ROUTES

WHEREAS, Hidalgo County cooperated with other participating Cities within Hidalgo County and provided funding for the Hidalgo County Freight and Hazardous Materials Movement Study in 2005; and

WHEREAS, the Texas Department of Transportation approved the Hidalgo County Non-Radioactive Hazardous Materials Routes on January 18, 2011; and

WHEREAS, Hidalgo County finds it is the best interest of the citizens of Hidalgo County to Designate Roadways within the **county** that are part of the Hidalgo County Non-Radioactive Hazardous Materials Routes.

NOW THEREFORE BE IT RESOLVED THAT THE HIDALGO COUNTY COMMISSIONERS' COURT, APPROVES THIS RESOLUTION TO APPROVE THE DESIGNATION OF ROADWAYS WITHIN HIDALGO COUNTY THAT ARE PART OF THE HIDALGO COUNTY NON-RADIOACTIVE HAZARDOUS MATERIALS MOVEMENT ROUTES.

ADOPTED THE _____ DAY OF APRIL 2010.

SIGNED AND ENTERED ON THE ABOVE DATE BY THE FOLLOWING MEMBERS OF THE HIDALGO COUNTY COMMISSIONERS COURT

_____
RAMON GARCIA
County Judge

_____
JOEL QUINTANILLA
County Commissioner, Pct. 1

_____
HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

_____
JOE M. FLORES
County Commissioner, Pct.3

_____
JOSEPH PALACIOS
County Commissioner, Pct. 4

Attested to:

_____

ARTURO GUAJARDO, JR.
County Clerk

Texas Department of Transportation
DEWITT C. GREER STATE HIGHWAY BLDG. • 125 E. 11TH STREET • AUSTIN, TEXAS 78701-2483 • (512) 463-8585

January 19, 2011

The Honorable Rene A. Ramirez
Hidalgo County Judge
P. O. Box 1356
Edinburg, Texas 78540

RE: Approval of Proposed Non-Radioactive Hazardous Materials (NRHM) Routes in Hidalgo County

Dear Honorable Ramirez:

Your proposal for Non-Radioactive Hazardous Materials (NRHM) routing designations in Hidalgo County was approved by our Executive Director January 18, 2011.

In accordance with 43 TAC §25.103, a political subdivision that is issued a letter of approval shall designate the NRHM route by ordinance, resolution, rule, regulation, or other official order, and shall forward a copy of the order to the department within 30 days of receipt of this letter of approval. Since this routing designation crosses multiple jurisdictions, please provide a copy of each ordinance, or other official order, including its designation number and the date that it was enacted.

After the passage of all orders, you may submit a proposed signing layout of the NRHM routing designation to our local district office in Pharr for review and approval.

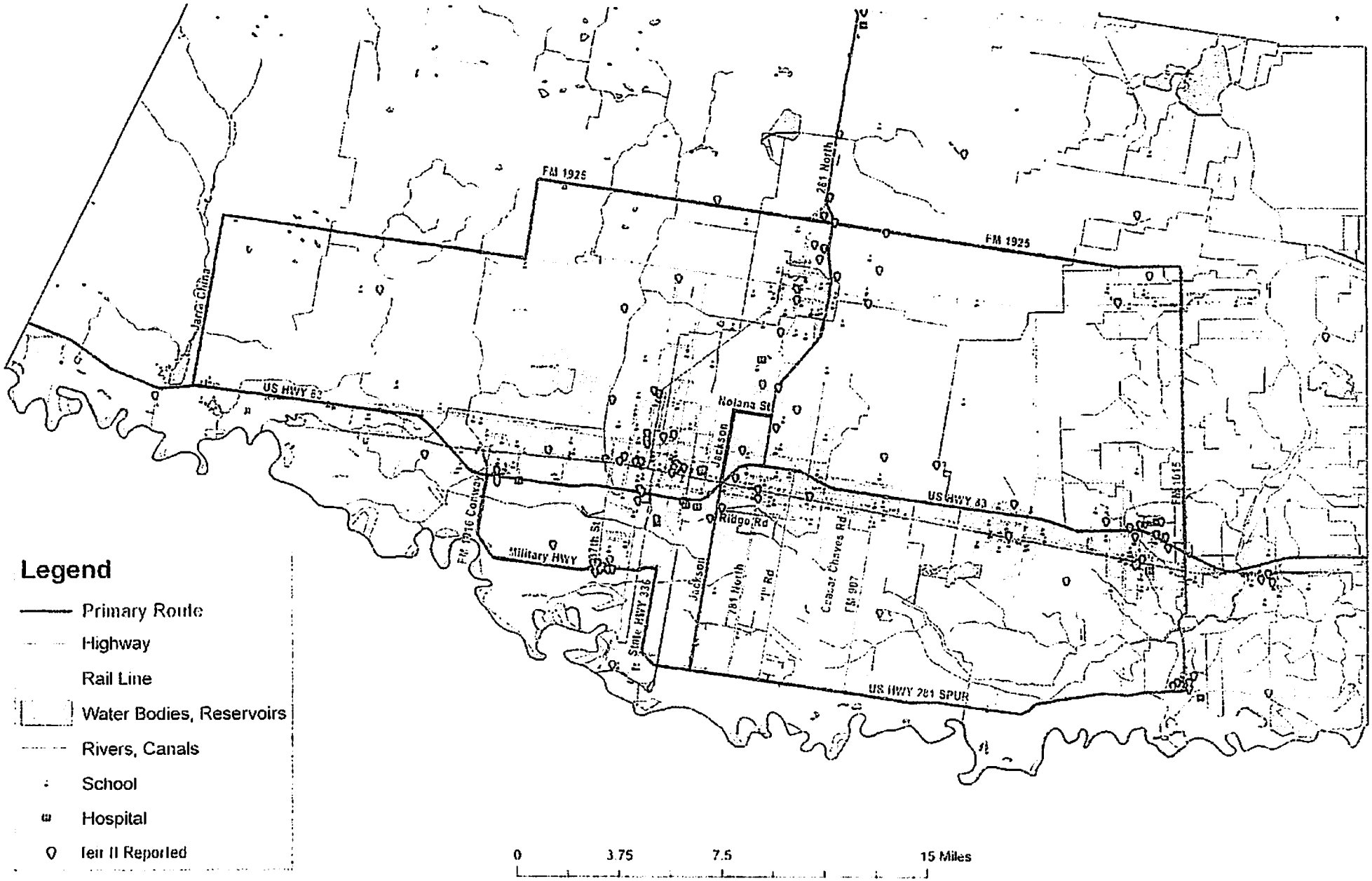
If you have any questions or need additional information, please contact Charles Koonce at (512) 506-5116 or me at (512) 416-3200.

Sincerely,

Carol T. Rawson, P.E.

Carol T. Rawson, P.E., Director
Traffic Operations Division

cc: Victor Morales, Lower Rio Grande Valley Development Council
Jesse Leal, P.E., Pharr District, TxDOT


FM 1925
281 North
FM 1925
Jara Cima
US HWY 83
Nolana St
Jackson
US HWY 83
Ridge Rd
FM 1016 Conway
Military HWY
17th St
State HWY 336
Jackson
281 North
7th Rd
Cesar Chaves Rd
FM 907
US HWY 281 SPUR
FM 1015
Legend
Primary Route
Highway
Rail Line
Water Bodies, Reservoirs
Rivers, Canals
School
Hospital
Ten II Reported
0
3.75
7.5
15 Miles

PROPOSED NON-DESTINATION, NON-RADIATION HAZARDOUS CARGO ROUTES STUDY

Option 1 - Committed	
Cities	**Commitment**
Alamo	$4,950
Alton	$1,995
Donna	$4,897
Edinburg	$17,401
Hidalgo	$2,866
Hidalgo County	$62,362
La Joya	$1,333
McAllen	$36,657
Mercedes	$4,474
Mission	$17,186
Peñitas	$370
Pharr	$17,133
San Juan	$9,091
Weslaco	$9,570
Committed	**$190,285**

Total amount collected for the HAZMAT study.

AI-25214 **16.A.**

Pct. 4 - Deletion of Heavy Equip Operator II & Heavy Equip Operator III positions and creations of two (2) Heavy Equipment Operator II positions.

CC REGULAR

Date: 02/14/2011
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Precinct #4

Information

CAPTION

Pct. 4 P/U RD (1200):
1. Approval of the following personnel actions:

Action	Slot No.	Position Title	Budgeted Salary
Delete	0005	Heavy Equipment Operator III	($38,205.00)
Delete	0029	Heavy Equipment Operator II	($26,090.00)
Create	0065	Heavy Equipment Operator II	$31,500.00
Create	0066	Heavy Equipment Operator II	$31,500.00
		Cost Savings:	**($1,295.00)**

2. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-124-007-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:
No Budgetary Impact.

Attachments

Link: fiscal note
Link: revised salary schedule
Link: PARs
Link: Job Descriptions

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	02/08/2011 04:30 PM	APRV
2	Budget & Management	Erika Zamora	02/08/2011 04:45 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	02/09/2011 02:51 PM	APRV
4	Auditor's Office		02/11/2011 07:44 AM	NEW

Form Started By: Sylvia Solis

Started On: 02/08/2011 02:51 PM

Final Approval Date: 02/11/2011

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, February 15, 2011 **Agenda Item:** 25214

Summary of request/proposal:
Pct. 4 P/U Rd:
Approval to create and/ or delete the following positions:

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1200	HEAVY EQUIPMENT OPERATOR III	0005	113	38,205.00	0.00	(38,205.00)
1200	HEAVY EQUIPMENT OPERATOR II	0029	113	26,090.00	0.00	(26,090.00)
1200	HEAVY EQUIPMENT OPERATOR II	0065	113	0.00	31,500.00	31,500.00
1200	HEAVY EQUIPMENT OPERATOR II	0066	113	0.00	31,500.00	31,500.00
				64,295.00	63,000.00	(1,295.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
1- 1200-431-00-124-007-0	113	PCT.4 P/U RD -	REG F/T EMPLOYEES	($1,140.60)
1- 1200-431-00-124-007-0	211	PCT.4 P/U RD -	HEALTH INSURANCE	$0.00
1- 1200-431-00-124-007-0	212	PCT.4 P/U RD -	LIFE INSURANCE	$0.00
1- 1200-431-00-124-007-0	220	PCT.4 P/U RD -	FICA	($87.26)
1- 1200-431-00-124-007-0	230	PCT.4 P/U RD -	RETIREMENT	($109.50)
1- 1200-431-00-124-007-0	250	PCT.4 P/U RD -	UNEMPLOYMENT COMP	($5.70)
1- 1200-431-00-124-007-0	260	PCT.4 P/U RD -	WORKER'S COMP	$0.00
			2011 Budgetary Impact	($1,343.06)

2012 Budgetary Impact: ($1,524.87)

Possible Funding Sources: **NO BUDGETARY IMPACT**
(Cost Savings)

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1200-431-00-124-007-0

AI - 25214

PCT. 4 P/U RD

Slot #	Obj Code	POSITION TITLE	2010 BUDGETED SALARY	2011 ADJUSTED SALARY	2011 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2011 BUDGETED SALARY APPROVED	2011 ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	EXECUTIVE ASSISTANT IV	$85,000.00	($8,045.00)	$76,955.00	0	$0.00	$0.00	$76,955.00	$76,955.00	$1,740.00	$0.00	$0.00	$0.00	$0.00	$78,695.00
0002	113	FIXED ASSET MANAGER	$48,916.00	($810.00)	$48,106.00	0	$0.00	$0.00	$48,106.00	$48,106.00	$668.65	$0.00	$4,000.00	$0.00	$0.00	$52,775.00
0003	113	SP/PROJ COORD	$47,592.00	$0.00	$47,592.00	0	$0.00	$0.00	$47,592.00	$47,592.00	$1,135.78	$0.00	$0.00	$0.00	$0.00	$48,728.00
0004	113	ACCOUNTS PAYABLE SPECIALIST III	$42,428.00	$0.00	$42,428.00	0	$0.00	$0.00	$42,428.00	$42,428.00	$1,448.72	$0.00	$2,500.00	$0.00	$0.00	$46,376.72
~~0005~~	~~113~~	**DELETE:** ↓ ~~HEAVY EQ OP III~~	~~$38,205.00~~	~~$0.00~~	~~$38,205.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$38,205.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0006	113	CHIEF ADMIN	$37,500.00	$0.00	$37,500.00	0	$0.00	$0.00	$37,500.00	$37,500.00	$0.00	$0.00	$0.00	$5,000.00	$0.00	$42,500.00
0007	113	HEAVY EQ OP III	$42,588.00	$0.00	$42,588.00	0	$0.00	$0.00	$42,588.00	$42,588.00	$600.00	$0.00	$0.00	$0.00	$0.00	$43,188.00
0008	113	HEAVY EQ OP III	$37,659.00	$0.00	$37,659.00	0	$0.00	$0.00	$37,659.00	$37,659.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$38,679.00
0009	113	MECHANIC III	$34,433.00	$0.00	$34,433.00	0	$0.00	$0.00	$34,433.00	$34,433.00	$660.00	$0.00	$0.00	$0.00	$0.00	$35,093.00
0010	113	HEAVY EQ OP II	$32,837.00	$0.00	$32,837.00	0	$0.00	$0.00	$32,837.00	$32,837.00	$1,500.00	$0.00	$0.00	$0.00	$0.00	$34,337.00
0012	113	TRCK DRVER III	$29,615.00	$0.00	$29,615.00	0	$0.00	$0.00	$29,615.00	$29,615.00	$300.00	$0.00	$0.00	$0.00	$0.00	$29,915.00
0013	113	TRCK DRVER III	$29,615.00	$0.00	$29,615.00	0	$0.00	$0.00	$29,615.00	$29,615.00	$720.00	$0.00	$0.00	$0.00	$0.00	$30,335.00
0014	113	TRCK DRVER III	$29,615.00	$0.00	$29,615.00	0	$0.00	$0.00	$29,615.00	$29,615.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$30,695.00
0015	113	CLERK/RECEPTIONIST	$29,242.00	$0.00	$29,242.00	0	$0.00	$0.00	$29,242.00	$29,242.00	$480.00	$0.00	$1,500.00	$0.00	$0.00	$31,222.00
0016	113	TRCK DRIVER II	$28,812.00	$0.00	$28,812.00	0	$0.00	$0.00	$28,812.00	$28,812.00	$300.00	$0.00	$0.00	$0.00	$0.00	$29,112.00
0017	113	TRF SA/SPC III	$28,771.00	$0.00	$28,771.00	0	$0.00	$0.00	$28,771.00	$28,771.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,771.00
0018	113	TRCK DRVER III	$28,529.00	$0.00	$28,529.00	0	$0.00	$0.00	$28,529.00	$28,529.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,529.00
0019	113	HEAVY EQ OP I	$28,487.00	$0.00	$28,487.00	0	$0.00	$0.00	$28,487.00	$28,487.00	$600.00	$0.00	$0.00	$0.00	$0.00	$29,087.00
0020	113	HEAVY EQ OP II	$28,398.00	$0.00	$28,398.00	0	$0.00	$0.00	$28,398.00	$28,398.00	$600.00	$0.00	$0.00	$0.00	$0.00	$28,998.00
0021	113	TRCK DRVER III	$28,320.00	$0.00	$28,320.00	0	$0.00	$0.00	$28,320.00	$28,320.00	$540.00	$0.00	$0.00	$0.00	$0.00	$28,860.00
0022	113	HEAVY EQ OP II	$28,140.00	$0.00	$28,140.00	0	$0.00	$0.00	$28,140.00	$28,140.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$29,160.00
0023	113	HEAVY EQ OP II	$27,706.00	$0.00	$27,706.00	0	$0.00	$0.00	$27,706.00	$27,706.00	$600.00	$0.00	$0.00	$0.00	$0.00	$28,306.00
0024	113	HEAVY EQ OP II	$30,294.00	$0.00	$30,294.00	0	$0.00	$0.00	$30,294.00	$30,294.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,294.00
0025	113	MAINTENANCE III	$27,706.00	$0.00	$27,706.00	0	$0.00	$0.00	$27,706.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0026	113	MECHANIC I	$27,706.00	$0.00	$27,706.00	0	$0.00	$0.00	$27,706.00	$27,706.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,706.00
0027	113	TIRE REPAIR	$27,706.00	$0.00	$27,706.00	0	$0.00	$0.00	$27,706.00	$27,706.00	$300.00	$0.00	$0.00	$0.00	$0.00	$28,006.00
0028	113	HEAVY EQ OP II	$27,413.00	$0.00	$27,413.00	0	$0.00	$0.00	$27,413.00	$27,413.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$28,553.00

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1200-431-00-124-007-0

AI - 25214

PCT. 4 P/U RD

Slot #	Obj Code	POSITION TITLE	2010 BUDGETED SALARY	2011 ADJUSTED SALARY	2011 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2011 BUDGETED SALARY APPROVED	2011 ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
~~0029~~	~~113~~	**DELETE:** ↓ ~~HEAVY EQ OP II~~	~~$26,090.00~~	~~$0.00~~	~~$26,090.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$26,090.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0030	113	HEAVY EQ OP II	$25,647.00	$0.00	$25,647.00	0	$0.00	$0.00	$25,647.00	$25,647.00	$480.00	$0.00	$0.00	$0.00	$0.00	$26,127.00
0031	113	MAINTENANCE II	$25,556.00	$0.00	$25,556.00	0	$0.00	$0.00	$25,556.00	$25,556.00	$600.00	$0.00	$0.00	$0.00	$0.00	$26,156.00
0032	113	HEAVY EQ OP II	$24,829.00	$0.00	$24,829.00	0	$0.00	$0.00	$24,829.00	$24,829.00	$600.00	$0.00	$0.00	$0.00	$0.00	$25,429.00
0034	113	HEAVY EQ OP I	$24,829.00	$0.00	$24,829.00	0	$0.00	$0.00	$24,829.00	$24,829.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,829.00
0035	113	HEAVY EQ OP II	$23,808.00	$0.00	$23,808.00	0	$0.00	$0.00	$23,808.00	$23,808.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,808.00
0036	113	HEAVY EQ OP II	$26,308.00	$0.00	$26,308.00	0	$0.00	$0.00	$26,308.00	$26,308.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,308.00
0037	113	MAINTENANCE I	$22,345.00	$0.00	$22,345.00	0	$0.00	$0.00	$22,345.00	$22,345.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,345.00
0038	113	MAINTENANCE I	$22,345.00	$0.00	$22,345.00	0	$0.00	$0.00	$22,345.00	$22,345.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,345.00
0039	113	MAINTENANCE II	$22,345.00	$0.00	$22,345.00	0	$0.00	$0.00	$22,345.00	$22,345.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,345.00
0040	113	MAINTENANCE II	$24,845.00	$0.00	$24,845.00	0	$0.00	$0.00	$24,845.00	$24,845.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,845.00
0041	113	MAINTENANCE II	$24,845.00	$0.00	$24,845.00	0	$0.00	$0.00	$24,845.00	$24,845.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,845.00
0042	113	HEAVY EQUIPMENT OPERATOR I	$22,345.00	$0.00	$22,345.00	0	$0.00	$0.00	$22,345.00	$22,345.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,345.00
0043	113	MAINTENANCE I	$24,845.00	$0.00	$24,845.00	0	$0.00	$0.00	$24,845.00	$24,845.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,845.00
0044	113	MAINTENANCE I	$22,345.00	$0.00	$22,345.00	0	$0.00	$0.00	$22,345.00	$22,345.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,345.00
0045	113	HEAVY EQ OP II	$22,345.00	$0.00	$22,345.00	0	$0.00	$0.00	$22,345.00	$22,345.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,345.00
0046	113	HEAVY EQ OP I	$22,345.00	$0.00	$22,345.00	0	$0.00	$0.00	$22,345.00	$22,345.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,345.00
0047	113	HEAVY EQ OP II	$22,345.00	$0.00	$22,345.00	0	$0.00	$0.00	$22,345.00	$22,345.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,345.00
0048	113	TRF SA/SPC II	$25,741.00	$0.00	$25,741.00	0	$0.00	$0.00	$25,741.00	$25,741.00	$960.00	$0.00	$0.00	$0.00	$0.00	$26,701.00
0049	113	TRAFFIC SAFETY SPECIALIST II/MAIN	$25,741.00	$0.00	$25,741.00	0	$0.00	$0.00	$25,741.00	$25,741.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,741.00
0050	113	CUSTODIAN	$23,030.00	$0.00	$23,030.00	0	$0.00	$0.00	$23,030.00	$21,028.80	$0.00	$0.00	$0.00	$0.00	$0.00	$21,028.80
0051	113	HEAVY EQUIPMENT OPERATOR II	$27,329.00	$0.00	$27,329.00	0	$0.00	$0.00	$27,329.00	$27,329.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,329.00
0054	113	DIESEL MECHANIC	$42,000.00	$0.00	$42,000.00	0	$0.00	$0.00	$42,000.00	$42,000.00	$840.00	$0.00	$0.00	$0.00	$0.00	$42,840.00
0055	113	ACCOUNTS PAYABLE SPECIALIST I	$28,000.00	$0.00	$28,000.00	0	$0.00	$0.00	$28,000.00	$28,000.00	$900.00	$0.00	$0.00	$0.00	$0.00	$28,900.00
0056	113	ACCOUNTS PAYABLE SPECIALIST I	$27,276.00	$0.00	$27,276.00	0	$0.00	$0.00	$27,276.00	$27,276.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,276.00
0058	113	MECHANIC II	$31,070.00	$0.00	$31,070.00	0	$0.00	$0.00	$31,070.00	$31,070.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,070.00
0059	113	GENERAL OPERATIONS MANAGER	$84,357.00	$0.00	$84,357.00	0	$0.00	$0.00	$84,357.00	$84,357.00	$420.00	$0.00	$0.00	$0.00	$0.00	$84,777.00

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1200-431-00-124-007-0

AI - 25214

PCT. 4 P/U RD

Slot #	Obj Code	POSITION TITLE	2010 BUDGETED SALARY	2011 ADJUSTED SALARY	2011 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2011 BUDGETED SALARY APPROVED	2011 ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0060	113	TECHNICIAN III	$36,271.00	$0.00	$36,271.00	0	$0.00	$0.00	$36,271.00	$36,271.00	$0.00	$0.00	$0.00	$0.00	$0.00	$36,271.00
0061	113	DIRECTOR OF ROAD AND BRIDGE	$65,000.00	$0.00	$65,000.00	0	$0.00	$0.00	$65,000.00	$65,000.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$66,260.00
0062	113	FIELD OPERATIONS DIRECTOR II	$0.00	$70,277.00	$70,277.00	0	$0.00	$0.00	$70,277.00	$70,277.00	$0.00	$0.00	$8,723.00	$0.00	$0.00	$79,000.00
0063	113	ASSISTANT FIELD OPERATIONS DIRE	$0.00	$65,974.00	$65,974.00	0	$0.00	$0.00	$65,974.00	$65,974.00	$1,620.00	$0.00	$0.00	$0.00	$0.00	$67,594.00
0064	113	ADMINISTRATIVE ASSISTANT IV	$0.00	$58,434.00	$58,434.00	0	$0.00	$0.00	$58,434.00	$58,434.00	$0.00	$0.00	$0.00	$0.00	$0.00	$58,434.00
0065	**113**	**CREATE: ↓ HEAVY EQUIPMENT OPERATOR II**	**$0.00**	**$31,500.00**	**$31,500.00**	**0**	**$0.00**	**$0.00**	**$31,500.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
0066	**113**	**HEAVY EQUIPMENT OPERATOR II**	**$0.00**	**$31,500.00**	**$31,500.00**	**0**	**$0.00**	**$0.00**	**$31,500.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
			$1,779,410.00	$248,830.00	$2,028,240.00		$0.00	$0.00	$2,028,240.00	$1,871,237.80	$24,133.15	$0.00	$16,723.00	$5,000.00	$25,214.00	$1,917,094.52

Approval to delete and/or create the above highlighted positions.
Personnel Actions pending CC approval.

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Pct. 4 R&B (124-007) DATE: 02/08/11

CURRENT POSITION TITLE: Heavy Equipment Operator II CURRENT SLOT. #: 0029

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Delete Poistion

POSITION SALARY REQUEST:

ONE (1)	$26,090.00	$0	$ (26,090.00)
NO. OF POSITIONS	CURRENT BUDGETED SALARY	PROPOSED SALARY (GRADE & STEP)	NET CHANGE

Position to be funded from one of the following:

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

☒ Other N/A

POSITION TYPE:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☒	Non-Exempt	☒
N/A	☐		

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

Department no longer requires this position.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Joseph Palacios BAB DEPARTMENT HEAD	2/08/11 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	2/08/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Pct. 4 R&B (124-007) DATE: 02/08/11

CURRENT POSITION TITLE: Heavy Equipment Operator III CURRENT SLOT. #: 0005

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Delete Poistion

POSITION SALARY REQUEST:

ONE (1)	$38,205.00	$0	$	(38,205.00)
NO. OF POSITIONS	CURRENT BUDGETED SALARY	PROPOSED SALARY (GRADE & STEP)		NET CHANGE

Position to be funded from one of the following:

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

☒ Other N/A

POSITION TYPE:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☒	Non-Exempt	☒
N/A	☐		

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

Department no longer requires this position.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Joseph Palacios RAB DEPARTMENT HEAD	2/08/11 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	2/8/11 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Pct. 4 R&B (124-007) DATE: 02/08/11

CURRENT POSITION TITLE: N/A CURRENT SLOT. #s: 0065 & 0066

REQUESTED POSITION TITLE: Heavy Equipment Operator II

REQUEST FOR:

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

POSITION SALARY REQUEST:

TWO (2)	$0	$31,500.00	$ 63,000.00
NO. OF POSITIONS	CURRENT BUDGETED SALARY	PROPOSED SALARY (GRADE & STEP)	NET CHANGE

Position to be funded from one of the following:

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

☐ Other _____

POSITION TYPE:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

These positions are essential for department daily operations.

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

See attached

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Joseph Palacios RAB DEPARTMENT HEAD	2/08/11 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	2/08/11 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
ROAD & BRIDGE
PAVED/UNPAVED

Job Title: Heavy Equipment Operator II	**FLSA Status:**	**Non-Exempt**
Dept No: 121-124	**Civil Service Status:**	**Non-Exempt**

SUMMARY:
Drives and operates backhoe, motor grader and other heavy equipment. This is a responsible position that may involve minimal instruction or supervision. This is a skilled-labor position involved with the operation of medium to large-class heavy equipment, or servicing an operation such as excavating/digging out drainage holding ponds, clearing right-of-way and drainage ditches of debris. The employee may be assigned a number of other tasks.

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities;

ESSENTIAL DUTIES AND RESPONSIBILITES:
- Serves as operator of heavy gasoline and/or diesel equipment such as a backhoe, motor grader and other medium-to large-class equipment.
- Employee will be expected to excavate ponds and/or ditches, grade roads, spread caliche and may assist in opening new roads.
- Clear/Clean or build bar ditches according to surrounding ground elevations and availability of drainage.
- Ability to operate small-class trucks including pick-up truck, dump truck, water truck, tractor, sedan, flat bed truck.
- Loads truck; hauls dirt, gravel, caliche, water, garbage, and/or other materials and equipment to designated areas and unloads truck.
- Ability to operate generators, pumps, hand tools and a 2-way radio.
- Maintains vehicle in ready working condition, including fuel, proper lubrication, and cleaning.
- Examines vehicles for needed repairs and routine maintenance and reports necessary repairs.
- Ability to operate and maintain equipment that is used during projects to excavate ponds, repair roads, brush pickup or clearing of drainage ditches.
- Performs maintenance and construction duties including installation of culverts.
- Regular attendance is a must.
- Ability to work well with others.

EDUCATION and/or EXPERIENCE

- High School Diploma or general education degree (GED) preferred;
- Employee must have at least three (3) years experience working with heavy equipment and possess basic knowledge of minor repairs and adjustments; or
- Any equivalent combination of experience and training, which provides the required knowledge, skills and abilities to perform duties.
- Two (2) to three (3) years experience in laying storm drain lines.
- Must be proficient in reading blue prints and cut sheets.
- Must be knowledgeable in the use of laser level equipment.
- Must be able to set box and grade inlets.

CERTIFICATES, LICENSES, REGISTRATIONS

- Employee must have a current valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by the County's Insurance carrier;

OTHER SKILLS AND ABILITIES

- Knowledge of the safe operation of the equipment used and of the provisions of the Texas Motor Vehicle Code relating to the operation of equipment/vehicles.
- Sufficient skills to operate equipment effectively and safely.
- Ability to perform strenuous work in the outdoors.
- Ability to understand and follow oral instructions.
- Ability to read and comprehend simple instruction, short correspondence, and memos.
- Ability to read and interpret documents such as safety rules, maintenance instructions, and procedure manuals.
- Bilingual ability (Spanish and English) with the ability to converse fluently in both languages, preferred.
- Ability to calculate figures and amounts such as simple addition, subtraction, multiplication, and division.
- Ability to apply common sense understanding to carry out detailed but uninvolved written and/or oral instructions.
- Ability to deal with problems involving a few concrete variables in standardized situations.
- Must be able to perform the duties of a Heavy Equipment Operator I.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

PHYSICAL DEMANDS:

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

While performing the duties of this job, the employee is required to talk or hear. The employee is required to stand. The employee is required to walk; sit; use hands to

finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, and kneel;

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

WORK ENVIRONMENT:
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job;

Must be able to perform heavy manual labor outdoors within a five (5) day forty (40) hour week, with exposure to hazards and conditions involving extremes of heat and cold.

The noise level in the work environment is usually loud to moderate;

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

- making observations;
- reading and writing;
- operating assigned equipment;
- communicating with others;

ACCIDENT PREVENTION PROGRAM:
Required to follow all department's safety regulations;

Approved 2001

HIDALGO COUNTY
ROAD & BRIDGE
PAVED/UNPAVED

Job Title:	Heavy Equipment Operator III	FLSA Status:	Non-Exempt
Department:	121 - 124	Civil Service Status:	Non-Exempt

SUMMARY

Drives and operates motor grader, excavator and various heavy equipment. Responsible for preparing sub grade for paving. This is a responsible position that may involve minimal instruction or supervision. This is a skilled-labor position involved with the operation of medium to large-class heavy equipment, or servicing an operation such as garbage collection, clearing of right-of-way and drainage ditches of debris. The employee may be assigned a number of tasks.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Employee will be expected to grade roads, spread caliche and prepare road sub grade.
- Clear/Clean or build bar ditches according to surrounding ground elevations and availability of drainage.
- Ability to operate heavy equipment used in road and bridge maintenance and repair, such as backhoes, front-end loaders, compactors and pneumatic/flat wheel rollers.
- Ability to operate small-class trucks including pick-up truck, dump truck, water truck, tractor, sedan, flat bed truck.
- Loads truck; hauls dirt, gravel, caliche, water, garbage, and/or other materials and equipment to designated areas and unloads truck.
- Ability to operate generators, pumps, hand tools and a 2-way radio.
- Maintains vehicle in ready working condition, including fuel, proper lubrication, and cleaning.
- Examines vehicles for needed repairs and routine maintenance and reports necessary repairs.
- Ability to operate and maintain maintenance equipment that is used during projects to repair roads, brush pickups, or clearing of drainage ditches.
- Ability to work effectively and cooperatively with other crewmembers.
- Ability to provide supervision of assigned road crew.
- Regular attendance is a must.
- Get along with co-workers.

QUALIFICATION REQUIREMENTS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE

- High School diploma or General Education Degree (GED) preferred;
- Employee must have at least eight years experience working with motor graders/heavy equipment and possess basic knowledge of minor repairs and adjustments; or

- Any equivalent combination of experience and training which provides the required knowledge, skills and abilities to perform duties.

CERTIFICATES, LICENSES, REGISTRATIONS

- Must possess a valid Texas Drivers License, Class C;
- Must be able to be insured by the County's insurance carrier.
- Ability to obtain certification as needed.

OTHER SKILLS AND ABILITIES

- Knowledge of the safe operation of the equipment used and of the provisions of the Texas Motor Vehicle Code relating to the operation of equipment/vehicles.
- Knowledge of reading engineer cuts and grades
- Sufficient skills to operate equipment effectively and safely.
- Ability to perform strenuous work in the outdoors.
- Ability to understand and follow oral instructions.
- Ability to read and comprehend simple instructions, short correspondence, and memos.
- Ability to read and interpret documents such as safety rules, operating and maintenance instructions and procedure manuals.
- Bilingual ability (Spanish and English) with the ability to converse in both languages, preferred.
- Ability to add and subtract two digit numbers and to multiply and divide with 10s and 100s.
- Ability to apply common sense understanding to carry out detailed but uninvolved written and/or oral instructions.
- Ability to deal with problems involving a few concrete variables in standardized situations.
- Must be able to perform all duties of Heavy Equipment Operator I and II.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

PHYSICAL DEMANDS

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

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

The employee must occasionally lift and/or move over fifty (50) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

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

HEO III

While performing the duties of this job, the employee occasionally works near moving mechanical parts, outside weather conditions and is occasionally exposed to fumes or airborne particles and toxic or caustic chemicals. Employee is frequently exposed to solar radiation when carrying out essential duties.

The noise level in the work environment is usually loud.

SAFETY REQUIREMENTS

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle work environments and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM

Required to follow all department's safety regulations.

HE

AI-25232 **17.A.1.**

2011 DBM-Health Insurance Adm.-Appropriation of funds for Conexis Adm. Svcs Agreement

CC REGULAR

Date:	02/14/2011
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	DBM-Health Benefits Div.
Department:	BUDGET & MANAGEMENT

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

Information

CAPTION

Self-Funded Health Benefits (2201):
Approval of 2011 appropriation of funds for DBM-Health Insurance Administration, program #009, in the amount of $40,000.00 to fund Conexis administrative services agreement for C.O.B.R.A.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-2201-415-00-115-009-0-350

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $40,000.00 to fund Conexis administrative services agreement for C.O.B.R.A.

Funds availabe in unreserved f/b as of 2-9-11.

Attachments

Link: Agreement

Link: 2011 Health Benefits appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	02/09/2011 10:32 AM	APRV
2	Budget & Management	Angela Garcia	02/09/2011 10:35 AM	APRV
3	Olga Garza	Olga Garza	02/10/2011 03:10 PM	APRV
4	Auditor's Office		02/11/2011 07:44 AM	NEW

Form Started By: Ivan Cantu Started On: 02/09/2011 09:52 AM

Final Approval Date: 02/11/2011

1-2201-415-009-0-350

CONEXIS-ADMINISTRATIVE SERVICES AGREEMENT

FEE APPENDIX – Schedule of Service Fees

Employee Per Month – PEPM – Direct Client

$40,000.00

Client Name: County of Hildago

This Fee Appendix – Schedule of Service Fees is incorporated into and made a part of the Service Agreement ("Agreement") If there is a conflict between this Fee Appendix and the Agreement, the Agreement controls

FEDERAL COBRA-HIPAA PORTABILITY SERVICES

Item Code	Description	Contract Fee	Initialed by Client to Accept *
	Please initial next to all pricing items agreed to in the "Initialed by Client" column.*		
C8090	**Implementation Set-Up Fees** (Initial Implementation Fee-One Time Charge)	$1500.00	
M71M7	**Minimum Monthly Billing-COBRA Services** (If total monthly Service Fees are less than Minimum, a fee adjustment will be applied to meet Minimum)	$50.00	

Price Option -- One / COBRA Services

Item Code	Description	PEPM Fee	Initialed by Client to Accept *
	Please initial next to all pricing items agreed to in the "Initialed by Client" column.*		
C0915	COBRA Administration Guaranteed Rate --PEPM from Client Provided Covered Employee Headcount	$0.55	
	COBRA Administration Options	PEPM	
C5850	COBRA General Notice	INCLUDED	
C3759	COBRA Expiration Notice	INCLUDED	
C446D	Monthly COBRA Invoice	INCLUDED	
C5752	COBRA Notice and Plan Alternatives	INCLUDED	
C6303	COBRA Takeover Continuant Fee	INCLUDED	

Price Option --Two / Comprehensive COBRA / HIPAA Services

Item Code	Description	PEPM Fee	Initialed by Client to Accept *
	Please initial next to all pricing items agreed to in the "Initialed by Client" column.*		
C1316	**COBRA Administration Guaranteed Rate** --PEPM from Client Provided Eligible Employee Headcount	$0.60	FV
	Base COBRA Services C3759 C446D C5752 C5850 C6303	INCLUDED	
	HIPAA Administration		
H6151	HIPAA Special Enrollment Notice	INCLUDED	
H4662	Post COBRA HIPAA Certificate	INCLUDED	
H4863	Waiting Period HIPAA Certificate	INCLUDED	
H6053	HIPAA Certificate	INCLUDED	

FEES for OPTIONAL SERVICES—Activity Pricing Only

Item Code	Description	Activity Fee	Initial by Client to Accept *
	Please initial next to all pricing items agreed to in the "Initialed by Client" column.*		
	COBRA Administration Options—Activity Priced Only		
C0134	Dependent COBRA General Notice	$3.00	
C3146	Retro COBRA General Notice	$2.00	
C3457	Rate Change Notification to Continuants-CLC05	$3.00	
C3555	COBRA Past Due Notice	$3.00	
C3660	Rate Change Notification for Waiting Period-CLC11	$3.00	
M50Z8	Women's Health & Cancer Rights Act Notice	$3.50	
	HIPAA Administration Options—Activity Priced Only		
H3247	Retro HIPAA Special Enrollment Notice	$2.00	
H4662	Post COBRA HIPAA Certificate	$3.00	
H4863	Waiting Period HIPAA Certificate	$3.00	
H49Z7	HIPAA Privacy Notice	$4.75	
H6053	HIPAA Certificate	$3.00	
H6151	HIPAA Special Enrollment Notice	$2.00	
	Miscellaneous Fees		
C2587	Carrier Eligibility Fee – Per Carrier Per Recipient (4 weekly, 1 monthly report) -- $25.00	$25.00	
C2686	Monthly Carrier Premium Remittance Fee - Per Carrier Per Recipient (eligibility reports included) -- $50.00	$50.00	

Service Fee Guarantee Period: August 1, 2010 through July 31, 2012

Authorized Signature: HONORABLE RENE A. RAMIREZ HIDALGO COUNTY JUDGE **Date:**

Name and Title:

CONEXIS Signature: Eva Boucher **Date:**

Eva Boucher, CCEP
VP and Chief Compliance Officer

DATE: February 14, 2011

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: DBM for Self Funded Health Benefits (2201)

ACCOUNT NUMBER: 1-2201-415-00-115-009-0-350

Contact Person: Ivan Cantu Ph#: (956) 292-7025 ext. 5425

2011
Appropriation

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
1-2201-415-00-115-009-0- 350	DBM-Health Ins Adm-	Other Services	40,000.00
		TOTAL BUDGET INCREASE (DECREASE)	**40,000.00**

REASON: Appropriation of funds to fund Conexis Administrative Svcs agreement for C.O.B.R.A.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-25238 **17.A.2.**

2011 BA for Special Revenue & Internal Service Funds
CC REGULAR

Date:	02/14/2011
Submitted By:	Dale Kennan, BUDGET & MANAGEMENT
Submitted For:	Auditor's Office
Department:	BUDGET & MANAGEMENT

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

Information

CAPTION

Special Revenue & Internal Service Funds:
Approval of 2011 appropriation of funds to fund various open PO rollovers

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** Special Revenue & Internal Service Funds

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

BUDGETARY IMPACT:

Appropriation of funds for various Special Revenue & Internal Service funds for PO carryovers.

Attachments

Link: Budget Amendment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Dale Kennan (Originator)	Dale Kennan	02/10/2011 02:42 PM	APRV
2	Budget & Management	Erika Zamora	02/10/2011 02:43 PM	APRV
3	Ivan Cantu	Ivan Cantu	02/10/2011 04:41 PM	APRV
4	Auditor's Office		02/11/2011 07:44 AM	NEW

Form Started By: Dale Kennan Started On: 02/09/2011 11:31 AM

Final Approval Date: 02/11/2011

DATE: FEBRUARY 14, 2011

DEPARTMENT HEAD: VARIOUS

DEPARTMENT NAME: VARIOUS (SPECIAL REVENUE FUNDS & INTERNAL SERVICE FUNDS)

ACCOUNT NUMBER: 1-12XX-XXX-XX-XXX-XXX-X-XXX
1-22XX-XXX-XX-XXX-XXX-X-XXX

SUBJECT: BUDGET AMENDMENTS (INCREASES) IN ACCORDANCE WITH LOCAL GOVERNMENT CODE, CHAPTER 111, SUBCHAPTER C

HONORABLE COMMISSIONERS' COURT OF HIDALGO COUNTY:

I WOULD LIKE TO REQUEST THE FOLLOWING BUDGET AMENDMENTS (INCREASES) TO MY DEPARTMENTAL BUDGET IN ACCORDANCE WITH LOCAL GOVERNMENT CODE, CHAPTER 111, SUBCHAPTER C.

INCREASE ACCOUNT	ACCOUNT NAME	AMOUNT
1- 1200-431-00-115-042-0-532	COLONIA ACCESS PRG-WIRELESS DEVICES	275.28
1- 1200-431-00-121-004-0-413	PCT1 RD ADM-ELEC SURVEILL & SECURITY	50.00
1- 1200-431-00-121-004-0-425	PCT RD ADM-PEST CONTROL	160.00
1- 1200-431-00-121-004-0-442	PCT1 RD ADM-EQUIP & VEHICLE RENTALS	54.50
1- 1200-431-00-121-004-0-529	PCT1 RD ADM-SURETY & NOTARY BONDS	77.94
1- 1200-431-00-121-004-0-532	PCT1 RD ADM-WIRELESS DEVICES	35.70
1- 1200-431-00-121-004-0-601	PCT1 RD ADM-OFFICE & COMPUTER SUPPLIES	3,511.73
1- 1200-431-00-121-004-0-607	PCT1 RD ADM-HSEHLD & JANITORIAL SUPPL	162.43
1- 1200-431-00-121-004-0-631	PCT1 RD ADM-BOTTLED WATER	865.80
1- 1200-431-00-121-004-0-661	PCT1 RD ADM-MINOR OFFICE FURN & EQUIP	3,234.22
1- 1200-431-00-121-004-0-664	PCT1 RD ADM-OTHER MINOR EQUIPMENT	116.40
1- 1200-431-00-121-004-0-671	PCT1 RD ADM-BLDG&OTHR STRUC R&M SUPPL	227.79
1- 1200-431-00-121-004-0-679	PCT1 RD ADM-OTHER R&M SUPPLIES	28.48
1- 1200-431-00-121-004-0-743	PCT1 RD ADM-OFFICE FURN & EQUIP	9,228.91
1- 1200-431-00-121-004-0-780	PCT1 RD ADM-CAPITAL LEASES	583.40
1- 1200-431-00-121-005-0-334	PCT1 P/U RD-ARCH & ENG SRV	1,065.30
1- 1200-431-00-121-005-0-339	PCT1 P/U RD-OTHER PROF SRV	3,161.45
1- 1200-431-00-121-005-0-346	PCT1 P/U RD-HAULING & FREIGHT SERVICES	162,742.12
1- 1200-431-00-121-005-0-413	PCT1 P/U RD-ELEC SURVEILL & SECURITY	50.00
1- 1200-431-00-121-005-0-423	PCT1 P/U RD-CUSTODIAL	895.06
1- 1200-431-00-121-005-0-425	PCT1 P/U RD-PEST CONTROL	582.00
1- 1200-431-00-121-005-0-432	PCT1 P/U RD-EQUIP & VEH R&M SRV	1,182.45
1- 1200-431-00-121-005-0-442	PCT1 P/U RD-EQUIP & VEHICLE RENTALS	257.85
1- 1200-431-00-121-005-0-604	PCT1 P/U RD-MEDICAL & LAB SUPPL	250.87
1- 1200-431-00-121-005-0-609	PCT1 P/U RD-AGRI & LANDSCAPING SUPPL	361.87
1- 1200-431-00-121-005-0-613	PCT1 P/U RD-SAFETY SUPPLIES	1,615.85
1- 1200-431-00-121-005-0-623	PCT1 P/U RD-BOTTLED GAS	547.95
1- 1200-431-00-121-005-0-630	PCT1 P/U RD-FOOD	128.44
1- 1200-431-00-121-005-0-631	PCT1 P/U RD-BOTTLED WATER	500.00
1- 1200-431-00-121-005-0-672	PCT1 P/U RD-EQUIP & VEH R&M SUPPLIES	4,861.06
1- 1200-431-00-121-005-0-673	PCT1 P/U RD-R&B R&M SUPPLIES	94,856.73

INCREASE ACCOUNT	ACCOUNT NAME	AMOUNT
1- 1200-431-00-121-005-0-679	PCT1 P/U RD-OTHER R&M SUPPLIES	52.30
1- 1200-431-00-121-005-0-711	PCT1 P/U RD-ROW	2,500.00
1- 1200-431-00-121-005-0-731	PCT1 P/U RD-ROADS	4,348.92
1- 1200-431-00-121-005-0-739	PCT1 P/U RD-OTHER STRUCTURES	527.66
1- 1200-431-00-121-069-0-841	PCT1-INTLCL(MERCEDES-FLORIDA ST.)-AID	2,640.00
1- 1200-431-00-121-070-0-841	PCT1-INTLCL (MERCEDES-PALM ST.)-AID	1,800.00
1- 1200-431-00-122-004-0-343	CO SHOP-LAUNDRY & DRY CLEANING	512.54
1- 1200-431-00-122-004-0-425	CO SHOP-PEST CONTROL	20.00
1- 1200-431-00-122-004-0-432	CO SHOP-EQUIP&VEH R&M SRV	564.54
1- 1200-431-00-122-004-0-442	CO SHOP-EQUIP & VEHICLE RENTALS	194.04
1- 1200-431-00-122-004-0-532	CO SHOP-WIRELESS DEVICES	89.63
1- 1200-431-00-122-004-0-623	CO SHOP-BOTTLED GAS	180.27
1- 1200-431-00-122-004-0-748	CO SHOP-OTHER EQUIPMENT	4,993.20
1- 1200-431-00-122-005-0-425	PCT2 RD ADM-PEST CONTROL	80.00
1- 1200-431-00-122-005-0-452	PCT2 RD ADM-BLDG ADD & RENOV	11,268.00
1- 1200-431-00-122-005-0-532	PCT2 RD ADM-WIRELESS DEVICES	600.27
1- 1200-431-00-122-005-0-540	PCT2 RD ADM-ADVERTISING	1,000.00
1- 1200-431-00-122-005-0-601	PCT2 RD ADM-OFFICE & COMPUTER SUPPLIES	3,003.13
1- 1200-431-00-122-005-0-661	PCT2 RD ADM-MINOR OFFICE FURN & EQUIP	39,655.33
1- 1200-431-00-122-005-0-743	PCT2 RD ADM-OFFICE FURNITURE & EQUIPMENT	37,809.04
1- 1200-431-00-122-005-0-748	PCT2 RD ADM-OTHER EQUIPMENT	6,803.22
1- 1200-431-00-122-006-0-343	PCT2 P/U RD-LAUNDRY & DRY CLEANING	70.00
1- 1200-431-00-122-006-0-346	PCT2 P/U RD-HAULING & FREIGHT SERVICES	59,029.44
1- 1200-431-00-122-006-0-425	PCT2 P/U RD-PEST CONTROL	20.00
1- 1200-431-00-122-006-0-442	PCT2 P/U RD-EQUIP & VEHICLE RENTALS	139.15
1- 1200-431-00-122-006-0-540	PCT2 P/U RD-ADVERTISING	1,407.00
1- 1200-431-00-122-006-0-619	PCT2 P/U RD-OTHER MISC SUPPLIES	432.90
1- 1200-431-00-122-006-0-623	PCT2 P/U RD-BOTTLED GAS	264.53
1- 1200-431-00-122-006-0-672	PCT2 P/U RD-EQUIP & VEH R&M SUPPLIES	1,545.00
1- 1200-431-00-122-006-0-673	PCT2 P/U RD-R&B R&M SUPPLIES	54,068.75
1- 1200-431-00-122-006-0-711	PCT2 P/U RD-ROW	16,800.00
1- 1200-431-00-122-006-0-719	PCT2 P/U RD-LAND	7,200.00
1- 1200-431-00-122-006-0-731	PCT2 P/U RD-ROADS	308,220.98
1- 1200-431-00-122-006-0-732	PCT2 P/U RD-BRIDGES	740.84
1- 1200-431-00-122-006-0-748	PCT2 P/U RD-OTHER EQUIPMENT	5,893.45
1- 1200-431-00-122-006-0-841	PCT2 P/U RD-AID TO GOVT AGENCY	11,214.00
1- 1200-431-00-122-026-0-731	PCT2 OWASSA RD(JACKSON-R.LONGORIA)-ROADS	42,030.00
1- 1200-431-00-122-027-0-711	PCT2 TOWER RD(MOORE-BALLI)-ROW	46,070.00
1- 1200-431-00-122-027-0-731	PCT2 TOWER RD(MOORE-BALLI)-ROADS	88,783.83
1- 1200-431-00-122-028-0-731	PCT2 S.MCCOLL(DCKR-ORNGWD&.5M S.MLTY)-RD	36,208.77
1- 1200-431-00-122-028-0-733	PCT2 S.MCCOLL(DCKR-ORNGWD&.5M S.MLTY)-DR	1,355.67
1- 1200-431-00-122-028-0-841	PCT2 S.MCCOLL(DCKR-ORNGWD&.5M S.MLTY)-AI	38,458.31
1- 1200-431-00-122-035-0-711	PCT2 ICA W/HIDALGO(VAL-MEX DR)-ROW	3,650.00
1- 1200-431-00-122-035-0-731	PCT2 ICA W/HIDALGO(VAL-MEX DR)-ROADS	13,929.00
1- 1200-431-00-122-035-0-841	PCT2 ICA W/HIDALGO(VAL-MEX DR)-AID GOVT	8,893.00
1- 1200-431-00-122-047-0-711	PCT2 MCCOLL OFFSITE DRNG-THOMAS RD-ROW	250.00
1- 1200-431-00-122-051-0-711	PCT2 EL GATO RD(W ALAMO-TOWER)-ROW	3,000.00
1- 1200-431-00-122-051-0-731	PCT2 EL GATO RD(W ALAMO-TOWER)-ROADS	18,477.00
1- 1200-431-00-122-051-0-841	PCT2 EL GATO RD-ICA PSJA & ALAMO-AID TO	2,066.00
1- 1200-431-00-122-052-0-711	PCT2 EL DORA RD(RETAMA-CESAR CHAVEZ)-ROW	9,850.00
1- 1200-431-00-122-052-0-731	PCT2 EL DORA RD(RETAMA-CESAR CHAVEZ)-ROA	16,000.00
1- 1200-431-00-122-240-0-731	PCT.2-EL CHARRO #2-ROADS	323.46

INCREASE ACCOUNT	ACCOUNT NAME	AMOUNT
1- 1200-431-00-122-454-0-841	PCT2-MCCOLL ESTATES SUBDIVISN-AID TO GOV	4,024.71
1- 1200-431-00-122-484-1-841	PCT2-MORNING SUN SUBDIVISION-AID TO GOV	2,198.38
1- 1200-431-00-122-557-0-711	PENTECOSTAL-ROW	600.00
1- 1200-431-00-122-900-0-711	PCT.2-MORNINGSIDE SOUTH SUBD-ROW	3,200.00
1- 1200-431-00-123-004-0-339	PCT3 RD ADM-OTHER PROF SRV	3,000.00
1- 1200-431-00-123-004-0-425	PCT3 RD ADM-PEST CONTROL	110.00
1- 1200-431-00-123-004-0-532	PCT3 RD ADM-WIRELESS DEVICES	1,719.61
1- 1200-431-00-123-005-0-334	PCT3 P/U RD-ARCH & ENG SRV	5,000.00
1- 1200-431-00-123-005-0-432	PCT3 P/U RD-EQUIP & VEH R&M SRV	99.50
1- 1200-431-00-123-005-0-532	PCT3 P/U RD-WIRELESS DEVICES	236.57
1- 1200-431-00-123-005-0-607	PCT3 P/U RD-HSEHLD & JANITORIAL SUPPL	191.43
1- 1200-431-00-123-005-0-613	PCT3 P/U RD-SAFETY SUPPLIES	16.99
1- 1200-431-00-123-005-0-623	PCT3 P/U RD-BOTTLED GAS	223.85
1- 1200-431-00-123-005-0-672	PCT3 P/U RD-EQUIP & VEH R&M SUPPLIES	1,565.79
1- 1200-431-00-123-005-0-673	PCT3 P/U RD-R&B R&M SUPPLIES	9,111.33
1- 1200-431-00-123-005-0-679	PCT3 P/U RD-OTHER R&M SUPPLIES	262.31
1- 1200-431-00-123-005-0-711	PCT3 P/U RD-ROW	2,400.00
1- 1200-431-00-123-005-0-731	PCT3 P/U RD-ROADS	103,660.91
1- 1200-431-00-123-005-0-732	PCT3 P/U RD-BRIDGES	25,210.50
1- 1200-431-00-123-025-0-334	PCT3 RDWY SYS STUDY-ARCH & ENG SRV	2,038.63
1- 1200-431-00-123-080-0-731	PCT3 M4N (TOMGILL-FM2221)-ROADS	44,816.87
1- 1200-431-00-124-005-0-425	PCT4 RD ADM-PEST CONTROL	20.00
1- 1200-431-00-124-005-0-431	PCT4 RD ADM-BLDG&OTHR STRUC R&M SRV	1,349.00
1- 1200-431-00-124-005-0-442	PCT4 RD ADM-EQUIP & VEHICLE RENTALS	1.50
1- 1200-431-00-124-005-0-529	PCT4 RD ADM-SURETY & NOTARY BONDS	110.50
1- 1200-431-00-124-005-0-550	PCT4 RD ADM-PRINTING & BINDING	362.30
1- 1200-431-00-124-005-0-583	PCT4 RD ADM-TRAVEL OUT OF COUNTY	1,063.39
1- 1200-431-00-124-005-0-584	PCT4 RD ADM-REGISTRATION FEES	700.00
1- 1200-431-00-124-005-0-601	PCT4 RD ADM-OFFICE & COMPUTER SUPPL	421.86
1- 1200-431-00-124-005-0-607	PCT4 RD ADM-HSEHLD & JANITORIAL SUPPL	75.00
1- 1200-431-00-124-005-0-631	PCT4 RD ADM-BOTTLED WATER	107.85
1- 1200-431-00-124-005-0-665	PCT4 RD ADM-MINOR COMPUTER EQUIPMENT	3,937.36
1- 1200-431-00-124-005-0-743	PCT4 RD ADM-OFFICE FURNITURE & EQUIPMENT	3,350.00
1- 1200-431-00-124-007-0-425	PCT4 P/U RD-PEST CONTROL	40.00
1- 1200-431-00-124-007-0-432	PCT4 P/U RD-EQUIP & VEH R&M SRV	7,958.18
1- 1200-431-00-124-007-0-442	PCT4 P/U RD-EQUIP & VEHICLE RENTALS	3,600.00
1- 1200-431-00-124-007-0-532	PCT4 P/U RD-WIRELESS DEVICES	279.93
1- 1200-431-00-124-007-0-607	PCT4 P/U RD-HSEHLD & JANITORIAL SUPPL	107.64
1- 1200-431-00-124-007-0-613	PCT4 P/U RD-SAFETY SUPPLIES	808.07
1- 1200-431-00-124-007-0-631	PCT4 P/U RD-BOTTLED WATER	143.50
1- 1200-431-00-124-007-0-672	PCT4 P/U RD-EQUIP & VEH R&M SUPPLIES	1,038.85
1- 1200-431-00-124-007-0-673	PCT4 P/U RD-R&B R&M SUPPLIES	3,000.00
1- 1200-431-00-124-007-0-679	PCT4 P/U RD-OTHER R&M SUPPLIES	1,112.80
1- 1200-431-00-124-007-0-731	PCT4 P/U RD-ROADS	47,315.51
1- 1200-431-00-124-007-0-741	PCT4 P/U RD-VEHICLES	37,195.00
1- 1200-431-00-124-036-0-719	PCT4 DRAIN IMPRV PRJ-LAND	1,250.00
1- 1200-431-00-124-401-0-731	PCT4 BCAP LAKEVIEW S/D-ROADS	4,363.76
1- 1200-431-00-124-406-0-540	PCT4 BCAP LAS BRISAS-ADVERTISING	200.00
1- 1200-431-00-124-657-0-540	PCT4 BCAP SEMINARY VILLAGE-ADVERTISING	193.90
1- 1200-431-00-260-001-0-432	R-O-W DEPT-EQUIP&VEH R&M SRV	4,067.60

INCREASE ACCOUNT	ACCOUNT NAME	AMOUNT
1- 1200-431-00-260-001-0-442	R-O-W DEPT-EQUIP & VEHICLE RENTAL	0.50
1- 1200-431-00-260-001-0-532	R-O-W DEPT-WIRELESS DEVICES	3,422.22
1- 1200-431-00-260-001-0-631	R-O-W DEPT-BOTTLED WATER	267.70
1- 1200-431-00-260-001-0-711	R-O-W DEPT-ROW	15,200.00
1- 1200-431-00-260-001-0-780	R-O-W DEPT-CAPITAL LEASES	308.70
	FUND 1200 TOTAL	**1,559,764.75**
1- 1222-412-00-080-006-0-432	DA BAD CK-EQUIP&VEH R&M SRV	230.97
1- 1222-412-00-080-006-0-532	DA BAD CK-WIRELESS DEVICES	3,274.00
1- 1222-412-00-080-006-0-601	DA BAD CK-OFFICE & COMPU SUPPL	104.65
1- 1222-412-00-080-006-0-672	DA BAD CK-EQ&VEH R&M SUPPLIES	69.95
	FUND 1222 TOTAL	**3,679.57**
1- 1230-421-00-293-010-0-611	CONST PCT.3 INVESTIG HB65-POLICE SUPPL	110.00
	FUND 1230 TOTAL	**110.00**
1- 1237-415-40-180-003-0-780	CC REC MGMT-CAPITAL LEASES	365.96
	FUND 1237 TOTAL	**365.96**
1- 1241-421-23-115-044-0-611	COURTHOUSE SECURITY-POLICE SUPPLIES	315.00
	FUND 1241 TOTAL	**315.00**
1- 1242-412-00-060-001-0-532	JUSTICE CRT TECH-WIRELESS DEVICES	171.96
1- 1242-412-00-060-001-0-619	JUSTICE CRT TECH-OTHER MISC SUPPLIES	2,546.70
1- 1242-412-00-060-001-0-665	JUSTICE CRT TECH-MINOR COMPUTER EQUIP	2,971.00
1- 1242-412-00-060-001-0-745	JUSTICE CRT TECH-COMPUTER EQUIPMENT	57,060.32
	FUND 1242 TOTAL	**62,749.98**
1- 1247-412-50-100-001-0-342	LAW LIBRARY-INFO & CREDIT SERVICES	132.00
1- 1247-412-50-100-001-0-442	LAW LIBRARY-EQUIP & VEHICLE RENTALS	0.50
1- 1247-412-50-100-001-0-550	LAW LIBRARY-PRINTING & BINDING	80.75
1- 1247-412-50-100-001-0-601	LAW LIBRARY-OFFICE & COMPU SUPPL	225.52
1- 1247-412-50-100-001-0-607	LAW LIBRARY-HOUSEHOLD & JANITORIAL SUPPL	9.00
1- 1247-412-50-100-001-0-631	LAW LIBRARY-BOTTLED WATER	6.30
1- 1247-412-50-100-001-0-640	LAW LIBRARY-REFERENCE MATERIALS	2,743.09
	FUND 1247 TOTAL	**3,197.16**
1- 1254-412-00-270-014-0-336	HIDTA US JUSTICE-COMPUTER SERVICES	450.00
1- 1254-412-00-270-014-0-342	HIDTA US JUSTICE-INFO & CREDIT SERVICES	2,732.06
1- 1254-412-00-270-014-0-412	HIDTA US JUSTICE-CABLE/SATELLITE TV	61.05
1- 1254-412-00-270-014-0-413	HIDTA US JUSTICE-ELEC SURVEILL & SECURIT	340.00
1- 1254-412-00-270-014-0-442	HIDTA US JUSTICE-EQUIP & VEHICLE RENTALS	5.00
1- 1254-412-00-270-014-0-583	HIDTA US JUSTICE-TRAVEL OUT OF COUNTY	114.00
1- 1254-412-00-270-014-0-584	HIDTA US JUSTICE-REGISTRATION FEES	3,000.00
1- 1254-412-00-270-014-0-601	HIDTA US JUSTICE-OFFICE & COMPUTER SUPPL	420.00
1- 1254-412-00-270-014-0-619	HIDTA US JUSTICE-OTHER MISC SUPPLIES	5,277.10
1- 1254-412-00-270-014-0-631	HIDTA US JUSTICE-BOTTLED WATER	92.70
1- 1254-412-00-270-014-0-664	HIDTA US JUSTICE-OTHER MINOR EQUIPMENT	386.00
	FUND 1254 TOTAL	**12,877.91**
	SPECIAL REVENUE FUNDS TOTAL	**1,643,060.33**

INCREASE ACCOUNT	ACCOUNT NAME	AMOUNT
1- 2201-415-00-115-009-0-311	DBM-HEALTH INS ADM-MGMT CONSULTING SRV	3,631.25
1- 2201-415-00-115-009-0-442	DBM-HEALTH INS ADM-EQUIP & VEH RENTALS	100.40
1- 2201-415-00-115-009-0-780	DBM-HEALTH INS ADM-CAPITAL LEASES	233.15
	FUND 2201 TOTAL	**3,964.80**
1- 2202-419-50-115-065-0-432	DBM-W/C DIV-EQUIP&VEH R&M SRV	391.00
1- 2202-419-50-115-065-0-442	DBM-W/C DIV-EQUIP & VEHICLE RENTALS	158.62
1- 2202-419-50-115-065-0-584	DBM-W/C DIV-REGISTRATION FEES	225.00
1- 2202-419-50-115-065-0-601	DBM-W/C DIV-OFFICE & COMPU SUPPL	42.23
1- 2202-419-50-115-065-0-626	DBM-W/C DIV-GASOLINE/DIESEL	175.03
1- 2202-419-50-115-065-0-631	DBM-W/C DIV-BOTTLED WATER	191.55
	FUND 2202 TOTAL	**1,183.43**
	INTERNAL SERVICE FUNDS TOTAL	**5,148.23**
	TOTAL BUDGET INCREASE REQUEST	1,648,208.56

FUNDING FOR

REASON: TO APPROPRIATE OPEN PURCHASE ORDERS THAT WERE ROLLED OVER INTO YEAR 2011 DURING THE CLOSE-OUT PROCESS FOR YEAR 2010.

THERE ARE NO AREAS IN MY CURRENT BUDGET TO REDUCE IN ORDER TO FUND THE ABOVE MENTIONED ITEMS.

DEPT. HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT DATE

ATTEST COUNTY CLERK

AI-25277 **17.B.1.**

Approval to delete one (1) Claims Investigator II position, slot 0012 (DBM WC); and create one Adm. Asst. IV position, slot no. 0009 (Executive Office CC REGULAR

Date: 02/14/2011
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Sub-category:** Salary Schedule Changes

Information

CAPTION

DBM Workers Comp. Division (2202) & Executive Office (1100):
a. Approval of the following personnel actions:

Action	Department (Program)	Slot No.	Position Title	Grade & Step	Salary
Delete	DBM W/C Division (115-065)	0012	Claims Investigator II	13, 7	($56,563.00)
Create	Executive Office (125-001)	0009	Administrative Assistant IV	10, 1	37,109.00

b. Approval of interdepartmental transfer.
c. Approval of revised salary schedules.

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

DBM WC Division (2202) = No Budgetary Impact

Executive Office (1100) = Funds for creation of Administrative Assistant IV position and related fringe benefits to be funded from Co. Wide Adm. - Contingency, pending approval of interdepartmental transfer. (Refer to AI-25286)

Attachments

Link: backup

Form Routing/Status

Form Started By: Sylvia Solis Started On: 02/10/2011 11:15 AM

Final Approval Date: 02/11/2011

CLAIMS INVESTIGATOR II

GRADE: 13

GENERAL DESCRIPTION

Performs (journey-level) claims investigator work; under general direction, works independently to investigate and process claims against the county and makes recommendation to eliminate and deter future claims.

EXAMPLES OF WORK PERFORMED

Investigate claims of property damage and personal injury involving the county of Hidalgo

Investigate reports of premise defects, damages or other potential hazards

Negotiate settlement with claimants and/or attorneys

Recommend settlement amounts pending approval of litigation

Identify and advise appropriate department of problems or situations which present potential liability to county

Respond to inquiries on the proper procedures to file a claim

Will visit claimants in their homes or place of work with occasional office visits or meetings with solicitors and other professionals

Travel within a working day (to meet clients) is frequent, but absence from home at night and overseas travel are both uncommon

Process claims and maintains status files

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Two to three (3-2) years experience with investigations related to claims of property damage, personal injury, liability, etc. Graduation from an accredited college or university in Business or related field. Two (2) years of experience maybe substituted for one (1) year of education.

Knowledge, Skills, and Abilities

Knowledge of investigative techniques

Knowledge of insurance industry practices and procedures

Organizational and time management skills

An outgoing and confident disposition when dealing with people, often in difficult circumstances

Good numeracy and literacy skills

Skill in negotiating settlements with claimants

Skill in preparing and maintaining case files

Ability to use tact and diplomacy in all communications

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

ADMINISTRATIVE ASSISTANT IV

GRADE: 10

GENERAL DESCRIPTION

Employee performs advanced (senior-level) administrative support or technical program assistance work. Work involves disseminating information, maintaining filing systems, and performing internal administrative support work. Employee may supervise the work of others and may train others. Employee works under limited supervision with considerable latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Performs complex technical assistance work for an agency program

Prepares, interprets, and disseminates information concerning agency programs and procedures

Prepares, edits, and distributes correspondence, reports, studies, forms, and documents

Responds to inquiries regarding technical program or administrative regulations, policies, and procedures

Coordinates meetings, conferences, and seminars

Develops administrative and technical policies and procedures

Develops, coordinates, and maintains record keeping and filing systems

May assist in the implementation of program planning

May assist in compiling and analyzing data, making calculations, and preparing reports

May research, compose, design, or edit agency publications such as brochures, forms, manuals, and reports

May research technical and policy issues

May develop training materials

May train others

May supervise the work of others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Three to five (3-5) years of experience in administrative support work in a government setting. Graduation from an accredited four-year college or university with major course work in a related field is generally preferred. Two (2) years of experience maybe substituted for one (1) year of education.

Knowledge, Skills, and Abilities

Knowledge of office practices and administrative procedures

Skill in the use of standard office equipment and software

Ability to implement new systems and procedures and to evaluate their effectiveness, to communicate effectively, to effectively interpret programs and plans, to train others, and to supervise the work of others

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, February 15, 2011

Agenda Item: 25277

Summary of request/proposal:
DBM Workers Comp. Division (2202):
Approval to delete the following full-time position:

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	CLAIMS INVESTIGATOR II	0012	113	56,563.00 Grade 13, Step 7	0.00	(56,563.00)
				56,563.00	0.00	(56,563.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
1-2202-419-50-115-065-0-	113	DBM WC DIVISION -	REG F/T EMPLOYEES	($49,818.95)
1-2202-419-50-115-065-0-	211	DBM WC DIVISION -	HEALTH INSURANCE	($3,170.77)
1-2202-419-50-115-065-0-	212	DBM WC DIVISION -	LIFE INSURANCE	($23.78)
1-2202-419-50-115-065-0-	220	DBM WC DIVISION -	FICA	($3,811.15)
1-2202-419-50-115-065-0-	230	DBM WC DIVISION -	RETIREMENT	($4,782.62)
1-2202-419-50-115-065-0-	250	DBM WC DIVISION -	UNEMPLOYMENT COMP	($249.09)
1-2202-419-50-115-065-0-	260	DBM WC DIVISION -	WORKER'S COMP	$0.00
			2011 Budgetary Impact	($61,856.36)

2012 Budgetary Impact: ($62,975.94)

Possible Funding Sources: NO BUDGETARY IMPACT

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, February 15, 2011

Agenda Item: 25277

Summary of request/proposal:
Executive Office (1100):
Approval to create the following full-time position:

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	ADMINISTRATIVE ASSISTANT IV	0009	113	0.00	37,109.00 Grade 10, Step 1	37,109.00
				0.00	37,109.00	37,109.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
1-1100-413-00-125-001-0-	113	EXECUTIVE OFFICE -	REG F/T EMPLOYEES	$32,684.47
1-1100-413-00-125-001-0-	211	EXECUTIVE OFFICE -	HEALTH INSURANCE	$3,170.77
1-1100-413-00-125-001-0-	212	EXECUTIVE OFFICE -	LIFE INSURANCE	$23.78
1-1100-413-00-125-001-0-	220	EXECUTIVE OFFICE -	FICA	$2,500.36
1-1100-413-00-125-001-0-	230	EXECUTIVE OFFICE -	RETIREMENT	$3,137.71
1-1100-413-00-125-001-0-	250	EXECUTIVE OFFICE -	UNEMPLOYMENT COMP	$163.42
1-1100-413-00-125-001-0-	260	EXECUTIVE OFFICE -	WORKER'S COMP	$0.00
			2011 Budgetary Impact	$41,680.51

2012 Budgetary Impact: $47,322.85

Possible Funding Sources: CO. WIDE ADM. - CONTINGENCY

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-2202-419-50-115-065-0

AI - 25277

DBM W/C DIVISION

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0008	113	CLAIMS INVESTIGATOR II	13	1	$46,747.00	$46,747.00	$46,747.00	$420.00	$0.00	$0.00	$0.00	$0.00	$47,167.00
0009	113	WC SPECIALIST II	11	3	$42,884.00	$42,884.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0010	113	WC SPECIALIST I	9	1	$34,360.00	$34,360.00	$34,360.00	$420.00	$0.00	$0.00	$0.00	$0.00	$34,780.00
0011	113	WC SPECIALIST I	9	1	$34,360.00	$34,360.00	$34,360.00	$600.00	$0.00	$0.00	$0.00	$0.00	$34,960.00
		DELETE: ↓											
~~0012~~	~~113~~	~~CLAIMS INVESTIGATOR II~~	~~13~~	~~7~~	~~$56,563.00~~	~~$56,563.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
					$214,914.00	$214,914.00	$115,467.00	$1,440.00	$0.00	$0.00	$0.00	$0.00	$116,907.00

Approval to delete the above highlighted position.
Personnel actions pending CC approval.

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1100-413-00-125-001-0

AI - 25277

EXECUTIVE OFFICE

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	OPERATIONS ADMINISTRATOR	16	5	$67,132.00	$67,132.00	$68,137.00	$0.00	$0.00	$0.00	$0.00	$0.00	$68,137.00
0002	113	MULTI MEDIA COORDINATOR	16	2	$60,949.00	$60,949.00	$60,949.00	$0.00	$0.00	$0.00	$0.00	$0.00	$60,949.00
0003	113	PUBLIC INFORMATION OFFICER	12	1	$43,284.00	$43,284.00	$43,680.00	$0.00	$0.00	$0.00	$0.00	$0.00	$43,680.00
0004	113	CLERK I	1	0	$17,636.00	$17,636.00	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,636.00
0005	113	ENVIRONMENTAL COMPLIANCE COORDINA	0	0	$0.00	$76,331.00	$76,331.00	$0.00	$0.00	$0.00	$0.00	$0.00	$76,331.00
0006	113	COURIER	2	5	$22,857.00	$22,857.00	$22,857.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,857.00
0007	112	COMMISSIONER'S COURT EXECUTIVE OFFICI	0	0	$0.00	$123,534.00	$123,534.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$124,914.00
0008	113	ENVIRONMENTAL COMPLIANCE MONITOR	0	0	$0.00	$60,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		CREATE: ↓											
0009	**113**	**ADMINISTRATIVE ASSISTANT IV**	**10**	**1**	**$37,109.00**	**$37,109.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
					$248,967.00	$508,832.00	$413,124.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$414,504.00

Approval to create the above highlighted position.
Personnel actions pending CC approval.

DATE: February 11, 2011

DEPARTMENT HEAD: Raul Silguero, Jr.

2011
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Executive Office

ACCOUNT NUMBER: 1-1100-41X-00-1X5-00X-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM				
0-1100-415-00-115-002-0-	899	CO WIDE ADM -	CONTINGENCY	(41,680.51)
TO				
1-1100-413-00-125-001-0-	113	EXECUTIVE OFFICE -	REG F/T EMPLOYEES	32,684.47
1-1100-413-00-125-001-0-	211	EXECUTIVE OFFICE -	HEALTH INSURANCE	3,170.77
1-1100-413-00-125-001-0-	212	EXECUTIVE OFFICE -	LIFE INSURANCE	23.78
1-1100-413-00-125-001-0-	220	EXECUTIVE OFFICE -	FICA	2,500.36
1-1100-413-00-125-001-0-	230	EXECUTIVE OFFICE -	RETIREMENT	3,137.71
1-1100-413-00-125-001-0-	250	EXECUTIVE OFFICE -	UNEMPLOYMENT COMP.	163.42
		TOTAL BUDGET INCREASE (DECREASE)		**0.00**

REASON:

Interdepartmental transfer to fund salary and related fringe benefits for one (1) Administrative Assistant IV position, slot no. 009, Grade 10.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

AI-25173 **18.B.1.**

Award of Bid - Hauling Services for Millings Material - Hidalgo County Precinct No. 1

CC REGULAR

Date:	02/14/2011
Submitted By:	Eric Trevino, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 1

Information

CAPTION

Recommending award of bid and approval of contract to low bidder (Universal Truckers, Inc.) meeting all specifications for: Hauling Services of Millings Material - Bid No. 2010-386-12-29-ERT.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-121-005-0-346

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

BUDGETARY IMPACT:

Available balance as of 2-10-11 $19,757.88.

Various open PO's for Universal Truckers and International Materials, LLC totaling $180,242.12 as of 2-10-11 in relation to hauling services.

Attachments

Link: CONTRACT

Link: Participation and Tabulation Log

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/09/2011 02:00 PM	APRV
2	Budget & Management	Angela Garcia	02/09/2011 02:19 PM	APRV
3	Ivan Cantu	Ivan Cantu	02/10/2011 09:54 AM	APRV
4	Auditor's Office	Angela Garcia	02/11/2011 07:44 AM	APRV

Form Started By: Eric Trevino Started On: 02/03/2011 09:51 AM

Final Approval Date: 02/11/2011

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-10-386-02-14

THIS CONTRACT is made and entered into this **14th** Day of **February, 2011** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Universal Truckers, Inc.,** (Company").

WHEREAS, Company responded to advertised notices for bids for **"Hauling Services For Millings Materials** for **Precinct No.1"** the ("Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or

otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year effective **February 23, 2011** and ending on **February 22, 2012.** Hidalgo County at its sole discretion elect the option to extend the contract for one (1) additional year at the same rates, terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services

and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:	**The County of Hidalgo** **Attn: County Judge** **100 E. Cano** **Edinburg, Texas 78539**
If to Company	**Universal Trucker, Inc.** **Attn: Bernardo Saenz, Jr.** **P.O. Box 653** **Alamo, Texas 78516**

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by County with thirty day's written notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days written notice by County.

16. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this_____ day of _____, 2011.

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____

Arturo Guajardo Jr., County Clerk

COMPANY: Universal Truckers, Inc.

By:_____

Printed Name:_____

Title:_____

APPROVED BY COMMISSIONES COURT:_____

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

By:_____
Stephen L. Crain

EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCURMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

December 20, 2010

_____

_____

_____

_____

Re: **HIDALGO COUNTY PRECINCT NO. 1**
Request for Bids –**"HAULING SERVICES FOR MILLINGS MATERIAL"**
Bid No: 2010-386-12-29-ERT

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/ert

Enclosures

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST
HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR MILLINGS MATERIAL"
Bid No: 2010-386-12-29-ERT

1. Request For Bid Letter, consisting of 1 page.
2. Request for Bid, Legal Notice, consisting of 8 pages.
3. Exhibit "A" Specifications consisting of 3 pages.
4. Exhibit "B" Bid Page consisting of 2 pages.
5. Exhibit "C" Insurance Requirements consisting of 4 pages.
6. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page.
7. Exhibit "E & E1" consisting of 2 pages.
8. Vendor/Bidder Application, consisting of 2 pages.
9. W-9 form, consisting of 4 pages.
10. Certification Regarding Debarment consists of 1 page.
11. Draft Service Contract, consisting of 8 pages.

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB
Purchasing Agent

December 20, 2010
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Bid No: 2010-386	Buyer: Eric Trevino	Tel. No: (956) 318-2626 ext. 4882

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT NO. 1

"HAULING SERVICES FOR MILLINGS MATERIAL"

BID OPENING DATE:

December 29, 2010

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 - New Administration Building
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **HIDALGO COUNTY PRECINCT NO. 1 – "HAULING SERVICES FOR MILLINGS MATERIAL"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2010-386-12-29-ERT HIDALGO COUNTY PRECINCT NO. 1 - "HAULING SERVICES FOR MILLINGS MATERIAL"** and in County's Purchasing Department, 2812 So. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, DECEMBER 29, 2010. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2010-386-12-29-ERT RFB-HIDALGO COUNTY PRECINCT NO. 1 – "HAULING SERVICES FOR MILLINGS MATERIAL".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **HIDALGO COUNTY PRECINCT NO. 1– "HAULING SERVICES FOR MILLINGS MATERIAL"** 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 Precinct No. 1
1902 Joe Stephens Ave.
Weslaco, Texas 78596
956-968-8733
Attn: Raul Lozano / Domingo Morin / Mari Gutierrez

17. Schedule of Events

Bid Opening, 9:30 AM	**December 29, 2010**
Award of Contract	_____, 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 & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the

purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to

contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the

event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For

HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR MILLINGS MATERIAL"
BID NO.: 2010-386-12-29-ERT

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 – New Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR MILLINGS MATERIAL"
BID NO. 2010-386-12-29-ERT

SPECIFICATIONS

SCOPE OF WORK:

Hidalgo County is seeking qualified companies to establish a contract for "Hauling Services for Millings Material" for Hidalgo County Precinct No. 1. All hauling services will be on an "As Needed Basis" by the Precinct.

SPECIFICATIONS, REQUIREMENTS

1. Millings will be hauled from location of material. The Precinct will load the millings material from project site for vendor to haul to designated area.

2. Due to the size of Hidalgo County Precinct No. 1 and the various location sites throughout, no specific origin or destination sites can be specified.

3. Bid award will be based on **low bid per cubic yard per mile radius** meeting all requirements.

4. Mile radius will start at the point of pickup and end at the designated area.

5. Hidalgo County Precinct No. 1 is requesting a minimum of **Ten (10) vendor owned and/or leased hauling trucks** that will be available for this bid with a minimum of twenty-two (22) tons per load. Please note the make, year, model, vehicle identification number, license plates and capacity of your hauling trucks on Exhibit "E".

6. The bidder(s) awarded the contract must furnish proof of possessing all necessary licenses, ownership (title for all owned vehicles) and permits. Copies of all licenses, permits must be submitted to the Hidalgo County Purchasing Department upon bid award.

7. The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and that subcontractor has obtained the required insurance coverage's as outlined in Exhibit "C".

8. Bidders will be required to complete and submit the Supplemental Hauling Data Sheet for every driver as detailed in Exhibit "E1" **upon bid award**.

TERMS AND CONDITIONS

1. The term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for one (1) additional one (1) year term on an "As Needed Basis" under the same rates, terms and conditions.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace

period at the end of the contract term due to any unforeseen delay in the procurement process.

3. Hidalgo County reserves the right to award to MULTIPLE vendors if the County determines it is in its best interest to do so.

4. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

5. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

6. Any contract awarded to a successful bidder will be in effect until: (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered or (c) terminated by County with thirty (30) days written notice prior to cancellation.

7. All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.

8. Hidalgo County may utilize **State Awarded Contracts** when it is in the County best interest to do so.

9. Insurance Certificates (Exhibit "C") must be submitted to the Purchasing Department for approval prior to any services being performed by the awarded bidder.

10. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1. **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2. **PRICE REDUCTION:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. **TIME FRAME FOR ADJUSTED PRICE INCREASES:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. **ALLOWABLE REVIEW PERIODS:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. **DOLLAR LIMIT TO PRICE CHANGES:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

Additional information:

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, **AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED. ALL WRITTEN QUESTIONS WILL BE ACCEPTED VIA EMAIL NO LATER THAN** December 22, 2010 at 5:00 p.m. at eric.trevino@co.hidalgo.tx.us . Responses to said inquiries will be sent to all applicants via facsimile by no later than December 24, 2010 at 5:00 P.M.

EXHIBIT "B"
HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR MILLINGS MATERIAL"
BID NO: 2010-386-12-29-ERT
BID PAGE

Part I. Award will be based on low bid per cubic yard per mile radius meeting all requirements.

Radius	Total Cost Per Cubic Yard	Fuel Cost Percentage Per Cubic Yard	Current/Base Fuel Cost
Sample:	$ 3.00	25%	.75
01-10 Miles			
11-20 Miles			
21-30 Miles			
31-40 Miles			
41-50 Miles			
51-60 Miles			
61-70 Miles			

Part II. BID PRICE ADJUSTMENT BY HIDALGO COUNTY PRECINCT NO. 1

If at the time of bid opening South Texas is experiencing historic high fuel prices, then Hidalgo County is requesting pricing adjustments based on the following:

A Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for December 24, 2010 For each 10% (increase or decrease) in the OPIS Index of December 24, 2010 during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: $ 1.00=$1.10 and $ 1.10=$1.21; a 10% decrease is reflected as follows: $1.00=$0.90 and $1.10=$0.99)

In the event you submit an invoice reflecting a price change under this provision, Hidalgo County will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, the Hidalgo County reserves the right to independently verify changes in OPIS pricing and to modify an invoice amount based on a 10% change in the OPIS Index.

In determining whether price changes are permitted hereunder, vendor must submit the appropriate OPIS Index is the index issued of the date of the vendor=s billing invoice.

Acknowledgment and agreement to Bid Price Adjustment Part I & II for the term of the contract including any grace period extension.

_____ _____

Signature of Bidder Date

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO.=S: _____

CELLULAR & BEEPER NO.=S: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

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

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PER & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP GG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

  Automobile Liability: $_____ General Liability: $_____

- have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006. Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

EXHIBIT "E"

HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR MILLINGS MATERIAL"
BID NO.: 2010-386-12-29-ERT

Hidalgo County Precinct No.1 is requesting the following information of the available hauling trucks to be utilized for this project: MAKE/MODEL, VEHICLE IDENTIFICATION NUMBERS, LICENSE PLATE NUMBERS & TONAGE PER LOAD for each truck personally owned and/or leased by vendor which shall be covered under insurance requirements as set forth by Hidalgo County. If additional space is required a second sheet is provided.

TRUCK/UNIT NO.	YEAR/MAKE/MODEL	VEHICLE IDENTIFICATION NO.	LICENSE PLATE NO.	TONS PER LOAD	VENDOR OWNED OR LEASED

EXHIBIT "E-1 "

HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR MILLINGS MATERIAL"
BID NO.: 2010-386-12-29-ERT

Supplemental Hauling Data Sheet
DRIVER'S INFORMATION

COPIES OF CERTIFIED DRIVERS LICENSE NO. FOR EACH DRIVER MUST BE SUBMITTED WITH THIS BID.

NAME OF DRIVER	CERTIFIED DRIVER'S LICENSE NO.	TRUCK/UNIT NO.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
Thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )

dba Name:

Legal Name:

Mailing Address : Fax No. ( )

Physical Address:

City, State, Zip Tax I.D. No.

Remit to Address : City, State, Zip

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify
State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business: Disadvantaged Business (At Least 51% Ownership)

☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ► ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ ___ ___ - ___ ___ - ___ ___ ___ ___

or

Employer identification number
___ ___ - ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ► Date ►

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-00-00

THIS CONTRACT is made and entered into this ____ Day of _____, **2011** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and _____ Company").

WHEREAS, Company responded to advertised notices for bids for **"Hauling Services For Millings Materials** for **Precinct No. 1"** the ("Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year effective _____, **2011** and ending on _____, **2012.** Hidalgo County at its sole discretion elect the option to extend the contract for one (1) additional year at the same rates, terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or

authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the

parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company _____

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by County with thirty day's written notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days

written notice by County.

16. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this_____ day of _____, 2010.

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:_____

By:_____

Printed Name:_____

Title:_____

APPROVED BY COMMISSIONES COURT:_____

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

By:_____
Stephen L. Crain

EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCURMENT PACKET

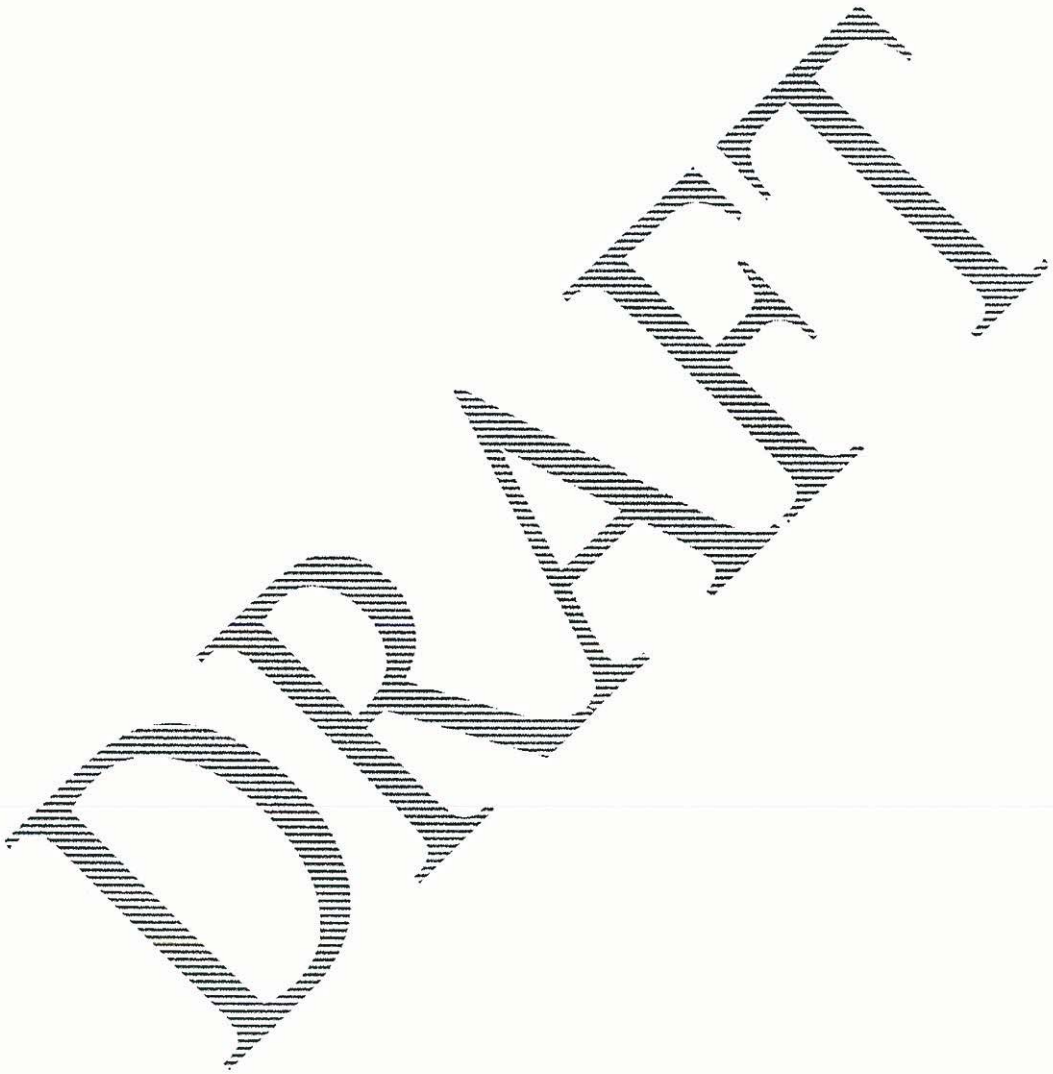


EXHIBIT "B"
VENDOR'S BID

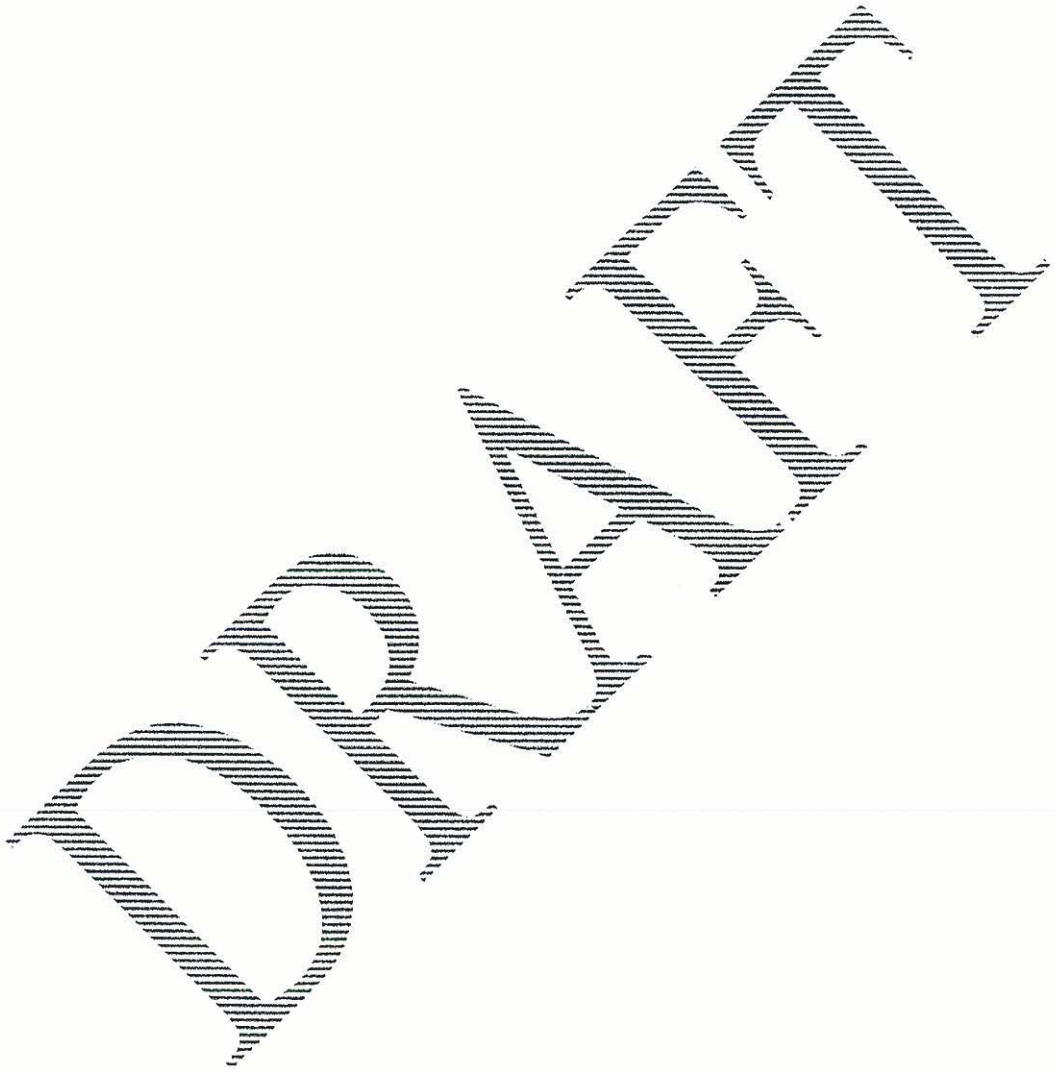


EXHIBIT "C"
INSURANCE REQUIREMENTS

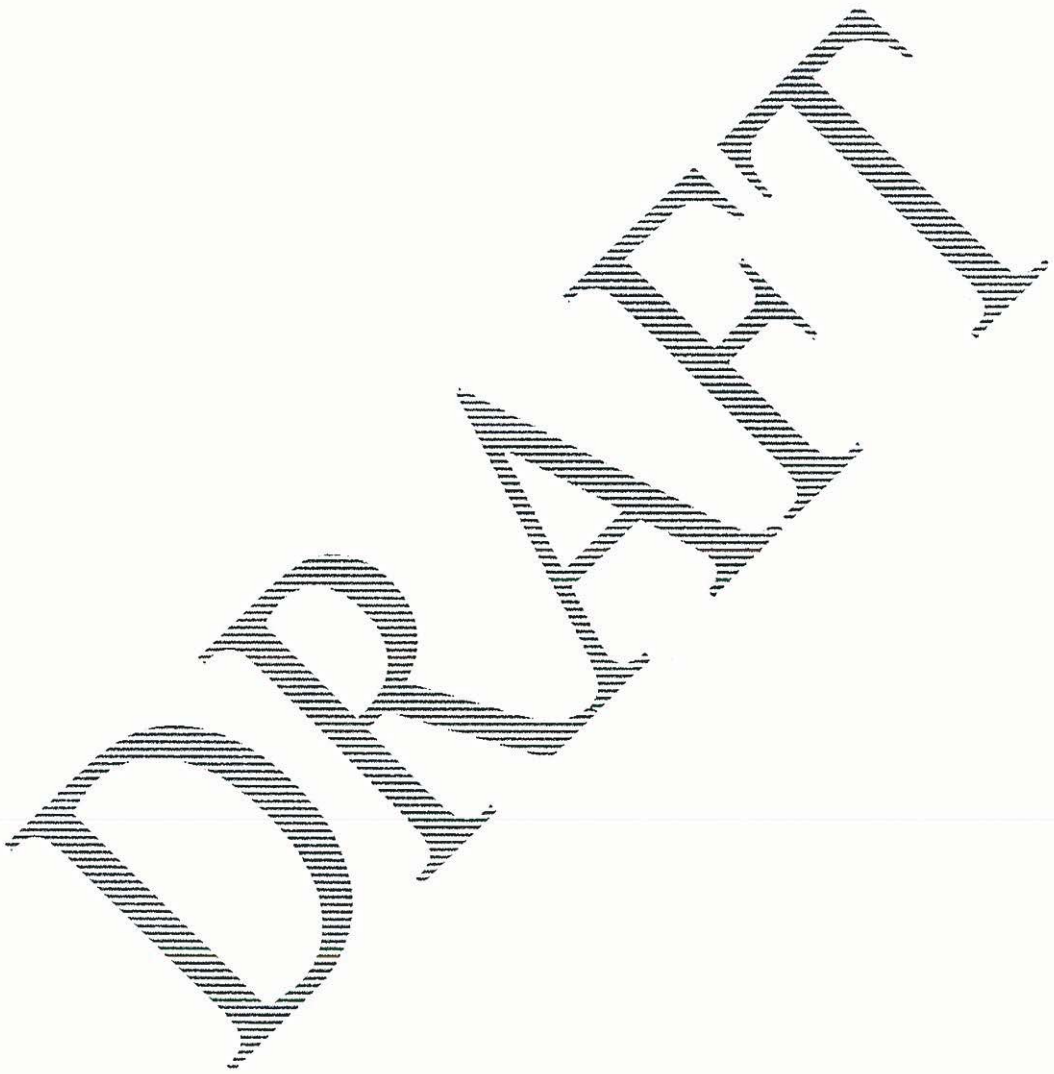


EXHIBIT "B"
VENDOR'S BID

HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR MILLINGS MATERIAL"
2010-386-12-29-ERT

BID TABULATION GRID

Name of Participant: **Universal Truckers, Inc.**		
Total Cost per Cubic Yard	Fuel Cost Percentage	Current/Base Fuel Cost
$2.72	**70%**	**$1.91**
$3.75	**70%**	**$2.63**
$4.47	**70%**	**$3.13**
$4.97	**70%**	**$3.48**
$5.72	**70%**	**$4.01**
$6.46	**70%**	**$4.53**
$6.96	**70%**	**$4.88**

"Universal Truckers Inc" was the lowest bid per cubic yard per mile radius for ALL radius categories.

OPENED 10:30 am 12-29-10 Witnessed

EXHIBIT "B"
HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR MILLINGS MATERIAL"
BID NO: 2010-386-12-29-ERT
BID PAGE

Part I. Award will be based on low bid per cubic yard per mile radius meeting all requirements.

Radius	Total Cost Per Cubic Yard	Fuel Cost Percentage Per Cubic Yard	Current/Base Fuel Cost
Sample:	$ 3.00	25%	75
01-10 Miles	$ 2.72	70 %	$ 1.91
11-20 Miles	$ 3.75	70 %	$ 2.63
21-30 Miles	$ 4.47	70 %	$ 3.13
31-40 Miles	$ 4.97	70 %	$ 3.48
41-50 Miles	$ 5.72	70 %	$ 4.01
51-60 Miles	$ 6.46	70 %	$ 4.53
61-70 Miles	$ 6.96	70 %	$ 4.88

Part II. <u>BID PRICE ADJUSTMENT BY HIDALGO COUNTY PRECINCT NO. 1</u>

If at the time of bid opening South Texas is experiencing historic high fuel prices, then Hidalgo County is requesting pricing adjustments based on the following:

A Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for December 24, 2010 For each 10% (increase or decrease) in the OPIS Index of December 24, 2010 during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: $ 1.00=$1.10 and $ 1.10=$1.21; a 10% decrease is reflected as follows: $1.00=$0.90 and $1.10=$0.99)

In the event you submit an invoice reflecting a price change under this provision, Hidalgo County will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, the Hidalgo County reserves the right to independently verify changes in OPIS pricing and to modify an invoice amount based on a 10% change in the OPIS Index.

In determining whether price changes are permitted hereunder, vendor must submit the appropriate OPIS Index is the index issued of the date of the vendor=s billing invoice.

Acknowledgment and agreement to Bid Price Adjustment Part I & II for the term of the contract including any grace period extension.

Signature of Bidder

12/26/2010
Date

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/05/2010

PRODUCER
H. CAMPOS INSURANCE AGENCY
115 S. CAGE BLVD
PHARR, TX 78577

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
Universal Truckers, Inc.
P.O. Box 653
Alamo Tx 78516

INSURERS AFFORDING COVERAGE — NAIC #

INSURER A: Hallmark County Ins. Co.
INSURER B: Dallas Natl Ins Co.
INSURER C: Texas Mutual Ins. Co.
INSURER D:
INSURER E:

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
B		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	BDGL-021110	11/10/2010	11/10/2011	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 1,000,000 $ 1,000,000
A		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	TXA-503262	2/5/2010	2/5/2011	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 500,000
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	0001126798	11/10/2010	11/10/2011	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	500,000 100,000 100,000
		OTHER					

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

1999 FRHT-598018 1999 VOLV-747026 1996 FRHT-H68697 1999 FRHT-A00773 1997 FRHT-70499 1990 FRHT-A09750
1998 INTR -042966 1993 FRHT-248200 1983 FRHT-480167 1998 FRHT-818953 2000 FRHT-F54400 1998 FRHT-A00351
1995 FRHT-A79446 1999 KW -758883 1994 KW -791172 1998 FRHT-592804 1998 KW -799956 1995 KW -882344
1998 VOLV-764939 1998 KW -771503 1996 FRHT-01008 ANY ATTACHED TRAILER

CERTIFICATE HOLDER

Additional Insured:
HIDALGO COUNTY
Attn: Purchasing Department
2812 S. Highway Bus 281
Edinburg, Texas 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ... 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

ACORD 25 (2001/08)

© ACORD CORPORATION 1988

11/10/2010 51 9567877345 H CAMPOS INSURANCE PAGE 01

HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR MILLINGS MATERIAL"
2010-386-12-29-ERT

BID TABULATION GRID

Radius	Name of Participant: **Roy's Hauling Service, Inc**			Name of Participant: **Universal Truckers, Inc.**		
Sample	Total Cost per Cubic Yard	Fuel Cost Percentage	Current/Base Fuel Cost	Total Cost per Cubic Yard	Fuel Cost Percentage	Current/Base Fuel Cost
01-10 miles	$5.60	75%	$4.20	**$2.72**	**70%**	**$1.91**
11-20 miles	$6.55	75%	$4.91	**$3.75**	**70%**	**$2.63**
21-30 miles	$7.38	75%	$5.54	**$4.47**	**70%**	**$3.13**
31-40 miles	$8.73	75%	$6.55	**$4.97**	**70%**	**$3.48**
41-50 miles	$9.50	75%	$7.13	**$5.72**	**70%**	**$4.01**
51-60 miles	$10.75	75%	$8.06	**$6.46**	**70%**	**$4.53**
61-70 miles	$11.95	75%	$8.96	**$6.96**	**70%**	**$4.88**

"Universal Truckers Inc" was the lowest bid per cubic yard per mile radius for ALL radius categories.

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER=S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

BID OPENING DATE: December 29, 2010 **BID OPENING TIME:** 9:30 A.M.
DEPARTMENT/BID DESCRIPTION: HAULING SERVICES FOR MILLINGS MATERIAL
BID NO: 2010-386-12-29-ERT

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAILOUT	DATE	ADDRESS E-MAIL & PHONE NO
Roy's Hauling Services Attn: Roy Balderas Jr.	EM	ERT	12-20-10	PO Box 1896 Edinburg, Tx 78540 956-383-2206 royshaulinginc@aol.com
Universal Truckers, Inc Attn: Eric Saenz	EM	ERT	12-20-10	1041 Esperanza St Alamo, Tx 78516 956-782-4939 Cell 650-0673 hericsaenz@yahoo.com Bernardosaenz95@yahoo.com
Ortiz Dump Truck Services Attn: Arturo Ortiz	EM	ERT	12-20-10	906 Princeton Drive Mission, Tx 78572 Cell-956-321-5015 Superslick4949@aol.com
Tres Palacios, Dirt, Sand and Gravel Attn: Michael Palacios	EM	ERT	12-20-10	1899 N. Cage Pharr, Texas 78577 (956)787-9920-office (956)781-0533-fax cell#: (956)904-6558 evpharr@aol.com
International Materials Attn: Javier Garza	EM	ERT	12-20-10	3408 N. Conway Ave. Mission, Tx 78574 Office-956-240-1423 Fax -956-584-3206 internationalmats@att.net
TREV-CORT TRUCKING INC. Attn: Lizbeth Guerra	EM	ERT	12-20-10	P.O. BOX 476 Alamo, Tx 78516 Office- 787-7878 Fax- 956-787-7868 Cell -956-534-4695 Candido Cell -793-2943 Lizbeth Guerra trevcort@gmail.com
Sun Belt Express Services, Inc	EM	ERT	12-20-10	P.O. Box 111 Harlingen, Texas 78551 williamh@sunbeltexpress.net

Cantu and Sons Trucking, Inc Attn: Obed Santiago	EM	ERT	12-20-10	205 Wagon Trail RD Palmhurst, TX 78574 956-227-0999 956-570-3688 Cantuandsonstrucking@yahoo.com
Prime Vendor Inc Attn: Kate Hanly	EM	ERT	12-20-10	4622 Cedar Avenue, Suite 123 Wilmington, North Carolina 28403-4429 Phone: 800 746-9554 bids17@prime-vendor.com work17@prime-vendor.com

***VIA:**

IN PERSON (IP)
E-MAIL (EM)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)

AI-25259 **18.C.1.**

Authorization to issue invoice(s) for payment to United Rentals Northwest, Inc. as a claim.

CC REGULAR

Date:	02/14/2011
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Precinct #2

Information

CAPTION

a. Presentation for discussion, consideration, acceptance and approval to pay United Rental Northwest, Inc. invoice(s) #87000282-001 for the amount only of $1,322.97 with date of 04/12/2010 & #90844954-001 for $3,243.23 with date of 11/15/2010.

b. Requesting payment by authorizing exemption from County Purchasing Policy.

BACKGROUND

PO #637242

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-122-006-0-XXX

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

BUDGETARY IMPACT:

Funding available on PO #637242
619 $432.90
748 $5,893.45

Attachments

Link: DISCREPANCY

Link: United Rental Inv. #87000282-001

Link: United Rental Inv. #90844954-001

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/10/2011 08:14 AM	APRV
2	Roland Garcia	Angela Garcia	02/10/2011 04:10 PM	APRV
3	Auditor's Office		02/11/2011 07:44 AM	NEW

Form Started By: Yolanda Cisneros — Started On: 02/09/2011 04:15 PM

Final Approval Date: 02/11/2011

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
2808 S. Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

ORIGINAL

MAILING ADDRESS:
HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY **DATE:** 01/24/2011

TO: YOLI CISNEROS **DEPARTMENT:** (122) HIDALGO CO. PCT 2

FROM: TONY HERNANDEZ **PHONE:** (956)-318-2511 ext 4629

REFERENCE: UNITED RENTALS NORTHWEST, INC. Invoice #87000282-001

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #87000282-001*** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

- ☐ **EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED – PLEASE FOLLOW PROPER CLAIMS PROCEDURES**
- ☐ **PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE**
- ☐ **AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT**
- ☐ **VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE**
- ☐ **INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT**
- ☐ **SIGNATURE OR DATE NOT PRESENT**
- ☐ **SYSTEM SHOWS INVOICE PAID**
- ☐ **INSUFFICIENT FUNDING IN ACCOUNT # AVAILABLE $**
- ☐ **NEEDS APPROVAL OF:**
- ☑ **NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)**
- ☐ **NEEDS CORRECTION(S):**
- ☐ **NEEDS ADDITIONAL DOCUMENTATION i.e.,:**
- ☐ **OTHER:**
- ☑ **COMMENTS / RECOMMENDATION: ITEM PURCHASED WAS QUOTED AS A TXMAS ITEM. UPON REVIEW, ITEM WAS FOUND NOT TO BE INCLUDED IN TXMAS CONTRACT. AS PURCHASE WAS OVER $1000, HIDALGO COUNTY PURCHASING POLICY REQUIRES 3 BIDS OR PURCHASE THROUGH A CO-OPERATIVE AGREEMENT. ANNUAL PURCHASES FOR THIS COMMODITY CODE DID NOT EXCEED $50,000 HOWEVER, WHICH IS THE STATE REQUIREMENT. THEREFORE, PLEASE HAVE COMMISIONERS COURT APPROVE THIS INDIVIDUAL INVOICE FOR PAYMENT BY AUTHORIZING EXEMPTION FROM COUNTY PURCHASING POLICY. THANKS**

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

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.

ORIGINAL

Elizabeth Cano

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Friday, January 21, 2011 11:17 AM
To: 'Arcy Duran'; 'LIZ CANO'
Cc: 'Matilde Faz'; tanya.delira@co.hidalgo.tx.us; 'Blanca Mayorga'; 'Darlene Betancourt'
Subject: PO#637242-United Rentals-3-10-10

Importance: High

Ms. Arcy & Liz:
Item #1 under the referenced PO with description of Laser Pipe-cc; 700-2100 w/amount of $5,833.45 is listed on United Rentals contract. We erroneously approved the item under the PO since on several previous occasions we have been given better pricing after the initial quote by the vendor. TXMAS and United Rentals are now confirming that this specific Laser Pipe is not under their contract. However, under the specific commodity code for this product, we find zero expenditure made in fiscal year 2010. Due to the error in approving the item as part of United Rentals contracts through TXMAS, no additional quotes were solicited for that item.
Sincerely,
Marty Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent
2812 S. Bus Hwy 281
Edinburg, Tx 78539
956-292-7000 Ext 4862
956-318-2629 Fax
martha.salazar@co.hidalgo.tx.us

United Rentals

800-UR-RENTS (800-877-3687)
unitedrentals.com

LOCATION #C40
1702 SOUTH EXPRESSWAY 281
EDINBURG, TX 78542
956-289-8400 956-289-8484 FAX

EQUIPMENT SALE AGREEMENT/INVOICE

#87000282-001

Customer Number : 985315
Invoice Date : 4/12/10 4:08 PM

Job Site

HIDALGO COUNTY PCT.#2
SHOP/YARD OR TO BE PICKEDUP
301 E STATE AVE
PHARR, TX 78577-3977
Office: 956-787-1891 **Cell:** 956-292-6136

Job Location: PHARR
Job Number : 1
P.O. Number : 637242
Ordered By : ROCKY
Written By : URC40AG
Salesperson : 7982

Customer

HIDALGO COUNTY PRECINCT 2
301 EAST STATE
PHARR, TX 78577

PAYMENT OF $6326.35 DUE ON 4/22/10

PAYMENT OPTIONS : Check(Mail) - Check(Fax) - Credit Card(Phone)
BILLING INQUIRIES : Ph# 281-340-4800 Fx# 281-240-3905

REMIT TO : UNITED RENTALS NORTHWEST, INC.
FILE 51122
LOS ANGELES, CA 90074-1122

Qty	Equipment #	Price	Amount
1	1147925 CC: 700-2100	5003.38	5003.38
	LASER PIPE		
	Make: TRIMBLE Model: DG511 Serial #: 20652		
	Model Year: 10		
	The United Guard Warranty was declined on the above unit.		
1	7003000 CC: 700-3000	78.00	78.00
	SURVEY TRIPOD ADJUSTABLE LEG 5/8-11		

SALES ITEMS:

Qty	Item number	Stock class	Unit	Price	Amount
1	P21	TRIMB	EA	80.280	80.28
	POWER CORD				
	UM: (EA) EACH				
1	0600-1260	TRIMB	EA	238.890	238.89
	LEVELING ROD 25'				
	UM: (EA) EACH				
2	55-SLVP24ND	CSTBR	TL	432.900	865.80
	LEVEL, KIT AUTO 24X W/TRIPOD W/8'-ROD				
	UM: (TL) PER TOOL				
	DELIVERY CHARGE				60.00
				Sub-total:	6326.35
				Total:	**6326.35**

TO SCHEDULE EQUIPMENT FOR PICKUP, CALL 800-UR-RENTS (800-877-3687)
WE ARE AVAILABLE 24/7 TO SUPPLY YOU WITH A CONFIRMATION #
IN ORDER TO CLOSE THIS CONTRACT

Upon receipt of this equipment, it is the purchasers responsibility to (1) contact the manufacturer for documentation regarding equipment maintenance and use, and (2) ensure that the equipment meets the manufacturer's maintenance and operating specifications and all regulatory safety requirements, prior to placing in service.

Vendor # on PO inactive

READ BEFORE SIGNING:
(1) BY SIGNING THIS EQUIPMENT SALE AGREEMENT/INVOICE, CUSTOMER AGREES TO ALL TERMS AND CONDITIONS ON THE FRONT AND BACK OF THIS AGREEMENT (2) ACKNOWLEDGES RECEIPT OF THE EQUIPMENT IN GOOD WORKING ORDER, AND (3) IS FULLY FAMILIAR WITH THE OPERATION AND USE OF THE EQUIPMENT.

X

CUSTOMER SIGNATURE DATE | CUSTOMER NAME PRINTED | UNITED RENTALS REPRESENTATIVE/DELIVERED BY DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.

ADDITIONAL TERMS AND CONDITIONS

1. DEFINITIONS.
"Carrier" means a third party delivery service which delivers the Equipment to Customer. "Customer" means the person or entity identified as such on the front page of this Sales Agreement, including any representative, agent, officer or employee of Customer. "Equipment" means any one or more of the items identified as such on the front page of this Sales Agreement, and shall include any accessories, attachments or other similar items sold to Customer, such as air hoses, electric cords, blades, welding cables, liquid fuel tanks and nozzles. "Store Location" means the United address in the upper left hand corner on the front page of this Sales Agreement. "United" means the corporate subsidiary of United Rentals, Inc. that is identified on the front page of this Sales Agreement from whom the Customer has purchased the Equipment.

2. AUTHORITY TO SIGN.
Any individual signing this Sales Agreement represents and warrants that he or she is of legal age, and has the authority and power to sign this Sales Agreement on their own behalf or for the Customer.

3. TERMS OF PAYMENT.
If Customer is an approved charge customer, Customer will pay the purchase price invoiced on the front page, in full, within 10 days from the date of this Sales Agreement. If Customer is not an approved charge customer, Customer will pay the purchase price invoiced on the front page, in full, at or before delivery of the Equipment. Without limiting United's other rights, late payments accrue interest, payable by Customer on United's demand, at the lesser of 2% per month (24% per annum) or the highest rate permitted by law. Customer agrees to pay all collection costs, attorneys' fees and court costs incurred by United to enforce the terms and conditions of this Sales Agreement.

4. SECURITY INTEREST.
Customer hereby grants to United a security interest in the Equipment and the proceeds of the Equipment to secure the prompt payment and performance of Customer's purchase price and other obligations. Customer authorizes United to file financing statements to perfect this security interest. If Customer does not timely satisfy Customer's payment and other obligations, United will have all rights and remedies that Article 9 of the Uniform Commercial Code, or similar provisions of any applicable state law, provide to a secured party. Customer also grants to United all such rights and waivers that a debtor may, under Article 9 or such other law, make available to a secured creditor by express agreement or waiver. Customer agrees to pay United all costs which United may incur in the repossession and disposition of the Equipment, including United's attorneys' fees.

5. USE AND MAINTENANCE.
Customer has had the opportunity to contact the manufacturer for documentation regarding the use and maintenance of the Equipment and regular safety requirements, and to determine whether the Equipment meets the manufacturer's maintenance and operating requirements. Customer will in all events contact the manufacturer before Customer places the Equipment into service.

6. DISCLAIMER OF WARRANTIES.
Unless United indicates otherwise on the front page of this Sales Agreement, the Equipment is used and was previously rented out by United to numerous persons. Whether or not the Equipment is used, it is being sold by United "AS IS", WITH ALL FAULTS. United makes no representation or warranty on any matter whatsoever except that, if Customer elects and pays for the United Guard Warranty Program, United will make the warranties referred to in that Program. Except as aforesaid, ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED. Any oral or other statements that United's employees may have made regarding the Equipment do not constitute warranties, are disclaimed by United, and shall not be relied upon by the Customer. Customer waives and releases United of and from all obligations, liabilities, rights, claims and remedies, in tort or otherwise relating to the Equipment or this sale, whether arising out of the use, possession, operation, sale, lease, assembly or disassembly of the Equipment, or out of United's negligence or strict or product liability, or otherwise.

7. DELIVERY.
(a) Customer Picks Up Equipment. In the event Customer picks up any item of Equipment at a Store Location, Customer shall be deemed to have inspected and accepted each item of Equipment at the time of pick up and risk of loss and title to the Equipment shall pass to Customer at such time.
(b) United Rentals Delivers Equipment to Customer. In the event United delivers the Equipment to a location designated by Customer, Customer shall sign such documents as required by United evidencing that the items of Equipment have been delivered to and accepted by Customer. Risk of loss and title to the Equipment shall pass to Customer upon delivery. Customer shall pay all costs of shipping.
(c) Carrier Delivers Equipment to Customer. In the event a Carrier is utilized to deliver Equipment to Customer, Customer shall sign such documents as required by United and/or Carrier evidencing that the items of Equipment have been delivered and accepted by Customer. Risk of loss and title to the Equipment shall pass to Customer upon delivery of the Equipment to Carrier. Customer shall pay all costs of shipping.

2010 APR 16 PM 2 16

8. OTHER PROVISIONS.
This Sales Agreement sets forth the entire understanding of United and Customer with respect to the Equipment and the sale of the Equipment, supersedes all prior agreements, and cannot be changed or terminated orally. This Sales Agreement shall be binding on United only if a duly authorized signatory has signed it. The federal and state courts in the county where the sale of Equipment was made under this Sales Agreement shall have exclusive jurisdiction over all matters relating to this Sale Agreement and the sale of the Equipment. TRIAL BY JURY IS WAIVED.

United Rentals

800-UR-RENTS (800-877-3687)
unitedrentals.com

LOCATION #C40
1702 SOUTH EXPRESSWAY 281
EDINBURG, TX 78542
956-289-8400 956-289-8484 FAX

EQUIPMENT SALE AGREEMENT/INVOICE

87000282-001

Customer Number : 985315
Invoice Date : 4/12/10 4:08 PM

Job Location: PHARR
Job Number : 1
P.O. Number : 637242
Ordered By : ROCKY
Written By : URC40AG
Salesperson : 7982

Job Site

HIDALGO COUNTY PCT.#2
SHOP/YARD OR TO BE PICKEDUP
301 E STATE AVE
PHARR, TX 78577-3977
Office: 956-787-1891 **Cell:** 956-292-6136

Customer

HIDALGO COUNTY PRECINCT 2
301 EAST STATE
PHARR, TX 78577

PAYMENT OF $6326.35 DUE ON 4/22/10

PAYMENT OPTIONS : Check(Mail) - Check(Fax) - Credit Card(Phone)
BILLING INQUIRIES : Ph# 281-340-4800 Fx# 281-240-3905

REMIT TO : UNITED RENTALS NORTHWEST, INC.
FILE 51122
LOS ANGELES, CA 90074-1122

Qty	Equipment #	Price	Amount

DELIVERY ACKNOWLEDGEMENT

Received By: Rogue Cavazos Date: 4-13-10
Signature

Rogue Cavazos Jr.
Printed Name

Delivered By: _____ Date: _____
Signature

P

PO # 637242
1 0-1200-431-00-122-006-0-619 $432.90
Req # 171456

PO # 637242
1 0-1200-431-00-122-006-0-748 $890.07
Req # 171456

INVOICE RECEIVED BY:
Joli ON 4/14/2010
GOODS/SERVICES RECEIVED BY:
Rogue Cavazos ON 4/13/10

RECEIVED BY
COUNTY AUDITOR

2010 APR 16 PM 2 16

United Rentals

800-UR-RENTS (800-877-3687)
unitedrentals.com

LOCATION #240
1702 SOUTH EXPRESSWAY 281
EDINBURG, TX 78542
956-289-8400 956-289-8484 FAX

EQUIPMENT SALE AGREEMENT/INVOICE

90844954-001

Customer Number : 985315
Invoice Date : 11/15/10 8:32 AM

Job Location: PHARR
Job Number : 1
P.O. Number : 637242
Ordered By : ROCKY
Written By : URC40AG
Salesperson : 7982

SOLD TO:
HIDALGO COUNTY PCT.#2
SHOP/YARD OR TO BE PICKEDUP
301 E STATE AVE
PHARR, TX 78577-3977
Office: 956-787-1891 M#: 956-292-6136

CUSTOMER:
HIDALGO COUNTY PRECINCT 2
301 EAST STATE
PHARR, TX 78577

PAYMENT OF $3243.23 DUE ON 11/25/10

PAYMENT OPTIONS : Check(Mail) - Check(Fax) - Credit Card(Phone)
BILLING INQUIRIES : Ph# 800-818-3889 Fx# 410-451-1132

REMIT TO : UNITED RENTALS NORTHWEST, INC.
CREDIT OFFICE #NAT
PO BOX 100711
ATLANTA, GA 30384-0711

Qty	Equipment #		Price	Amount
1	1147925 LASER PIPE Make: TRIMBLE Model: DG511 Serial #: 20652 Model Year: 10 The United Guard Warranty was declined on the above unit. Rebilling customer due to wrong margins pricing.	CC: 700-2100	3243.23	3243.23

Sub-total: 3243.23
Total: 3243.23

Upon receipt of this equipment, it is the purchasers responsibility to (1) contact the manufacturer for documentation regarding equipment maintenance and use, and (2) ensure that the equipment meets the manufacturer's maintenance and operating specifications and all regulatory safety requirements, prior to placing in service.

DELIVERY ACKNOWLEDGEMENT

Received By :_____ **Date:** _____
Signature

_____
Printed Name

Delivered By:_____ **Date:** _____
Signature

COPY

INVOICE RECEIVED BY: Jose ON 1/26/2011
GOODS/SERVICES RECEIVED BY: Roque Luna ON 4/13/2010

VP
PO # 637242
1 -1200-431-00-122-006-0-748
Req # 111456

READ BEFORE SIGNING:
(1) BY SIGNING THIS EQUIPMENT SALE AGREEMENT/INVOICE, CUSTOMER AGREES TO ALL TERMS AND CONDITIONS ON THE FRONT AND BACK OF THIS AGREEMENT (2) ACKNOWLEDGES RECEIPT OF THE EQUIPMENT IN GOOD WORKING ORDER, AND (3) IS FULLY FAMILIAR WITH THE OPERATION AND USE OF THE EQUIPMENT.

X

CUSTOMER SIGNATURE DATE CUSTOMER NAME PRINTED UNITED RENTALS REPRESENTATIVE/DELIVERED BY DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.

AI-25233 **18.D.1.**

HCSO-AMENDMENT-C-10-290-12-07-ITW Food Equipment Group LLC d/b/a HOBART SERVICE

CC REGULAR

Date:	02/14/2011
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Sub-category:	Sheriff's Office

Information

CAPTION

Approval of Amendment to Service Contract #C-10-290-12-07 with ITW Food Equipment Group LLC d/b/a HOBART SERVICE for the "MAINTENANCE & REPAIRS OF KITCHEN EQUIPMENT AND APPLIANCES" for Hidalgo County Sheriff's Office (approved by CC-12/07/10) reflecting the correct commencement date of contract as 1-1-11 and expiration as 12-31-11.

BACKGROUND

Amendment to Service Contract #C-10-290-12-07
Contract Document C-10-290-12-07

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-423-21-280-002-0-432

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

BUDGETARY IMPACT:

Available balance as of 2-10-11 $27,584.17
On an " as needed basis"

Attachments

Link: Amendment to Service Contract C-10-290-12-07

Link: Contract C-10-290-12-07-ITW Food Equipment dba HOBART SERVICE

Link: Email approval by legal counsel as to form

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/10/2011 08:57 AM	APRV
2	Budget & Management	Erika Zamora	02/10/2011 09:00 AM	APRV
3	Manuel Chapa	Manuel Chapa	02/10/2011 10:46 AM	APRV
4	Auditor's Office		02/11/2011 07:44 AM	NEW

Form Started By: Letty Saenz — Started On: 02/09/2011 10:08 AM

Final Approval Date: 02/11/2011

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT TO SERVICE CONTRACT
(C-10-290-12-07)

This **AMENDMENT** to the **CONTRACT** for **MAINTENANCE & REPAIRS OF KITCHEN EQUIPMENT AND APPLIANCES (C-10-290-12-07)** dated December 17, 2010, by and between **HIDALGO COUNTY, TEXAS** ("County") and **ITW FOOD EQUIPMENT GROUP, INC.** d/b/a **HOBART SERVICE** ("Company") is entered into between the parties effective this **14TH** day of **February, 2011.**

WHEREAS, Company and County entered into a Contract dated December 17, 2010 in which Company agreed to provide certain services for the purpose of "Maintenance and Repairs of Kitchen Equipment and Appliances" for the Hidalgo County Sheriff's Office (the "Contract");

WHEREAS, the commencement date of the Contract is hereby corrected and the Company and County now desires to amend the Service Contract to correct the mistake;

WHEREAS, the parties desire to amend the Contract as hereinafter provided.

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Company hereby agree to the following amendment to the Contract:

1. Paragraph 3 of the Contract is deleted in its entirety and replaced with the following in lieu thereof:

   3. This Contract shall be for a period of **one (1) year (on an as needed basis)** to commence on **January 1, 2011** and expire **December 31, 2011**, but in no event to exceed the $50,000.00 statutory bid limit (per calendar year), with the County's sole option to renew/extend for an additional one (1) year term. County also reserves the right to continue this Request for Sealed Quotes (RFSQ) for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

2. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect and Company and County ratify and confirm the terms and provisions of the Contract as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

ITW FOOD EQUIPMENT GROUP LLC
d/b/a HOBART SERVICE

_____
By: _____
Its_____

HIDALGO COUNTY, TEXAS

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

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

By: _____
Stephen L. Crain

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-10-290-12-07

THIS CONTRACT is made and entered into this 7th day of **December, 2010** by and between the **County of Hidalgo, Texas** ("County"), and **ITW Food Equipment Group, LLC** d/b/a **Hobart Service** ("Company").

WHEREAS, Company responded to notices of Request for Sealed Quotes (RFSQ) for **"Maintenance & Repairs of Kitchen Equipment and Appliances" (on an as needed basis)** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with Exhibit "A" Request for Sealed Quotes (RFSQ) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFSQ"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Sealed Quotes (RFSQ) Procurement Packet, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations within the **Hidalgo County Sheriff's Office**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Hidalgo County Sheriff's Office** or its designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and

all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **one (1) year (on an as needed basis)**, commencing on **December 17, 2010** and expiring on **December 16, 2011**, but in no event to exceed the $50,000.00 statutory bid limit (per calendar year), with the County's sole option to renew/extend for an additional one (1) year term. County also reserves the right to continue this Request for Sealed Quotes (RFSQ) for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employment of Company who operate such vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

to County:	The County of Hidalgo Attn: County Judge 1615 South Closner, Suite J Edinburg, Texas 78539
If to Company	ITW Food Equipment Group, LLC d/b/a Hobart Service 1200 East Hackberry, Suite # C McAllen, Texas 78501

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written

notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this_____ day of_____, 2010.

APPROVED AS TO FORM:
Atlas & Hall, LLP

By: _____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court
on 12/7/10

COMPANY:
ITW Food Equipment Group, LLC d/b/a Hobart Service

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

REQUEST FOR SEALED QUOTES (RFSQ)
PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR SEALED QUOTES CHECKLIST

HIDALGO COUNTY SHERIFF'S OFFICE

" MAINTENANCE & REPAIRS OF KITCHEN EQUIPMENT & APPLIANCES @ JAIL"
RFSQ: 2010-290-11-08-MEG

1. Request for Sealed Quotes Letter, consisting of __1__ page.
2. Legal Notice, consisting of __8__ pages.
3. Exhibit "A" Specifications consisting of __4__ pages.
4. Exhibit "B" Bid Page consisting of __2__ page.
5. Exhibit "C" Insurance Requirements, consisting of __4__ pages.
6. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of __1__ page.
7. Bidder/Vendor Application, consisting of __2__ pages.
8. Tax form W-9 consisting of __4__ pages.
9. Certification Regarding Debarment, consisting of __1__ page.
10. Draft Service Contract, consisting of __8__ pages.

The above mentioned items shall be found in the Request for Sealed Quotes (RFSQ) 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 missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank You,

Elena Gomez, Buyer

100 E. Cano, 4th Floor, Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

November 2, 2010

Re: **HIDALGO COUNTY SHERIFF'S OFFICE**
REQUEST FOR SEALED QUOTES
"Maintenance & Repairs for Kitchen Equipment & Appliances @ Jail"
RFSQ: 2010-290-11-08-MEG

Dear Participants:

Enclosed please find a Request for Sealed Quotes (RFSQ) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFSQ process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Elena Gomez, Buyer
Hidalgo County Purchasing Department

Enclosures

REQUEST FOR SEALED QUOTES

HIDALGO COUNTY SHERIFF'S OFFICE "MAINTENANCE & REPAIRS OF KITCHEN EQUIPMENT & APPLIANCES @ JAIL"

DUE DATE: November 08, 2010

Contact Person:

Elena Gomez, Buyer
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956 318-2626 X 4855

Form HCPD-03

1. Sealed quotes will be received for **HIDALGO COUNTY SHERIFF'S OFFICE – "MAINTENANCE & REPAIRS OF KITCHEN EQUIPMENT & APPLIANCES @ JAIL"** in accordance with the specifications attached as Exhibit "A" hereto. RFSQs should address all specifications set forth. Participants may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall RFSQ.

2. All RFSQs are required with the Participants name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **RFSQ NO. 2010-290-11-08-MEG - HIDALGO COUNTY SHERIFF'S OFFICE – "MAINTENANCE & REPAIRS OF KITCHEN EQUIPMENT & APPLIANCES @ JAIL"** and in County's Purchasing Department, physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 5:00 p.m., MONDAY, NOVEMBER 08, 2010 FACSIMILES OR LATE ARRIVALS WILL NOT BE ACCEPTED. ANY RFSQ 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 RFSQ. NO. 2010-290-11-08-MEG.** Hidalgo County reserves the right to refuse and reject any/all RFSQs and to waive any/all formalities or technicalities, or to accept the RFSQ 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 RFSQ that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all RFSQs submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFSQ for approval; and C.) award the RFSQ to one Participant or to multiple Participants if the County determines it is in its best interest to do so."

4. The Participant shall not substitute items named in the RFSQ without the express written consent of Hidalgo County. Failure of the delivered item 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 Participant, or to reject all RFSQs and re-advertise.

5. For work to be performed at a County owned or operated location, each Participant shall, in its sole discretion, visit the job site before preparing the RFSQ and thoroughly familiarize himself/herself with existing conditions. Participant should take field dimensions and note all circumstances which affect the dollar amount of the RFSQ.

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, Participants are required to include illustrations, specifications, explanation of warranties, and service data with their RFSQ including catalogue numbers and any necessary references.

7. No RFSQ may be withdrawn within thirty (30) days from the scheduled time to open RFSQs.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after RFSQ opening.

9. Any interpretations, amendments, corrections or changes to this RFSQ 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 RFSQs. Participants shall acknowledge receipt of all addenda as a part of their RFSQ.

10. County reserves the right to accept or reject any or all RFSQs.

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 RFSQ 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:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Elena Gomez, Buyer
(956) 318-2626 x 4855

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful Participant
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)

d) Notation - **HIDALGO COUNTY SHERIFF'S OFFICE – "MAINTENANCE & REPAIRS OF KITCHEN EQUIPMENT & APPLIANCES @ JAIL"** 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 Sheriff's Office
Attn: Guadalupe Lupe Trevino
711 E. El Cibolo Rd.
Edinburg, Texas 78539
(956) 383-8114

17. Schedule of Events

Sealed Quote Opening, 5:00 PM	**November 08, 2010**
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

18. ~~RFSQ or Performance Bond; Payment under Contract:~~

~~. If the contract proposed is for the construction of public works or is for a contract exceeding $100,000, all Participants shall furnish a good and sufficient RFSQ bond in the amount of five percent of the total contract price. A RFSQ bond must be executed with a surety company authorized to do business in Texas.~~

~~. Together with the signing of a contract or issuance of a purchase order following the acceptance of a RFSQ, and prior to commencement of the actual work, the Participant shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

~~. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~

~~. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

~~. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

19. **ETHICAL STANDARDS:**

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or

former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **Disclosure of Conflict of Interest**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.
Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If during the life of any contract or RFSQ awarded, the successful Participant'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. RFSQs, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Participants: A prospective Participant must affirmatively demonstrate Participant's responsibility. A prospective Participant, by submitting a RFSQ, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the RFSQ;
- 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 Participant 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 Participant's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful Participant will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful Participant; County reserves the right to terminate any contract immediately in the event a successful Participant fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful Participant 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 Participant, or of any agent, employee, subcontractor or supplier of successful Participant in the execution of, or performance under, any contract which may result from RFSQ award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful Participant 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 Participant's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful Participant.

28. Successful Participant 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 RFSQs shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful Participant 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 Participant 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.

RFSQ
for
HIDALGO COUNTY SHERIFF'S OFFICE
"MAINTENANCE & REPAIRS OF KITCHEN EQUIPMENT & APPLIANCES @ JAIL"
RFSQ NO.: 2010-290-11-08-MEG

To: Elena Gomez, Buyer
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned Participant 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 RFSQ, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Invitation to RFSQ Checklist presented in connection with this procurement. Participant understands that Hidalgo County reserves the right to reject any or all RFSQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFSQ.

Participant agrees that this RFSQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving RFSQs, as contained in the Specifications.

Respectfully submitted,

Participant: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"Maintenance & Repairs Of Kitchen Equipment & Appliances At County Jail"
RFSQ NO. 2010-290-11-08-MEG

SPECIFICATIONS:
Hidalgo County Sheriff's Office is seeking qualified vendors to Maintain & Repair of Kitchen Equipment & Appliances at the County Jail.

REQUIREMENTS:

- REPAIR SERVICE: All services will be performed upon request of Sheriff's Office by the awarded vendor(s) during normal business days and hours. (Unless otherwise instructed by Hidalgo County Sheriff's Office)
- REPLACEMENT PARTS: All replacement parts will be provided pursuant to the term contract.
- SERVICE CALLS: All service call will have a response within twelve (12) hours.
- All services will be done on an **"As Needed Basis".**

TERMS & CONDITIONS

1. Awarded vendor(s) should propose price for a period of one (1) year commencing upon termination upon current contract with the County's option to extend for an additional (1) one year but in no event to exceed the $50,000.00 (per year) statutory bid limit.
2. Hidalgo County reserves the right to continue this quote for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new quote for the next contract term.
3. Hidalgo County reserves the right to reject any/all quotes, to waive any/all formalities or technicalities, or to accept the quote considered the best and most advantageous to the County.
4. Hidalgo County reserves the right to award to **one or multiple vendors** whichever is in the best interest of the County.
5. Any contract awarded to a successful awarded vendor(s) will be in effect until (a) the contract expires (b) delivery and acceptance of products and/or performance of service ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.
6. Hidalgo County reserves the right to award canceled contract to next lowest awarded vendor(s) as it deems to be in the best interest of the County.
7. The successful awarded vendor will submit and maintain General Liability, Auto Liability and Workers Compensation insurance and its limits through out the contract term, as described and listed in: Exhibit "C" Insurance Requirements.
8. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.
9. Vendor will make arrangements with the Hidalgo County Purchasing Department to view and inspect equipment prior to submitting quote (if necessary).

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
   - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:
Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Elena Gomez Buyer, Physical: 2802 S. Business Hwy. 281 Postal/Mailing: 2812 S. Business Hwy. 281, New Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Thursday November 4, 2010 by 5:00 P.M. Responses to said inquiries will be sent to all applicants via facsimile by no later than, Friday November 5, 2010 by 5:00 p.m.

EQUIPMENT TO BE COVERED UNDER SERVICE AGREEMENT

#	MODEL	DESCRIPTION	SERIAL #
1	G40TB-SEFACS	BRAISING PAN, ML52351	46-2002177
2	G40TB-SEFACS	BRAISING PAN, ML52351	46-2004677
3	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396552
4	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396553
5	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396554
6	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396555
7	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396556
8	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396557
9	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396558
10	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396559
11	5GRS65F-SEFCAA	BATTERIED FRYERS W/F	481395770
12	GH45-SEFBEZ	FOUR OPEN TOP BURNER	481393515
13	60-SEFBAZ	MED DUTY GAS RANGE	481394777
14	VCE10F-SEFAAD	VULCAN ELE FULL SIZE	481398299
15	VCE10F-SEFAAD	VULCAN ELE FULL SIZE	481398300
16	FASSXLC-HOBART	20" TWIN SUPER CARBO	WT3817900C
17	972A-SEFBGE	GRIDDLE **OBSOLETE	601111063
18	SCT-763-STERO	SCT-768 STERO DISHWA	6924010-01
19	HEW-HOBART	HYDROBLEND HWB UNIT	WT3817900D
20	RW132W	1 SEC HOT BOX WIDE	058327-C
21	RW132W	1 SEC HOT BOX WIDE	058328-C
22	GT100E-SEFABL	STEAM KETTLE GT100E	271132435
23	84186	BUFFALO CHOPPER	561-146623
24	2612C	FOOD SLICER	146745/146747
25	14600C	MIXER BASE & PEDESTAL UNIT	311238438

EXHIBIT "B"
Quote Page
HIDALGO COUNTY SHERIFF'S OFFICE
"Maintenance & Repairs of Kitchen Equipment & Appliances @ Jail"
RFSQ NO. 2010-290-11-08-MEG

Vendor must thoroughly fill in each section of the Quote Page (Exhibit "B") if applicable **INCOMPLETE** submittals shall be considered a probable cause for disqualification. **N/A if not applicable**

#	MODEL	DESCRIPTION	SERIAL #	UNIT PRICE	TOTAL PRICE
1	G40TB-SEFACS	BRAISING PAN, ML52351	46-2002177		
2	G40TB-SEFACS	BRAISING PAN, ML52351	46-2004677		
3	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396552		
4	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396553		
5	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396554		
6	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396555		
7	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396556		
8	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396557		
9	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396558		
10	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396559		
11	5GRS65F-SEFCAA	BATTERIED FRYERS W/F	481395770		
12	GH45-SEFBEZ	FOUR OPEN TOP BURNER	481393515		
13	60-SEFBAZ	MED DUTY GAS RANGE	481394777		
14	VCE10F-SEFAAD	VULCAN ELE FULL SIZE	481398299		
15	VCE10F-SEFAAD	VULCAN ELE FULL SIZE	481398300		
16	FASSXLC-HOBART	20" TWIN SUPER CARBO	WT3817900C		
17	972A-SEFBGE	GRIDDLE **OBSOLETE	601111063		
18	SCT-763-STERO	SCT-768 STERO DISHWA	6924010-01		
19	HEW-HOBART	HYDROBLEND HWB UNIT	WT3817900D		
20	RW132W	1 SEC HOT BOX WIDE	058327-C		
21	RW132W	1 SEC HOT BOX WIDE	058328-C		
22	GT100E-SEFABL	STEAM KETTLE GT100E	271132435		
23	84186	BUFFALO CHOPPER	561-146623		
24	2612C	FOOD SLICER	146745/146747		
25	14600C	MIXER BASE & PEDESTAL UNIT	311238438		

EXHIBIT "B"
Quote Page
HIDALGO COUNTY SHERIFF'S OFFICE
"Maintenance & Repairs of Kitchen Equipment & Appliances @ Jail"
RFSQ NO. 2010-290-11-08-MEG

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE #: ( )_____FAX NO. :( )_____

CELL # _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

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

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD **CERTIFICATE OF INSURANCE** DATE (MM/DD/YY)

PRODUCER

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

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B

INSURER C:

INSURER D.

INSURER E

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE $ FIRE DAMAGE (Any one fire) $ MED EXP (Any one person) $ PERS & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS – COMP/OP AGG $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY – EA ACCIDENT $ OTHER THAN EA ACC $ AUTO ONLY: AGG $
C	**EXCESS LIABILITY** ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE $ AGGREGATE $ $ $ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				☐ WC STATU-TORY LIMITS ☐ OTHER E.L. EACH ACCIDENT $ E.L. DISEASE – EA EMPLOYEE $ E.L. DISEASE – POLICY LIMIT $
	OTHER				

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

CANCELLED

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.	**OFFICE USE ONLY** Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address: **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit**
_____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**
State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker**
_____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	**Disadvantaged Business (At Least 51% Ownership)**	
❒ Less than 125,000 annual gross receipt	❒ Black American	❒ Native American
❒ Less than 250,000 annual gross receipt	❒ Hispanic American	❒ Women
❒ Less than 499,000 annual gross receipt	❒ Asian Pacific American	❒ Other
❒ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ❒ Yes ❒ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ❒ Yes ❒ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ❒ Yes ❒ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ❒Yes ❒ No

If yes, by whom?: ❒ Texas Building & Procurement Commission ❒ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ❒ Yes ❒ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ ___ ___ – ___ ___ – ___ ___ ___ ___

or

Employer identification number
___ ___ – ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

VENDOR'S SEALED QUOTES

EXHIBIT "B"
Quote Page
HIDALGO COUNTY SHERIFF'S OFFICE
"Maintenance & Repairs of Kitchen Equipment & Appliances @ Jail"
RFSQ NO. 2010-290-11-08-MEG

Vendor must thoroughly fill in each section of the Quote Page (Exhibit "B") if applicable INCOMPLETE submittals shall be considered a probable cause for disqualification. N/A if not applicable

#	MODEL	DESCRIPTION	SERIAL #	UNIT PRICE	TOTAL PRICE
1	G40TB-SEFACS	BRAISING PAN, ML52351	46-2002177	—	—
2	G40TB-SEFACS	BRAISING PAN, ML52351	46-2004677	—	—
3	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396552	846.00	846.00
4	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396553	846.00	846.00
5	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396554	846.00	846.00
6	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396555	846.00	846.00
7	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396556	846.00	846.00
8	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396557	846.00	846.00
9	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396558	846.00	846.00
10	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396559	846.00	846.00
11	5GRS65F-SEFCAA	BATTERIED FRYERS W F	481395770	3010.00	3010.00
12	GH45-SEFBEZ	FOUR OPEN TOP BURNER	481393515	354.00	354.00
13	60-SEFBAZ	MED DUTY GAS RANGE	481394777	497.00	497.00
14	VCE10F-SEFAAD	VULCAN ELE FULL SIZE	481398299	2616.25	2616.25
15	VCE10F-SEFAAD	VULCAN ELE FULL SIZE	481398300	2616.25	2616.25
16	FASSXLC-HOBART	20" TWIN SUPER CARBO	WT3817900C	540.00	540.00
17	972A-SEFBGE	GRIDDLE **OBSOLETE	601111063	843.00	843.00
18	SCT-763-STERO	SCT-768 STERO DISHWA	6924010-01	4717.00	4717.00
19	HEW-HOBART	HYDROBLEND HWB UNIT	WT3817900D	705.00	705.00
20	RW132W	1 SEC HOT BOX WIDE	058327-C	837.00	837.00
21	RW132W	1 SEC HOT BOX WIDE	058328-C	837.00	837.00
22	GT100E-SEFABL	STEAM KETTLE GT100E	271132435	592.00	592.00
23	84186	BUFFALO CHOPPER	561-146623	459.00	459.00
24	2612C	FOOD SLICER	146745-146747	319.00	319.00
25	14600C	MIXER BASE & PEDESTAL UNIT	311238438	474.00	474.00

EXHIBIT "B"

Quote Page

HIDALGO COUNTY SHERIFF'S OFFICE

"Maintenance & Repairs of Kitchen Equipment & Appliances @ Jail"

RFSQ NO. 2010-290-11-08-MEG

BIDDER/COMPANY NAME: Hobart Service

ADDRESS: 1200. E. Hackberry #C

CITY/STATE/ZIP CODE: McAllen Tx 78501

PHONE #: (956) 618-1817 FAX NO.: (956) 618-1983

CELL # 956-587-1904

AUTHORIZED SIGNATURE:

PRINTED NAME: James S. Vestavia

TITLE: Branch Manager

EXHIBIT "C"

INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/13/2010

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
MARSH USA INC.
500 WEST MONROE STREET
CHICAGO, IL 60661
Attn: Fax 212-948-0300 or ITW.certrequest@marsh.com

300045-HOBAR-HOBAR-10-11

INSURED
ILLINOIS TOOL WORKS INC.
ITW FOOD EQUIPMENT GROUP
ATTN: VICKI LADE
701 S. RIDGE AVENUE
TROY, OH 45374-0001

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B : American Zurich Insurance Company	40142
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CHI-002985984-18 **REVISION NUMBER:** 11

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**			GLO 9373453-07	11/01/2010	11/01/2011	EACH OCCURRENCE	$ 2,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$ 10,000
	X $1,000,000 S.I.R.						PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC							$
A	**AUTOMOBILE LIABILITY**			BAP 9373447-07	11/01/2010	11/01/2011	COMBINED SINGLE LIMIT (Ea accident)	$ 3,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	HIRED AUTOS							$
	NON-OWNED AUTOS							$
	X $500,000 DED COMP & COLL							
	[ ] **UMBRELLA LIAB** [ ] OCCUR						EACH OCCURRENCE	$
	[ ] **EXCESS LIAB** [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DEDUCTIBLE							$
	[ ] RETENTION $							$
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N			WC 9373451-08 (AOS Ded)	11/01/2010	11/01/2011	X WC STATU-TORY LIMITS [ ] OTH-ER	
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)	N / A		WC 9373452-08 (Retro - ID, WI)	11/01/2010	11/01/2011	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
ITW FOOD EQUIPMENT GROUP INCLUDES THE FOLLOWING AS INSUREDS: HOBART (SUCCESSOR TO HOBART CORPORATION), HOBART BAKERY SYSTEMS, BAXTER MANUFACTURING, TRAULSEN, VULCAN-HART, AXIOM EQUIPMENT, AVERY BERKEL, BERKEL, CRIMSCO, GAYLORD INDUSTRIES, KAIRAK, SOMAT, STERO, WITTCO FOODSERVICE EQUIPMENT, WOLF RANGE, MANNHART, PEERLESS GROUP.
DOES NOT INCLUDE INDEPENDENT CONTRACTORS D/B/A HOBART SALES & SERVICE.

CERTIFICATE HOLDER

HIDALGO COUNTY
PURCHASING DEPT.
2812 S. HIGHWAY BUS 281
EDINBURG, TX 78539

CANCELLATION

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
of Marsh USA Inc.
Katey E. Jones

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ADDITIONAL INFORMATION

CHI-002985984-18

DATE (MM/DD/YY)
12/13/2010

PRODUCER
MARSH USA INC.
500 WEST MONROE STREET
CHICAGO, IL 60661
Attn: Fax 212-948-0300 or ITW.certrequest@marsh.com

300045-HOBAR-HOBAR-10-11

INSURED
ILLINOIS TOOL WORKS INC.
ITW FOOD EQUIPMENT GROUP
ATTN: VICKI LADE
701 S. RIDGE AVENUE
TROY, OH 45374-0001

INSURERS AFFORDING COVERAGE	NAIC #
INSURER G:	
INSURER H:	
INSURER I:	
INSURER J:	

TEXT

INSURANCE COVERAGE IS SUBJECT TO POLICY EXCLUSIONS, POLICY TERMS AND CONDITIONS.

CERTIFICATE HOLDER

HIDALGO COUNTY
PURCHASING DEPT.
2812 S. HIGHWAY BUS 281
EDINBURG, TX 78539

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Katey E. Jones

	INCLUDED				EACH EMPLOYEE	$1,000,000

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

MEMORANDUM OF INSURANCE	**DATE** 08-Nov-2010

This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via http://www.marsh.com/moi?client=0367. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.

PRODUCER	**INSURED**
Marsh USA Inc. ("Marsh")	ILLINOIS TOOL WORKS INC. 3600 West Lake Avenue Glenview, Illinois 60026-1215 United States

ADDITIONAL INFORMATION

* GENERAL LIABILITY SUBJECT $1,000,000 SIR

AUTOMOBILE PHYSICAL DAMAGE - USD $500,000 COMP & COLL. DEDUCTIBLE

ILLINOIS TOOL WORKS INC. INCLUDING ITS BUSINESS UNITS LISTED BELOW:

ACCESSORIES MARKETING
ACME PACKAGING
ACME PACKAGING SYSTEMS
ACME DISTRIBUTOR SALES
AIM COMPONENTS
AIR MANAGEMENT
ALMA
AMERI-CAD
AMERICAN SAFETY TECHNOLOGIES
AMP
ANCHOR FASTENERS
ANCHOR STAMPINGS
ANGLEBOARD
ARK-LES
ASSEMBLY COMPONENTS
ATLANTIC MILLS
AUTO WAX
AUTOMOTIVE FINISHING
AUTOMOTIVE PROFIT PROGRAMS
AUTOMOTIVE REFINISHING
AVERY BERKEL
AVERY-WEIGH-TRONIX
B & L PLASTICS
BAGCO, INC.
BALANCE ENGINEERING
BAXTER MANUFACTURING
BAY AREA LABELS
BAYSHORE TRUCK EQUIPMENT COMPANY
BEDFORD WIRE
BEE LEITZKE
BERKEL
BERNARD WELDING COMPONENTS
BGK
BLUE RIDGE PLASTICS, LLC

BRANDS
BUEHLER INTERNATIONAL
BUILDEX
CAL SENSORS
CARGO SAFE
CCC HEAVY DUTY TRUCK PARTS CO.
CCC PARTS COMPANY
CCC PARTS COMPANY D/B/A TRUCK PARTS SPECIALISTS
CCC TRUCK PARTS COMPANY
CCI CORPORATION
CEAST
CENTRAL LABELS
CFC INTERNATIONAL
CHEMTRONICS
CHRONOMATIC
CHRONOTHERM
CIP FASTENERS
CIP STAMPINGS
CODING PRODUCTS
COOLING SYSTEMS
COMMERCIAL GSE
COMPONENTS & TOOLS
CONTAINER STRAPPING
CONVERTED PRODUCTS
COVID SECURITY GROUP
CRANE CARRIER CORP
DAHTI
DELPRO
DELTAR - TEKFAST
DELTAR ENGINEERED COMPONENTS
DELTAR I.P.A.C.
DELTAR RELEASE SYSTEMS
DEVCON
DIAGRAPH - LABEL GROUP
DIAGRAPH - MARKING & CODING
DIAGRAPH - MSP
DOT LABEL INC.
DOWN RIVER
DRAWFORM
DRIVE TRAIN SPECIALISTS OF TULSA, INC.
DUO FAST CONSTRUCTION
DYKEM
DYMON
DYNATEC
DYNOTECH ENGINEERING
E.H. WACHS COMPANY
ELASTOMERIC ROOFING SYSTEMS, INC.
ELECTRO STATIC TECHNOLOGY
ELECTROCAL
ELECTRONIC COMPONENT PACKAGING SYSTEMS
ENGINEERED FASTENERS
ENVOPAK US
F. B. JOHNSTON GRAPHICS, INC.
FANTAPAK INTERNATIONAL GROUP
FASTEX DISTRIBUTION
FASTEX OEM & APPLIANCE
FIBRE GLASS-EVERCOAT COMPANY
FILTERTEK
FILTRATION PRODUCTS
FILTRATION - GENEVA
FLEETWOOD - SIGNODE
FOILMARK
FOILS - PLASTICS & SECURITIES
FOILS - PRINTED PRODUCTS
FOOD EQUIPMENT GROUP NORTH AMERICA
FORMEX
FOXJET
FRANKLYNN INDUSTIRES
FUTURA COATINGS

GALE WRAP
GAYLORD INDUSTRIES
GEMA
GERRARD STRAPPING COMPANY
GSE MILITARY
GSE SCALES SYSTEMS
HARTNESS INTERNATIONAL (GENERAL LIABILTIY & AUTOMOBILE)
HEARTLAND MANUFACTURING COMPANY
HEAVY DUTY PARTS, INC.
HI-CONE
HIGH MIND
HIGHLAND
HOBART BAKERY SYSTEMS
HOBART - DOES NOT INCLUDE INDEPENDENT CONTRACTORS D/B/A HOBART SALES & SERVICE
HOBART BROTHERS
HOBART GROUND POWER
HOLOGRAPHICS
HWA MEIR
I. KELA
IMPRO
IMTRAN
INDUSTRIAL FINISHING
INSTRON
INSULATED PRODUCTS
INSULATION SYSTEMS
INTERNATIONAL HOLOGRAPHIC PAPER (IHP)
ION SYSTEMS, INC.
ITW BUILDING COMPONENTS GROUP INC.
ITW CONSTRUCTION SERVICE & PARTS
ITW CONSUMER
ITW CONSUMER DEVCON/VERSACHEM
ITW FOOD EQUIPMENT LLC
ITW INDUSTRIAL FASTENING
ITW MULLER
ITW STRAPBINDER
J & B AVIATION
JEMCO
JETLINE ENGINEERING
JIT MANUFACTURING
JIT TECHNOLOGIES
JOSEF KIHLBERG
K&K WELDING
KAIRAK
KESTER
KIWIPLAN
LEITZKE MANUFACTURING
LINX
LOCK N POP
LOMA SYSTEMS
LOVESHAW
LPS LABORATORIES
LUMEX
M&C SPECIALTIES
MAGNAFLUX
MANNHART
MARK-TEX
MAXAL INTERNATIONAL
MEDALIST
MEYERCORD REVENUE
MIDWEST INDUSTRIAL PACKAGING
MINIGRIP
MILLER ELECTRIC
MONROE PACKAGING
MUMM PRODUCTS
NATIONAL FLEET SERVICES, INC.
NATIONAL FLEET SUPPLY CORPORATION
NATIONAL FLEET SUPPLY CORPORATION D/B/A BECK'S FRAME & ALIGNMENT
NATIONAL FLEET SUPPLY CORPORATION D/B/A BRAKES, INC
NATIONAL FLEET SUPPLY CORPORATION D/B/A FLEET SUPPLY OF GEORGIA

NATIONAL FLEET SUPPLY CORPORATION D/B/A SPRING SERVICE & ALIGNMENT OF GREENVILLE SC
NATIONAL FLEET SUPPLY CORPORATION D/B/A DOUG'S DIESEL
NATIONAL FLEET SUPPLY CORPORATION D/B/A CCC TRUCK PARTS COMPANY
NATIONAL FLEET SUPPLY CORPORATION D/B/A CCC TRUCK PARTS OF COLUMBIA
NATIONAL FLEET SUPPLY CORPORATION D/B/A JOINT & CLUTCH SERVICES
NATIONAL FLEET SUPPLY CORPORATION D/B/A/ C.C. / GRISSOM & SON
NATIONAL FLEET SUPPLY CORPORATION D/B/A TRUCKRAFT REBUILDERS OF VIRGINIA
NATIONAL FLEET SUPPLY CORPORATION D/B/A TRUCK PARTS OF HICKORY
NATIONAL FLEET SUPPLY CORPORATION D/B/A TRUCK PARTS SPECIALISTS
NATIONAL TRUCK PARTS, INC
NATIONAL TRUCK PARTS OF FLORIDA
NATIONAL TRUCK PARTS OF FLORIDA D/B/A TRUCH PARTS SPECIALISTS
NATIONAL TRUCK PARTS OF GEORGIA, INC
NATIONAL TRUCK PARTS OF GEORGIA, INC. D/B/A SIKES TRANSPORTATION SERVICES
NATIONAL TRUCK PARTS OF THE MIDWEST
NATIONAL TRUCK PARTS OF THE MIDWEST D/B/A POWER CLUTCH AND DRIVE
NATIONAL TRUCK PARTS SURPLUS
NATIONAL SERVICE CENTER
NEXUS
NORWOOD MARKING SYSTEMS
OPTO DIODE
PACIFIC CONCEPT INDUSTRIES
PAKTRON
PANCON U.S.
PANEL FASTENING SYSTEMS
PASLODE
PAXTON PRODUCTS
PEERLESS MACHINERY
PERMATEX
PHILADELPHIA RESINS
PILLAR TECHNOLOGIES
PLASTEC PRECISION PRODUCTS
PLASTIC PACKAGING SYSTEMS
PLASTIC RECYCLING ALLIANCE
PLASTIGLIDE
PLEXUS
PMI FOOD EQUIPMENT GROUP
PACIFIC POLYMERS, INC.
POLYCRAFT
POLYMER CASTINGS
POLYSPEC NV
POWERTRAIN FASTENING
PRECISION BRAKE & CLUTCH, INC.
PRECISION BRAKE & CLUTCH, INC. DBA MARGOT
PRECISION BRAKE & CLUTCH, INC. D/B/A MARGO - GONZALES
PRECISION BRAKE & CLUTCH, INC. D/B/A TRUCK SERVICE & EQUIPMENT
PRECISION BRAKE & CLUTCH, INC. D/B/A ALL AMERICAN TRUCK CENTER
PRECISION BRAKE & CLUTCH, INC. D/B/A HEAVY DUTY PARTS & EQUIPMENT
PRO/MARK
PRODUX
PTO SALES CORPORATION
PTO SALES CORPORATION D/B/A DRIVE TRAIN SPECIALISTS, SAN DIEGO
QSA GLOBAL INC.
QUANTUM MARKETING
QUASAR INTERNATIONAL
QUIPP
RACOR
RAMSET
RED HEAD
REDDI-PAC
REQUISITE TECHNOLOGY INC.
RIDE RITE
RIG PACKAGING
RIPPEY
ROCOL NORTH AMERICA
SCHNEE-MOREHEAD
SEALANT SYSTEMS INTERNATIONAL
SEXTON
SHAKEPROOF ANCHOR/MEDALIST AUTOMOTIVE PRODUCTS

SHAKEPROOF AUTOMOTIVE PRODUCTS
SHAKEPROOF INDUSTRIAL PRODUCTS
SHAKEPROOF INDUSTRIAL PRODUCTS/ALPINE SCREW
SHIPPERS LIGHTWEIGHT PRODUCTS
SHIPPERS HEAVYWEIGHT PRODUCTS
SIGNODE
SIGNODE INDUSTRY PACKAGING SYSTEMS
SIGNODE METAL PRODUCTS
SIGNODE SERVICE
SIMCO
SIX STATES DISTRIBUTORS, INC.
SIX STATES DISTRIBUTORS D/B/A EXCHANGE PARTS
SLIME
SMITH EQUIPMENT
SOMAT
SONOTECH
SOUTHLAND
SPACE BAG
SPARTAN COMPUTER SERVICES
SPEEDLINE TECHNOLOGIES
SPIROID
SPRAY NINE
SPRAYCORE
ST. JUDE POLYMER
STANDARD PARTS CORPORATION
STANDARD PARTS CORPORATION DBA WESTERN VIRGINIA TRUCK PARTS
STERO
STRETCH PACKAGING SYSTEMS
SUNRISE ARKANSAS
SUPERB PRODUCTS
SUPERIOR SPRING COMPANY
SUPERIOR SPRING COMPANY D/B/A HEAVY DUTY SERVICES
SWITCHES
TACC
TECH SPRAY
TEMPIL
TEXWIPE
THERMAL FILMS
THIELEX
TOMCO
TRANS TECH AMERICA
TRAULSEN
TRIDENT
TRILECTRON INDUSTRIES
TRIMARK
TRUCK PARTS SPECIALISTS, INC.
TRUCK PARTS SPECIALISTS, INC. D/B/A JOHN'S GEAR SHOP
U-JOINTS, INC
U-JOINTS, INC. D/B/A TRUCK PARTS SPECIALISTS
U-JOINTS, INC. D/B/A AMARILLO CLUTCH & DRIVE SHAFT
U-JOINTS, INC D/B/A DRIVE TRAIN SPECIALISTS OF ODESSA
U-JOINTS, INC. D/B/A DRIVE TRAIN SPECIALISTS OF MIDLAND
UNITED SILICONE
VALERON STRENGTH FILMS
VITRONICS SOLTEC
VORTEC
VULCAN-HART
WACHS SUBSEA, LLC
WAREHEIM AIR BRAKES, INC.
WAREHEIM AIR BRAKES, INC. D/B/A MID-ATLANTIC GEAR
WATERBURY BUCKLE/PLASTIGLIDE
WELDCRAFT WELDING COMPONENTS
WELDING NOZZLE INTERNATIONAL
WILSONART INTERNATIONAL, INC.
WITTCO FOODSERVICE EQUIPMENT
WOLF RANGE
WORKHOLDING
WYNN'S
ZIP-PAK

THE MEMORANDUM OF INSURANCE SERVES SOLELY TO LIST INSURANCE POLICIES, LIMITS AND DATES OF COVERAGE. ANY MODIFICATIONS HERETO ARE NOT AUTHORIZED.

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

nothing to report a-c

the following:
a) Renovations of administration building
b) Other ongoing county owned building construction, renovation repair projects
c) Emergency situations occurring since last agenda meeting

approved **4. AI-24182** a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;

approved b. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of engineers in connection with professional Materials Testing Services required for Pct. #4 Projects.

Firms	Scores	Ranks
RABA Kistner	95	3
Millennium Eng.	96	2
L&G Engineers	99	1

approved c. Authority for the Purchasing Department to negotiate a professional Materials Testing Services Contract with the No.1 ranked firm of L&G Engineers for the provision of Material Testing Services for Pct. # 4 Projects.

mingo pct 3
eddie gonzalez 1
yolanda chapa
humberto garza
5. AI-24225 Selection/Assignment/Designation of the Evaluation Committee to score, grade and evaluate the three nominated architectural firms of through CC action of 11-30-10 of: Mata-Villarreal-Garcia Design, LLP; ERO International, LLP; and Rike-Ogden-Figueroa-Allex Architects, Inc. in connection with the design and construction of an Additional Administration Building to house elected offices, departments, programs and/or agencies including, but not limited to, those currently housed at the leased property known as the Mediplex.

approved **6. AI-24112** Recommending award of bid through request sealed quotes and approval of contract documents to bidder meeting all specifications/requirements attached hereto for Hidalgo County Sheriff's Office -"Maintenance & Repair of Kitchen Equipment & Appliance at the Hidalgo County Adult Detention Center, aka, County Jail" RFSQ No.: 2010-290-11-08-MEG.

approved **7. AI-24217** a. Discussion and action to award to McGriff, Seibels & Williams and approval of final negotiations (including best and final offers for RFP No. 2010-267-10-27-OTM "Hidalgo County-Excess Workers' Compensation Insurance" (as selected by CC on 11-30-10);

approved b. Requesting approval to purchase the insurance coverages and/or services for RFP No. 2010-267-10-27-OTM "Hidalgo County-Excess Workers' Compensation Insurance", as described in the RFP Proposal-Premiums & Fee Schedule as submitted by and through McGriff, Seibels & Williams.

approved **8. AI-23928** a. Presentation by consultant, Alamo Insurance Group, of scoring grid with recommendation on the responses received for: Group Term Life-Accidental Death and Dismemberment for formal ranking by Commissioner's Court so as to proceed with award:

	Provider	Score/Grade	Rank
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

approved b. Approval to award to the number one (1) ranked firm of_____ with authority to purchase policy or policies for: Group Term Life-Accidental Death and Dismemberment.

9. AI-24208 a. Request by CC member for Hidalgo County to exercise it's option to terminate (under

approved

AI-24112 **20.A.6.**

Award of bid -Maintenance & Repair of Kitchen Equipment & Appliance @ Jail

CC REGULAR

Date: 12/07/2010
Submitted By: Elena Gomez, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Recommending award of bid through request sealed quotes and approval of contract documents to bidder meeting all specifications/requirements attached hereto for Hidalgo County Sheriff's Office -"Maintenance & Repair of Kitchen Equipment & Appliance at the Hidalgo County Adult Detention Center, aka, County Jail" RFSQ No.: 2010-290-11-08-MEG.

BACKGROUND

Current Contract expires on 12/16/10

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 1100-423-21-280-002-0-432
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n

BUDGETARY IMPACT:

Available balance as of 12-3-10 $15,380.82
On an " as needed basis"

Attachments

Link: Exhibit B and insurance
Link: Participation Sheet
Link: Memo of recommendation
Link: Contract
Link: Tabulation Sheet

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/02/2010 05:00 PM	APRV
2	Budget & Management	Ivan Cantu	12/03/2010 07:37 AM	APRV
3	Manuel Chapa	Manuel Chapa	12/03/2010 10:18 AM	APRV
4	Auditor's Office		12/03/2010 05:15 PM	NEW

Form Started By: Elena Gomez Started On: 11/23/2010 08:40 AM
Final Approval Date: 12/03/2010

Leticia Saenz

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, February 09, 2011 4:56 PM
To: leticia.saenz@co.hidalgo.tx.us
Subject: FW: Draft Amendment to Contract#C-10-290-12-07-ITW Food Equipment LLC dba Hobart Service-HCSO

OK!!!!!!!

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, February 09, 2011 4:43 PM
To: 'Martha Salazar'
Subject: RE: Draft Amendment to Contract#C-10-290-12-07-ITW Food Equipment LLC dba Hobart Service-HCSO

The amendment is OK.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, February 09, 2011 3:41 PM
To: 'Stephen L. Crain'
Cc: leticia.saenz@co.hidalgo.tx.us
Subject: FW: Draft Amendment to Contract#C-10-290-12-07-ITW Food Equipment LLC dba Hobart Service-HCSO

Mr. Crain:

Here is the information you requested earlier. Please review and comment as to form.

Marty

From: Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Wednesday, February 09, 2011 3:05 PM
To: 'Martha Salazar'
Cc: 'Darlene Betancourt'; 'Elena Gomez'
Subject: RE: Draft Amendment to Contract#C-10-290-12-07-ITW Food Equipment LLC dba Hobart Service-HCSO

Ms. Marty-

Attached, both the Service Contract approved on 12/07/10 reflecting the incorrect commencement date and "draft" amendment to reflect correct term dates.

Please forward to Mr. Crain for his review and approval.

Thanks.

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2802 South Business Hwy. 281
Edinburg, Texas 78539
(956) 292-7000 x-4861 fax (956) 318-2629

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, February 09, 2011 1:54 PM
To: leticia.saenz@co.hidalgo.tx.us
Subject: FW: Draft Amendment to Contract#C-10-290-12-07-ITW Food Equipment LLC dba Hobart Service-HCSO

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, February 09, 2011 1:35 PM
To: 'Martha Salazar'
Subject: RE: Draft Amendment to Contract#C-10-290-12-07-ITW Food Equipment LLC dba Hobart Service-HCSO

I also need to see the original agreement.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, February 09, 2011 11:04 AM
To: 'Stephen L. Crain'
Cc: leticia.saenz@co.hidalgo.tx.us
Subject: FW: Draft Amendment to Contract#C-10-290-12-07-ITW Food Equipment LLC dba Hobart Service-HCSO
Importance: High

Mr. Crain:

Please review and comment as to form.

Thanks,

Marty

From: Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Wednesday, February 09, 2011 10:19 AM
To: 'Martha Salazar'
Cc: 'Darlene Betancourt'; 'Elena Gomez'
Subject: Draft Amendment to Contract#C-10-290-12-07-ITW Food Equipment LLC dba Hobart Service-HCSO
Importance: High

Ms. Marty-

Please forward to legal counsel for review and approval as to form the attached **"draft" Amendment** to **Service Contract #C-10-290-12-07-ITW Food Equipment LLC** d/b/a **Hobart Service** for the purposes of: **Maintenance & Repairs of Kitchen Equipment and Appliances (on an as needed basis)** for the **Sheriff's Office.**

Please advise as I am going to place on the next CC agenda for approval.

Thanks.

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2802 South Business Hwy. 281
Edinburg, Texas 78539
(956) 292-7000 x-4861 fax (956) 318-2629

AI-25243 **19.D.**

Cause #CL-10-0436-D; Jose Rodriguez v. County of Hidalgo

CC REGULAR

Date:	02/14/2011
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Closed Session

Information

CAPTION

Cause #CL-10-0436-D; Jose Rodriguez v. County of Hidalgo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	02/09/2011 02:16 PM	APRV
2	Auditor's Office		02/11/2011 07:44 AM	NEW

Form Started By: Angela Garcia Started On: 02/09/2011 01:19 PM

Final Approval Date: 02/11/2011

AI-25246 **19.E.**

Cause #709-CV-00316; Alma Sanchez v. Hid. Co. Sheriff's Dept.
CC REGULAR

Date:	02/14/2011
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Closed Session

Information

CAPTION

Cause #709-CV-00316; Alma Sanchez v. Hidalgo Co. Sheriff's Dept.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	02/09/2011 02:16 PM	APRV
2	Auditor's Office		02/11/2011 07:44 AM	NEW

Form Started By: Angela Garcia — Started On: 02/09/2011 01:28 PM

Final Approval Date: 02/11/2011

AI-25284 **19.F.**

Cause No. C-2483-10-B; Joel Quintanilla, et al v. Rene A. Ramirez, et al
CC REGULAR

Date:	02/14/2011
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Closed Session

Information

CAPTION

Cause No. C-2483-10-B; Joel Quintanilla, et al v. Rene A. Ramirez, et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/10/2011 03:31 PM	APRV
2	Auditor's Office		02/11/2011 07:44 AM	NEW

Form Started By: Monica Badillo Started On: 02/10/2011 02:46 PM

Final Approval Date: 02/11/2011

AI-25291 **19.G.**

C-1135-10-G; Jose Luis Salas, et al v. County of Hidalgo

CC REGULAR

Date:	02/14/2011
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Closed Session

Information

CAPTION

C-1135-10-G; Jose Luis Salas, et al v. County of Hidalgo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/10/2011 04:46 PM	APRV
2	Auditor's Office		02/11/2011 07:44 AM	NEW

Form Started By: Monica Badillo — Started On: 02/10/2011 04:35 PM

Final Approval Date: 02/11/2011

AI-25293 **19.H.**

CL-09-3518-F; Guadalupe Guzman et al v. County of Hidalgo

CC REGULAR

Date:	02/14/2011
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Closed Session

Information

CAPTION

CL-09-3518-F; Guadalupe Guzman, individually and as next friend of Angelli Nahomi Martinez and Anay Yiselle Garcia v. County of Hidalgo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Monica Badillo	Started On: 02/10/2011 05:04 PM
Final Approval Date: 02/11/2011	

AI-25245 **20.D.**

Cause #CL-10-0436-D; Jose Rodriguez v. County of Hidalgo

CC REGULAR

Date:	02/14/2011
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Open Session

Information

CAPTION

Cause #CL-10-0436-D; Jose Rodriguez v. County of Hidalgo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	02/09/2011 02:16 PM	APRV
2	Auditor's Office		02/11/2011 07:44 AM	NEW

Form Started By: Angela Garcia Started On: 02/09/2011 01:20 PM

Final Approval Date: 02/11/2011

AI-25247 **20.E.**

Cause #709-CV-00316; Alma Sanchez v. Hidalgo Co. Sheriff's Dept.
CC REGULAR

Date:	02/14/2011
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Open Session

Information

CAPTION

Cause #709-CV-00316; Alma Sanchez v. Hidalgo Co. Sheriff's Dept.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	02/09/2011 02:16 PM	APRV
2	Auditor's Office		02/11/2011 07:44 AM	NEW

Form Started By: Angela Garcia — Started On: 02/09/2011 01:29 PM

Final Approval Date: 02/11/2011

AI-25285 **20.F.**

Cause No. C-2483-10-B; Joel Quintanilla, et al v. Rene A. Ramirez, et al
CC REGULAR

Date:	02/14/2011
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Open Session

Information

CAPTION

Cause No. C-2483-10-B; Joel Quintanilla, et al v. Rene A. Ramirez, et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/10/2011 03:31 PM	APRV
2	Auditor's Office		02/11/2011 07:44 AM	NEW

Form Started By: Monica Badillo — Started On: 02/10/2011 02:47 PM

Final Approval Date: 02/11/2011

AI-25292 **20.G.**

C-1135-10-G; Jose Luis Salas, et al v. County of Hidalgo

CC REGULAR

Date:	02/14/2011
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Open Session

Information

CAPTION

C-1135-10-G; Jose Luis Salas, et al v. County of Hidalgo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/10/2011 04:46 PM	APRV
2	Auditor's Office		02/11/2011 07:44 AM	NEW

Form Started By: Monica Badillo Started On: 02/10/2011 04:36 PM

Final Approval Date: 02/11/2011

AI-25294 **20.H.**

CL-09-3518-F; Guadalupe Guzman v. County of Hidalgo

CC REGULAR

Date:	02/14/2011
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Open Session

Information

CAPTION

CL-09-3518-F; Guadalupe Guzman, individually and as next friend of Angelli Nahomi Martinez and Anay Yiselle Garcia v. County of Hidalgo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Monica Badillo	Started On: 02/10/2011 05:05 PM
Final Approval Date: 02/11/2011	