AI-25942 **6.B.**

Interlocals with Cities (libraries)

CC REGULAR

Date:	04/05/2011
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Approval of Library Interlocal Agreements between Hidalgo County and the following cities: Alamo, Donna, Edinburg, Elsa, Hidalgo, La Joya, McAllen, Mercedes, Mission, Pharr, San Juan, and Weslaco.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-455-00-125-024-0-841

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

BUDGETARY IMPACT:

Funds available as of 3/24/11 $221,000.00.

Attachments

Link: CITY OF ALAMO
Link: CITY OF DONNA
Link: CITY OF EDINBURG
Link: CITY OF ELSA
Link: CITY OF HIDALGO
Link: CITY OF LA JOYA
Link: CITY OF MCALLEN
Link: CITY OF MERCEDES
Link: CITY OF MISSION
Link: CITY OF PHARR
Link: CITY OF SAN JUAN
Link: CITY OF WESLACO

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/24/2011 10:40 AM	APRV
2	Erika Zamora	Erika Zamora	03/31/2011 09:01 AM	APRV
3	Auditor's Office	Monica Badillo	03/31/2011 04:00 PM	APRV

Form Started By: Angela Garcia

Started On: 03/24/2011 09:16 AM

Final Approval Date: 03/31/2011

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
HIDALGO COUNTY LIBRARY SYSTEM

This Agreement is made on this 4th day of January, 2011, by and between **Hidalgo County, Texas** (hereinafter "County", or "the County") and the **City of Alamo, Texas** (hereinafter "City" or "the City") in accordance with the provisions of Chapter 791, Tex. Government Code, Annotated; and Chapter 323, Texas Local Government Code, Annotated; as follows:

WHEREAS, the County has established the Hidalgo County Library System (hereinafter "HCLS") pursuant to authority granted under Chapter 323, Texas Local Government Code (Chapter 323); and

WHEREAS, the City wishes to participate as a member of HCLS; and

WHEREAS, pursuant to standard HCLS operating procedures, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware, software and other resources for library services for the free use of City's library by residents of rural areas of the County, pursuant to Texas Government Code 323.011; and

WHEREAS, the County and City desire to clarify the terms and conditions of the operation of HCLS, and to provide direct funding to City in certain circumstances; and

WHEREAS, the County finds that the City is suitably organized to provide efficient and effective free library services to County residents under Chapter 323; and

WHEREAS, the County therefore desires to expend funds to assist City in defraying the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, the County and City agree as follows:

1. The County, beginning with its 2011 fiscal year, shall annually budget and allocate funding for the City's library, in accordance with an allocation formula established, reviewed and approved by HCLS. This allocation formula shall be reviewed and approved annually at the beginning of the County fiscal year by HCLS meeting in regular session. Funds disbursed to the City shall be in consideration for the City agreeing to permit its library to assume the functions of a county library within Hidalgo County. Funds budgeted pursuant to this paragraph and HCLS provisions shall be used by HCLS; or in the case of direct County funding to the City, by the City, to purchase contractual services and library materials, including but not limited to, books, supplies and services, Internet connectivity, electronic database services and connections, equipment and furnishings, and computer hardware and software. HCLS and the City agree to comply with all purchasing laws, policies and procedures of their respective entities and the State of Texas.

2. The City agrees to maintain and operate its city library in accordance with the standards of the Texas State Library System Act, and Chapter 323; and specifically covenants to assure that the librarian of the City's library meets the minimum standards established by Texas State Library and Archives Commission ("State Library"), including any and all certification mandated by the State Library. The City further agrees to cooperate with the County in any programs, promotions or Interlocal initiatives in furtherance of the purposes of HCLS.

3. The City agrees to supervise the activities and operation of its library and agrees to assume full responsibility and liability for all activities conducted under the terms of this Agreement.

4. The Personnel of the City shall not be entitled to any of the benefits of an employee of the County, including, but not limited to, County fringe benefits or the County Civil Service program.

5. The term of this Agreement shall commence from the first day of January, 2011 and shall continue until December 31, 2011; or until amended, replaced or terminated in accordance with Chapter 323. Either party may terminate this Agreement by providing six (6) months' advance notice to the other party.

6. The City agrees to give County and its authorized representatives access to, and the right to examine, excerpt and transcribe all books, accounts, records, reports, files and other papers, documents, things, or property belonging to or in use by the City in relation to its library operations for so long as such are maintained by City.

WITNESS the hands of the parties to this agreement effective as of the day and year first above written.

COUNTY OF HIDALGO, TEXAS

ATTEST:

By: _____

_____
Arturo Guajardo, Jr., County Clerk

City of Alamo, TEXAS

By: _____
Printed name: Rudy Villarreal
Title: Mayor

ATTEST:

_____
Margot Saenz, City Secretary

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

By: _____

Date: _____

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
HIDALGO COUNTY LIBRARY SYSTEM

This Agreement is made on this _____ day of _____, 2011, by and between **Hidalgo County, Texas** (hereinafter "County", or "the County") and the **City of Donna, Texas** (hereinafter "City" or "the City") in accordance with the provisions of Chapter 791, Tex. Government Code, Annotated; and Chapter 323, Texas Local Government Code, Annotated; as follows:

WHEREAS, the County has established the Hidalgo County Library System (hereinafter "HCLS") pursuant to authority granted under Chapter 323, Texas Local Government Code (Chapter 323); and

WHEREAS, the City wishes to participate as a member of HCLS; and

WHEREAS, pursuant to standard HCLS operating procedures, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware, software and other resources for library services for the free use of City's library by residents of rural areas of the County, pursuant to Texas Government Code 323.011; and

WHEREAS, the County and City desire to clarify the terms and conditions of the operation of HCLS, and to provide direct funding to City in certain circumstances; and

WHEREAS, the County finds that the City is suitably organized to provide efficient and effective free library services to County residents under Chapter 323; and

WHEREAS, the County therefore desires to expend funds to assist City in defraying the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, the County and City agree as follows:

1. The County, beginning with its 2011 fiscal year, shall annually budget and allocate funding for the City's library, in accordance with an allocation formula established, reviewed and approved by HCLS. This allocation formula shall be reviewed and approved annually at the beginning of the County fiscal year by HCLS meeting in regular session. Funds disbursed to the City shall be in consideration for the City agreeing to permit its library to assume the functions of a county library within Hidalgo County. Funds budgeted pursuant to this paragraph and HCLS provisions shall be used by HCLS; or in the case of direct County funding to the City, by the City, to purchase contractual services and library materials, including but not limited to, books, supplies and services, Internet connectivity, electronic database services and connections, equipment and furnishings, and computer hardware and software. HCLS and the City agree to comply with all purchasing laws, policies and procedures of their respective entities and the State of Texas.

2. The City agrees to maintain and operate its city library in accordance with the standards of the Texas State Library System Act, and Chapter 323; and specifically covenants to assure that the librarian of the City's library meets the minimum standards established by Texas State Library and Archives Commission ("State Library"), including any and all certification mandated by the State Library. The City further agrees to cooperate with the County in any programs, promotions or Interlocal initiatives in furtherance of the purposes of HCLS.

3. The City agrees to supervise the activities and operation of its library and agrees to assume full responsibility and liability for all activities conducted under the terms of this Agreement.

4. The Personnel of the City shall not be entitled to any of the benefits of an employee of the County, including, but not limited to, County fringe benefits or the County Civil Service program.

5. The term of this Agreement shall commence from the first day of January, 2011 and shall continue until December 31, 2011; or until amended, replaced or terminated in accordance with Chapter 323. Either party may terminate this Agreement by providing six (6) months' advance notice to the other party.

6. The City agrees to give County and its authorized representatives access to, and the right to examine, excerpt and transcribe all books, accounts, records, reports, files and other papers, documents, things, or property belonging to or in use by the City in relation to its library operations for so long as such are maintained by City.

WITNESS the hands of the parties to this agreement effective as of the day and year first above written.

COUNTY OF HIDALGO, TEXAS

ATTEST:

By: _____

_____
Arturo Guajardo, Jr., County Clerk

City of Donna, TEXAS

By: _____

Printed name: David S. Simmons

Title: Mayor

ATTEST:

_____
Martha Alvarado, City Secretary

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

By: _____

Date: _____

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

THE STATE OF TEXAS §
COUNTY OF HIDALGO §
CITY OF EDINBURG §

INTERLOCAL COOPERATION AGREEMENT
HIDALGO COUNTY LIBRARY SYSTEM

This Agreement is made on this ___day of _____, 2011, by and between **Hidalgo County, Texas** (hereinafter "County", or "the County") and the **City of Edinburg, Texas** (hereinafter "City" or "the City") in accordance with the provisions of Chapter 791, Tex. Government Code, Annotated; and Chapter 323, Texas Local Government Code, Annotated; as follows:

WHEREAS, the County has established the Hidalgo County Library System (hereinafter "HCLS") pursuant to authority granted under Chapter 323, Texas Local Government Code (Chapter 323); and,

WHEREAS, the City wishes to participate as a member of HCLS; and,

WHEREAS, pursuant to standard HCLS operating procedures, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware, software and other resources for library services for the free use of City's library by residents of rural areas of the County, pursuant to Texas Government Code 323.011; and,

WHEREAS, the County and City desire to clarify the terms and conditions of the operation of HCLS, and to provide direct funding to City in certain circumstances; and,

WHEREAS, the County finds that the City is suitably organized to provide efficient and effective free library services to County residents under Chapter 323; and,

WHEREAS, the County therefore desires to expend funds to assist City in defraying the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, the County and City agree as follows:

1. The County, beginning with its 2011 fiscal year, shall annually budget and allocate funding for the City's library, in accordance with an allocation formula established, reviewed and approved by HCLS. This allocation formula shall be reviewed and approved annually at the beginning of the County fiscal year by HCLS meeting in regular session. Funds disbursed to the City shall be in consideration for the City agreeing to permit its library to assume the functions of a county library within Hidalgo County. Funds budgeted pursuant to this paragraph and HCLS provisions shall be used by HCLS; or in the case of direct County funding to the City, by the City, to purchase contractual services and library materials, including but not limited to, books, supplies and services, Internet connectivity, electronic database services and connections, equipment and furnishings, and computer hardware and software. HCLS and the City agree to comply with all purchasing laws, policies and procedures of their respective entities and the State of Texas.

2. The City agrees to maintain and operate its city library in accordance with the standards of the Texas State Library System Act, and Chapter 323; and specifically covenants to assure that the librarian of the City's library meets the minimum standards established by Texas State Library and Archives Commission ("State Library"), including any and all certification mandated by the State Library. The City further agrees to cooperate with the County in any programs, promotions or Interlocal initiatives in furtherance of the purposes of HCLS.

3. The City agrees to supervise the activities and operation of its library and agrees to assume full responsibility and liability for all activities conducted under the terms of this Agreement.

4. The Personnel of the City shall not be entitled to any of the benefits of an employee of the County, including, but not limited to, County fringe benefits or the County Civil Service program.

5. The term of this Agreement shall commence from the first day of January, 2011 and shall continue until December 31, 2011; or until amended, replaced or terminated in

accordance with Chapter 323. Either party may terminate this Agreement by providing six (6) months' advance notice to the other party.

6. The City agrees to give County and its authorized representatives access to, and the right to examine, excerpt and transcribe all books, accounts, records, reports, files and other papers, documents, things, or property belonging to or in use by the City in relation to its library operations for so long as such are maintained by City.

WITNESS the hands of the parties to this agreement effective as of the day and year first above written.

COUNTY OF HIDALGO, TEXAS

By: _____

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

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

By: _____

Date: _____

CITY OF EDINBURG, TEXAS

By: _____
Printed Name: Ramiro Garza, Jr.
Title: City Manager

ATTEST:

By: _____
Myra L. Ayala Garza, City Secretary

CITY OF EDINBURG, TEXAS

APPROVED AS TO FORM
Gonzalez, Palacios, LLP

By: _____
City Attorney

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
HIDALGO COUNTY LIBRARY SYSTEM

This Agreement is made on this 20 day of January, 2011, by and between **Hidalgo County, Texas** (hereinafter "County", or "the County") and the **City of Elsa, Texas** (hereinafter "City" or "the City") in accordance with the provisions of Chapter 791, Tex. Government Code, Annotated; and Chapter 323, Texas Local Government Code, Annotated; as follows:

WHEREAS, the County has established the Hidalgo County Library System (hereinafter "HCLS") pursuant to authority granted under Chapter 323, Texas Local Government Code (Chapter 323); and

WHEREAS, the City wishes to participate as a member of HCLS; and

WHEREAS, pursuant to standard HCLS operating procedures, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware, software and other resources for library services for the free use of City's library by residents of rural areas of the County, pursuant to Texas Government Code 323.011; and

WHEREAS, the County and City desire to clarify the terms and conditions of the operation of HCLS, and to provide direct funding to City in certain circumstances; and

WHEREAS, the County finds that the City is suitably organized to provide efficient and effective free library services to County residents under Chapter 323; and

WHEREAS, the County therefore desires to expend funds to assist City in defraying the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, the County and City agree as follows:

1. The County, beginning with its 2011 fiscal year, shall annually budget and allocate funding for the City's library, in accordance with an allocation formula established, reviewed and approved by HCLS. This allocation formula shall be reviewed and approved annually at the beginning of the County fiscal year by HCLS meeting in regular session. Funds disbursed to the City shall be in consideration for the City agreeing to permit its library to assume the functions of a county library within Hidalgo County. Funds budgeted pursuant to this paragraph and HCLS provisions shall be used by HCLS; or in the case of direct County funding to the City, by the City, to purchase contractual services and library materials, including but not limited to, books, supplies and services, Internet connectivity, electronic database services and connections, equipment and furnishings, and computer hardware and software. HCLS and the City agree to comply with all purchasing laws, policies and procedures of their respective entities and the State of Texas.

2. The City agrees to maintain and operate its city library in accordance with the standards of the Texas State Library System Act, and Chapter 323; and specifically covenants to assure that the librarian of the City's library meets the minimum standards established by Texas State Library and Archives Commission ("State Library"), including any and all certification mandated by the State Library. The City further agrees to cooperate with the County in any programs, promotions or Interlocal initiatives in furtherance of the purposes of HCLS.

3. The City agrees to supervise the activities and operation of its library and agrees to assume full responsibility and liability for all activities conducted under the terms of this Agreement.

4. The Personnel of the City shall not be entitled to any of the benefits of an employee of the County, including, but not limited to, County fringe benefits or the County Civil Service program.

5. The term of this Agreement shall commence from the first day of January, 2011 and shall continue until December 31, 2011; or until amended, replaced or terminated in accordance with Chapter 323. Either party may terminate this Agreement by providing six (6) months' advance notice to the other party.

6. The City agrees to give County and its authorized representatives access to, and the right to examine, excerpt and transcribe all books, accounts, records, reports, files and other papers, documents, things, or property belonging to or in use by the City in relation to its library operations for so long as such are maintained by City.

WITNESS the hands of the parties to this agreement effective as of the day and year first above written.

COUNTY OF HIDALGO, TEXAS

ATTEST:

By: _____

_____
Arturo Guajardo, Jr., County Clerk

City of Elsa, TEXAS

By: _____
Printed name: Senovillo Castillo
Title: Mayor

ATTEST:

_____

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

By: _____

Date: _____

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
HIDALGO COUNTY LIBRARY SYSTEM

This Agreement is made on this 8 day of February, 2011, by and between **Hidalgo County, Texas** (hereinafter "County", or "the County") and the **City of Hidalgo, Texas** (hereinafter "City" or "the City") in accordance with the provisions of Chapter 791, Tex. Government Code, Annotated; and Chapter 323, Texas Local Government Code, Annotated; as follows:

WHEREAS, the County has established the Hidalgo County Library System (hereinafter "HCLS") pursuant to authority granted under Chapter 323, Texas Local Government Code (Chapter 323); and

WHEREAS, the City wishes to participate as a member of HCLS; and

WHEREAS, pursuant to standard HCLS operating procedures, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware, software and other resources for library services for the free use of City's library by residents of rural areas of the County, pursuant to Texas Government Code 323.011; and

WHEREAS, the County and City desire to clarify the terms and conditions of the operation of HCLS, and to provide direct funding to City in certain circumstances; and

WHEREAS, the County finds that the City is suitably organized to provide efficient and effective free library services to County residents under Chapter 323; and

WHEREAS, the County therefore desires to expend funds to assist City in defraying the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, the County and City agree as follows:

1. The County, beginning with its 2011 fiscal year, shall annually budget and allocate funding for the City's library, in accordance with an allocation formula established, reviewed and approved by HCLS. This allocation formula shall be reviewed and approved annually at the beginning of the County fiscal year by HCLS meeting in regular session. Funds disbursed to the City shall be in consideration for the City agreeing to permit its library to assume the functions of a county library within Hidalgo County. Funds budgeted pursuant to this paragraph and HCLS provisions shall be used by HCLS; or in the case of direct County funding to the City, by the City, to purchase contractual services and library materials, including but not limited to, books, supplies and services, Internet connectivity, electronic database services and connections, equipment and furnishings, and computer hardware and software. HCLS and the City agree to comply with all purchasing laws, policies and procedures of their respective entities and the State of Texas.

2. The City agrees to maintain and operate its city library in accordance with the standards of the Texas State Library System Act, and Chapter 323; and specifically covenants to assure that the librarian of the City's library meets the minimum standards established by Texas State Library and Archives Commission ("State Library"), including any and all certification mandated by the State Library. The City further agrees to cooperate with the County in any programs, promotions or Interlocal initiatives in furtherance of the purposes of HCLS.

3. The City agrees to supervise the activities and operation of its library and agrees to assume full responsibility and liability for all activities conducted under the terms of this Agreement.

4. The Personnel of the City shall not be entitled to any of the benefits of an employee of the County, including, but not limited to, County fringe benefits or the County Civil Service program.

5. The term of this Agreement shall commence from the first day of January, 2011 and shall continue until December 31, 2011; or until amended, replaced or terminated in accordance with Chapter 323. Either party may terminate this Agreement by providing six (6) months' advance notice to the other party.

6. The City agrees to give County and its authorized representatives access to, and the right to examine, excerpt and transcribe all books, accounts, records, reports, files and other papers, documents, things, or property belonging to or in use by the City in relation to its library operations for so long as such are maintained by City.

WITNESS the hands of the parties to this agreement effective as of the day and year first above written.

COUNTY OF HIDALGO, TEXAS

ATTEST:

By: _____

_____
Arturo Guajardo, Jr., County Clerk

Hidalgo
City of ~~Alamo~~ XXXXXX, TEXAS

By: _____
Printed name: John David Franz
Title: Mayor

ATTEST:

_____
Joe Vera III, Acting City Secretary

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

By: _____

Date: _____

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
HIDALGO COUNTY LIBRARY SYSTEM

This Agreement is made on this 17 day of March, 2011, by and between **Hidalgo County, Texas** (hereinafter "County", or "the County") and the **City of La Joya, Texas** (hereinafter "City" or "the City") in accordance with the provisions of Chapter 791, Tex. Government Code, Annotated; and Chapter 323, Texas Local Government Code, Annotated; as follows:

WHEREAS, the County has established the Hidalgo County Library System (hereinafter "HCLS") pursuant to authority granted under Chapter 323, Texas Local Government Code (Chapter 323); and

WHEREAS, the City wishes to participate as a member of HCLS; and

WHEREAS, pursuant to standard HCLS operating procedures, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware, software and other resources for library services for the free use of City's library by residents of rural areas of the County, pursuant to Texas Government Code 323.011; and

WHEREAS, the County and City desire to clarify the terms and conditions of the operation of HCLS, and to provide direct funding to City in certain circumstances; and

WHEREAS, the County finds that the City is suitably organized to provide efficient and effective free library services to County residents under Chapter 323; and

WHEREAS, the County therefore desires to expend funds to assist City in defraying the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, the County and City agree as follows:

1. The County, beginning with its 2011 fiscal year, shall annually budget and allocate funding for the City's library, in accordance with an allocation formula established, reviewed and approved by HCLS. This allocation formula shall be reviewed and approved annually at the beginning of the County fiscal year by HCLS meeting in regular session. Funds disbursed to the City shall be in consideration for the City agreeing to permit its library to assume the functions of a county library within Hidalgo County. Funds budgeted pursuant to this paragraph and HCLS provisions shall be used by HCLS; or in the case of direct County funding to the City, by the City, to purchase contractual services and library materials, including but not limited to, books, supplies and services, Internet connectivity, electronic database services and connections, equipment and furnishings, and computer hardware and software. HCLS and the City agree to comply with all purchasing laws, policies and procedures of their respective entities and the State of Texas.

2. The City agrees to maintain and operate its city library in accordance with the standards of the Texas State Library System Act, and Chapter 323; and specifically covenants to assure that the librarian of the City's library meets the minimum standards established by Texas State Library and Archives Commission ("State Library"), including any and all certification mandated by the State Library. The City further agrees to cooperate with the County in any programs, promotions or Interlocal initiatives in furtherance of the purposes of HCLS.

3. The City agrees to supervise the activities and operation of its library and agrees to assume full responsibility and liability for all activities conducted under the terms of this Agreement.

4. The Personnel of the City shall not be entitled to any of the benefits of an employee of the County, including, but not limited to, County fringe benefits or the County Civil Service program.

5. The term of this Agreement shall commence from the first day of January, 2011 and shall continue until December 31, 2011; or until amended, replaced or terminated in accordance with Chapter 323. Either party may terminate this Agreement by providing six (6) months' advance notice to the other party.

6. The City agrees to give County and its authorized representatives access to, and the right to examine, excerpt and transcribe all books, accounts, records, reports, files and other papers, documents, things, or property belonging to or in use by the City in relation to its library operations for so long as such are maintained by City.

WITNESS the hands of the parties to this agreement effective as of the day and year first above written.

COUNTY OF HIDALGO, TEXAS

ATTEST: By: _____

_____
Arturo Guajardo, Jr., County Clerk

City of La Joya , TEXAS

By: _____
Printed name: Mike Alaniz
Title: City Adm.

ATTEST:

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

By: _____

Date: _____

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
HIDALGO COUNTY LIBRARY SYSTEM

This Agreement is made on this 14th day of March, 2011, by and between **Hidalgo County, Texas** (hereinafter "County", or "the County") and the **City of McAllen, Texas** (hereinafter "City" or "the City") in accordance with the provisions of Chapter 791, Tex. Government Code, Annotated; and Chapter 323, Texas Local Government Code, Annotated; as follows:

WHEREAS, the County has established the Hidalgo County Library System (hereinafter "HCLS") pursuant to authority granted under Chapter 323, Texas Local Government Code (Chapter 323); and

WHEREAS, the City wishes to participate as a member of HCLS; and

WHEREAS, pursuant to standard HCLS operating procedures, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware, software and other resources for library services for the free use of City's library by residents of rural areas of the County, pursuant to Texas Government Code 323.011; and

WHEREAS, the County and City desire to clarify the terms and conditions of the operation of HCLS, and to provide direct funding to City in certain circumstances; and

WHEREAS, the County finds that the City is suitably organized to provide efficient and effective free library services to County residents under Chapter 323; and

WHEREAS, the County therefore desires to expend funds to assist City in defraying the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, the County and City agree as follows:

1. The County, beginning with its 2011 fiscal year, shall annually budget and allocate funding for the City's library, in accordance with an allocation formula established, reviewed and approved by HCLS. This allocation formula shall be reviewed and approved annually at the beginning of the County fiscal year by HCLS meeting in regular session. Funds disbursed to the City shall be in consideration for the City agreeing to permit its library to assume the functions of a county library within Hidalgo County. Funds budgeted pursuant to this paragraph and HCLS provisions shall be used by HCLS; or in the case of direct County funding to the City, by the City, to purchase contractual services and library materials, including but not limited to, books, supplies and services, Internet connectivity, electronic database services and connections, equipment and furnishings, and computer hardware and software. HCLS and the City agree to comply with all purchasing laws, policies and procedures of their respective entities and the State of Texas.

2. The City agrees to maintain and operate its city library in accordance with the standards of the Texas State Library System Act, and Chapter 323; and specifically covenants to assure that the librarian of the City's library meets the minimum standards established by Texas State Library and Archives Commission ("State Library"), including any and all certification mandated by the State Library. The City further agrees to cooperate with the County in any programs, promotions or Interlocal initiatives in furtherance of the purposes of HCLS.

3. The City agrees to supervise the activities and operation of its library and agrees to assume full responsibility and liability for all activities conducted under the terms of this Agreement.

4. The Personnel of the City shall not be entitled to any of the benefits of an employee of the County, including, but not limited to, County fringe benefits or the County Civil Service program.

5. The term of this Agreement shall commence from the first day of January, 2011 and shall continue until December 31, 2011; or until amended, replaced or terminated in accordance with Chapter 323. Either party may terminate this Agreement by providing six (6) months' advance notice to the other party.

6. The City agrees to give County and its authorized representatives access to, and the right to examine, excerpt and transcribe all books, accounts, records, reports, files and other papers, documents, things, or property belonging to or in use by the City in relation to its library operations for so long as such are maintained by City.

WITNESS the hands of the parties to this agreement effective as of the day and year first above written.

COUNTY OF HIDALGO, TEXAS

ATTEST:

By: _____

_____
Arturo Guajardo, Jr., County Clerk

City of McAllen, TEXAS

By: _____
Printed name: Richard F. Cortez
Title: Mayor

ATTEST:

_____
Annette Villarreal, City Secretary

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

By: _____

Date: _____

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

APPROVED AS TO FORM

_____
Kevin Pagan, City Attorney

Date 3/17/11

#2011/01/18B

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
HIDALGO COUNTY LIBRARY SYSTEM

This Agreement is made on this 18th day of January, 2011, by and between **Hidalgo County, Texas** (hereinafter "County", or "the County") and the **City of Mercedes, Texas** (hereinafter "City" or "the City") in accordance with the provisions of Chapter 791, Tex. Government Code, Annotated; and Chapter 323, Texas Local Government Code, Annotated; as follows:

WHEREAS, the County has established the Hidalgo County Library System (hereinafter "HCLS") pursuant to authority granted under Chapter 323, Texas Local Government Code (Chapter 323); and

WHEREAS, the City wishes to participate as a member of HCLS; and

WHEREAS, pursuant to standard HCLS operating procedures, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware, software and other resources for library services for the free use of City's library by residents of rural areas of the County, pursuant to Texas Government Code 323.011; and

WHEREAS, the County and City desire to clarify the terms and conditions of the operation of HCLS, and to provide direct funding to City in certain circumstances; and

WHEREAS, the County finds that the City is suitably organized to provide efficient and effective free library services to County residents under Chapter 323; and

WHEREAS, the County therefore desires to expend funds to assist City in defraying the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, the County and City agree as follows:

1. The County, beginning with its 2011 fiscal year, shall annually budget and allocate funding for the City's library, in accordance with an allocation formula established, reviewed and approved by HCLS. This allocation formula shall be reviewed and approved annually at the beginning of the County fiscal year by HCLS meeting in regular session. Funds disbursed to the City shall be in consideration for the City agreeing to permit its library to assume the functions of a county library within Hidalgo County. Funds budgeted pursuant to this paragraph and HCLS provisions shall be used by HCLS; or in the case of direct County funding to the City, by the City, to purchase contractual services and library materials, including but not limited to, books, supplies and services, Internet connectivity, electronic database services and connections, equipment and furnishings, and computer hardware and software. HCLS and the City agree to comply with all purchasing laws, policies and procedures of their respective entities and the State of Texas.

2. The City agrees to maintain and operate its city library in accordance with the standards of the Texas State Library System Act, and Chapter 323; and specifically covenants to assure that the librarian of the City's library meets the minimum standards established by Texas State Library and Archives Commission ("State Library"), including any and all certification mandated by the State Library. The City further agrees to cooperate with the County in any programs, promotions or Interlocal initiatives in furtherance of the purposes of HCLS.

3. The City agrees to supervise the activities and operation of its library and agrees to assume full responsibility and liability for all activities conducted under the terms of this Agreement.

4. The Personnel of the City shall not be entitled to any of the benefits of an employee of the County, including, but not limited to, County fringe benefits or the County Civil Service program.

5. The term of this Agreement shall commence from the first day of January, 2011 and shall continue until December 31, 2011; or until amended, replaced or terminated in accordance with Chapter 323. Either party may terminate this Agreement by providing six (6) months' advance notice to the other party.

6. The City agrees to give County and its authorized representatives access to, and the right to examine, excerpt and transcribe all books, accounts, records, reports, files and other papers, documents, things, or property belonging to or in use by the City in relation to its library operations for so long as such are maintained by City.

WITNESS the hands of the parties to this agreement effective as of the day and year first above written.

COUNTY OF HIDALGO, TEXAS

ATTEST:

By: _____

_____
Arturo Guajardo, Jr., County Clerk

City of Mercedes, TEXAS

By: Dianna G. Tovar
Printed name: Dianna G. Tovar
Title: Mayor Pro Tem

ATTEST:

A. Felix
Arcelia L. Felix, City Secretary

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

By: _____

Date: _____

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
HIDALGO COUNTY LIBRARY SYSTEM

This Agreement is made on this 24th day of January, 2011, by and between **Hidalgo County, Texas** (hereinafter "County", or "the County") and the **City of Mission, Texas** (hereinafter "City" or "the City") in accordance with the provisions of Chapter 791, Tex. Government Code, Annotated; and Chapter 323, Texas Local Government Code, Annotated; as follows:

WHEREAS, the County has established the Hidalgo County Library System (hereinafter "HCLS") pursuant to authority granted under Chapter 323, Texas Local Government Code (Chapter 323); and

WHEREAS, the City wishes to participate as a member of HCLS; and

WHEREAS, pursuant to standard HCLS operating procedures, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware, software and other resources for library services for the free use of City's library by residents of rural areas of the County, pursuant to Texas Government Code 323.011; and

WHEREAS, the County and City desire to clarify the terms and conditions of the operation of HCLS, and to provide direct funding to City in certain circumstances; and

WHEREAS, the County finds that the City is suitably organized to provide efficient and effective free library services to County residents under Chapter 323; and

WHEREAS, the County therefore desires to expend funds to assist City in defraying the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, the County and City agree as follows:

1. The County, beginning with its 2011 fiscal year, shall annually budget and allocate funding for the City's library, in accordance with an allocation formula established, reviewed and approved by HCLS. This allocation formula shall be reviewed and approved annually at the beginning of the County fiscal year by HCLS meeting in regular session. Funds disbursed to the City shall be in consideration for the City agreeing to permit its library to assume the functions of a county library within Hidalgo County. Funds budgeted pursuant to this paragraph and HCLS provisions shall be used by HCLS; or in the case of direct County funding to the City, by the City, to purchase contractual services and library materials, including but not limited to, books, supplies and services, Internet connectivity, electronic database services and connections, equipment and furnishings, and computer hardware and software. HCLS and the City agree to comply with all purchasing laws, policies and procedures of their respective entities and the State of Texas.

2. The City agrees to maintain and operate its city library in accordance with the standards of the Texas State Library System Act, and Chapter 323; and specifically covenants to assure that the librarian of the City's library meets the minimum standards established by Texas State Library and Archives Commission ("State Library"), including any and all certification mandated by the State Library. The City further agrees to cooperate with the County in any programs, promotions or Interlocal initiatives in furtherance of the purposes of HCLS.

3. The City agrees to supervise the activities and operation of its library and agrees to assume full responsibility and liability for all activities conducted under the terms of this Agreement.

4. The Personnel of the City shall not be entitled to any of the benefits of an employee of the County, including, but not limited to, County fringe benefits or the County Civil Service program.

5. The term of this Agreement shall commence from the first day of January, 2011 and shall continue until December 31, 2011; or until amended, replaced or terminated in accordance with Chapter 323. Either party may terminate this Agreement by providing six (6) months' advance notice to the other party.

6. The City agrees to give County and its authorized representatives access to, and the right to examine, excerpt and transcribe all books, accounts, records, reports, files and other papers, documents, things, or property belonging to or in use by the City in relation to its library operations for so long as such are maintained by City.

WITNESS the hands of the parties to this agreement effective as of the day and year first above written.

COUNTY OF HIDALGO, TEXAS

ATTEST: By: _____

_____
Arturo Guajardo, Jr., County Clerk

CITY OF MISSION, TEXAS

By: _____
Printed name: Norberto Salinas
Title: Mayor

ATTEST:

Anna Carrillo
Anna Carrillo, City Secretary

CITY OF MISSION, TEXAS

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

By: _____

Date: _____

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
HIDALGO COUNTY LIBRARY SYSTEM

This Agreement is made on this _____ day of _____, 2011, by and between **Hidalgo County, Texas** (hereinafter "County", or "the County") and the **City of Pharr, Texas** (hereinafter "City" or "the City") in accordance with the provisions of Chapter 791, Tex. Government Code, Annotated; and Chapter 323, Texas Local Government Code, Annotated; as follows:

WHEREAS, the County has established the Hidalgo County Library System (hereinafter "HCLS") pursuant to authority granted under Chapter 323, Texas Local Government Code (Chapter 323); and

WHEREAS, the City wishes to participate as a member of HCLS; and

WHEREAS, pursuant to standard HCLS operating procedures, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware, software and other resources for library services for the free use of City's library by residents of rural areas of the County, pursuant to Texas Government Code 323.011; and

WHEREAS, the County and City desire to clarify the terms and conditions of the operation of HCLS, and to provide direct funding to City in certain circumstances; and

WHEREAS, the County finds that the City is suitably organized to provide efficient and effective free library services to County residents under Chapter 323; and

WHEREAS, the County therefore desires to expend funds to assist City in defraying the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, the County and City agree as follows:

1. The County, beginning with its 2011 fiscal year, shall annually budget and allocate funding for the City's library, in accordance with an allocation formula established, reviewed and approved by HCLS. This allocation formula shall be reviewed and approved annually at the beginning of the County fiscal year by HCLS meeting in regular session. Funds disbursed to the City shall be in consideration for the City agreeing to permit its library to assume the functions of a county library within Hidalgo County. Funds budgeted pursuant to this paragraph and HCLS provisions shall be used by HCLS; or in the case of direct County funding to the City, by the City, to purchase contractual services and library materials, including but not limited to, books, supplies and services, Internet connectivity, electronic database services and connections, equipment and furnishings, and computer hardware and software. HCLS and the City agree to comply with all purchasing laws, policies and procedures of their respective entities and the State of Texas.

2. The City agrees to maintain and operate its city library in accordance with the standards of the Texas State Library System Act, and Chapter 323; and specifically covenants to assure that the librarian of the City's library meets the minimum standards established by Texas State Library and Archives Commission ("State Library"), including any and all certification mandated by the State Library. The City further agrees to cooperate with the County in any programs, promotions or Interlocal initiatives in furtherance of the purposes of HCLS.

3. The City agrees to supervise the activities and operation of its library and agrees to assume full responsibility and liability for all activities conducted under the terms of this Agreement.

4. The Personnel of the City shall not be entitled to any of the benefits of an employee of the County, including, but not limited to, County fringe benefits or the County Civil Service program.

5. The term of this Agreement shall commence from the first day of January, 2011 and shall continue until December 31, 2011; or until amended, replaced or terminated in accordance with Chapter 323. Either party may terminate this Agreement by providing six (6) months' advance notice to the other party.

6. The City agrees to give County and its authorized representatives access to, and the right to examine, excerpt and transcribe all books, accounts, records, reports, files and other papers, documents, things, or property belonging to or in use by the City in relation to its library operations for so long as such are maintained by City.

WITNESS the hands of the parties to this agreement effective as of the day and year first above written.

COUNTY OF HIDALGO, TEXAS

ATTEST:

By: _____

_____
Arturo Guajardo, Jr., County Clerk

City of Pharr, TEXAS

By: _____
Printed name: LEO "POLO" DELGADO, JR.
Title: _____

ATTEST:

_____

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

By: _____

Date: _____

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
HIDALGO COUNTY LIBRARY SYSTEM

This Agreement is made on this 11 day of January, 2011, by and between **Hidalgo County, Texas** (hereinafter "County", or "the County") and the **City of San Juan, Texas** (hereinafter "City" or "the City") in accordance with the provisions of Chapter 791, Tex. Government Code, Annotated; and Chapter 323, Texas Local Government Code, Annotated; as follows:

WHEREAS, the County has established the Hidalgo County Library System (hereinafter "HCLS") pursuant to authority granted under Chapter 323, Texas Local Government Code (Chapter 323); and

WHEREAS, the City wishes to participate as a member of HCLS; and

WHEREAS, pursuant to standard HCLS operating procedures, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware, software and other resources for library services for the free use of City's library by residents of rural areas of the County, pursuant to Texas Government Code 323.011; and

WHEREAS, the County and City desire to clarify the terms and conditions of the operation of HCLS, and to provide direct funding to City in certain circumstances; and

WHEREAS, the County finds that the City is suitably organized to provide efficient and effective free library services to County residents under Chapter 323; and

WHEREAS, the County therefore desires to expend funds to assist City in defraying the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, the County and City agree as follows:

1. The County, beginning with its 2011 fiscal year, shall annually budget and allocate funding for the City's library, in accordance with an allocation formula established, reviewed and approved by HCLS. This allocation formula shall be reviewed and approved annually at the beginning of the County fiscal year by HCLS meeting in regular session. Funds disbursed to the City shall be in consideration for the City agreeing to permit its library to assume the functions of a county library within Hidalgo County. Funds budgeted pursuant to this paragraph and HCLS provisions shall be used by HCLS; or in the case of direct County funding to the City, by the City, to purchase contractual services and library materials, including but not limited to, books, supplies and services, Internet connectivity, electronic database services and connections, equipment and furnishings, and computer hardware and software. HCLS and the City agree to comply with all purchasing laws, policies and procedures of their respective entities and the State of Texas.

2. The City agrees to maintain and operate its city library in accordance with the standards of the Texas State Library System Act, and Chapter 323; and specifically covenants to assure that the Librarian of the City's library meets the minimum standards established by Texas State Library and Archives Commission ("State Library"), including any and all certification mandated by the State Library. The City further agrees to cooperate with the County in any programs, promotions or Interlocal initiatives in furtherance of the purposes of HCLS.

3. The City agrees to supervise the activities and operation of its library and agrees to assume full responsibility and liability for all activities conducted under the terms of this Agreement.

4. The Personnel of the City shall not be entitled to any of the benefits of an employee of the County, including, but not limited to, County fringe benefits or the County Civil Service program.

5. The term of this Agreement shall commence from the first day of January, 2011 and shall continue until December 31, 2011; or until amended, replaced or terminated in accordance with Chapter 323. Either party may terminate this Agreement by providing six (6) months' advance notice to the other party.

6. The City agrees to give County and its authorized representatives access to, and the right to examine, excerpt and transcribe all books, accounts, records, reports, files and other papers, documents, things, or property belonging to or in use by the City in relation to its library operations for so long as such are maintained by City.

WITNESS the hands of the parties to this agreement effective as of the day and year first above written.

COUNTY OF HIDALGO, TEXAS

ATTEST:

By: _____

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM
Atlas & Hall, L.L.P.
By: _____

Date: _____

City of San Juan, TEXAS

By: _____
Printed name: Juan J. Rodriguez
Title: City Manager

ATTEST:

_____
Humberto "Bobby" Rodriguez

APPROVED AS TO FORM
Jaime J. Munoz, City Attorney
By: _____

Date: 1-20-11

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
HIDALGO COUNTY LIBRARY SYSTEM

This Agreement is made on this 18th day of JANUARY, 2011, by and between **Hidalgo County, Texas** (hereinafter "County", or "the County") and the **City of Weslaco, Texas** (hereinafter "City" or "the City") in accordance with the provisions of Chapter 791, Tex. Government Code, Annotated; and Chapter 323, Texas Local Government Code, Annotated; as follows:

WHEREAS, the County has established the Hidalgo County Library System (hereinafter "HCLS") pursuant to authority granted under Chapter 323, Texas Local Government Code (Chapter 323); and

WHEREAS, the City wishes to participate as a member of HCLS; and

WHEREAS, pursuant to standard HCLS operating procedures, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware, software and other resources for library services for the free use of City's library by residents of rural areas of the County, pursuant to Texas Government Code 323.011; and

WHEREAS, the County and City desire to clarify the terms and conditions of the operation of HCLS, and to provide direct funding to City in certain circumstances; and

WHEREAS, the County finds that the City is suitably organized to provide efficient and effective free library services to County residents under Chapter 323; and

WHEREAS, the County therefore desires to expend funds to assist City in defraying the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, the County and City agree as follows:

1. The County, beginning with its 2011 fiscal year, shall annually budget and allocate funding for the City's library, in accordance with an allocation formula established, reviewed and approved by HCLS. This allocation formula shall be reviewed and approved annually at the beginning of the County fiscal year by HCLS meeting in regular session. Funds disbursed to the City shall be in consideration for the City agreeing to permit its library to assume the functions of a county library within Hidalgo County. Funds budgeted pursuant to this paragraph and HCLS provisions shall be used by HCLS; or in the case of direct County funding to the City, by the City, to purchase contractual services and library materials, including but not limited to, books, supplies and services, Internet connectivity, electronic database services and connections, equipment and furnishings, and computer hardware and software. HCLS and the City agree to comply with all purchasing laws, policies and procedures of their respective entities and the State of Texas.

2. The City agrees to maintain and operate its city library in accordance with the standards of the Texas State Library System Act, and Chapter 323; and specifically covenants to assure that the librarian of the City's library meets the minimum standards established by Texas State Library and Archives Commission ("State Library"), including any and all certification mandated by the State Library. The City further agrees to cooperate with the County in any programs, promotions or Interlocal initiatives in furtherance of the purposes of HCLS.

3. The City agrees to supervise the activities and operation of its library and agrees to assume full responsibility and liability for all activities conducted under the terms of this Agreement.

4. The Personnel of the City shall not be entitled to any of the benefits of an employee of the County, including, but not limited to, County fringe benefits or the County Civil Service program.

5. The term of this Agreement shall commence from the first day of January, 2011 and shall continue until December 31, 2011; or until amended, replaced or terminated in accordance with Chapter 323. Either party may terminate this Agreement by providing six (6) months' advance notice to the other party.

6. The City agrees to give County and its authorized representatives access to, and the right to examine, excerpt and transcribe all books, accounts, records, reports, files and other papers, documents, things, or property belonging to or in use by the City in relation to its library operations for so long as such are maintained by City.

WITNESS the hands of the parties to this agreement effective as of the day and year first above written.

COUNTY OF HIDALGO, TEXAS

ATTEST:

By: _____

_____
Arturo Guajardo, Jr., County Clerk

City of Weslaco, TEXAS

By: _____
Printed name: Miguel D. Wise
Title: Mayor

ATTEST:

_____
Elizabeth M. Walker, City Secretary

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

By: _____

Date: _____

APPROVED AS TO FORM

_____
Ramon Vela, City Attorney

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

AI-25922 **6.C.**

Constable of the Year - Pct. #3- Resolution

CC REGULAR

Date:	04/05/2011
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Submitted For:	Karina Cardoza
Department:	EXECUTIVE OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Approval of Resolution honoring Constable Lazaro "Larry" Gallardo for being named "2010 Constable of the Year" by the National Constables Association.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/31/2011 08:47 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	03/31/2011 09:28 AM	APRV
3	Auditor's Office	Linda Fong	03/31/2011 02:33 PM	APRV
4	Purchasing Department		03/31/2011 04:00 PM	NEW

Form Started By: Monica Badillo — Started On: 03/23/2011 02:40 PM

Final Approval Date: 03/31/2011

AI-26063 **6.D.**

Turnkey Park Planning Services

CC REGULAR

Date:	04/05/2011
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Submitted For:	Valde Guerra
Department:	BUDGET & MANAGEMENT
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Requesting approval on Turnkey Park Planning Services to include updates of Park Master Plan, UPARR Plan, park policies and procedures, as well as monitor TPW compliance, and park administration training.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/31/2011 10:11 AM	APRV
2	Auditor's Office		03/31/2011 04:00 PM	NEW

Form Started By: Angela Garcia Started On: 03/31/2011 10:00 AM

Final Approval Date: 03/31/2011

AI-25941 **7.A.**

LEOSE ACCOUNT -CERTIFICATION OF REVENUE
CC REGULAR

Date:	04/05/2011
Submitted By:	Nancy Ponce, CONSTABLE PCT. #4
Submitted For:	Nancy Ponce
Department:	CONSTABLE PCT. #4
Agenda Category:	Constables **Sub-category:** Constables

Information

CAPTION

Constable Pct. #4 (1220):
1. Approval of Certification of Revenues as certified by the County Auditor for the 2011 LEOSE funds (Peace Officer allocation) received from the Texas Comptroller of Public Accounts Office.
2. Approval of 2011 appropriation of funds for the Constable Precinct No. 4- LEOSE (1220) funds in the amount of $4,786.67 and 2010 LEOSE interest earned in the amount of $.38 for a total amount of $4,787.05.

BACKGROUND

See attached Certification of Revenues & Appropriation of funds.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1220-421-00-294-002-0-XXX

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

BUDGETARY IMPACT:

See attached appropriation.

Revenue Account: 1-1220-335-00-294-000-0-000 CONSTABLE PCT 4 -L.E.O.S.E.
Receipt No:
Revenue Amount: $4,786.67
Interest Earned Amount: $.38
Total Appropriation: $4,787.05

Attachments

Link: backup#1
Link: backup#2
Link: appropriation
Link: cert. of revenues

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/28/2011 01:19 PM	APRV

2	Rosalinda Cantu	Rosie Cantu	03/30/2011 08:21 AM	APRV
3	Auditor's Office	Linda Fong	03/31/2011 02:36 PM	APRV
4	Purchasing Department		03/31/2011 04:00 PM	NEW

Form Started By: Nancy Ponce Started On: 03/24/2011 09:07 AM

Final Approval Date: 03/31/2011

ANALYSIS

	2009 Ending F/B	2010 Actual Revenues	2010 Actual Expenditures	2010 Ending F/B	2010 Interest Dist.	2010 Ending F/B
Interest earnings		69.96	-	69.96		
DA LEOSE	8,921.44	1,797.79	(2,694.05)	8,025.18	23.16	8,048.33
Sheriff LEOSE	10,045.51	41,421.37	(46,334.05)	5,132.83	14.81	5,147.66
Constable Pct. 1 LEOSE	374.68	1,182.77	-	1,557.45	4.49	1,561.94
Constable Pct. 2 LEOSE	6,304.05	1,045.86	(1,061.73)	6,288.18	18.15	6,306.33
Constable Pct. 3 LEOSE	219.30	1,729.53	(1,271.00)	677.83	1.96	679.78
Constable Pct. 4 LEOSE	132.06	-	-	132.06	0.38	132.44
Constable Pct. 5 LEOSE	128.23	2,855.87	(553.38)	2,430.72	7.01	2,437.73
	26,125.27	50,103.15	(51,914.21)	24,314.21	69.96	24,314.21

From: Nancy Ponce [mailto:nancy.ponce@co.hidalgo.tx.us]
Sent: Wednesday, March 23, 2011 11:48 AM
To: angelica.tapia@auditor.co.hidalgo.tx.us
Subject: please respond

Hi Angelica,

Where can I find the LEOSE money that as per our conversation you had requested that I deposit in the following account: 1-1220-335-00-294-00-0-000?

Nancy Ponce
Administrative Assistant
Constable Pct 4
2814 S Hwy 281
Edinburg, Texas 78539
(956)383-8560
(956)383-8565 Fax

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 144633

Received From: CONSTABLE PCT 4 ST.COMP. LEOSE Date 03/01/11

1	124149303	L.E.O.S.E.	1-1220-335-00-294-000-0-000	4,786.67

Total: **4,786.67**

Check Total	4,786.67
Cash Total	.00
Credit Total	.00
Other Total	.00

Texas Comptroller of Public Accounts

124149303 FEBRUARY 25, 2011

TREASURY WARRANT NO.
124149303

022411 0116 902 9P110538 17460007176 011
PAYING AGENCY: 512-463-4561 COMPTROLLER - STATE FISCAL

PAY FOUR THOUSAND SEVEN HUNDRED EIGHTY SIX DOLLARS AND 67/100 $4,786.67

TO HIDALGO COUNTY CONSTABLE PRECINCT 4
2814 S HWY 281
EDINBURG, TX 78539-6243

VOID AFTER
08/31/2013

Susan Combs

⑈304⑈ ⑆114900164⑆ ⑈124149303⑈

THE STATE OF TEXAS PAYMENT INFORMATION

INVOICE NO.	INV. DATE	INVOICE DESCRIPTION	DOC. NO.	INVOICE AMOUNT
PEACE OFF ALL		PEACE OFFICER ALLOC	9P110538	$4,786.67

PAYING AGENCY: COMPTROLLER - STATE FISCAL
PAYING AGENCY PHONE NO: 512-463-4561 PAYING AGENCY NO: 902
PAYMENT INFORMATION IS AVAILABLE ON THE INTERNET OR BY FAX AT:
WWW.WINDOW.STATE.TX.US/FM/PAYMENT/
DIRECT DEPOSIT - IT GOES TO THE BANK FOR YOU.
PLEASE DIAL (512) 936-8138 TO SIGN-UP TODAY!

PAYEE NO: 17460007176 011 PAYEE NAME: HIDALGO COUNTY CONSTABLE PRECINCT 4
WARRANT NO: 124149303 ISSUE DATE: 02/24/2011 WARRANT TOTAL: $4,786.67

No. 124149303 — NOT NEGOTIABLE —

Detach here before depositing —→

DATE: March 28, 2011

DEPARTMENT HEAD: Constable J.E. "Eddie" Guerra

DEPARTMENT NAME: Constable Pct 4

ACCOUNT NUMBER: **1-1220-421-00-294-002-0-XXX L.E.O.S.E.**

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

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with Local Government Code,

INCREASE ACCOUNT NUMBER		ACCOUNT NAME		AMOUNT
1-1220-421-00-294-002-0-	584	CONSTABLE PCT 4 LEOSE-REGISTRATION FEES		1,000.00
1-1220-421-00-294-002-0-	583	CONSTABLE PCT 4 LEOSE-TRAVEL OUT OF COUNTY		3,786.67
1-1220-421-00-294-002-0-	583	CONSTABLE PCT 4 LEOSE-TRAVEL OUT OF COUNTY	Interest Earned	0.38
1-1220-335-00-294-000-0-	000	CONSTABLE PCT 4 LEOSE REVENUE		4,786.67
		TOTAL BUDGET INCREASE (DECREASE)		$ 4,787.05

REASON: TO APPROPRIATE THE CONSTABLE PCT 4 L.E.O.S.E ALLOCATION FROM THE STATE COMPTROLLER IN THE AMOUNT OF $4,786.67; AND, INTEREST EARNED DURING 2010 IN THE AMOUNT OF $.38, FOR A TOTAL OF $4,787.05.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

March 31, 2011

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of the LEOSE annual allocation payment from the Texas Comptroller of Public Accounts for the Constable Precinct 4. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$4,786.67	Constable Precinct 4

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

3/31/11
Date

HIDALGO COUNTY DISTRICT JUDGES

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

AI-26001 **7.B.**

Deputy David Garza Fuel Reimbursement

CC REGULAR

Date:	04/05/2011
Submitted By:	Nancy Ponce, CONSTABLE PCT. #4
Submitted For:	Nancy Ponce
Department:	CONSTABLE PCT. #4
Agenda Category:	Constables **Sub-category:** Constables

Information

CAPTION

Constable Pct #4 (1100):
Pursuant to the fuel policy, requesting approval to reimburse Deputy David Garza for the purchase of fuel for county vehicle unit #411, with authority for the County Treasurer's office to issue payment/check after the Auditor's processing procedures are completed:

Deputy Constable	David Garza, Jr	422	$22.00

BACKGROUND

Deputy Garza:
-Fuel expense incurred as a result of a gas pump failure on behalf of the gas station on Friday,
March 11, 2011. Card did not go through but is now working appropriately for employee no. 122386.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-421-00-294-001-0-626

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

BUDGETARY IMPACT:

$22.00 available balance in req#192693 as of 03/30/11.
Reciept Date: 3/11/2011
Transaction # 24722
Terminal #: T048200851-001

Attachments

Link: Affidavit and receipt

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/29/2011 03:43 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	03/30/2011 07:39 AM	APRV
3	Auditor's Office		03/31/2011 04:00 PM	NEW

Form Started By: Nancy Ponce Started On: 03/29/2011 03:05 PM

AFFIDAVIT FOR REIMBURSEMENT

I, David Garza, Deputy Constable #422 with Hidalgo County Precinct 4 Constable's Office, do hereby swear/or affirm that the assigned fuel card for my assigned patrol unit, Unit#411, was not working after the gas station pump refused to give gas. On Friday, March 11, 2011, I attempted to fuel up the patrol unit and the fuel card was unable to process the transaction as result of gas station pump not allowing. As my final attempt to pump and was refused several times I pumped $22.00 dollars of gas from my own credit card.

David Garza
Deputy Constable #422
Hidalgo County Constable Precinct 4
2814 S Highway 281
Edinburg, Texas 78539
Date of Affidavit: March 28, 2011

STATE OF TEXAS:
COUNTY OF HIDALGO

BEFORE ME Raul E. [illegible], **A NOTARY PUBLIC IN AND FOR HIDALGO COUNTY AND THE STATE OF TEXAS, APPEARED** DAVID GARZA **AND ON HIS/HER OATH DEPOSED, AND STATED THE FOREGOING FACT AS SET FORTH IN THE ABOVE CLAIM ARE TRUE AND CORRECT IN EVERY RESPECT.**

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS THE 28 **DAY OF** March **2011.**

(SEAL)

RAUL E. GARCIA
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-10-2014

Raul E. Garcia
NOTARY PUBLIC FOR THE COUNTY OF HIDALGO & THE STATE OF TEXAS

WELCOME TO
AZIZ 16
3000 N WARE RD
MCALLEN TX 78503
956 683 7133

TD4820085I-001 AZIZ QUICK STOP #16
3000 N. WARE RD
MCALLEN TX 78501

Descr.	qty	amount
< DUPLICATE RECEIPT >		
<CUSTOMER COPY>		
UNLD GA #08	6.510G	22.00
	@ 3.379/ G	
	Sub Total	22.00
	Tax	0.00
	TOTAL	22.00
	DEBIT $	22.00

CARD TYPE: DEBIT
ACCT NUMBER: XXXXXXXXXXXX5419
TRANS TYPE: SALE
APPROVAL: 735410 INVOICE: 014707
AMOUNT: $ 22.00

APPROVED 735410
****

THANKS.COME AGAIN
REG# 0002 CSH# 007 DRW 01 TRAN# 24722
05/11/11 12:08:32 ST# AB125

AI-25833 **8.A.**

Proclamation - CASA

CC REGULAR

Date:	04/05/2011
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	County Judge's Office

Information

CAPTION

Approval of Proclamation recognizing the month of April as National Child Abuse Prevention Month - CASA

BACKGROUND

Linda Gonzalez, Executive Director

Candlelight Vigil - April 6th

Fiscal Impact

Attachments

Link: proclamation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/31/2011 08:47 AM	APRV
2	Ivan Cantu	Ivan Cantu	03/31/2011 08:54 AM	APRV
3	Auditor's Office		03/31/2011 04:00 PM	NEW
Form Started By: Monica Badillo			Started On: 03/16/2011 11:05 PM	
Final Approval Date: 03/31/2011				

PROCLAMATION

***WHEREAS*, 66,897 victims of child abuse and neglect were confirmed in Texas in Fiscal year 2010; and**

***WHEREAS*, In Hidalgo County Child Protective Services had 6,348 investigations of child abuse and neglect in Fiscal Year 2010; and**

***WHEREAS*, Of those cases investigated for abuse and neglect, a total of 2,593 were confirmed as victims of child abuse and neglect; and**

***WHEREAS*, 6 child fatalities were a result of child abuse and neglect; and**

***WHEREAS*, Child abuse prevention is a community responsibility and finding solutions depends on involvement among all people; and**

***WHEREAS*, Communities must make every effort to promote programs that benefit children and their families; and**

***WHEREAS*, Effective child abuse prevention programs succeed because of partnerships among agencies, schools, religious organizations, law enforcement agencies, and the business community; and**

***WHEREAS*, everyone in the community should become more aware of child abuse prevention and consider helping parents raise their children in a safe, nurturing environment;**

***NOW, THEREFORE*, the Commissioners' Court of Hidalgo County, do hereby proclaim the month of April 2011 to be *Child Abuse Awareness and Prevention Month* in Hidalgo County, Texas, and urge all citizens to work together to help reduce child abuse and neglect significantly in years to come.**

Dated this 5th day of April, 2011.

_____

Ramon Garcia
Hidalgo County Judge

Joel Quintanilla Commissioner Pct. 1	**Hector "Tito" Palacios** Commissioner Pct. 2
Joe M. Flores Commissioner Pct. 3	**Joseph Palacios** Commissioner Pct. 4

AI-26066 **8.B.**

Veterans service officer award

CC REGULAR

Date:	04/05/2011
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	County Judge's Office

Information

CAPTION

Recognition of Mr. Emilio De Los Santos, Veterans Service Officer by Senator Hutchison's Office

BACKGROUND

Awarded the Dan Garcia Award for his superior performance and outstanding achievement, commitment, and dedication to veterans and their families by the Veterans Service Officers Association of Texas.

Fiscal Impact

Attachments

Link: email

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/31/2011 01:06 PM	APRV
2	Roland Garcia	Rolando Garcia	03/31/2011 01:29 PM	APRV
3	Auditor's Office		03/31/2011 04:00 PM	NEW
Form Started By: Monica Badillo			Started On: 03/31/2011 12:37 PM	
Final Approval Date: 03/31/2011				

Monica Badillo

From: Alvarez, Julian (Hutchison) <Julian_Alvarez@hutchison.senate.gov>
Sent: Thursday, March 31, 2011 11:39 AM
To: 'Monica Badillo'
Subject: RE: My email/contact info.

Good morning Monica. Here is the information you requested for the next Commissioners Court meeting scheduled for next week. Recently, Emilio De Los Santos, Hidalgo County Veterans Service Director, was awarded the Dan Garcia Award for his superior performance and outstanding achievement, commitment, and dedication to veterans and their families by the Veterans Service Officers Association of Texas. Senator Hutchison's Office would like to recognize Mr. De Los Santos by presenting him with a flag and a letter acknowledging his accomplishment. Please let me know if we will be able to attend and present this award at the next Commissioners meeting.
Thank you and have a nice day.

Julian Alvarez
South Texas Regional Director
United States Senator Kay Bailey Hutchison
(956) 202-3320 cell

From: Monica Badillo [mailto:monica.badillo@co.hidalgo.tx.us]
Sent: Wednesday, March 30, 2011 3:44 PM
To: Alvarez, Julian (Hutchison)
Subject: My email/contact info.

Hi Julian,
As per our conversation earlier….

Monica Badillo, Court Administrator
County of Hidalgo Executive Office
2818 S. Bus. Hwy. 281
Edinburg, Texas 78539
(956) 292-7025 ext. 5404
(956) 292-7034 (fax)

AI-26068 **8.C.**

MPO TPC Representative

CC REGULAR

Date:	04/05/2011
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Discussion, consideration, and appointment of Hidalgo County representative to the Hidalgo County Metropolitan Planning Organization Transportation Policy Committee.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/31/2011 01:08 PM	APRV
2	Roland Garcia	Rolando Garcia	03/31/2011 01:41 PM	APRV
3	Auditor's Office		03/31/2011 04:00 PM	NEW
Form Started By: Erika Reyna			Started On: 03/31/2011 12:44 PM	
Final Approval Date: 03/31/2011				

AI-26065 **9.A.**

Rio Grande Valley Communications Group

CC REGULAR

Date:	04/05/2011
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	Emergency Services Division

Information

CAPTION

Discussion and approval of resolution authorizing Hidalgo County to Join the Rio Grande Valley Communications Group and designating Sheriff Guadalupe "Lupe" Trevino as the official representative to the Board of Directors.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Commissioners' Court was informed at the March 28, 2011 Workshop that there is an unidentified financial impact.

Attachments

Link: BACKUP

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/31/2011 01:06 PM	APRV
2	Roland Garcia	Rolando Garcia	03/31/2011 01:41 PM	APRV
3	Auditor's Office		03/31/2011 04:00 PM	NEW
Form Started By: Erika Reyna			Started On: 03/31/2011 10:11 AM	
Final Approval Date: 03/31/2011				

RESOLUTION NO. _____

STATE OF TEXAS §
COUNTY OF HIDALGO §

WHEREAS, various Rio Grande Valley governmental departments and agencies are responsible for the safety and security of citizens within their jurisdictions through such functions as emergency management, law enforcement and the delivery of other essential services; and

WHEREAS, in times of catastrophic accidents or disasters, emergencies, day-to-day incidents or planning for major events, it is highly important that these Rio Grande Valley governmental departments and agencies be able to share vital voice and data information across jurisdictions to successfully respond to such events; and

WHEREAS, these Rio Grande Valley governmental departments and agencies have a variety of communications systems in place, often with limited coverage of population and geography and with limited ability to communicate seamlessly both within and among departments and agencies; and

WHEREAS, many Rio Grande Valley governmental departments and agencies also have similar limitations on their abilities to communicate during emergencies; and

WHEREAS, the County of Hidalgo recognizes the significance of interoperable technology to enable communications among Rio Grande Valley departments and agencies in times of catastrophic accidents or disasters, emergencies, day-to-day incidents or planning for major events, to enhance the public's safety and security; and

WHEREAS, the attainment of interoperable communications requires Rio Grande Valley regional coordination and leadership; and

WHEREAS, the County of Hidalgo further recognizes that various Rio Grande Valley governmental representatives have formed the "Rio Grande Valley Communications Group" (a copy of its Charter is attached) to establish a consolidated, regional communications interoperability operation to coordinate the use of public safety communications amongst Rio Grande Valley governmental departments and agencies; and

WHEREAS, the County of Hidalgo desires to join the "Rio Grande Valley Communications Group" as a charter member agency.

NOW, THEREFORE, BE IT RESOLVED BY THE HIDALGO COUNTY COMMISSIONERS COURT, TEXAS THAT:

1. The County of Hidalgo will participate as a member of the "Rio Grande Valley Communications Group".

2. The County of Hidalgo designates Sheriff Guadalupe "Lupe" Treviño as its official representative to the Board of Directors of the "Rio Grande Valley Communications Group." Chief Deputy Anacleto Martinez is designated as the County of Hidalgo alternate representative in the event the primary representative cannot attend a Board of Directors meeting.

3. The County of Hidalgo will support and assist, if requested to do so, the Rio Grande Valley Communications Group in furthering its goal of achieving successful interoperability communications amongst Rio Grande Valley local governments who are members of the "Rio Grande Valley Communications Group."

4. This resolution is in effect immediately.

READ, CONSIDERED, PASSED, APPROVED, and **SIGNED** this 5th day of April, 2011, at a regular meeting of the Hidalgo County Commissioners Court at which a quorum was present and which was held in accordance with the provisions of Chapter 551, Texas Government Code.

HIDALGO COUNTY, TEXAS

_____

By: Ramon Garcia, County Judge

ATTEST:

_____

Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved as to form:

_____

Josephine Ramirez
Assistant Criminal District Attorney-County Affairs

AI-26062 **11.A.**

Resolution Supporting SB 1377

CC REGULAR

Date:	04/05/2011
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	Colonia Access Program

Information

CAPTION

Discussion and approval of resolution supporting SB 1377 by Senator Lucio relating to authorization to increase financial assistance for colonia access roadway projects to serve border colonias.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/31/2011 10:10 AM	APRV
2	Roland Garcia	Rolando Garcia	03/31/2011 01:41 PM	APRV
3	Auditor's Office		03/31/2011 04:00 PM	NEW
Form Started By: Erika Reyna			Started On: 03/31/2011 09:50 AM	
Final Approval Date: 03/31/2011				

AI-25996 **12.A.**

Community Service Agency

CC REGULAR

Date:	04/05/2011
Submitted By:	Maribel Navarro, COMMUNITY SERVICE AGENCY
Submitted For:	Maribel Navarro
Department:	COMMUNITY SERVICE AGENCY
Agenda Category:	Community Service Agency

Information

CAPTION

1. Requesting approval for the FY 11 CSBG (Community Service Block Grant) Contract 61110001131 Amendment 1
2. Requesting approval for the FY 11 CEAP (Comprehensive Energy Assistance Program) Contract 58110001083 Amendment 1
3. Requesting approval for the FY 11 Neighbor to Neighbor Agreement for Electric Home Energy Assistance
4. Presenting a Certificate of Recognitin and Appreciation awarded to the Community Service Agency from the Texas Department of Housing and Community Affairs

BACKGROUND

1. FY11 CSBG Amendment 1-allocation increases to $728,337.56 (which is approx. 42.46% of total 2011 anticipated funding of $1,696,598.00) from the initial 1st quarter allocation of $363,704.69
2. FY11 CEAP Amendment 1-allocation increases to $6,683,888.00 from the initial allocation of $2,207,730.00
3. FY11 NTN Agreement -CPL/Direct Energy funds to assist their customers for an approx. allocation of $84,000.00
4. TDHCA presented a certificate to CSA for accomplishing our goals for the ARRA contract last year.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

CSA funds will be used.

Attachments

Link: 1

Link: 1

Link: 2

Link: 2

Link: 3

Link: 4

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/29/2011 03:40 PM	APRV
2	Erika Zamora	Erika Zamora	03/31/2011 09:41 AM	APRV
3	Auditor's Office		03/31/2011 04:00 PM	NEW

Form Started By: Maribel Navarro

Started On: 03/29/2011 02:16 PM

Final Approval Date: 03/31/2011

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
AMENDMENT NO. **1** TO CONTRACT NO. **61110001131**
COMMUNITY SERVICES BLOCK GRANT PROGRAM
CFDA#93.569

SECTION 1. CONTRACT

The Texas Department of Housing and Community Affairs, an agency of the State of Texas, and **Hidalgo County Community Services Agency** agree to amend contract no. **61110001131** executed by the Department on or about January 1, 2011 (herein the "Contract").

SECTION 2. DEPARTMENT OBLIGATIONS

This contract is amended by revising Section 4 A to read

A. In consideration of Subrecipient's full and satisfactory performance of this contract, Department shall reimburse the actual allowable costs incurred by Subrecipient in an amount up to: **$728,337.56**

Effective Date: **February 01, 2011**

Hidalgo County Community Services Agency

By:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

By:

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

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

SECTION 1. PARTIES TO THE CONTRACT

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

SECTION 2. CONTRACT PERIOD

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

SECTION 3. SUBRECIPIENT PERFORMANCE

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

HIDALGO

SECTION 4. DEPARTMENT OBLIGATIONS

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

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

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

SECTION 5. METHOD OF PAYMENT/CASH BALANCES

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

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

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

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

E. Excess Payments

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

SECTION 6. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

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

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

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

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

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

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

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

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

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

(5) are not incurred during the Contract Period.

SECTION 7. TERMINATION AND SUSPENSION

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

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

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

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

SECTION 8. CHANGES AND AMENDMENTS

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

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

SECTION 9. TECHNICAL ASSISTANCE AND MONITORING

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

SECTION 10. RETENTION AND ACCESSIBILITY OF RECORDS

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

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

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

SECTION 11. REPORTING REQUIREMENTS

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

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

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

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

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

SECTION 12. PROCUREMENT STANDARDS

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

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

SECTION 13. INDEPENDENT CONTRACTOR

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

SECTION 14. SUBCONTRACTS

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

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

SECTION 15. CONFLICT OF INTEREST/NEPOTISM

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

(i) what, factually, occurred;

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

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

SECTION 16. COMPLIANCE WITH LAWS

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

SECTION 17. PROGRAM INCOME

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

SECTION 18. NON-BINDING GUIDANCE

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

SECTION 19. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

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

SECTION 20. LEGAL AUTHORITY

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

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

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

SECTION 21. AUDIT

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

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

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

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

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

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

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

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

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

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

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

SECTION 22. TRAVEL

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

SECTION 23. POLITICAL ACTIVITY PROHIBITED

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

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

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

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

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

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

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

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

3. any voter registration activity.

SECTION 24. SECTARIAN INVOLVEMENT PROHIBITED

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

SECTION 25. COPYRIGHT

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

SECTION 26. PREVENTION OF WASTE, FRAUD, AND ABUSE

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

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

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

SECTION 27. HB 1196 CERTIFICATION

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

SECTION 28. SB 608 CERTIFICATION

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

SECTION 29. MAINTENANCE OF EFFORT

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

SECTION 30. NO WAIVER

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

SECTION 31. SEVERABILITY

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

SECTION 32. ORAL AND WRITTEN AGREEMENTS

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

SECTION 33. COMMUNITY ACTION PLAN

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

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

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

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

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

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

SECTION 34. SPECIAL CONDITIONS

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

SECTION 35. EXCLUDED DEBARRED AND SUSPENDED PARTIES

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

Effective Date: **January 01, 2011**

Hidalgo County Community Services Agency

By:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

By:

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

CSBG PY 2011 Estimated Funding Distribution

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

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NO. 58110001083 FOR THE
COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)
AMENDMENT NUMBER: 1

SECTION 1.

The Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas (hereinafter the "Department") and Hidalgo County Community Services Agency (hereinafter the "Subrecipient"), do hereby contract and agree to amend the contract by and between the parties identified on Department records as contract number 58110001083

SECTION 2.

The Contract is amended to obligate remaining 2011 Regular and Emergency Contingency Funds by deleting Attachment A - Budget in its entirety and replacing it with the amended Attachment A - Budget attached hereto.

SECTION 3. AGREEMENT

The parties hereto agree that all other terms of the Contract shall remain in effect as therein set forth and shall continue to govern except to the extent that said terms conflict with the terms of this amendment. In the event any conflict in terms exists, this amendment shall control, unless it can not be read consistently with the entirety of the contract or is made void by operation of law. Each capitalized term not expressly defined herein shall have the meaning given to such term in the Contract.

SECTION 4.

This amendment shall be effective on the date of execution.

SECTION 5.

By signing this amendment, the parties expressly understand and agree that its terms shall become a part of the Contract as if it were set forth word for word therein. This amendment shall be binding upon the parties hereto and their respective successors and assigns.

AGREED TO AND EXECUTED BY:

Hidalgo County Community Services Agency

By:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

By:

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

DEPARTMENT FINANCIAL OBLIGATIONS

$ 6,685,088.00	CEAP FUNDS CURRENTLY AVAILABLE
$ 1,200.00	TRAINING TRAVEL ALLOWANCE FUNDS CURRENTLY AVAILABLE

BUDGET FOR AVAILABLE ALLOCATIONS

BUDGET CATEGORY	FUNDS	%
Administration	$ 478,059.00	-
Assurance 16	$ 408,403.00	-
Direct Services	$ 5,797,426.00	-
TOTAL CEAP BUDGET	$ 6,683,888.00	-

BUDGET CATEGORY	FUNDS	%
Energy Crisis	$ 1,376,889.00	23.75
Co-payment	$ 1,376,889.00	23.75
Elderly and Disabled	$ 1,376,889.00	23.75
Heating/Cooling	$ 1,376,888.00	23.75
Direct Service Support	$ 289,871.00	5.00
TOTAL DIRECT SERVICES	$ 5,797,426.00	100.00

Subrecipient's service area consists of the following Texas counties:

HIDALGO

Administrative costs, salaries, fringe benefits, non-training travel, equipment, supplies, audit and office space are limited to **7.00%** of the contract expenditures, excluding Training/Travel costs.

Assurance 16 Activities costs are limited to **6.00%** of the contract expenditures excluding Training and Travel costs. Direct Services Support costs are limited to **5.00%** of total Direct Services expenditures.

Expenditures for Elderly/Disabled and Heating/Cooling **must be at least 10% of Direct Service Dollars expended**. Energy Crisis and Co-Payment Percentage will be established by Subrecipient. Direct Services Support (**may not exceed 5% of Direct Services dollars expended**).

Department's prior written approval for purchase or lease of equipment with an acquisition cost of $5,000 and over is required. Approval of this budget does not constitute prior approval for such purchases.

Funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility.

Subrecipient is limited to only one budget revision request during the first 6 months of the Contract Period. A second and final budget revision must be received by the Department on or before November 18, 2011.

Subrecipient shall provide outreach services under all components in this category. Failure to do so may result in contract termination. Subrecipient must document outreach, whether the outreach is conducted with "Direct Service Support" funds or other funds.

Effective Date of Budget: 02/01/2011

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

SECTION 1. PARTIES TO THE CONTRACT

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

SECTION 2. CONTRACT PERIOD

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

SECTION 3. SUBRECIPIENT PERFORMANCE

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

SECTION 4. DEPARTMENT OBLIGATIONS

A. Measure of Liability

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

1 Department's obligations under this contract are contingent upon the actual receipt of funds from the U.S. Department of Health and Human Services and the State of Texas. Department acknowledges that it has received obligations from those sources, which, if paid, will be sufficient to pay the allowable costs incurred by Subrecipient under this contract.

2 Department is not liable for any cost incurred by Subrecipient which:

a. is subject to reimbursement by a source other than Department;

b. is for performance of services or activities not authorized by the LIHEAP Act, or which is not in accordance with the terms of this contract;

c. is not reported to Department on a Monthly Funding/Financial/Performance Report within sixty (60) days following the termination of the Contract Period; or,

d. is not incurred during the Contract Period.

e. is incurred for the purchase or permanent improvement of real property (other than low-cost residential weatherization or other energy-related home repairs).

B. Limits of Liability

Notwithstanding any other provision of this contract, the total of all payments and other obligations incurred by Department under this contract shall not exceed the sum of $2,208,930.00

SECTION 5. METHOD OF PAYMENT/CASH BALANCES

A. Each month, Subrecipient may request an advance payment by electronically submitting to Department at its offices in Travis County, Texas, no later than the fifteenth (15th) day of the month prior to the month for which advance payment is sought, a properly completed Funding Report for an amount not to exceed Subrecipient's actual cash needs for the month for which such advance is sought.

B. Subrecipient's requests for advances shall be limited to the amount needed and be timed to be in accordance with actual immediate cash requirements of the Subrecipient in carrying out the purpose of this contract. The timing and amount of cash advances shall be as close as administratively feasible to the actual disbursement by the Subrecipient for direct program costs and the proportionate share of any allowable indirect costs. Subrecipient shall establish procedures to minimize the time elapsing between the disbursement of funds from Department to Subrecipient and the expenditure of such funds by Subrecipient.

C. Subsection 5(A) notwithstanding, Department reserves the right to utilize a cost reimbursement method of payment if (1) Subrecipient maintains excessive cash balances or requests advance payments in excess of thirty (30) days need; (2) Department identifies any deficiency in the internal controls or financial management system used by Subrecipient; (3) Subrecipient violates any of the terms of this contract; (4) Department's funding sources require the use of a cost reimbursement method of payment or (5) Subrecipient owes the Department funds.

D. Subrecipient shall refund, within fifteen (15) days of Department's request, any sum of money paid to Subrecipient by Department which Department determines: (1) has resulted in an overpayment to Subrecipient; or (2) has not been spent strictly in accordance with terms of this contract. Failure to comply will result in freezing contract funds and suspending the contract until such time as funds owed to the Department are paid. The Department may offset or withhold any amounts otherwise owed to Subrecipient under this contract against any amount owed by Subrecipient to Department arising under this or any other contract between the parties.

E. All funds paid to Subrecipient under this contract are paid in trust for the exclusive benefit of the eligible clients of the Comprehensive Energy Assistance Program and for allowable administrative, direct services support, assurance 16 activities, direct services, and training/travel expenditures.

SECTION 6. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

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

A. Uniform cost principles for local governments are set forth in OMB Circular A-87, and for non-profit organizations in OMB Circular A-122. Uniform administrative requirements for local governments are set forth in OMB Circular A-102, and for non-profits in OMB Circular A-110. OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," sets forth audit standards for governmental organizations and other organizations expending Federal funds. The expenditure threshold requiring an audit under Circular A-133 is $500,000.

B. Use of Alcohol Beverages. None of the funds provided under this contract shall be used for the payment of salaries to any employee who uses alcoholic beverages during normal work hours as defined by the agency. No funds provided under this contract for travel expenses shall be used for the purchase of alcoholic beverages.

SECTION 7. TERMINATION AND SUSPENSION

A. Department may terminate this contract, in whole or in part, at any time Department determines that there is cause for termination. Cause for termination includes, but is not limited to, Subrecipient's failure to comply with any term of this contract. Department shall notify Subrecipient in writing at least thirty (30) days before the date of termination.

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

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

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

E. Subrecipient's failure to expend the funds provided under this contract in a timely manner may result in either the termination of this contract or Subrecipient's ineligibility to receive additional funding under the Comprehensive Energy Assistance Program, or a reduction in the original allocation of funds to Subrecipient.

SECTION 8. CHANGES AND AMENDMENTS

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

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

SECTION 9. TECNICAL ASSISTANCE AND MONITORING

Department or its designee may conduct on and off-site monitoring and evaluation of Subrecipient's compliance with the terms of this contract. Department's monitoring may include a review of the efficiency, economy, and efficacy of Subrecipient's performance. Department will notify Subrecipient in writing of any deficiencies noted during such monitoring. Department may provide training and technical assistance to Subrecipient in correcting the deficiencies noted. Department may require corrective action to remedy deficiencies noted in Subrecipient's accounting, personnel, procurement, and management procedures and systems. Department may conduct follow-up visits to review the previously noted deficiencies and to assess the Subrecipient's efforts made to correct them. Repeated deficiencies may result in disallowed costs. Department may terminate or suspend this contract or invoke other remedies Department determines to be appropriate in the event monitoring reveals material deficiencies in Subrecipient's performance, or Subrecipient fails to correct any such deficiency within a reasonable period of time. Department or its designee may conduct an ongoing program evaluation throughout the contract year.

SECTION 10. RETENTION AND ACCESSIBILITY OF RECORDS AND FILE MAINTENANCE

A. Subrecipient shall maintain financial and programmatic records, and supporting documentation for all expenditures made under this contract, in accordance with the records retention and custodial requirements set forth in the Uniform Grant Management Standards, Common Rule §42.

B. Subrecipients must provide Program applications, forms and educational materials in English, Spanish and any other appropriate language.

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

D. Subrecipient shall maintain a client file system to document direct services rendered. Each client file shall contain the following:

(1) Client application containing all Department requirements;

(2) Documentation/verification of client income for the 30 days preceding their application for all household members 18 years and older, or Declaration of Income Statement (if applicable); as outlined in Title 10, chapter 6, Subchapter C, 10 TAC § 6.205.

(3) Copy of client's utility bill(s);

(4) Energy consumption history for previous 12 months (when available) (all fuel types) for all components;

(5) Documentation of payment (Documentation of payment may be maintained in a separate file, but must be accessible to the Department.);

(6) Documentation of benefits determination (when required by component);

(7) Notice of Denial Form (if applicable);

(8) Right of appeal and procedures (if applicable) for denial or termination of services;

(9) Any documentation required by directives; and

(10) Client service agreement (as required by component).

(11) Case notes sufficient to document that Assurance 16 activities (needs assessment, referrals, budget counseling, energy conservation education and assistance with energy vendors) have occurred.

(12) Priority rating form.

(13) Appliance assessment information is required by CEAP and includes at a minimum the following information on all major heating and cooling appliances to include water heaters and refrigerators:

Type of appliance	Existing Efficiency rating
Fuel used	Location of appliance
Size of appliance (BTU)	RE or EF (water heaters)
Age of appliance	Input/Output BTU
Size of room where appliance is used	Recommendation
Carbon Monoxide (CO) levels for all eligible combustion appliances	Meter all 110V Heating and Cooling devices and document: Volt, AMP, and Watt usage.

E. Subrecipient shall maintain complete client files at all times. Costs associated with incomplete files found at the time of program monitoring may be disallowed.

SECTION 11. REPORTING REQUIREMENTS

A. Subrecipient shall electronically submit to Department, no later than fifteen (15) days after the end of each month of the Contract Period, a Funding Report of all expenditures of funds and clients served under this contract during the previous month.

B. Subrecipient shall submit to Department, no later than sixty (60) days after the end of the Contract Period, an inventory of all vehicles, tools, and equipment with a unit acquisition cost of $5,000 or more and a useful life of more than one year, if purchased in whole or in part with funds received under this contract or previous Comprehensive Energy Assistance Program contracts. The inventory shall include the vehicles, tools, equipment, and appliances purchased with heating and cooling funds on hand as of the last day of the Contract Period. Subrecipient acknowledges that all equipment and supplies purchased with funds from the CEAP are the property of CEAP and as such, stay with the subrecipient which provides CEAP services in the service area.

C. Subrecipient shall electronically submit to Department, no later than sixty (60) days after the end of the Contract Period, a final Funding Report of all expenditures of funds and clients served under this contract. Failure of Subrecipient to provide a full accounting of funds expended under this contract may result in the termination of this contract and ineligibility to receive additional funds. If Subrecipient fails to submit a final expenditure/performance report within 60 days of the end of the Contract Period, Department will use the last report submitted by Subrecipient as the final report.

D. If Subrecipient fails to submit, in a timely and satisfactory manner, any report or response required by this contract, Department may withhold any or all payments otherwise due or requested by Subrecipient hereunder. Payments may be withheld until such time as the delinquent report or response is received by Department. If the delinquent report or response is not received within forty-five (45) days of its due date, Department may suspend or terminate this contract. If Subrecipient receives funds from Department over two or more Contract Periods, funds may be withheld or this contract suspended or terminated for Subrecipient's failure to submit a past due report or response (including an audit report) from a prior contract or Contract Period.

SECTION 12. PROCUREMENT STANDARDS

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

B. Upon the termination or non-renewal of this contract, Department may transfer title to any such property or equipment having a unit acquisition cost (the net invoice unit price of an item of equipment) of $5,000 or more to itself or to any other entity receiving Department funding.

SECTION 13. INDEPENDENT SUBRECIPIENT

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

SECTION 14. SUBCONTRACTS

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

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

SECTION 15. CONFLICT OF INTEREST/NEPOTISM

A. Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.

B. No employee, officer, or agent of Subrecipient shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award.

C. The officers, employees, and agents of the Subrecipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subagreements. Subrecipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.

D. Subrecipients who are local governmental entities shall, in addition to the requirements of this Section, follow the requirements of Chapter 171 of the Local Government Code regarding conflicts of interest of officers of municipalities, counties, and certain other local governments.

E. Failure to maintain written standards of conduct and to follow and enforce the written standards is a condition of default under this Contract and may result in termination of the Contract or deobligation of funds.

SECTION 16. COMPLIANCE WITH LAWS

Subrecipient shall comply with the Low-Income Home Energy Assistance Act of 1981, as amended, 42 U.S. C. Sec. 8621 et Seq. (the "LIHEAP Act" Public Law 97-35) and with the rules and regulations promulgated there under, and with all federal, state, and local laws and regulations applicable to the performance of this contract, including Texas Administrative Code (10 TAC Chapter 5) and the LIHEAP State Plan.

SECTION 17. PROGRAM INCOME

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

SECTION 18. NON-BINDING GUIDANCE

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

SECTION 19. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

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

SECTION 20. LEGAL AUTHORITY

A. Subrecipient represents that it possesses the legal authority to enter into this contract, receive and manage the funds authorized by this contract, and to perform the services Subrecipient has obligated itslef to perform hereunder.

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

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

SECTION 21. AUDIT

A. Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this contract, subject to the following conditions and limitations:

(1) Subrecipient expending $500,000 or more in total Federal awards or $500,000 in total state financial assistance shall have an audit performed in accordance with the Single Audit Act Amendments of 1996, 31 U.S.C. 7501, and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations" issued June 30, 1997. For purposes of Section 21, "Federal financial assistance" means assistance provided by a Federal agency in the form of grants, contracts, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, or other assistance, but does not include amounts received as reimbursement for services rendered to individuals in accordance with OMB guidelines. The term includes awards of Federal financial assistance received directly from Federal agencies, or indirectly through other units of State and local government;

(2) Sections 4 D (3) and (4) above notwithstanding, Subrecipient may utilize funds budgeted under this contract to pay for that portion of the cost of such audit services properly allocable to the activities funded by Department under this contract, provided, however, that Department shall not make payment for the cost of such audit services until Department has received a satisfactory audit report from Subrecipient, as determined by Department.

(3) Subrecipient shall submit three (3)copies of such audit report and any associated management letter to the Department (2 to Portfolio Monitoring and Compliance and 1 to Community Affairs Division) within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subrecipient shall make audit report available for public inspection within thirty (30) days after receipt of the audit report(s). Audits performed under this Section are subject to review and resolution by Department or its authorized representative. Subrecipient shall submit such audit report to the Federal clearinghouse designated by OMB in accordance with OMB A-133.

(4) The audit report must include verification of all expenditures by budget category, in accordance with "Attachment A-Budget" of this contract.

B. The cost of auditing services for a Subrecipient expending less than $500,000 in total Federal awards per fiscal year is not an allowable charge under Federal awards.

C. Subsection A of this Section 21 notwithstanding, Department reserves the right to conduct an annual financial and compliance audit of funds received and performance rendered under this contract. Subrecipient agrees to permit Department or its authorized representative to audit Subrecipient's records and obtain any documents, materials, or information necessary to facilitate such audit.

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

E. Subrecipient shall take such action to facilitate the performance of such audit or audits conducted pursuant to this Section 21 as Department may require of Subrecipient.

F. Subrecipient shall procure audit services through an open, competitive process at least once every four years. The auditor shall retain working papers and reports for a minimum of the three years after the date of directive of the auditor's report to the Subrecipient. Audit working papers shall be made available upon request to Department at the completion of the audit, as part of a quality review, to resolve audit findings, or to carry out oversight responsibilities consistent with the purposes of this Section. Access to working papers includes the right to obtain copies of working papers, as is reasonable and necessary.

G. For any fiscal year ending within or immediately after the Grant Period, Subrecipient must submit an "Audit Certification Form" (available from the Department) within sixty (60) days after the Subrecipient's fiscal year end.

SECTION 22. DEPARTMENT/CEAP TRAVEL AND TRAINING

A. The travel funds are to be used only for Department-approved training events. Subrecipient shall adhere to OMB Circulars (A-87 {2 CFR 225} and A-122 {2 CFR 230} as appropriate), and either its board-approved travel policy, or the State of Texas travel policies.

SECTION 23. POLITICAL ACTIVITY PROHIBITED

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

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

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

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

SECTION 24. SECTARIAN INVOLVEMENT PROHIBITED

No funds received by Subrecipient hereunder shall be used, either directly or indirectly, to support any religious or anti-religious activity

SECTION 25. COPYRIGHT

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

SECTION 26. PREVENTION OF WASTE, FRAUD, AND ABUSE

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

B. Subrecipient shall give Department complete access to all of its records, employees, and agents for the purposes of any investigation of the Comprehensive Energy Assistance Program. Subrecipient shall immediately notify Department of any discovery of waste, fraud, or abuse. Subrecipient shall fully cooperate with Department's efforts to detect, investigate, and prevent waste, fraud, and abuse in the Comprehensive Energy Assistance Program.

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

SECTION 27. HB 1196 CERTIFICATION AGAINST UNDOCUMENTED WORKERS

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

SECTION 28. SB 608 CERTIFICATION OF ELIGIBILITY

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

SECTION 29. MAINTENANCE OF EFFORT

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

SECTION 30. NO WAIVER

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

SECTION 31. SEVERABILITY

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

SECTION 32. ORAL AND WRITTEN AGREEMENTS

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

SECTION 33. VENDOR AGREEMENTS

For each of Subrecipient's vendors, Subrecipient shall implement and maintain a vendor agreement that contains assurances relating to fair billing practices, delivery procedures, and pricing procedures for business transactions involving CEAP clients. All vendor agreements are subject to monitoring procedures performed by TDHCA. All vendor agreements must be renegotiated every two years.

SECTION 34. SPECIAL CONDITIONS

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

SECTION 35. EXCLUDED PARTIES LIST SYSTEM

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

SECTION 36. ALLOWABLE ADMINISTRATIVE, ASSURANCE 16 ACTIVITIES, AND DIRECT SERVICES SUPPORT EXPENDITURES

A. Administrative and Assurance 16 Activities funds are earned through provision of direct services to clients. Subrecipient may choose to submit a final budget revision in October to use its administration, Assurance 16 Activities, and direct services support dollars for direct service categories; however, subrecipient is still required to perform Assurance 16 Activities and Direct Service Support activities.

B. Direct Services Support expenditures are earned through provision of direct services to clients and must be supported by appropriate documentation of the allowable activities. Direct Service Support includes costs not administrative in nature but those used for outreach and targeting only to eligible households. Allowable expenditures include but are not limited to salaries, fringe benefits, and travel expenditures of staff when conducting outreach, and application intake Subrecipient may opt to use LIHEAP Direct Service Support allocation for direct client services if they have used non-LIHEAP resources to serve the requirements of Direct Service Support. Computer purchases and any related expenditures must be charged to Administration, not Direct Services Support.

C. In order to achieve compliance with the LIHEAP Act, subrecipient must coordinate with other energy related programs. Specifically, subrecipient must make documented referrals to the local WAP subrecipient.

D. Subrecipient shall accept applications for CEAP benefits at sites that are geographically accessible to all households in the service area. Subrecipient shall provide elderly and disabled individuals the means to submit applications for CEAP benefits without leaving their residence or by securing transportation for them to the sites that accept such applications.

SECTION 37. APPEALS PROCESS

In compliance with the LIHEAP Act, Subrecipient must provide an opportunity for a fair administrative hearing to individuals whose application for assistance is denied, terminated or not acted upon in a timely manner, according to the Title 10, Part I, Chapter 5.

SECTION 38. ATTACHMENTS

The attachments identified below are hereby made a part of this contract:

(1) Attachment A, Budget

SIGNED this day of

Hidalgo County Community Services Agency

By:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

By:

This contract is not effective unless signed by the Executive Director of the Department or authorized designee.

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

DEPARTMENT FINANCIAL OBLIGATIONS

$ 2,208,930.00	CEAP FUNDS CURRENTLY AVAILABLE
$ 1,200.00	TRAINING TRAVEL ALLOWANCE FUNDS CURRENTLY AVAILABLE

BUDGET FOR AVAILABLE ALLOCATIONS

BUDGET CATEGORY	FUNDS	%
Administration	$ 159,321.00	-
Assurance 16	$ 136,107.00	-
Direct Services	$ 1,912,302.00	-
TOTAL CEAP BUDGET	$ 2,207,730.00	-

BUDGET CATEGORY	FUNDS	%
Energy Crisis	$ 454,171.00	23.75
Co-payment	$ 454,171.00	23.75
Elderly and Disabled	$ 454,171.00	23.75
Heating/Cooling	$ 454,174.00	23.75
Direct Service Support	$ 95,615.00	5.00
TOTAL DIRECT SERVICES	$ 1,912,302.00	100.00

Subrecipient's service area consists of the following Texas counties:

HIDALGO

Administrative costs, salaries, fringe benefits, non-training travel, equipment, supplies, audit and office space are limited to **7.00%** of the contract expenditures, excluding Training/Travel costs.

Assurance 16 Activities costs are limited to **6.00%** of the contract expenditures excluding Training and Travel costs. Direct Services Support costs are limited to **5.00%** of total Direct Services expenditures.

Expenditures for Elderly/Disabled and Heating/Cooling **must be at least 10% of Direct Service Dollars expended**. Energy Crisis and Co-Payment Percentage will be established by Subrecipient. Direct Services Support (**may not exceed 5% of Direct Services dollars expended**).

Department's prior written approval for purchase or lease of equipment with an acquisition cost of $5,000 and over is required. Approval of this budget does not constitute prior approval for such purchases.

Funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility.

Subrecipient is limited to only one budget revision request during the first 6 months of the Contract Period. A second and final budget revision must be received by the Department on or before November 18, 2011.

Subrecipient shall provide outreach services under all components in this category. Failure to do so may result in contract termination. Subrecipient must document outreach, whether the outreach is conducted with "Direct Service Support" funds or other funds.

Effective Date of Budget: 01/01/2011

DIRECT ENERGY, LP
Direct Energy, LP,
CPL RETAIL ENERGY, LP and/or
WTU RETAIL ENERGY, LP
NEIGHBOR-TO-NEIGHBOR PROGRAM AGREEMENT
FOR ELECTRIC HOME ENERGY ASSISTANCE

THIS AGREEMENT IS BY AND BETWEEN Direct Energy, LP ("Direct Energy"), CPL Retail Energy, LP ("CPL Retail Energy") and/or WTU Retail Energy, LP ("WTU Retail Energy") and/or three retail electric providers (together the "REPs") and County of Hidalgo Community Service Agency an established social service agency under Section 501(c)(3) of the United States Internal Revenue Code ("The Administering Agency") (all together "the Parties").

Purpose of Agreement:

Under this Agreement the Administering Agency and the REPs shall implement the program known as "Neighbor-to-Neighbor," under which the REPs will provide funding in their respective areas of operation to be used by the Administering Agencies for payment of the Electric Home Energy Expenses, as defined below, of needy people experiencing an energy emergency or crisis. The Parties, in consideration of the promises and commitments found herein, agree as follows:

I. Program Established

A. The Neighbor-to-Neighbor Program (hereinafter referred to as the "Program") is hereby intended to help needy people experiencing an energy emergency or crisis pay their Electric Home Energy Expenses. The REPs shall supply funding for the program in their respective areas of operation as described in Article II herein. The Administering Agency shall,

subject to the terms of this Agreement, utilize these funds to aid needy people in paying their Electric Home Energy Expenses and shall coordinate the Program with the Low Income Home Energy Assistance Program (LIHEAP).

B. "Electric Home Energy Expenses" shall mean any debt incurred by the Recipient for the consumption of electric energy used (including consumption prepaid by the Recipient) in the lighting, appliance usage and cooling/heating of the primary residence of the Recipient.

II. Program Funding

The REPs shall provide annual funding for the Program pursuant to the following terms. The funding amount shall be determined annually at the REP's sole discretion, with funds allocated to the administering agencies in two bi-annual disbursements. The first disbursement shall occur no later than January 30th of each calendar year and the second disbursement shall occur no later than July 31st of each calendar year.

III. Recipients

A. A Recipient is any individual who receives assistance as contemplated by this Agreement. There can be only one Recipient for each household. In order to qualify as a Recipient, an individual must meet all of the following conditions at the time he or she receives this assistance.

1. The individual must be receiving residential electric service from CPL Retail Energy, LP, WTU Retail Energy, LP, or Direct Energy, LP at the residence from which the subject Electric Home Energy Expenses arise.

2. The individual must reside at the service address and be responsible for the Electric Home Energy Expenses to be paid.

3. The individual must meet the income eligibility criteria established for the Comprehensive Energy Assistance Program (CEAP) funded by LIHEAP.

B. The Administering Agency shall select Recipients from those qualifying individuals seeking assistance in its sole discretion, but the REPs may, from time to time, refer special cases for consideration for assistance from the Program. The Administering Agency shall give due consideration to any such special cases, but shall nonetheless retain the ultimate authority in selecting Recipients.

IV. Use of Funds

A. All funds forwarded to the Administering Agency, subject to the administrative fee discussed in Article VII, shall be used by the Administering Agency in accordance with this Agreement to help Recipients pay their Electric Home Energy Expenses.

B. No Program funds may be used for utility deposits.

C. A Recipient can receive assistance from the Program of no more than $600, in any calendar year. Assistance provided may not exceed the actual Electric Home Energy Expenses due at the time Assistance is provided; or the estimated monthly Electric Home Energy Expenses at the time Assistance is provided.

D. Except to the extent specified in this Agreement, the REPs shall have no power or authority to direct the Administering Agency in the management or control of the Program.

V. Reports

The Administering Agency shall submit to each REP monthly reports, reflecting the total receipts and disbursements of Program funds, the identity, location and address of each person helped by the Program, and the amount of assistance received. The Administering Agency shall submit each monthly report to CPL Retail Energy, WTU Retail Energy, or Direct Energy, as appropriate, within 15 calendar days of the end of the month being reported. Such information and reports shall be available for audit verification by the REPs or their designated agents, at their individual expense. The Administering Agency agrees to maintain all records necessary to permit the REPs to verify the accuracy of such reports and information for a minimum of two years. The Administering Agency's obligation to maintain records shall survive termination of this Agreement.

VI. Term of Agreement

A. This Agreement shall become effective on January 1st, 2011, and shall continue in effect for an initial term through December 31st, 2011, and may be renewed annually each January with the signatures of both parties. The Administering Agency may terminate this Agreement at anytime by delivering written notice of termination to the REPs at least thirty (30) days prior to the effective date of termination. The REPs may terminate this Agreement with the consent of the Administering Agency or for failure of the Administering Agency to meet the terms and conditions of this Agreement, by delivering written notice of termination to the Administering Agency at least thirty (30) days prior to the effective date of termination.

B. Upon termination of this Agreement, the Administering Agency agrees to return, within sixty calendar days, any balance of funds in the Program to the REPs for distribution.

VII. Administrative Fees

The administrative fee retained by the Administering Agency is intended to cover only Program costs. Program costs include costs directly related to Program outreach, application processing, accounting, reporting and other Program activities. To defray the cost of the Administering Agency's duties and responsibilities for outreach, application processing, accounting, reporting and other related program administration activities, the Administering Agency shall be entitled to retain up to 10% of the total annual funding provided under this Agreement.

VIII. Contractor Performance

A. The Administering Agency shall, on an equitable basis throughout its service area, disburse funds for the Program. The Administering Agency shall operate the Program consistent with this Agreement in conformance with applicable accounting and reporting standards.

B. The Administering Agency agrees to use diligent, good faith efforts to fully distribute all funds less the administrative fee for the benefit of Recipient households on an annual basis.

C. The failure of the Administering Agency to distribute at least 85% of the total available funds for a given calendar year shall entitle the REPs to terminate this Agreement in the manner set forth below:

1. The REPs will suspend annual funding from agencies that fail to distribute at least 85% of the total available funds in a given calendar year.

2. Agencies with suspended funding will undergo a probation period of 6 months (or until the next allocation of funds), after which the REPs will evaluate its progress and determine its eligibility for additional funds.

3. Agencies that have not utilized at least 85% of their funds in a given calendar year will have their annual funding suspended and be required to return the remaining balance to the REPs within sixty calendar days.

D. The failure of the Administering Agency to submit timely monthly reports shall entitle the REPs to terminate this Agreement in the manner set forth above.

IX. Miscellaneous

A. Any notices to be given by either Party shall be in writing and shall be sent by certified or registered mail. Addresses for notice are as follows:

Bruno Mariejeanne Sr. Director CPL Retail Energy, LP WTU Retail Energy, LP Direct Energy, LP 2000 Hwy. 287 Bypass Ennis, Texas 75119 Attention: Neighbor-to-Neighbor Program	Administering Agency County of Hidalgo Community Service Agency Maribel Navarro-Saenz Executive Director Attention: Neighbor-to-Neighbor Program

B. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

C. This Agreement can be modified or amended only by an agreement in writing executed by the authorized representatives of all Parties.

D. This Agreement will supersede and replace any previous agreements between the Parties related to the Program.

E. This Agreement may be executed by facsimile signature and in any number of counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed b their duly authorized officers of this 1 day of January, 20 11.

ADMINISTERING AGENCY
County of Hidalgo
Community Service Agency

By: Maribel Navarro-Saenz
Executive Director

Signature: _____

Name: Ramon Garcia

Title: County Judge
County of Hidalgo

Court Approved: _____

CPL RETAIL ENERGY, LP
WTU RETAIL ENERGY, LP
DIRECT ENERGY, LP

By its General Partner: Direct Energy GP, LLC
By its sole Member: Direct LP, Inc.

Signature: B Manjeau

Name: B. Manjeaune

Title: Sr Director

Richard Gonzalez

From: Williams, Lakita [Lakita.Williams@directenergy.com]
Sent: Monday, February 07, 2011 1:30 PM
To: csafis@hiline.net; rgonzalez@csa-hidalgo.us
Cc: Williams, Lakita
Subject: CPL Retail Energy, LP Neighbor-to-Neighbor Program for 2011 –Hidalgo County Community Services Agency
Importance: High

Dear Hidalgo County Community Services Agency:

CPL Retail Energy, LP is pleased to fund the Neighbor-to-Neighbor Program for 2011. Please find attached the CPL Retail Energy, LP Neighbor-to-Neighbor Program agreement. Please sign the agreement, keep a copy for your records, and email the agreement to me at: lakita.williams@directenergy.com.

Upon receipt of the executed agreement, the completed monthly reports for 2010 demonstrating the distribution of at least 85% of the total funds you received in 2010, I will send a check to your Agency in the amount of $33,600 which is 40% of the total 2011 Funding Amount.

Agency Name	2011 Funding ($)	Jan 2011 Distrib (40%)
Hidalgo County Community Services Agency	$ 84,000	$

CPL Retail Energy values and appreciates your agency's efforts to help Texans manage financial hardship. We look forward to continuing to work with you and the other agencies in our service area toward the common goal of helping your clients, our customers, during their time of need.

Should you have any questions, please do not hesitate to contact me directly.

Thank You,
LaKita Williams
Energy Assistance, Business Analyst
Mobile: 214-213-9839 Office: 972-876-3391
lakita.williams@directenergy.com
2000 Hwy 287 ByPass Ennis, TX 75119

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TEXAS DEPARTMENT OF
HOUSING & COMMUNITY AFFAIRS
Building Homes. Strengthening Communities.

CERTIFICATE OF RECOGNITION AND APPRECIATION

This Certificate is Awarded to

HIDALGO COUNTY COMMUNITY SERVICES AGENCY

In Recognition of achieving full expenditure of **$2,757,585** of Community Services Block Grant funds from the American Recovery and Reinvestment Act.
And in Appreciation for providing **2,539** low income Texans in your area with employment and education related assistance with these funds.

Signed this Twentieth Day of January 2011.

C. Kent Conine
Chair, Governing Board

THE STATE OF TEXAS

Michael Gerber
Executive Director

AI-26055 **13.A.**

IT Dept- Creation of positions for 2011

CC REGULAR

Date:	04/05/2011
Submitted By:	Erika Zamora, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	IT Department

Information

CAPTION

1. Approval to create the following full-time positions, effective 04/25/11:

Slot No.	Position Title	Grade
0031	Technical Specialist I	10
0032	CJIS Administrator	17

2. Approval of interdepartmental transfer.
3. Approval to delete auto allowance for Slot No. 0021 in the amount of $3,600.00.
4. Approval to authorize auto allowance for Slot No. 007 in the amount of $3,600.00 and pay the allowance to employee no. 87815 next full pay period, 04/11/11.
5. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

Attachments

Link: Job descriptions for Creations

Link: Job Descriptions for Auto Allowance

Link: Fiscal Note Auto Allowance

Link: Fiscal Note for Creations

Link: Revised Salary Schedule

Link: PAR's for Auto Allowance

Link: Interdept Trsf

Link: PAR's for Creations

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Erika Zamora	Erika Zamora	03/31/2011 02:26 PM	APRV
2	Budget & Management	Erika Zamora	03/31/2011 02:27 PM	APRV

3	Auditor's Office	03/31/2011 04:00 PM	NEW
Form Started By: Erika Zamora		Started On: 03/31/2011 08:07 AM	
Final Approval Date: 03/31/2011			

TECHNICAL SPECIALIST I

GRADE: 10

GENERAL DESCRIPTION

Individual is tasked with the overall responsibility of one or more information technology drive projects. This position will be responsible for all facets of the assigned project.

EXAMPLES OF WORK PERFORMED

Responsible for maintaining assigned projects within their assigned timeline and within their allocated budgets.

Perform data analysis of required project specifications and related project data.

Map out project objectives, timelines and resource projections.

Create and maintain documentation of all phases of the project.

Good organizational skills are required in order to keep proper maintenance records and allocate resources to individual tasks within the project.

Knowledge of and or exercise of proper safety procedures are required.

Some evening and weekend work may be required.

Performs such other duties as may be assigned.

Regular attendance is a must.

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Bachelors Degree in Information Technology or related field. Must have at least three (3) years experience in the information technology field. Proven experience with technology project management is a must. Previous supervisory responsibilities are a must. Experience in technology procurement and other IT certifications are preferred. Knowledge of industry standard computer hardware and software preferred;

Knowledge, Skills, and Abilities

Requires the ability to compare and/or judge the readily observable, functional, structural, or composite characteristics (whether similar to or divergent from

obvious standards) of data, people or things.

Requires the ability to read a variety of reports, correspondence, technical manuals, forms, logs, charges, etc.

Requires the ability to prepare a variety of reports using prescribed formats and conforming to all rules of punctuation, grammar, diction, and style.

Requires the ability to speak to people with poise, voice control and confidence.

Requires the ability to apply principles of logical or scientific thinking to define problems, collect data, establish facts and draw valid conclusions; to interpret and extensive variety of technical instructions in mathematical or diagrammatically form; and to deal with several abstract and concrete variables.

Requires the ability to deal with people beyond giving and receiving instructions.

Must be adaptable to performing under minimal level of stress when confronted with persons acting under stress.

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

CJIS ADMINISTRATOR

GRADE: 17

GENERAL DESCRIPTION

Under general supervision of the Chief Information Officer, the position will focus on the transition of a next generation Criminal Justice Information System (CJIS). This is a long-term project that will benefit and affect justice stakeholders in Hidalgo County using said system. There is a great amount needed to ensure the proper design, implementation and deployment of Hidalgo County's next generation of CJIS.

EXAMPLES OF WORK PERFORMED

Responsible for managing the County's CJIS Go-Live implementation

Will map out CJIS project objectives, timelines and properly allocate justice user, resources and monetary projections

Develops business process improvement for various justice departments to eliminate waste while increasing productivity

Familiarized with the design and implementation both external and intranet websites making CJIS records available via the county's website

Conducts analysis, surveys, questionnaires, focus groups and meetings with all justice departments, agencies and stakeholders

Creates, documents and maintains all phases of the CJIS project for best practices as well as be ready for audit purposes

Must be knowledgeable with servers, related hardware, software and related services for CJIS troubleshooting purposes and to minimize any downtime

Must learn the County's procurement and accounting system to ensure the proper funding of project's expectation, anticipation and to ensure project does not go over budget

Will develop and implement methodical process of data migration from CJIS legacy into our next generation

Will develop and conduct extensive countywide training sessions to maximize number of users and/or departments using our next generation

Will maintain, modify and/or enhance new CJIS practices, policies & procedures before, during and after its implementation

Must be able to manage system resources and users

Maintains integrity of County Criminal Justice records

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Bachelor's degree in Information Technology with at least five (5) years of experience in technology. Supervisory experience a must.

Certificates, Licenses, Registrations

IT certifications preferred.

Must possess a valid Texas Driver's License, Class C.

Must be able to be insured by the County's insurance carrier.

Knowledge, Skills and Abilities

Must have knowledge in UNIX, WINDOWs, SQL and website development

Must have experience in technology procurement

Able to compare and/or judge the readily observable, functional, structural, or composite characteristics (whether similar to or divergent from obvious standards) of data, people or things

Able to read a variety of reports, correspondence, technical manuals, forms, logs, charges, etc.

Able to prepare a variety of reports using prescribed formats and conforming to all rules of punctuation, grammar, diction, and style

Ability to speak to people with poise, voice control and confidence when dealing with public and county officials

Ability to apply principles of logical or scientific thinking to define problems, collect data, establish facts and draw valid conclusions; to interpret and extensive variety of technical instructions in mathematical or diagrammatically form; and to deal with several abstract and concrete variables

Able to deal with people when giving and receiving instructions

Must be adaptable to performing under minimal level of stress when confronted with persons acting under stress

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 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 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 encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

TECHNICIAN I

GRADE: 04

GENERAL DESCRIPTION

Provide first level PC technical support for all County employees and remote sites. Coordinate the order, receipt, inventory, assembly, integration, check-out, delivery and installation of personal computer related hardware and software.

EXAMPLES OF WORK PERFORMED

Provides first level PC technical support for all County employees and remote sites for both hardware and software

Coordinates ordering, receiving, inventory, assembly, integration, check-out, delivery and installation of personal computer related hardware and software

Monitors and manipulates computer setup options for routine computer operations

Maintains accurate computer inventory and location of all computer software and hardware including peripherals; Task includes installing and de-installing systems and maintaining accurate software licensing and information

Works with the Repository Administrator to coordinate software and hardware inventory for the County

Coordinates orders for needed computer equipment; Ensures that all equipment is ordered by purchase orders and verifies delivery dates; Ensures that equipment is delivered in good condition and contacts vendor(s) to resolve any problems (delivery, equipment, etc.) and/or coordinates delivery schedule and destination of computer hardware and software

Verifies hardware and software shipments against County purchase orders and inspects equipment upon arrival

Assembles hardware and/or software components, performs hardware/software integration to provide a stand-alone computer system, and ensures it is operating as it is designed and operates properly

Configures and installs PCs and related software and set up and configure network connections to file servers, application servers and the Internet

Coordinates deliveries and installation of equipment to user installations and performs tests to ensure the system is operating properly, de-installs equipment and provides replacement system as required

Works with vendors to resolve non-functioning equipment problems arranging for replacements and/or exchanges

Supervise and train co-workers and assistants on daily duties and during projects

Performs all other related duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

High School diploma or equivalent, associate's degree preferred. Three (3) years of related experience. Good understanding and knowledge of computer systems is required with knowledge of mainframe systems, related software, business principles and procedures preferred.

Knowledge, Skills, and Abilities

Good understanding and knowledge of computer systems is required

Ability to work independently or as part of a team, good oral and written communication skills, strong analytical and organizational skills, ability to solve problems quickly and completely and coordinate activities simultaneously

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- standing for extended periods of time

- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

TECHNICIAN V

GRADE: 12

GENERAL DESCRIPTION

Provide advanced-level PC technical support for all County employees and remote sites. Coordinate the order, receipt, inventory, assembly, integration, check-out, delivery and installation of personal computer related hardware and software.

EXAMPLES OF WORK PERFORMED

Provides advanced-level PC technical support for all County employees and remote sites for both hardware and software

Coordinates ordering, receiving, inventory, assembly, integration, check-out, delivery and installation of personal computer related hardware and software

Monitors and manipulates computer setup options for routine computer operations

Maintains accurate computer inventory and location of all computer software and hardware including peripherals; Task includes installing and de-installing systems and maintaining accurate software licensing and information

Works with the Repository Administrator to coordinate software and hardware inventory for the County

Coordinates orders for needed computer equipment; Ensures that all equipment is ordered by purchase orders and verifies delivery dates; Ensures that equipment is delivered in good condition and contacts vendor(s) to resolve any problems (delivery, equipment, etc.) and/or coordinates delivery schedule and destination of computer hardware and software

Verifies hardware and software shipments against County purchase orders and inspects equipment upon arrival

Assembles hardware and/or software components, performs hardware/software integration to provide a stand-alone computer system, and ensures it is operating as it is designed and operates properly

Configures and installs PCs and related software and set up and configure network connections to file servers, application servers and the Internet

Coordinates deliveries and installation of equipment to user installations and performs tests to ensure the system is operating properly, de-installs equipment and provides replacement system as required

Works with vendors to resolve non-functioning equipment problems arranging for replacements and/or exchanges

Supervise and train co-workers and assistants on daily duties and during projects

Performs all other related duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Bachelor's Degree in Computer related field. Two (2) years of related experience. Good understanding and knowledge of computer systems is required with knowledge of mainframe systems, related software, business principles and procedures preferred.

Knowledge, Skills, and Abilities

Good understanding and knowledge of computer systems is required

Ability to work independently or as part of a team, good oral and written communication skills, strong analytical and organizational skills, ability to solve problems quickly and completely and coordinate activities simultaneously

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

Hidalgo County
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, April 05, 2011 **Agenda Item:** 26055

Summary of request/proposal:
The IT dept is requesting approval to delete auto allowance for Slot # 0021 (3,600.00) and approval to authorize auto allowance for Slot # 007 in the amount of $3,600.00 and pay the allowance to Employee# 87815 next full pay period, 04/11/11.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	Technician I (Auto Allowance)	0021	118	3,600.00	0.00	(3,600.00)
1100	Technician V (Auto Allowance)	007	118	0.00	3,600.00	3,600.00
				3,600.00	3,600.00	0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
1-1100-415-00-200-001-0	118	IT Dept	AUTO ALLOWANCE	$0.00
1-1100-415-00-200-001-0	211	IT Dept	HEALTH INSURANCE	$0.00
1-1100-415-00-200-001-0	212	IT Dept	LIFE INSURANCE	$0.00
1-1100-415-00-200-001-0	220	IT Dept	FICA	$0.00
1-1100-415-00-200-001-0	230	IT Dept	RETIREMENT	$0.00
1-1100-415-00-200-001-0	250	IT Dept	UNEMPLOYMENT COMP	$0.00
1-1100-415-00-200-001-0	260	IT Dept	WORKER'S COMP	$0.00
			2011 Budgetary Impact	$0.00

2012 Budgetary Impact: N/A

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, April 05, 2011 **Agenda Item:** 26055

Summary of request/proposal:
I.T. Dept (1100):
Approval to create two (2) full-time positions as follows:

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	Technical Specialist I	0031	113	0.00	37,109.00	37,109.00
1100	CJIS Administrator	0032	113	0.00	63,599.00	63,599.00
				0.00	100,708.00	100,708.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
1-1100-415-00-200-001-0-	113	IT Dept	REG F/T EMPLOYEES	$69,720.92
1-1100-415-00-200-001-0-	211	IT Dept	HEALTH INSURANCE	$4,984.62
1-1100-415-00-200-001-0-	212	IT Dept	LIFE INSURANCE	$37.38
1-1100-415-00-200-001-0-	220	IT Dept	FICA	$5,333.65
1-1100-415-00-200-001-0-	230	IT Dept	RETIREMENT	$6,693.21
1-1100-415-00-200-001-0-	250	IT Dept	UNEMPLOYMENT COMP	$348.60
1-1100-415-00-200-001-0-	260	IT Dept	WORKER'S COMP	$0.00
			2011 Budgetary Impact	$87,118.38

2012 Budgetary Impact: $125,837.67

Possible Funding Sources: **Co. Wide Adm.-Contingency $79,118.38**
Lapsed salaries from within dept $8,000.00

Budget Office Recommendation:

Lapsed salaries are available from Slot # 0010 that has been vacant since 2/15/11

Hidalgo County

COMMISSIONERS' COURT

2011 SALARY SCHEDULE

1-1100-415-00-200-001-0-

AI-26055

I.T. DEPT

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	Interpret. 116	Supplem. 117	Auto A. 118	Clothing 119	
001	112	CHIEF INFORMATION OFFICER	$92,412.00	$0.00	$92,412.00	0	$0.00	$0.00	$92,412.00	$92,412.00	$660.00	$0.00	$0.00	$0.00	$0.00	$93,072.00
002	113	INFORMATION SYSTEM ADM	$73,495.00	$0.00	$73,495.00	0	$0.00	$0.00	$73,495.00	$74,550.00	$780.00	$0.00	$0.00	$4,800.00	$0.00	$80,130.00
003	113	TECHNICIAN VI	$59,322.00	$0.00	$59,322.00	0	$0.00	$0.00	$59,322.00	$60,140.00	$420.00	$0.00	$0.00	$2,400.00	$0.00	$62,960.00
005	113	APPLICATION DEVELOPER III	$55,788.00	$0.00	$55,788.00	0	$0.00	$0.00	$55,788.00	$55,788.00	$360.00	$0.00	$0.00	$0.00	$0.00	$56,148.00
006	113	APPLICATION DEVELOPER III	$55,788.00	$0.00	$55,788.00	0	$0.00	$0.00	$55,788.00	$55,788.00	$300.00	$0.00	$0.00	$0.00	$0.00	$56,088.00
														ADD 3,600.00 ↓		
007	**113**	**TECHNICIAN V**	**$49,344.00**	**$0.00**	**$49,344.00**	**0**	**$0.00**	**$0.00**	**$49,344.00**	**$49,344.00**	**$660.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$50,004.00**
008	113	TECHNICIAN V	$46,314.00	$0.00	$46,314.00	0	$0.00	$0.00	$46,314.00	$46,314.00	$0.00	$0.00	$0.00	$0.00	$0.00	$46,314.00
009	113	TECHNICIAN III	$35,157.00	$0.00	$35,157.00	0	$0.00	$0.00	$35,157.00	$35,157.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35,157.00
0010	113	TECHNICAL SPECIALIST I	$42,305.00	$0.00	$42,305.00	0	$0.00	$0.00	$42,305.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0012	113	TECHNICIAN III	$34,043.00	$0.00	$34,043.00	0	$0.00	$0.00	$34,043.00	$34,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$34,500.00
0013	113	ADMINISTRATIVE ASSISTANT II	$34,916.00	$0.00	$34,916.00	0	$0.00	$0.00	$34,916.00	$34,916.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$36,116.00
0014	113	TECHNICAL SPECIALIST I	$42,305.00	$0.00	$42,305.00	0	$0.00	$0.00	$42,305.00	$42,305.00	$600.00	$0.00	$0.00	$0.00	$0.00	$42,905.00
0015	113	ADMINISTRATIVE ASSISTANT III	$34,043.00	$0.00	$34,043.00	0	$0.00	$0.00	$34,043.00	$34,043.00	$0.00	$0.00	$0.00	$0.00	$0.00	$34,043.00
0017	113	TECHNICIAN II	$30,141.00	$0.00	$30,141.00	0	$0.00	$0.00	$30,141.00	$30,588.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,588.00
0018	113	ADMINISTRATIVE ASSISTANT II	$32,051.00	$0.00	$32,051.00	0	$0.00	$0.00	$32,051.00	$32,051.00	$300.00	$0.00	$0.00	$0.00	$0.00	$32,351.00
0019	113	TECHNICIAN I	$24,203.00	$0.00	$24,203.00	0	$0.00	$0.00	$24,203.00	$24,203.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,203.00
0020	113	TECHNICIAN I	$24,203.00	$0.00	$24,203.00	0	$0.00	$0.00	$24,203.00	$24,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,500.00
														DELETE $0.00 ↓		
0021	**113**	**TECHNICIAN I**	**$24,203.00**	**$0.00**	**$24,203.00**	**0**	**$0.00**	**$0.00**	**$24,203.00**	**$24,500.00**	**$0.00**	**$0.00**	**$0.00**	**$3,600.00**	**$0.00**	**$28,100.00**
0022	113	TECHNICAL SPECIALIST II	$46,314.00	$0.00	$46,314.00	0	$0.00	$0.00	$46,314.00	$46,725.00	$480.00	$0.00	$0.00	$3,600.00	$0.00	$50,805.00
0023	113	TECHNICAL SPECIALIST I	$37,109.00	$0.00	$37,109.00	0	$0.00	$0.00	$37,109.00	$37,109.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,109.00
0024	113	TECHNICIAN III	$30,224.00	$0.00	$30,224.00	0	$0.00	$0.00	$30,224.00	$30,224.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,224.00
0025	113	GIS OPERATOR IV	$50,487.00	$0.00	$50,487.00	0	$0.00	$0.00	$50,487.00	$50,614.00	$360.00	$0.00	$0.00	$0.00	$0.00	$50,974.00
0027	113	TECHNICIAN II	$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
0030	113	TECHNICIAN II	$31,096.00	$0.00	$31,096.00	0	$0.00	$0.00	$31,096.00	$31,096.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,096.00
		CREATE THE FOLLOWING: ↓														
0031	**113**	**TECHNICAL SPECIALIST I**	**$0.00**	**$37,109.00**	**$37,109.00**	**0**	**$0.00**	**$0.00**	**$37,109.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
0032	**113**	**CJIS ADMINISTRATOR**	**$0.00**	**$63,599.00**	**$63,599.00**	**0**	**$0.00**	**$0.00**	**$63,599.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
		Totals	$1,012,539.00	$100,708.00	$1,113,247.00		$0.00	$0.00	$1,113,247.00	$974,143.00	$6,120.00	$0.00	$0.00	$18,000.00	$0.00	$994,663.00

1. Approval to create one (1) full time Technical Specialist I position, Slot no. 0031, budgeted salary $37,109.00
2. Approval to create one (1) full time CJIS Administrator position, Slot no. 0032, budgeted salary $63,599.00
3. Approval to delete auto allowance for Slot# 0021 ($3,600.00)
4. Approval to authorize auto allowance for Slot#007 in the amount of $3,600.00 and pay the allowance to employee# 87815 next full pay period, 04/11/11.

ALL PERSONNEL ACTIONS PENDING CC APPROVAL.

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: I.T. Department (200-001) DATE: March 30, 2011

CURRENT POSITION TITLE: Technician I CURRENT SLOT. #: 0021

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Delete Auto Allowance

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

POSITION SALARY REQUEST:

Salary Amount: $ 3,600.00 (Current Budgeted Salary) $ -0- (Proposed Budgeted Salary) $ (3,600.00) (Net Change)

Position to be funded from one of the following:

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

☒ Other Allocation of Auto Allowance to be transferred to Slot#007

POSITION Type:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

This employees duties no longer require him to travel.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	3/30/2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	3/31/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: I.T. Department (200-001) DATE: March 30, 2011

CURRENT POSITION TITLE: Technician V CURRENT SLOT. #: 007

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Add/ Authorize Auto Allowance

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

POSITION SALARY REQUEST:

Salary Amount:	$ -0- Current Budgeted Salary	$ 3,600.00 Proposed Budgeted Salary	$ 3,600.00 Net Change

Position to be funded from one of the following:

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

☒ Other Request will not require additional funds. Transfer of auto allowance allocation.

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)

Employees current duties now mandate that he travel to various County sites.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	3/30/2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	3/31/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

DATE: April 5, 2011

DEPARTMENT HEAD: Raul Silguero, Jr.

2011
Transfer

AI-26055

DEPARTMENT NAME: Dept. of Budget & Mgmt for IT Dept

ACCOUNT NUMBER: 1-1100-415-00-XXX-00X-0-XXX

CONTACT PERSON: Erika Zamora **PHONE:** (956) 292-7025 Ext. 5416

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			
1-1100-415-00-115-002-0- 899	CO WIDE ADM	CONTINGENCY	(79,118.38)
TO			
1-1100-415-00-200-001-0- 113	IT Dept	Reg F/T Employees	61,720.92
1-1100-415-00-200-001-0- 211	IT Dept	Health Insurance	4,984.62
1-1100-415-00-200-001-0- 212	IT Dept	Life Insurance	37.38
1-1100-415-00-200-001-0- 220	IT Dept	FICA	5,333.65
1-1100-415-00-200-001-0- 230	IT Dept	Retirement	6,693.21
1-1100-415-00-200-001-0- 250	IT Dept	Unemployment Comp	348.60
	TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: **Transfer to fund creation of 2 full time positions (1) CJIS Administrator @ 63,599.00 and (1) Technical Specialist I @ $37,109.00.**

SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: I.T. Department (200-001) DATE: March 30, 2011

CURRENT POSITION TITLE: CURRENT SLOT. #: 0032

REQUESTED POSITION TITLE: CJIS Administrator
(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	$ $63,599.00 (Grade 17)	$ $63,599.00 (Grade 17)
	Current Grade & Step Salary	Proposed Grade & Step Salary	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)

The IT Department experienced a significant demand due to county wide growth, it has also been responding to and accommodating a shift in an reliance on the use of technological advances to improve processes and increase productivity in government services. Naturally, the IT Department has become the resource to support these new advances in technology. Our office no longer solely services computers, but now fully supports and maintains telecommunications, security, audio/visual needs, and management information systems.

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

1)Responsible for managing the County's CJIS Go-Live implementation 2) Map out CJIS project objectives, timelines and properly allocate justice user , resources and monetary projection 3) Improve business processes for various justice departments as to eliminate waste while increasing productivity, 4) Must be very familiar and ready to design and implement both external and intranet web sites making CJIS records available via the County's Website 5) Conduct analysis, surveys, questionnaires, focus groups, and meetings with all justice departments, agencies, and stakeholders.

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	3/30/2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☒ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	3/31/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: I.T. Department (200-001) DATE: March 30, 2011

CURRENT POSITION TITLE: CURRENT SLOT. #: 0031

REQUESTED POSITION TITLE: Technical Specialist I
(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 Grade & Step Salary) $ $37,109.00 (Grade 10) (Proposed Grade & Step Salary) $ $37,109.00 (Grade 10) (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)

The IT Department's function is to service the County's day-to-day technology needs, which have increased by four new departments and an additional 28 new buildings. As such, the number of service calls into the IT Department has been steadily increasing over the last two years. Without the adequate number of staff members to respond to the demand for services, we have had no choice but to revert to accruing and expending an inordinate amount of compensatory time to meet the technology needs of our growing County.

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

1) Manage individual IT related projects 2) Assist department management staff in the administration of current projects and any in other work that may arise 3) Develop documentation for departmental projects including but not limited to department plans, departmental newsletter, department web content, training documentation, user manuals, technical scripts, and any other documentation produced by dept 4) Man the department Help-Desk when necessary

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	3/30/2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☒ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	3/31/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

AI-26010 **13.B.**

Wireless Device Request

CC REGULAR

Date: 04/05/2011

Submitted By: Griselda Salazar, IT DEPARTMENT

Submitted For: Renan Ramirez

Department: IT DEPARTMENT

Agenda Category: IT Department

Information

CAPTION

Information Technology:
Authorization to upgrade cell phone plans through the County's membership/participation with CONTRACT: DIR-SDD-604 (REQ#s 192483 & 191559) with awarded vendor VERIZON WIRELESS for the following:

Dept:	User:	Phone #:	Plan Upgrade To:	Dates:
Info. Tech.	Robert Vela	956-292-6208	Nationwide Talk&Text Small Bus. Share 7500mins @$44.36 + $5.00 Txs/Fees = $49.36/mo	January 2011 - March 2011
Info. Tech.	Noah Lopez	956-578-7162	Nationwide Talk&Text Small Bus. Share 7500mins @$44.36 + $5.00 Txs/Fees = $49.36/mo	January 2011 - March 2011
Info. Tech.	Khuong Le	956-578-7161	Nationwide Talk&Text Small Bus. Share 7500mins @$44.36 + $5.00 Txs/Fees = $49.36/mo	January 2011 - March 2011
Info. Tech.	Jakim Barboza	956-578-7040	Nationwide Talk&Text Small Bus. Share 7500mins @$44.36 + $5.00 Txs/Fees = $49.36/mo	January 2011 - March 2011
Info. Tech.	Luis Izaguirre	956-578-5834	Nationwide Talk&Text Small Bus. Share 7500mins @$44.36 + $5.00 Txs/Fees = $49.36/mo	January 2011 - March 2011
Info. Tech.	Jorge Helu	956-515-8431	Nationwide Talk&Text Small Bus. Share 7500mins @$44.36 + $5.00 Txs/Fees = $49.36/mo	January 2011 - March 2011
Info. Tech.	Carlos Garcia	956-483-2133	Nationwide Talk&Text Small Bus. Share 7500mins @$44.36 + $5.00 Txs/Fees = $49.36/mo	January 2011 - March 2011
Info. Tech.	Daniel Gonzalez	956-907-1611	Nationwide Talk&Text Small Bus. Share 7500mins @$44.36 + $5.00 Txs/Fees = $49.36/mo	January 2011 - March 2011
Info. Tech.	Juan De Leon	956-207-9204	Nationwide Talk&Text Small Bus. Share 7500mins @$44.36 + $5.00 Txs/Fees = $49.36/mo	January 2011 - March 2011
Info. Tech.	Eli Gracia	956-207-9941	Nationwide Talk&Text Small Bus. Share 7500mins @$44.36 + $5.00 Txs/Fees = $49.36/mo	January 2011 - March 2011
Info. Tech.	Jose Alvarez	956-207-2391	Nationwide Talk&Text Small Bus. Share 7500mins @$44.36 + $5.00 Txs/Fees = $49.36/mo	January 2011 - March 2011
Info. Tech.	I.T. Spare	956-475-6938	Nationwide Talk&Text Small Bus. Share 7500mins @$44.36 + $5.00 Txs/Fees = $49.36/mo	January 2011 - March 2011
Info. Tech.	Estanislado Ramos	956-587-2933	Nationwide Unl.Talk @$54.59 + Unl.Txt. @$12.00 + EMail&Web @$29.99 + $5.00 Txs/Fees = $101.58	January 2001 - December 2011
Info. Tech.	Renan Ramirez	956-457-0792	Nationwide Unl.Talk @$54.59 + Unl.Txt. @$12.00 + EMail&Web @$29.99 + $5.00 Txs/Fees = $101.58	January 2001 - December 2011

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-415-00-200-001-0-532

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

BUDGETARY IMPACT:

Amount available through Requisitions 192483 & 191559 in the amounts of $1,776.96 and 2,437.92 as of 3/31/11 for Verizon Wireless.

Attachments

Link: Reqs 192483&191559

Link: 2 Quotes

Link: forms

Link: Request form for IT Spare

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/30/2011 04:07 PM	APRV
2	Erika Zamora	Erika Zamora	03/31/2011 09:09 AM	APRV
3	Auditor's Office		03/31/2011 04:00 PM	NEW

Form Started By: Griselda Salazar

Started On: 03/30/2011 08:37 AM

Final Approval Date: 03/31/2011

Requisition

Req # 00192483

PO #

Date: 03/23/11

Bill To: x
x

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

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

Contact: **GRISELDA**
956-292-7010

Contract No: **DIR-SDD-604**

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		COMM.CT. 4/5/11		
		DO NOT DUPLICATE ORDER		
3.00	MONTH	OPEN PO FOR 12 CELL PHONES UNDER THE NATIONWIDE TALK & TEXT SMALL BUSINESS SHARE 7500 MINS PLAN @ $44.36EA + $5.00 TAXES/FEES = $49.36MO X 12 CELL PHONES = $592.32MO X 3MOS = $1,776.96 (JANUARY 2011 - MARCH 2011)	592.32	1,776.96
		Account No	Encumbrance	
		1-1100-415-00-200-001-0-532	1,776.96	
			Freight	.00
			Total	1,776.96
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Requisition

Req # 00191559

PO #

Date: 03/09/11

Bill To: x
x

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

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

Contact: **GRISELDA**
956-292-7010

Contract No: **DIR-SDD-604**

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		COMM. COURT 3/29/11		
		DO NOT DUPLICATE ORDER		
12.00	MONTH	OPEN PO FOR SERVICE ON 2 BLACKBERRYS: NATIONWIDE UNLIMITED TALK @ $109.18 + UNLIMITED TEXT @ $24.00 + EMAIL&WEB @ $59.98 + $10.00 TAXES/FEES = $203.16/MO X 12MOS = $2,437.92	203.16	2,437.92
		Account No	Encumbrance	
		1-1100-415-00-200-001-0-532	2,437.92	
			Freight	.00
			Total	2,437.92
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

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
77719	NATIONWIDE TALK & TEXT SMALL BUSINESS SHR PRIMARY 7500 S5340 $415 0509	1	$356.40	7,500	$0.25	$356.40	$4,276.80
77720	NATIONWIDE TALK & TEXT SMALL BUSINESS SHR SECONDARY 7500 S5351 $15.99 0509	11	$15.99	0	$0.25	$175.89	$2,110.68
	Total	12		7500		$532.29	$6,387.48

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

Rate Plan & Feature Estimated Yearly Cost: **$6,387.48**

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 regardliess of

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

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

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

191559

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
	Nationwide Unlimited Talk - $69.99 (less discount)	1	$54.59				
				0	$0.00		
	Total	1		0		$0.00	$0.00

Code	Features	# of Lines	Discounted Monthly Access	Monthly Cost	Yearly Cost
	5000 TXT/PIX/FLIX w/ Unlimited M2M	1	$12.00	$12.00	$144.00
	EMAIL AND WEB	1	$29.99	$29.99	$359.88
		0	$0.00	$0.00	$0.00
	Total		$41.99	$41.99	$503.88

Rate Plan & Feature Estimated Yearly Cost: **$0.00**

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 avaialble at an additional charge. **Verizon Wireless offers a flat 25% discount off of the retail price for accessories**. Such discount is subject to the terms and conditions of the Verizon Wireless Pricing and Equipment Offer in this response. Equipment pricing is subject to change and availability. For details on additional accessories available, please visit www.verizonwireless.com.

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☒ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: I.T. Spare Employee ID# n/a Signature: n/a

Department: Info. Tech. Dept#: 200

Quantity: 1

Service: $49.36/mo (x) 3 months = 148.08 Account: 1100-415-00-200-0010-532

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

Requisition Total: 1776.96 **Requisition Number:** 192483

STIPEND

(1) Employee: _____ Employee ID#_____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

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

Total: _____

(2) **Elected Official/Department Head Authorization for Request:**

Signature	Renan Ramirez	3/29/11
	Print Name	Date

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

Signature	Valde Guerra	3/30/11
	Print Name	Date

(4) **IT DEPARTMENT ONLY:**

Service Type Codes: Nationwide Small Business Share 7500 mins + unl. texts

Commissioner's Court Action: **Commissioner's Court Date:** 4/5/11

☐ Approved Date: _____ ☐ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html. EXAMPLE 2

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☒ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Robert Vela Employee ID# 17631 Signature: Robert Vela

Department: Info. Tech. Dept#: 200

Quantity: 1

Service: $49.36/mo (x) 3 months = 148.08 Account: 1-1100-415-00-200-001-0 -532

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

Requisition Total: 1776.96 Requisition Number: 192483

STIPEND

(1) Employee: _____ Employee ID# _____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

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

Total: _____

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

Signature	Print Name	Date
	Renan Ramirez	3/29/11

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

Signature	Print Name	Date
	Valde Guerra	3/30/11

(4) IT DEPARTMENT ONLY:

Service Type Codes: Nationwide Small Business Share Plan 7500 Mins unlimited +1 texts

Commissioner's Court Action: Commissioner's Court Date: 4/5/11

☐ Approved Date: _____ ☐ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html; EXAMPLE 2

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
X Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Noah Lopez Employee ID# 172588 Signature: [signature]

Department: Info. Tech Dept#: 200

Quantity: 1

Service: $49.36 /mo (x) 3 months = 148.08 Account: 1-1100-415-00-200-001-0-532

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

Requisition Total: 1776.96 Requisition Number: 192483

STIPEND

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

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

Total:_____

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

[signature] Penan Ramirez 3/29/11

Signature Print Name Date

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

[signature] Valde Guerra 3/30/11

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Nationwide Small Business Share Plan 7500 mins + unl. texts

Commissioner's Court Action: Commissioner's Court Date: 4/5/11

☐ Approved Date: _____ ☐ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html. EXAMPLE 2

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☒ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Khuong Le Employee ID# 172588 Signature: K Le

Department: Info. Tech Dept#: 200

Quantity: 1

Service: $ 49.36 /mo (x) 3 months = 148.08 Account: 1-1100-415-00-200-001-0 -532

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

Requisition Total: 1776.96 **Requisition Number:** 192483

STIPEND

(1) Employee: _____ Employee ID# _____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

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

Total: _____

(2) **Elected Official/Department Head Authorization for Request:**

Signature	Print Name	Date
	Renan Ramirez	3/29/11

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

Signature	Print Name	Date
	Valde Guerra	3/30/11

(4) **IT DEPARTMENT ONLY:**

Service Type Codes: Nationwide Small Business Share Plan 7500 mins + unl. texts

Commissioner's Court Action: **Commissioner's Court Date:** 4/5/11

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information. http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☒ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Jakin Barboza Employee ID# 16675 Signature: _____

Department: Info Tech Dept#: 200

Quantity: 1

Service: $49.36 mo (x) 3 months = 148.08 Account: 1100-415-00-200-001-0532

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

Requisition Total: 1776.96 **Requisition Number:** 192483

STIPEND

(1) Employee: _____ Employee ID# _____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

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

Total: _____

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

_____ Renan Ramirez 3/29/11

Signature Print Name Date

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

_____ Valde Guerra 3/30/11

Signature Print Name Date

(4) **IT DEPARTMENT ONLY:**

Service Type Codes: _____

Commissioner's Court Action: **Commissioner's Court Date:** 4/5/11

☐ Approved Date: _____ ☐ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information. http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html EXAMPLE 2

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☒ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Luis Izaguirre Employee ID# 149063 Signature: Luis Izaguirre

Department: ~~INFO~~ TECH Dept#: 200

Quantity: 1

Service: $49.36 /mo (x) 3 months = 148.08 Account: 1-1100-415-00-200-001-0 -532

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

Requisition Total: 1776.96 **Requisition Number:** 192483

STIPEND

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

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

Total:_____

(2) **Elected Official/Department Head Authorization for Request:**

Signature	Print Name	Date
	RENAN RAMIREZ	3/29/11

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

Signature	Print Name	Date
	Valde Guerra	3/30/11

(4) **IT DEPARTMENT ONLY:**

Service Type Codes: NATIONWIDE SMALL BUSINESS SHARE PLAN 7500 MINS. + UNL. TEXTS

Commissioner's Court Action: **Commissioner's Court Date:** 4/5/11

☐ Approved Date: _____ ☐ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
X Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Jorge Hell Employee ID# 716028 Signature: _____

Department: INFO TECH Dept#: 200

Quantity: 1

Service: $49.36 /mo (x) 3 months = 148.08 Account: 1-1100-415-00-200-001-0 -532

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

Requisition Total: 1776.96 **Requisition Number:** 192483

STIPEND

(1) Employee: _____ Employee ID#_____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

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

Total: _____

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

Signature	Print Name	Date
_____	RENAN RAMIREZ	3/29/11

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

Signature	Print Name	Date
_____	Valde Guerra	3/30/11

(4) IT DEPARTMENT ONLY:

Service Type Codes: NATIONWIDE SMALL BUSINESS SHARE PLAN 7500 MINS. + UN'L. TEXTS

Commissioner's Court Action: Commissioner's Court Date: 4/5/11

☐ Approved Date: _____ ☐ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=187154,00.html. EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
X Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Carlos Garcia Employee ID# 12475 Signature: CG

Department: INFO TECH Dept#: 200

Quantity: 1

Service: $49.36 /mo (x) 3 months = 148.08 Account: 1-1100-415-00-200-001-0 -532

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

Requisition Total: 12776.96 **Requisition Number:** 192483

STIPEND

(1) Employee: _____ Employee ID# _____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

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

Total: _____

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

Signature	RENAN RAMIREZ	3/29/11
	Print Name	Date

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

Signature	Valde Guerra	3/30/11
	Print Name	Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: NATIONWIDE SMALL BUSINESS SHARE PLAN 7500 MINUTES, texts

Commissioner's Court Action: Commissioner's Court Date: 4/5/11

☐ Approved Date: _____ ☐ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html. EXAMPLE 2

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☒ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Daniel Gonzalez Employee ID# 182745 Signature: D. Gonzalez

Department: INFO TECH Dept#: 200

Quantity: 1

Service: $49.36/mo (x) 3 months = 148.08 Account: 1-1100-415-00-200-001-0 -532

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

Requisition Total: 1776.96 **Requisition Number:** 192483

STIPEND

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

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

Total:_____

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

Signature	Print Name	Date
	RENAN RAMIREZ	3/29/11

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

Signature	Print Name	Date
	Valde Guerra	3/30/11

(4) IT DEPARTMENT ONLY:

Service Type Codes: NATIONWIDE SMALL BUSINESS SHARE PLAN 7500 MINS. + UNL. TEXTS

Commissioner's Court Action: Commissioner's Court Date: 4/5/11

☐ Approved Date: _____ ☐ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information. http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html EXAMPLE 2

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:
- ☐ Office Use *or* ☐ Individual
- ☐ Name Change
- ☐ Equipment Change
- ☒ Plan Change
- ☐ Delete Service

Wireless Data Device:
- ☐ Data Card
- ☐ Blackberry
- ☐ Other:

Stipend:
- ☐ Cellular Telephone $50/mo
- ☐ Data Pad $25/mo

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Juan DeLeon Employee ID# 87815 Signature: Juan DeLeon

Department: INFO TECH Dept#: 200

Quantity: 1

Service: $49.36/mo (x) 3 months = 148.08 Account: 1-1160-445-00-200-001-0 -532

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

Requisition Total: 1776.96 **Requisition Number:** 192483

STIPEND

(1) Employee: _____ Employee ID#_____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

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

Total: _____

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

Signature	Print Name	Date
	RENAN RAMIREZ	3/29/11

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

Signature	Print Name	Date
	Valde Guerra	3/30/11

(4) **IT DEPARTMENT ONLY:**

Service Type Codes: NATION WIDE SMALL BUSINESS SHARE PLAN 7500 MINS. + UN'L. texts

Commissioner's Court Action: Commissioner's Court Date: 4/5/11

☐ Approved Date: _____ ☐ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html EXAMPLE 2

Revised: 03/09/20**

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
X Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Eli Gracia Employee ID# 104275 Signature: Valde

Department: INFO TECH Dept#: 200

Quantity: 1

Service: $49.36 /mo (x) 3 months = 148.08 Account: 1-1100-415-00-200-001-0 -532

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

Requisition Total: 1776.96 **Requisition Number:** 192483

STIPEND

(1) Employee: _____ Employee ID#_____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

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

Total: _____

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

Signature	RENAN RAMIREZ	3/29/11
	Print Name	Date

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

Signature	Valde Guerra	3/30/11
	Print Name	Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: NATIONWIDE SMALL BUSINESS SHARE PLAN 7500 mins + Unl. texts

Commissioner's Court Action: Commissioner's Court Date: 4/5/11

☐ Approved Date: _____ ☐ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information. http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html EXAMPLE 2

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:
- ☐ Office Use *or* ☐ Individual
- ☐ Name Change
- ☐ Equipment Change
- ☒ Plan Change
- ☐ Delete Service

Wireless Data Device:
- ☐ Data Card
- ☐ Blackberry
- ☐ Other:

Stipend:
- ☐ Cellular Telephone $50/mo
- ☐ Data Pad $25/mo

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Jose Alvarez Employee ID# 163767 Signature:

Department: INFO TECH Dept#: 200

Quantity: 1

Service: $ 49.36 /mo (x) 3 months = 148.08 Account: 1-1100-415-00-200-001-0 -532

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

Requisition Total: 1776.96 Requisition Number: 192483

STIPEND

(1) Employee: _____ Employee ID# _____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

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

Total: _____

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

Signature	Print Name	Date
	RENAN RAMIREZ	3/29/11

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

Signature	Print Name	Date
	Valde Guerra	3/30/11

(4) IT DEPARTMENT ONLY:

Service Type Codes: NATIONWIDE SMALL BUSINESS SHARE PLAN 7500 MINS + UN'L. texts

Commissioner's Court Action: Commissioner's Court Date: 4/5/11

☐ Approved Date: _____ ☐ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html. EXAMPLE 2

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☒ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Renan Ramirez Employee ID# 50229 Signature: _____

Department: Info. Tech. Dept#: 200

Quantity: 1

Service: $101.58 mo (x) 12 months = 1218.96 Account: 1-1100-415-00-200-001-0 -532

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

Requisition Total: 2437.92 **Requisition Number:** 191559

STIPEND

(1) Employee: _____ Employee ID#_____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

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

Total: _____

(2) **Elected Official/Department Head Authorization for Request:**

_____ Renan Ramirez 3/29/11

Signature — Print Name — Date

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

_____ Valde Guerra 3/30/11

Signature — Print Name — Date

(4) **IT DEPARTMENT ONLY:**

Service Type Codes: Nationwide Unl. talk + Unl. text + Email & Web.

Commissioner's Court Action: **Commissioner's Court Date:** 4/5/11

☐ Approved Date: _____ ☐ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html. EXAMPLE 2

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☒ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Estanislado Ramos Employee ID# 114502 Signature: [signature]

Department: INFO TECH Dept#: 200

Quantity: 1

Service: $101.58 /mo (x) 12 months = 1218.96 Account: 1-1100-415-00-200-001-0 -532

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

Requisition Total: 2437.92 **Requisition Number:** 191559

STIPEND

(1) Employee: _____ Employee ID#_____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

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

Total: _____

(2) **Elected Official/Department Head Authorization for Request:**

[signature] RENAN RAMIREZ 3/29/11

Signature / Print Name / Date

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

[signature] Valde Guerra 3/30/11

Signature / Print Name / Date

(4) **IT DEPARTMENT ONLY:**

Service Type Codes: NATIONWIDE UNLT. TALK + UNL. text + E-MAIL + WEB

Commissioner's Court Action: Commissioner's Court Date: 4/5/11

☐ Approved Date: _____ ☐ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html. EXAMPLE 2

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other	
X Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: I.T. Spare Employee ID# n/a Signature: n/a

Department: Inf. Tech. Dept#: 200

Quantity: 1

Service: $49.36/mo (x) 3 months = 148.08 Account: 1-1100-415-00-200-0010-0532

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

Requisition Total: 1776.96 Requisition Number: 192483

STIPEND

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

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

Total:_____

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

_____ Renan Ramirez 3/29/11

Signature Print Name Date

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

_____ Valde Guerra 3/30/11

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Nationwide Small Business Share 7500 mins + unl. texts

Commissioner's Court Action: Commissioner's Court Date: 4/5/11

☐ Approved Date: _____ ☐ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information. http://www.irs.gov/govt/fslg/article/0,,id=157154,00.html EXAMPLE 2

Revised 03/09/2011

AI-26015 **13.C.**

Wireless Device Request
CC REGULAR

Date: 04/05/2011
Submitted By: Griselda Salazar, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Category: IT Department

Information

CAPTION

Information Technology:
Authorization to downgrade cell phone plans through the County's membership/participation with CONTRACT: DIR-SDD-604 (REQ# 192767) with awarded vendor VERIZON WIRELESS for the following:

Dept:	User:	Phone#:	Plan Downgrade To:	Dates:
Info.Tech.	Robert Vela	956-292-6208	Americas Choice II 400 Natl Share @$29.99 + Txs/Fees @$5.00 = 34.99/mo	April 2011 - December 2011
Info.Tech.	Noah Lopez	956-578-7162	Americas Choice II 400 Natl Share @$29.99 + Txs/Fees @$5.00 = 34.99/mo	April 2011 - December 2011
Info.Tech.	Khuong Le	956-578-7161	Americas Choice II 400 Natl Share @$29.99 + Txs/Fees @$5.00 = 34.99/mo	April 2011 - December 2011
Info.Tech.	Jakim Barboza	956-578-7040	Americas Choice II 400 Natl Share @$29.99 + Txs/Fees @$5.00 = 34.99/mo	April 2011 - December 2011
Info.Tech.	Luis Izaguirre	956-578-5834	Americas Choice II 400 Natl Share @$29.99 + Txs/Fees @$5.00 = 34.99/mo	April 2011 - December 2011
Info.Tech.	Jorge Helu	956-515-8431	Americas Choice II 400 Natl Share @$29.99 + Txs/Fees @$5.00 = 34.99/mo	April 2011 - December 2011
Info.Tech.	Carlos Garcia	956-483-2133	Americas Choice II 400 Natl Share @$29.99 + Txs/Fees @$5.00 = 34.99/mo	April 2011 - December 2011
Info.Tech.	Daniel Gonzalez	956-907-1611	Americas Choice II 400 Natl Share @$29.99 + Txs/Fees @$5.00 = 34.99/mo	April 2011 - December 2011
Info.Tech.	Juan De Leon	956-207-9204	Americas Choice II 400 Natl Share @$29.99 + Txs/Fees @$5.00 = 34.99/mo	April 2011 - December 2011
Info.Tech.	Eli Gracia	956-207-9941	Americas Choice II 400 Natl Share @$29.99 + Txs/Fees @$5.00 = 34.99/mo	April 2011 - December 2011
Info.Tech.	Jose Alvarez	956-207-2391	Americas Choice II 400 Natl Share @$29.99 + Txs/Fees @$5.00 = 34.99/mo	April 2011 - December 2011

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-415-00-200-001-0-532
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Amount available through Requisition# 192767 in the amount of $3,464.01 as of 3/31/11 for Verizon Wireless.

Attachments

Link: Requisition 192767

Link: Quote
Link: forms

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/30/2011 04:08 PM	APRV
2	Erika Zamora	Erika Zamora	03/31/2011 09:30 AM	APRV
3	Auditor's Office		03/31/2011 04:00 PM	NEW

Form Started By: Griselda Salazar Started On: 03/30/2011 09:09 AM

Final Approval Date: 03/31/2011

Requisition

Req # 00192767

PO #

Date: 03/29/11

Bill To: x
x

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

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

Contact: **GRISELDA**
956-292-7010

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		COMM.COURT 4/5/11		
		DO NOT DUPLICATE ORDER		
9.00	MONTH	OPEN PO FOR 11 CELL PHONES UNDER THE AMERICAS CHOICE II 400 NATL SHARE PLAN @ $29.99/EA + TAXES/FEES $5.00/EA = $34.99/EA X 11 CELL PHONES = $384.89/MO X 9MOS = 3,464.01 (APRIL 2011 - DECEMBER 2011)	384.89	3,464.01
		Account No	Encumbrance	
		1-1100-415-00-200-001-0-532	3,464.01	
			Freight	.00
			Total	3,464.01
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

Wireless Proposal for: County of Hidalgo - IT

Rate Plan:	# of Lines	Discounted Monthly Access	Included Minutes	Overage	Monthly Cost	Yearly Cost
AMERICAS CHOICE II 400 NATL SHARE3845 0308	11	$29.99	4,400	$0.25	$329.89	$3,958.68
	0	$0.00			$0.00	$0.00
	0	$0.00	0	$0.00	$0.00	$0.00
Total					$329.89	$3,958.68

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: **$3,958.68**

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.
** Equipment pricing and availability is subject to change.
*** All applicable price plan and feature 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 Serivce and Regulatory Fees, charges, or pass-through assessments. Please see information on Regulatory Surcharges and Fees below for addtional details.

All quotes contained in this proposal are subject to the terms and conditions of the State of Texas DIR contract. Your accounts must be in good standing with Verizon wirleess 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 06/29/11 for new cellular service activations and eligible equipment upgrades. Equipment purchased without service activation is not eligible for discounted pricing and will be charged full retail price. A wireless device must be in service for a minimum of 10 months to be eligible for an equipment upgrade at the discounted pricing regardliess of contract vehicle chosen. If you choose to upgrade or replace equipment due to loss or theft of your device prior to completing 10 months of service, you may be charged full retail price. This offer cannot be combined with any other offer. Other restrictions or charges may apply. Prices are subject to change without notice and quantities may be limited. Please contact your sales representative at the time of purchase for the latest equipment pricing.

Cellular Accessories: Verizon Wireless provides a variety of accessories to compliment and enhance the usefulness of the various cellular telephone models it offers. Accessories, such as cigarette light adapters, headsets and leather cases may be avaialble at an additional charge. Verizon Wireless offers a flat **25% discount off of the retail price for accessories (excluding Apple branded 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.

This Quotation is valid for inety (90) days from date listed on quote (except for promotional pricing whichmay expire sooner). Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any prupose other than to evaluate the document.

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☒ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Robert Vela Employee ID# 176311 Signature: Robert Vela

Department: Info. Tech. Dept#: 200

Quantity: 1

Service: $34.99/mo (x) 9 months = 314.91 Account: 1100-415-00-200-001-0 -532

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

Requisition Total: 3464.01 **Requisition Number:** 1927167

STIPEND

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

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

Total:_____

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

_____ Renan Ramirez 3/29/11

Signature Print Name Date

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

_____ Valde Guerra 3/30/11

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Americas Choice II 400 Natl. Share Plan

Commissioner's Court Action: Commissioner's Court Date: 4/5/11

☐ Approved Date: _____ ☐ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html EXAMPLE 2

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☒ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Noah Lopez Employee ID# 172588 Signature: [signature]

Department: Info. Tech. Dept#: 200

Quantity: 1

Service: $34.99/mo (x) 9 months = 314.91 Account: 1-1100-415-00-200-001-0 -532

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

Requisition Total: 3464.01 **Requisition Number:** 192767

STIPEND

(1) Employee: _____ Employee ID#_____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

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

Total: _____

(2) **Elected Official/Department Head Authorization for Request:**

[signature] Renan Ramirez 3/29/11

Signature Print Name Date

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

[signature] Valde Guerra 3/30/11

Signature Print Name Date

(4) **IT DEPARTMENT ONLY:**

Service Type Codes: Americas Choice II 400 Natl. Share Plan

Commissioner's Court Action: Commissioner's Court Date: 4/5/11

☐ Approved Date: _____ ☐ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information. http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use or ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☒ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Carlos Garcia Employee ID# 122475 Signature: [signature]

Department: Info. Tech. Dept#: 200

Quantity: 1

Service: $34.99 mo (x) 9 months = 314.91 Account: 1-1100-415-00-200-001-0-532

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

Requisition Total: 3404.01 **Requisition Number:** 192767

STIPEND

(1) Employee: _____ Employee ID#_____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

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

Total: _____

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

[signature] Roman Ramirez 3/29/11

Signature Print Name Date

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

[signature] Valde Guerra 3/30/11

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Americas Choice II 400 Natl. Share Plan

Commissioner's Court Action: Commissioner's Court Date: 4/5/11

☐ Approved Date: _____ ☐ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information. http://www.irs.gov/govt/fslg/article/0,,id=157154,00.html. EXAMPLE 2

Revised 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
X Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Khuong Le Employee ID# 176656 Signature:

Department: Info. Tech. Dept#: 200

Quantity: 1

Service: $34.99 /mo (x) 9 months = 314.91 Account: 1-1100-415-00-200001-0 -532

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

Requisition Total: 3404.01 **Requisition Number:** 192767

STIPEND

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

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

Total:_____

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

_____ Renan Ramirez 3/29/11

Signature Print Name Date

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

_____ Valde Guerra 3/30/11

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Americas Choice II 400 Natl. Share Plan

Commissioner's Court Action: Commissioner's Court Date: 4/5/11

☐ Approved Date: _____ ☐ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information. http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html. EXAMPLE 2

Revised 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☒ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Jorge Helu Employee ID# 176028 Signature: [signature]

Department: Info Tech. Dept#: 200

Quantity: 1

Service: 34.99 /mo (x) 9 months = 314.91 Account: 1-1100-415-00.200-001-0 -532

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

Requisition Total: 3464.01 **Requisition Number:** 1927167

STIPEND

(1) Employee: _____ Employee ID#_____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

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

Total: _____

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

[signature] Renan Ramirez 3/29/11

Signature | Print Name | Date

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

[signature] Valde Guerra 3/30/11

Signature | Print Name | Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Americas Choice II 400 Nati. Share Plan

Commissioner's Court Action: Commissioner's Court Date: 4/5/11

☐ Approved Date: _____ ☐ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html EXAMPLE 2

Revised: 03/09/20**

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use or ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☒ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Jakim Barbosa Employee ID# 161675 Signature: [signature]

Department: Info. Tech. Dept#: 200

Quantity: 1

Service: $34.99 mo (x) 9 months = 314.91 Account: 1-1100-415-00-200-001-0-532

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

Requisition Total: 3464.01 **Requisition Number:** 192767

STIPEND

(1) Employee: _____ Employee ID#_____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

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

Total: _____

(2) **Elected Official/Department Head Authorization for Request:**

[signature] Renan Ramirez 3/29/11

Signature Print Name Date

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

[signature] Valde Guerra 3/30/11

Signature Print Name Date

(4) **IT DEPARTMENT ONLY:**

Service Type Codes: Americas Choice II 400 Natl. Share Plan

Commissioner's Court Action: Commissioner's Court Date: 4/5/11

☐ Approved Date: _____ ☐ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html EXAMPLE 2

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
X Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Luis Izaguirre Employee ID# 149063 Signature: Luis Izaguirre

Department: Info. Tech. Dept#: 200

Quantity: 1

Service: $~~31.99~~/mo (x) 9 months = 314.91 Account: 1-1100-415-00-200-001-0-532

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

Requisition Total: 3464.01 **Requisition Number:** 192767

STIPEND

(1) Employee: _____ Employee ID#_____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

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

Total: _____

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

_____ Renan Ramirez 3/29/11

Signature Print Name Date

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

_____ Valde Guerra 3/30/11

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Americas Choice II 400 Natl. Share Plan

Commissioner's Court Action: Commissioner's Court Date: 4/5/11

☐ Approved Date: _____ ☐ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html. EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
X Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Eli Gracia Employee ID# 164275 Signature: V. Ld

Department: Info. Tech. Dept#: 200

Quantity: 1

Service: $34.99/mo (x) 9 months = 314.91 Account: 1-1100-415-00-200-001-0-532

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

Requisition Total: 3464.01 **Requisition Number:** 192767

STIPEND

(1) Employee: _____ Employee ID#_____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

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

Total: _____

(2) **Elected Official/Department Head Authorization for Request:**

Signature	Print Name	Date
	Reran Ramirez	3/29/11

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

Signature	Print Name	Date
	Valde Guerra	3/30/11

(4) **IT DEPARTMENT ONLY:**

Service Type Codes: Americas Choice II 400 Natl. Share Plan

Commissioner's Court Action: Commissioner's Court Date: 4/5/11

☐ Approved Date: _____ ☐ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=187154,00.html. EXAMPLE 2

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☒ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Juan De Leon Employee ID# 87815 Signature: Juan De Leon

Department: Info. Tech. Dept#: 200

Quantity: 1

Service: $34.99/mo (x) 9 months = 314.91 Account: H1100415-00-200-001-0 -532

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

Requisition Total: 3464.01 **Requisition Number:** 192767

STIPEND

(1) Employee: _____ Employee ID#_____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

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

Total: _____

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

Signature	Print Name	Date
	Reman Ramirez	3/29/11

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

Signature	Print Name	Date
	Valde Guerra	3/30/11

(4) IT DEPARTMENT ONLY:

Service Type Codes: Americas Choice II 400 Natl. Share Plan

Commissioner's Court Action: Commissioner's Court Date: 4/5/11

☐ Approved Date: _____ ☐ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information. http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
X Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Jose Alvarez Employee ID# 163767 Signature: _____

Department: Info. Tech. Dept#: 200

Quantity: 1

Service: $34.99 /mo (x) 9 months = 314.91 Account: H100-415-00-200-0010-532

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

Requisition Total: 3464.01 **Requisition Number:** 192767

STIPEND

(1) Employee: _____ Employee ID#_____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

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

Total: _____

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

_____ Renan Ramirez 3/29/11

Signature Print Name Date

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

_____ Valde Guerra 3/30/11

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Americas Choice II 400 Natl. Share Plan

Commissioner's Court Action: Commissioner's Court Date: 4/5/11

☐ Approved Date: _____ ☐ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html. EXAMPLE 2

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
X Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Daniel Gonzalez Employee ID# 182745 Signature: (1) [signature]

Department: Info. Tech. Dept#: 200

Quantity: 1

Service: $34.99 /mo (x) 9 months = 314.91 Account: 1-1100-415-00-200-001-0 -532

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

Requisition Total: 3464.01 **Requisition Number:** 192767

STIPEND

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

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

Total:_____

(2) **Elected Official/Department Head Authorization for Request:**

[signature] Roman Ramirez 3/29/11

Signature Print Name Date

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

[signature] Valde Guerra 3/30/11

Signature Print Name Date

(4) **IT DEPARTMENT ONLY:**

Service Type Codes: Americas Choice II 400 Natl. Share Plan

Commissioner's Court Action: Commissioner's Court Date: 4/5/11

☐ Approved Date: _____ ☐ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html EXAMPLE 2

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
X Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Luis Izaguirre Employee ID# 149063 Signature: Luis Izaguirre

Department: Info. Tech. Dept#: 200

Quantity: 1

Service: $~~34.99~~/mo (x) 9 months = 314.91 Account: 1-1100-415-00-200-001-0-532

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

Requisition Total: 3464.01 **Requisition Number:** 192767

STIPEND

(1) Employee: _____ Employee ID#_____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

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

Total: _____

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

Signature	Print Name	Date
	Reran Ramirez	3/29/11

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

Signature	Print Name	Date
	Valde Guerra	3/30/11

(4) IT DEPARTMENT ONLY:

Service Type Codes: Americas Choice II 400 Natl. Share Plan

Commissioner's Court Action: Commissioner's Court Date: 4/5/11

☐ Approved Date: _____ ☐ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html. EXAMPLE 2

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☒ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Jakim Barbosa Employee ID# 161675 Signature: [signature]

Department: Info. Tech. Dept#: 200

Quantity: 1

Service: $34.99 /mo (x) 9 months = 314.91 Account: 1-1100-415-00-200-001-0-532

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

Requisition Total: 3464.01 **Requisition Number:** 192767

STIPEND

(1) Employee: _____ Employee ID#_____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

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

Total: _____

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

[signature] Renan Ramirez 3/29/11

Signature | Print Name | Date

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

[signature] Valde Guerra 3/30/11

Signature | Print Name | Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Americas Choice II 400 Natl. Share Plan

Commissioner's Court Action: Commissioner's Court Date: 4/5/11

☐ Approved Date: _____ ☐ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information. http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html EXAMPLE 2

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☒ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Jorge Helu Employee ID# 176028 Signature: _____

Department: Info Tech. Dept#: 200

Quantity: 1

Service: ~~34.99~~/mo (x) 9 months = 314.91 Account: 1-1100-415-00.200-001-0 -532

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

Requisition Total: 3464.01 **Requisition Number:** 192767

STIPEND

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

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

Total:_____

(2) **Elected Official/Department Head Authorization for Request:**

Signature	Print Name	Date
_____	Renan Ramirez	3/29/11

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

Signature	Print Name	Date
_____	Valde Guerra	3/30/11

(4) **IT DEPARTMENT ONLY:**

Service Type Codes: Americas Choice II 400 Nati. Share Plan

Commissioner's Court Action: Commissioner's Court Date: 4/5/11

☐ Approved Date: _____ ☐ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information. http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html EXAMPLE 2

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:
- ☐ Office Use *or* ☐ Individual
- ☐ Name Change
- ☐ Equipment Change
- ☒ Plan Change
- ☐ Delete Service

Wireless Data Device:
- ☐ Data Card
- ☐ Blackberry
- ☐ Other:

Stipend:
- ☐ Cellular Telephone $50/mo
- ☐ Data Pad $25/mo

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Khuong Le Employee ID# 176656 Signature: [signature]

Department: Info. Tech. Dept#: 200

Quantity: 1

Service: $34.99 mo (x) 9 months = 314.91 Account: 1-1100-415-00-200001-0 -532

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

Requisition Total: 3404.01 **Requisition Number:** 192767

STIPEND

(1) Employee: _____ Employee ID#_____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

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

Total: _____

(2) **Elected Official/Department Head Authorization for Request:**

[signature] Renan Ramirez 3/29/11

Signature Print Name Date

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

[signature] Valde Guerra 3/30/11

Signature Print Name Date

(4) **IT DEPARTMENT ONLY:**

Service Type Codes: Americas Choice II 400 Natl. Share Plan

Commissioner's Court Action: Commissioner's Court Date: 4/5/11

☐ Approved Date: _____ ☐ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information. http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html. EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☒ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Carlos Garcia Employee ID# 122475 Signature: [signature]

Department: Info. Tech. Dept#: 200

Quantity: 1

Service: $34.99 /mo (x) 9 months = 314.91 Account: 1-1100-415-00-200-001-0532

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

Requisition Total: 3404.01 **Requisition Number:** 192767

STIPEND

(1) Employee: _____ Employee ID# _____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

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

Total: _____

(2) **Elected Official/Department Head Authorization for Request:**

[signature] Roman Ramirez 3/29/11

Signature Print Name Date

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

[signature] Valde Guerra 3/30/11

Signature Print Name Date

(4) **IT DEPARTMENT ONLY:**

Service Type Codes: Americas Choice II 400 Natl. Share Plan

Commissioner's Court Action: Commissioner's Court Date: 4/5/11

☐ Approved Date: _____ ☐ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html. EXAMPLE 2

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☒ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Noah Lopez Employee ID# 172588 Signature: [signature]

Department: Info. Tech. Dept#: 200

Quantity: 1

Service: $34.99/mo (x) 9 months = 314.91 Account: 1-1100-415-00200-001-0 -532

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

Requisition Total: 3464.01 **Requisition Number:** 192767

STIPEND

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

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

Total:_____

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

[signature] Renan Ramirez 3/29/11

Signature Print Name Date

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

[signature] Valde Guerra 3/30/11

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Americas Choice II 400 Natl. Share Plan

Commissioner's Court Action: Commissioner's Court Date: 4/5/11

☐ Approved Date: _____ ☐ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☒ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Robert Vela Employee ID# 176311 Signature: Robert Vela

Department: Info. Tech. Dept#: 200

Quantity: 1

Service: $34.99/mo (x) 9 months = 314.91 Account: 1100-415-00-200-001-0 -532

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

Requisition Total: 3464.01 **Requisition Number:** 192767

STIPEND

(1) Employee: _____ Employee ID#_____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

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

Total: _____

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

Signature	Renan Ramirez	3/29/11
	Print Name	Date

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

Signature	Valde Guerra	3/30/11
	Print Name	Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Americas Choice II 400 Natl. Share Plan

Commissioner's Court Action: Commissioner's Court Date: 4/5/11

☐ Approved Date: _____ ☐ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html EXAMPLE 2

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use or ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
X Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Eli Gracia Employee ID# 164275 Signature: [signature]

Department: Info. Tech. Dept#: 200

Quantity: 1

Service: $34.99/mo (x) 9 months = 314.91 Account: 1-1100-415-00-200-001-0-532

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

Requisition Total: 3404.01 **Requisition Number:** 192767

STIPEND

(1) Employee: _____ Employee ID#_____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

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

Total: _____

(2) **Elected Official/Department Head Authorization for Request:**

[signature] Renan Ramirez 3/29/11

Signature Print Name Date

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

[signature] Valde Guerra 3/30/11

Signature Print Name Date

(4) **IT DEPARTMENT ONLY:**

Service Type Codes: Americas Choice II 400 Natl. Share Plan

Commissioner's Court Action: **Commissioner's Court Date:** 4/5/11

☐ Approved Date: _____ ☐ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
X Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Juan De Leon Employee ID# 87815 Signature: Juan De Leon

Department: Info. Tech. Dept#: 200

Quantity: 1

Service: $34.99/mo (x) 9 months = 314.91 Account: H1100415-00.200-001-0 -532

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

Requisition Total: 3464.01 **Requisition Number:** 192767

STIPEND

(1) Employee: _____ Employee ID# _____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

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

Total: _____

(2) **Elected Official/Department Head Authorization for Request:**

Signature	Print Name	Date
	Reman Ramirez	3/29/11

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

Signature	Print Name	Date
	Valde Guerra	3/30/11

(4) **IT DEPARTMENT ONLY:**

Service Type Codes: Americas Choice II 400 Natl. Share Plan

Commissioner's Court Action: Commissioner's Court Date: 4/5/11

☐ Approved Date: _____ ☐ Disapproved

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Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
X Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Jose Alvarez Employee ID# 163767 Signature: [signature]

Department: Info. Tech. Dept#: 200

Quantity: 1

Service: $34.99 mo (x) 9 months = 314.91 Account: H100-415-00-200-0010-532

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

Requisition Total: 3464.01 Requisition Number: 192767

STIPEND

(1) Employee: _____ Employee ID#_____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

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

Total: _____

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

[signature] Renan Ramirez 3/29/11

Signature Print Name Date

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

[signature] Valde Guerra 3/30/11

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Americas Choice II 400 Natl. Share Plan

Commissioner's Court Action: Commissioner's Court Date: 4/5/11

☐ Approved Date: _____ ☐ Disapproved

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Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☒ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Daniel Gonzalez Employee ID# 182745 Signature: [signature]

Department: Info. Tech. Dept#: 200

Quantity: 1

Service: $34.99 /mo (x) 9 months = 314.91 Account: 1-1100-415-00-200-001-0 -532

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

Requisition Total: 3464.01 **Requisition Number:** 192767

STIPEND

(1) Employee: _____ Employee ID#_____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

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

Total: _____

(2) **Elected Official/Department Head Authorization for Request:**

[signature] Roman Ramirez 3/29/11

Signature Print Name Date

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

[signature] Valde Guerra 3/30/11

Signature Print Name Date

(4) **IT DEPARTMENT ONLY:**

Service Type Codes: Americas Choice II 400 Natl. Share Plan

Commissioner's Court Action: Commissioner's Court Date: 4/5/11

☐ Approved Date: _____ ☐ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2

Revised: 03/09/2011

AI-26056 **13.D.**

County's Cell Phone Program

CC REGULAR

Date:	04/05/2011
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	IT Department

Information

CAPTION

Discussion on status of County's Cell Phone Program.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/31/2011 08:53 AM	APRV
2	Auditor's Office		03/31/2011 04:00 PM	NEW

Form Started By: Angela Garcia Started On: 03/31/2011 08:25 AM

Final Approval Date: 03/31/2011

AI-25982 **14.A.**

Proclamation - Fair Housing Month

CC REGULAR

Date:	04/05/2011
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Hilda Bazan
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Approval of a Proclamation declaring April 2011 FAIR HOUSING MONTH.

BACKGROUND

The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 has been in effect since April 11, 1968, and protects the rights of all Americans to access housing regardless of race, color, sex, religion, national origin, family status of disability.

Fiscal Impact

Attachments

Link: housing proclamation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/29/2011 09:37 AM	APRV
2	Manuel Chapa	Manuel Chapa	03/30/2011 08:01 AM	APRV
3	Auditor's Office		03/31/2011 04:00 PM	NEW
Form Started By: Estella Webber			Started On: 03/29/2011 08:09 AM	
Final Approval Date: 03/31/2011				

URBAN COUNTY PROGRAM
HIDALGO COUNTY
PROCLAMATION

WHEREAS, the Fair Housing Act, Title VIII of the Civil Rights Act of 1968, has been in effect since April 11, 1968, and has since been amended to include the Fair Housing Amendments Act of 1988; and,

WHEREAS, the U.S. Department of Housing and Urban Development continues to enforce the Fair Housing Act, to ensure that every American retains the fundamental right to chose where he or she lives, raise a family or owns a home; and,

WHEREAS, the Fair Housing Act protects the rights of all Americans to access housing regardless of race, color, sex, religion, national origin, family status or disability; and,

NOW, THEREFORE WE, by virtue of the authority vested in us as the Commissioners' of the County of Hidalgo, Texas, do hereby proclaim the month of April 2011, as

"FAIR HOUSING MONTH"

throughout Hidalgo County, and encourage all citizens to join us in recognizing the Fair Housing Act and the important role it plays in our communities.

In WITNESS Whereof, we have hereunto set our hands this 5th day of April, 2011.

Ramon Garcia, Judge, Hidalgo County

Joel Quintanilla, Commissioner, Pct. # 1

Hector "Tito" Palacios, Commissioner, Pct. # 2

Joe M. Flores, Commissioner, Pct. # 3

Joseph Palacios, Commissioner, Pct. # 4

AI-25990 **14.B.**

Construction contract - Progreso Street Improvements project

CC REGULAR

Date:	04/05/2011
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Lupita Garcia
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Urban County Program on behalf of the City of Progreso is requesting consideration and action to award and enter into a construction contract with O.G. Construction Company, LLC (lowest bidder meeting all specifications and/or requirements) for the street improvements project located in the City of Progreso, Texas in the amount of $118,049.75 utilizing Year 23 (2010) Street Improvement funds.

BACKGROUND

The City of Progreso has requested and received bids for the Street Improvements project. R. Gutierrez Engineering Corporation prepared specification packages and bids were received and opened at the Hidalgo County Purchasing Department of March 23, 2011. After review the project engineer noted that Addendum #1 was not initially included in the bid package submitted to the Purchasing Department. R. Gutierrez Engineering Corporation then proceeded to verify that O.G. Construction indeed acknowledged the addendum #1 and that the bid of $118,049.75 included any and all changes that were included in the addendum #1. O.G. Construction Company, LLC, did confirm, and thereafter, R. Gutierrez Engineering Corporation proceeded to recommend the lowest qualified bidder. (See attached recommendation letter from R. Gutierrez Engineering Corporation, LLC., copy of bid tabulation, and letters of clarification from O.G. Construction.) The project consists of the reconstruction of Shelby Avenue.

Contractor: O.G. Construction Company, LLC.

Contract amount: $ 118,049.75

Funds Available: $ 266,404.90 Year 23 (2010) City of Progreso Street Improvements

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County will utilize Year 23 (2010) Street Improvements funds.

Contract Amount: $118,049.75
Available funds: $266,404.90

Attachments

Link: project

Link: backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/29/2011 01:51 PM	APRV
2	Manuel Chapa	Manuel Chapa	03/30/2011 01:19 PM	APRV
3	Auditor's Office		03/31/2011 04:00 PM	NEW

Form Started By: Estella Webber

Started On: 03/29/2011 12:56 PM

Final Approval Date: 03/31/2011

R. Gutierrez Engineering Corporation – Firm 486

March 25, 2011

Diana R. Serna, Director
Urban County Program
1916 Tesoro Boulevard
Pharr, TX 78577

RE: Recommendation for Award – Progreso Street Improvements (Shelby Avenue)
Project No: 5010-65-0311-5000-6500-UPC-GVG

Dear Ms. Serna:

On Wednesday, March 23, 2011, at 9:30 a.m. in the Hidalgo County Purchasing Department Conference Room, bids were opened and read aloud for the above captioned project. Five (5) bids were received for this project. The low base bid was for **$118,049.75** from **OG Construction,** from Edinburg, Texas.

In reviewing the bid packages, it was found that the lowest apparent bidder did not submit Addendum #1 with their bid packet. However Addendum #1 was received in our office via email. We also received a letter from the lowest apparent bidder that Addendum #1 was included in their bid amount of **$118,049.75**. Enclosed are copies of the documents received in our office via email. The original documents will be delivered to Urban County by the contractor.

Enclosed are copies as submitted by the O.G. Construction for verification, the Plan Holders List, Bid Proposal Forms, and Bid Tabulation Form. We have reviewed the bids submitted and are recommending award of the contract base bid to the lowest bidder being **OG Construction,** from Edinburg, Texas, for **$118,049.75.**

If you require our assistance please do not hesitate to call us. We are ready to assist you in making this project a success. You can call me at 956-782-2557 or on my mobile at 956-227-2154.

Sincerely,

Ramiro Gutierrez, P.E.
President

cc: Files

MAR 25 2011

130 E Park – Pharr, TX 78577 – Tel: 956-782-2557 – Fax: 956-782-2558 – E-mail: rgutierrez@rgutierrezengineering.com

OG CONSTRUCTION COMPANY, L.L.C.

March 24, 2011

Hidalgo County Purchasing Department
2802 S. Business Hwy. 281
Edinburg, Texas 78539

RE: Hidalgo County – Urban County Program
Progresso Street Improvements (Shelby Avenue)
Bid No: 5010-65-0311-5000-6500-UCP-GVG

To Whom It May Concern:

Please be advised that our Total Base Bid Amount submitted did include addendum #1 dated March 15, 2011.

Respectfully,

Omar Felipe Garcia
Managing Member

MAR 28 2011

4021 N. Closner Blvd. Edinburg, Texas 78541

March 15, 2011

_____

RE: ADDENDUM NO. 1
FOR BID No: 5010-65-0311-5000-6500-UCP-GVG "HIDALGO COUNTY URBAN COUNTY PROGRAM – "PROGRESO STREET IMPROVEMENTS (SHELBY AVENUE)"

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 1, PAGE 1 OF 1** in connection with **"URBAN COUNTY"** - request for sealed bids for **"HIDALGO COUNTY URBAN COUNTY PROGRAM – "PROGRESO STREET IMPROVEMENTS (SHELBY AVENUE)".**

Please add this **ADDENDUM NO. 1** to your packet so as to permit your company to submit a complete bid. See original bid packet REQUEST FOR BIDS pages 4 and 5.

Acknowledge receipt of **ADDENDUM No. 1** by signing and returning this notice to us VIA FAX AT (956) 782-2558.

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 782-2557.

Please be advised that this **ADDENDUM NO. 1 will complete your bid packet for "HIDALGO COUNTY URBAN COUNTY PROGRAM – "PROGRESO STREET IMPROVEMENTS (SHELBY AVENUE)".**

Thank you for your prompt attention on this matter.

Diana Serna, UCP Director

BY: _____
ADDENDUM NO. 1
ACKNOWLEDGEMENT OF RECEIPT

Ramiro Gutierrez, P.E.
R. Gutierrez Engineering Corporation

MAY 28 2011

PLAN HOLDERS LIST

Progreso Street Improvements - Shelby Avenue (City of Progreso - Urban County Program)

Bid Number: 5010-65-0311-5000-6500-UCP-GVG
Prebid Conf.: Tuesday, March 15, 2011 @ 10:20 a.m.
Location: Urban County Program Conference Room, 1916 Tesoro Blvd., Pharr, TX 78577
Bid Opening: Wednesday, March 23, 2011 @ 9:30 a.m.
Location: Hidalgo County Purchasing Department Conference Room, 2802 S. Business Hwy 281, Edinburg, TX 78539

ENG01.056
Deposit Amount: $100.00

Bid Set No.	Company	Contact Person	Address	City	State	Zip Code	Phone	Fax	Addendum 1	2	3	4	5	Date Issued	Deposit Check	Cash	N.A.
1	R. Gutierrez Engineering Corp.	Ramiro Gutierrez	130 E. Park	Pharr	TX	78577	956-782-2557	956-782-2558	x					1-Mar			x
2	Urban County Program	Tony Barco / Lupita Garcia	1916 Tesoro Blvd	Pharr	TX	78577	956-787-8127	956-787-5291	x					1-Mar			x
3	City of Progreso	Alfredo Espinosa	300 N. FM1015	Progreso	TX	78579	956-565-0241	956-565-1332	x					1-Mar			x
4	AMTEK	John Rugh	7801 N. Lamar, Ste. A137	Austin	TX	78752	512-323-0508	512-323-0920	x					2-Mar			x
5	A.G.C.	Perry Voughn	6918 W. Expressway 83	Harlingen	TX	78552	956-423-4091	956-423-0174	x					2-Mar			x
6	Valley Paving	Oscar Cordova	321 E. 2 Mile Line	Mission	TX	78574	956-585-5908	956-584-0057	x					8-Mar	x		
7	Alvarez Construction	Robert Vera	613 W. Furgeson	Donna	TX	78537	965-650-0412	956-461-6804	x					3-Mar		x	
8	OG Construction	Donald Medina	4021 N. Closner	Edinburg	TX	78541	956-239-4894	956-668-1333	x					7-Mar	x		
9	IOC Company	Ernie Villarreal	PO Box 4737	Edinburg	TX	78540	956-380-2897	956-380-4085	x					10-Mar	x		
10	Twin Construction	Noe Cavazos	PO Box 470	Weslaco	TX	78599	956-472-9112	956-969-3509	x					14-Mar	x		
11	Asago Construction, LLC	Raul Iglesias	2113 Pecos	Mission	TX	78572	956-607-0741	956-585-7040	x					14-Mar	x		
12	R&R Paving Co, LLC	Gloria Juarez	P.O. Box 1989	San Benito	TX	78586	956-399-1809	956-399-1566	x					17-Mar	x		
13	MF Site Construction	Dean Reaner	P.O. Box 417	Weslaco	TX	78599	956-447-2814	956-973-9184	x					18-Mar	x		
14	Sascon	Jason Skloss	5200 N. 26th Street	McAllen	TX	78504	956-607-6005	956-682-2542	x					21-Mar	x		
FTP	CDC	Mary E. McAllister	One Oakbrook Terrace, Ste 510	Oak Brook Terrace	IL	60181	512-634-5981	866-714-9554	x					21-Mar			x
FTP	Virtual Builder's Exchange	Edith Carmona	4047 Naco-Perrin Suite 100	San Antonio	TX	78217	210-564-6900	210-564-6902	x					11-Mar			x

Email Addresses

1	office@rgutierrezengineering.com	9	ernie@ioccompany.com
2	guadalupe.garcia@ucp.co.hidalgo.tx.us	10	twinconstruction@hotmail.com
3	jormartinez1981@yahoo.com	11	asago@rgv.rr.com
4	austinplanroom@amtekusa.com	12	rrpavingco@aol.com
5	sanjuana@rgvagc.org	13	cm@construction-jds.com
6	valpav@sbcglobal.net	14	sascon@aol.com
7	alvarezconst23@aol.com	FTP	mmcallister@dcdnews.com
8	omar@ogbuild.com	FTP	edith@virtualbx.com

R. Gutierrez Engineering Corporation
130 E. Park Avenue
Pharr, Texas 78577

3/24/2011

BID TABULATION
Progreso Street Improvements - Shelby Street

DATE: 03/23/11
TIME: 9:30 A.M.
LOCATION:

Item Number	Estimated Quantity	Unit	Item Description	OG CONSTRUCTION		MF SITE CONSTRUCTION		ASAGO CONSTRUCTION		VALLEY PAVING INC		R&R PAVING, LLC	
				Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid
110	1,035.00	CY	Excavation	$ 6.00	$ 6,210.00	$ 8.79	$ 9,097.65	$ 12.00	$ 12,420.00	$ 12.70	$ 13,144.50	$ 5.00	$ 5,175.00
164	2,273.00	SY	Cell Fiber Mulch Seed (Temp)(Urban)(Clay)	$ 1.00	$ 2,273.00	$ 1.01	$ 2,295.73	$ 0.50	$ 1,136.50	$ 0.75	$ 1,704.75	$ 0.75	$ 1,704.75
164	2,273.00	SY	Cell Fiber Mulch Seed (Perm)(Urban)(Clay)	$ 2.00	$ 4,546.00	$ 1.62	$ 3,682.26	$ 0.50	$ 1,136.50	$ 0.75	$ 1,704.75	$ 0.75	$ 1,704.75
247	405.00	CY	Flexible Base (6")	$ 33.00	$ 13,365.00	$ 40.61	$ 16,447.05	$ 50.00	$ 20,250.00	$ 59.25	$ 23,996.25	$ 38.40	$ 15,552.00
260	2,838.00	SY	Lime Treated Subgrade (8")	$ 1.50	$ 4,257.00	$ 1.43	$ 4,058.34	$ 3.00	$ 8,514.00	$ 1.75	$ 4,966.50	$ 2.50	$ 7,095.00
260	2,742.00	SY	Lime New Base (6")	$ 1.00	$ 2,742.00	$ 1.11	$ 3,043.62	$ 3.00	$ 8,226.00	$ 1.50	$ 4,113.00	$ 1.25	$ 3,427.50
260	44.00	TON	Lime (Ty A or B)	$ 205.00	$ 9,020.00	$ 180.80	$ 7,955.20	$ 170.00	$ 7,480.00	$ 165.00	$ 7,260.00	$ 165.00	$ 7,260.00
310	716.00	GAL	Prime Coat (MC-30)	$ 5.00	$ 3,580.00	$ 9.15	$ 6,551.40	$ 7.00	$ 5,012.00	$ 7.00	$ 5,012.00	$ 4.25	$ 3,043.00
340	2,388.00	SY	HMAC Pavement (1.5 Inches)	$ 9.00	$ 21,492.00	$ 9.04	$ 21,587.52	$ 8.00	$ 19,104.00	$ 9.50	$ 22,686.00	$ 7.25	$ 17,313.00
400	12.00	SY	Cut and Restore Pavement	$ 40.00	$ 480.00	$ 56.50	$ 678.00	$ 70.00	$ 840.00	$ 100.00	$ 1,200.00	$ 35.00	$ 420.00
432	6.60	CY	Concrete Rip-Rap (CL C) 4"	$ 165.00	$ 1,089.00	$ 813.77	$ 5,370.88	$ 700.00	$ 4,620.00	$ 1,000.00	$ 6,600.00	$ 500.00	$ 3,300.00
464	813.00	LF	RCP (CL III)(18")(Rubber Gasket)	$ 18.00	$ 14,634.00	$ 27.59	$ 22,430.67	$ 35.00	$ 28,455.00	$ 38.75	$ 31,503.75	$ 22.00	$ 17,886.00
464	57.00	LF	RCP (CL III)(24")(Rubber Gasket)	$ 30.00	$ 1,710.00	$ 40.18	$ 2,290.26	$ 70.00	$ 3,990.00	$ 45.00	$ 2,565.00	$ 32.00	$ 1,824.00
464	42.00	LF	RCP (CL III)(30")(Rubber Gasket)	$ 48.00	$ 2,016.00	$ 62.31	$ 2,617.02	$ 90.00	$ 3,780.00	$ 58.50	$ 2,457.00	$ 38.00	$ 1,596.00
465	2.00	EA	Inlet (TY A)	$ 3,100.00	$ 6,200.00	$ 2,305.20	$ 4,610.40	$ 3,000.00	$ 6,000.00	$ 2,500.00	$ 5,000.00	$ 1,900.00	$ 3,800.00
465	2.00	EA	Inlet (TY A SPL)	$ 2,100.00	$ 4,200.00	$ 4,520.00	$ 9,040.00	$ 4,000.00	$ 8,000.00	$ 2,500.00	$ 5,000.00	$ 1,900.00	$ 3,800.00
465	1.00	EA	Manhole TY A	$ 3,500.00	$ 3,500.00	$ 3,028.40	$ 3,028.40	$ 4,000.00	$ 4,000.00	$ 3,250.00	$ 3,250.00	$ 2,600.00	$ 2,600.00
467	2.00	EA	Safety End Treatments (18")(6:1)	$ 650.00	$ 1,300.00	$ 610.20	$ 1,220.40	$ 1,000.00	$ 2,000.00	$ 850.00	$ 1,700.00	$ 650.00	$ 1,300.00
502	1.50	LS	Barricades, Signs & Traffic Handling	$ 500.00	$ 750.00	$ 3,955.00	$ 5,932.50	$ 1,000.00	$ 1,500.00	$ 5,500.00	$ 8,250.00	$ 800.00	$ 1,200.00
506	216.00	LF	Temp Sediment Control Fence	$ 1.00	$ 216.00	$ 4.52	$ 976.32	$ 2.00	$ 432.00	$ 5.00	$ 1,080.00	$ 1.75	$ 378.00
529	1,387.00	LF	Concrete Curb & Gutter (18 in)	$ 7.25	$ 10,055.75	$ 8.89	$ 12,330.43	$ 9.00	$ 12,483.00	$ 5.85	$ 8,113.95	$ 7.25	$ 10,055.75
530	338.00	SY	Driveways (Ty PB)	$ 8.00	$ 2,704.00	$ 29.30	$ 9,903.40	$ 20.00	$ 6,760.00	$ 25.00	$ 8,450.00	$ 45.00	$ 15,210.00
530	38.00	SY	Driveways (Concrete)	$ 45.00	$ 1,710.00	$ 37.17	$ 1,412.46	$ 35.00	$ 1,330.00	$ 150.00	$ 5,700.00	$ 45.00	$ 1,710.00
			TOTAL BASE BID AMOUNT:		**$ 118,049.75**		**$ 156,559.91**		**$ 167,469.00**		**$ 175,457.45**		**$ 127,354.75**

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM

BID OPENING DATE: March 23, 2011 | **BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "Progreso Street Improvements (Shelby Avenue)

BID NO: 5010-65-0311-5000-6500-UCP-GVG | **PROCUREMENT SPECIALIST:**
ADDENDUM #1 REQUIRED

RFB NO.	Name of Company	Total	ADDENDUM #1 ACKNOWLEDGED	Bid Bond/ Cashier's Check Included
1.	O.G. Construction Co. LLC	$118,049.75 ✓	NO Addendum Acknowledged	Bid Bond Included
2.	MF Site Construction, Inc.	$154,586.41 × TABULATED → $156,559.91 ✓	Addendum #1 Acknowledged	Bid Bond Included
3.	Asago Construction	$167,469.00 ✓	Addendum #1 Acknowledged	Bid Bond Included
4.	Valley Paving, Inc.	$175,457.45 ✓	Addendum #1 Acknowledged	Bid Bond Included
5.	R & R Paving. LLC	$127,354.75 ✓	Addendum #1 Acknowledged	Bid Bond Included
6.				
7.				
8.				
9.				

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

R. Gutierrez Engineering Corporation

Statement of Probable Cost

Description: Plan Estimate
Project: SHELBY AVENUE
By: RG
Date: 01/21/11

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL COST
ROADWAY QUANTITIES					
110	Excavation (Roadway)	CY	820.00	$5.50	$4,510.00
164	Cell Fbr Mlch Seed (Perm)(Rural)(Clay)	SY	2,273.00	$2.25	$5,114.25
164	Cell Fbr Mlch Seed (Temp)(Warm)	SY	2,273.00	$2.25	$5,114.25
247	Fl Bs (Rdwy Del)(Ty E Gr 4)(Final Pos)(6")	CY	405.00	$18.00	$7,290.00
260	Lime Treat(New Base)(6")	SY	2,742.00	$2.00	$5,484.00
260	Lime Trt (Exst Matl)(8")	Sy	2,838.00	$2.00	$5,676.00
260	Lime (Hyd. Com. Or QK(Slurry)	TON	43.80	$150.00	$6,570.00
310	Asphalt Emulsion Prime	Gal	716.00	$5.50	$3,938.00
340	Asphalt Material (Type D)(1.5")	SY	2,388.00	$8.50	$20,298.00
400	Cut and Restore Pavement	SY	12.00	$35.00	$420.00
432	Conc. Riprap (4")	LF	6.60	$475.00	$3,135.00
464	RC Pipe (Sewer)(CL III)(18 IN)(SPL)	LF	813.00	$26.00	$21,138.00
464	RC Pipe (Sewer)(CL III)(24 IN)(SPL)	LF	57.00	$34.00	$1,938.00
464	RC Pipe (Sewer)(CL III)(30 IN)(SPL)	LF	42.00	$46.00	$1,932.00
465	Manhole (TY) "A"	EA	1.00	$2,500.00	$2,500.00
465	Inlet (TY) "A"	EA	2.00	$2,600.00	$5,200.00
465	Inlet (TY) "A" (SPL)	EA	2.00	$2,800.00	$5,600.00
467	S.E.T. (6:1)(18")	EA	2.00	$750.00	$1,500.00
502	Barricades, Signs and Traffic Handling	MO	2.00	$2,500.00	$5,000.00
506	Temporary Sediment Control Fence	LF	216.00	$3.50	$756.00
529	Conc. Curb & Gutter (Ty A)(Barrier)	LF	1,387.00	$8.00	$11,096.00
530	Conc. Driveway	SY	38.00	$40.00	$1,520.00
530	Asphalt Driveway	SY	338.00	$20.00	$6,760.00
				TOTAL	**$132,489.50**

CONSTRUCTION CONTRACT

This Agreement, entered into this **5th** day of **April, 2011** by and between **HIDALGO COUNTY URBAN COUNTY PROGRAM,** joined by **CITY OF PROGRESO** (hereinafter called the "OWNER", acting herein through its **COUNTY JUDGE**, and **SAENZ UTILITY CONTRACTORS**, a corporation) of Edcouch, State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

PROJECT NAME: City of Progreso– Street Improvements (Shelby Avenue)
PROJECT #: 5010-65-0311-5000-6500-UCP-GVG
PROJECT DESCRIPTION: "PROGRESO - 2010 STREET IMPROVEMENTS PROJECT"

Hereinafter called the project, for the sum of (**$118,049.75) –One Hundred-Eighteen Thousand –Forty-Nine Dollars, and Seventy Five Cents,** and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the–plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **R. Gutierrez Engineering Corporation** entitled the project Architect and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within **60** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **$ 200.00** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor", of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

_____
Contractor's Signature

Name of Firm: O.G. Construction Company, LLC

Address: 4021 N. Closner Blvd.
Edinburg, Texas 78541

Fed. I.D. #/S.S. : 47-0944347

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

This instrument was acknowledged before me on this the ___ day of _____, 20_____,

by _____, _____ of and on behalf of _____ .
(Print Signatory Name) (Signatory title) (a corporation) (a partnership) (an individual)

_____
Notary Public - Signature

WITNESS:

URBAN COUNTY PROGRAM

_____

_____
Diana R. Serna
U.C.P. Director

AI-25997 **14.C.**

Professional service contract - Parks, Rec. facilities - Pct. #4

CC REGULAR

Date:	04/05/2011
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Monica Leal
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

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

2. Presentation of the scoring grid for the purposes of ranking by CC of at least three (3) construction materials testing firms from the County's approved "pool" as graded and evaluated by Hidalgo County Precinct No. 4, Urban County Program and Hidalgo County Purchasing Department in connection with and funded through Hidalgo County Urban County Program Year 23 (2010) Precinct No. 4, Parks, Recreational Facilities.

FIRM	GRADE	RANK
R. Gutierrez Engineering Corporation	95.33	
Noe Garza Engineers, Inc.	94.00	
TEDSI Infrastructure Group	88.33	

3. Authority to negotiate a professional service contract with the No. 1 ranked firm _____ for an Urban County Program – Hidalgo County Precinct No. 4, Parks, Recreational Facilities.

BACKGROUND

The three firms rated from the County's approved "pool" are R. Gutierrez Engineering Corporation, Noe Garza Engineers, Inc. and TEDSI Infrastructure Group for the Parks, Recreational facilities. Attached see grading grid for your review.

Funds Available: $ 374,107.00

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County funds will be utilized for this project.

Attachments

Link: facilities

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/29/2011 03:42 PM	APRV
2	Manuel Chapa	Manuel Chapa	03/30/2011 08:18 AM	APRV
3	Auditor's Office		03/31/2011 04:00 PM	NEW

Form Started By: Estella Webber

Started On: 03/29/2011 02:29 PM

Final Approval Date: 03/31/2011

Hidalgo County Precinct No. 4
Professional Services
Parks, Recreational Facilities
Year 23 (2010)
Grading-Ranking Grid

Criteria	R. Gutierrez Engineering Corporation			Noe Garza Engineers, Inc.			TEDSI Infrastructure		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Team	19	20	15	16	20	18	19	20	15
Experience of Project Team	24	24	25	23	24	25	23	23	20
Experience/ Availability of Project Manager	18	19	20	16	19	20	17	18	15
Understanding of Project	24	23	25	24	23	25	22	23	20
Familiarity with Applicable Rules & Regulations	10	10	10	9	10	10	10	10	10
TOTALS	95	96	95	88	96	98	91	94	80
AVERAGES	286÷3=95.33%			282÷3=94%			265÷3=88.33%		
RATING									

AI-25977 **14.D.**

Disaster Recovery Program approval of contracts

CC REGULAR

Date:	04/05/2011
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Angie Ramos
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The CDBG Disaster Recovery Program is requesting the award of bids and approval of contracts for the demolition and reconstruction of the following:

(2) units in the City of Donna and (1) unit in the Countywide area in the amount of $164,900.00 to JR. Limas Construction.

BACKGROUND

These families were approved to receive assistance under the CDBG Disaster Recovery Program by the Commissioners' Court on January 18, 2011 and February 8, 2011. Bids were received and opened at the Hidalgo County Purchasing Department on March 23, 2011.

Please note that G&G Contractors was the lowest bidder for the Maria Brito project (City of Donna). Due to G&G Contractor withdrawing their bid for this project, the UCP is awarding this bid to JR Limas Construction (second lowest bidder). See attachments

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County funds will be utilized for this project.

Attachments

Link: tabulation sheet

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/29/2011 07:28 AM	APRV
2	Manuel Chapa	Manuel Chapa	03/30/2011 02:53 PM	APRV
3	Auditor's Office		03/31/2011 04:00 PM	NEW

Form Started By: Estella Webber — Started On: 03/28/2011 02:06 PM

Final Approval Date: 03/31/2011

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPT NAME: COUNTY OF HIDALGO URBAN COUNTY PROGRAM

Bid Opening Date: March 32, 2011 Bid Opening Time: 9:30 am

Description of Bid: Demolition & Reconstruction of Two (2) Units in the County Wide Area of Donna, One (1) Unit in the County Wide are of Edinburg, Three (3) Units in the City of San Juan, Two (2) Units in the City of Mercedes, One (1) City of Mission

GRANT#: DRP-70090019-06-LR

G & G CONTRACTORS			
	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	P. MUNIZ	$56,680.00	ONE (1)
2	J. CASAS	$53,680.00	CASHIER'S
3	V. MORENO	$53,680.00	CHECK
4	J. URIEGAS	$44,690.00	IN THE
5	M. BRITO	$56,680.00	AMOUNT
6	M PACHECO	$53,680.00	OF
7	E. RUBULCAVA	$53,680.00	$25,000.00
8	R. OCHOA	$53,680.00	SUBMITTED
9	G. QUIROGA	$53,680.00	WITH BID

JR LIMAS CONSTRUCTION			
	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	P. MUNIZ	NO BID	N/A
2	J. CASAS	NO BID	N/A
3	V. MORENO	NO BID	N/A
4	J. URIEGAS	NO BID	N/A
5	M. BRITO	$58,900.00	CC INCLUDED
6	M PACHECO	$53,000.00	CC INCLUDED
7	E. RUBULCAVA	$53,000.00	CC INCLUDED
8	R. OCHOA	NO BID	N/A
9	G. QUIROGA	NO BID	N/A

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

G&G Contractors
5125 S 281 Ste 3
Edinburg, Tx 78539

This Letter is to inform who ever it may concern that I, Rene Garza, Owner of G&G Contractors, withdraw my bid for the bid opening that took place on March 21, 2011. This withdraw includes the bid placed for Maria Brito located at 2715 Mile 14 ½ Donna, Texas in the amount of $56,680.

Thank you



Rene Garza
G&G Contractors
956-929-1567

AI-26051 **14.E.**

Contruction contract - Drainage Improvements project (Pct. #1)

CC REGULAR

Date:	04/05/2011
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Ester Gonzalez
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Urban County Program is requesting consideration and action to award and enter into a Construction Contract with Tropical Contracting, LLC in the amount of $916,512.02 for the Pct. 1 Delta Outfall Drainage Improvements Project.

BACKGROUND

The bid opening was held March 30, 2011 and the bidder meeting all specifications and/or requirements is Tropical Contracting, LLC. The project involves drainage structure improvements for the Delta Area Outfall System. Please see attached recommendation by the project engineer (Dos Logistics, Inc.).

Contractor: Tropical Contracting, LLC.
Contract Amount: $916,512.02
Funds Available: $1,072,112.00

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County funds will be utilized for the drainage structure improvements for the Delta Area Outfall System.

Contract Amount: $ 916,512.02
Available Funds: $1,072,112.00

Attachments

Link: Contract - Tropical Contracting

Link: Letter & Bid Tabulation

Link: Tropical Contracting - Qualifications

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	03/31/2011 07:02 AM	APRV

2	Perla Lopez	Perla Lopez	03/31/2011 08:54 AM	APRV
3	Auditor's Office		03/31/2011 04:00 PM	NEW

Form Started By: Estella Webber Started On: 03/30/2011 03:38 PM

Final Approval Date: 03/31/2011

CONSTRUCTION CONTRACT

This Agreement, entered into this **5th** day of **April** 20**11** by and between **HIDALGO COUNTY** joined by **Hidalgo County Precinct No. 1** (hereinafter called the "OWNER", acting herein through its **County Judge**, and **Tropical Contracting, LLC.**, (a corporation) of San Antonio, State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

PROJECT NAME:	**Precinct No. 1 Delta Outfall Drainage Improvements Project**
PROJECT #:	**6536-91-0309-5000-9100**
PROJECT DESCRIPTION:	**Drainage Structure Improvements for the Delta Area Outfall System in Pct. No. 1**

hereinafter called the project, for the sum of **($ 916,512.02) Nine Hundred and Sixteen Thousand Five Hundred and Twelve- Dollars-Two Cents** and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the-plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **DOS Logistics, Inc.** entitled the Architect/Engineer, and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within **90** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $ 200.00 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor", of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

_____
Contractor

Name of Firm: Tropical Contracting, LLC.

Address: 6363 De Zavala, Ste. 107
San Antonio, Texas 78249

Fed. I.D. #/S.S. #: 74-2950151

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

This instrument was acknowledged before me on this the ___ day of _____, 20_____,

by _____, _____ of and on behalf of _____ .
(title) (a corporation) (a partnership) (an individual)

_____
Notary Public - Signature

WITNESS:

_____

URBAN COUNTY PROGRAM

_____
Diana R. Serna
Urban County Director

DL, INC.
DOS LOGISTICS, INC.

March 30, 2011

Ms. Diana Serna
Urban County Project Director
1916 Tesoro Blvd.
Pharr, TX 78577

RE: Recommendation Letter
"DRAINAGE STRUCTURE FOR DELTA AREA OUTFALL"

Dear Ms. Serna,

We have tabulated the only bid (copy is attached) received from Tropical Contracting, LLC. We are recommending that the H.C. Urban County Project place an item to award this contract to Tropical Contracting, LLC., in the base bid amount of $916,512.02 for the H.C. Urban County Project Drainage Structure for Delta Area Outfall on the next possible Commissioners' Court Agenda.

If you should have any question please call us, Dos Logistics Inc. is ready to assist you in making this project a success.

Sincerely,

P.E.
3/30/2011

Luis J. Nava P.E.
Project Engineer
Dos Logistics Inc.

BID TABULATION FOR DELTA AREA OUTFALL DRAINAGE IMPROVEMENTS PROJECT

DESCRIPTION	QUANTITIES	TROPICAL CONTRACTING, LLC			
		UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
Mobilization	1.00	$59,613.39	$59,613.39		
Prep. Right of Way	6.00	$2,464.35	$14,786.10		
Hydromulch Seeding (Perm)(Watering Included)	4,000.00	$0.84	$3,360.00		
Caliche 6" (New)	158.00	$66.50	$10,507.00		
Channel Excavation	7,175.00	$8.82	$63,283.50		
Cement Stabilized Backfill	762.00	$140.29	$106,900.98		
Trench Excavation Protection	127.00	$27.88	$3,540.76		
Barricades, Sign, & Traffic Handling	3.00	$947.97	$2,843.91		
Concrete Riprap (Ty "A")	266.00	$214.80	$57,136.80		
10'x10' Dual Concrete Box (Cast in Place)	254.00	$801.48	$203,575.92		
Concrete Headwalls W/ Wingwalls	2.00	$6,407.22	$12,814.44		
Concrete Collar	2.00	$2,964.53	$5,929.06		
Metal Beam Guard Fence (Remove & Install)	200.00	$14.50	$2,900.00		
Construct Gatewell Structure W/ Sluice Gate, Hatch, Ladder, & Apparatus (Cast in Place)	1.00	$215,552.56	$215,552.56		
Embankment	6,234.00	$5.58	$34,785.72		
18" Steel Pipe Sch 40 (W/ Manifold & Fittings)	80.00	$407.51	$32,600.80		
12" Steel Pipe Sch 40 (W/ Fittings) Suction	50.00	$410.19	$20,509.50		
4"x7' Steel Bollards (Concrete Filled)	4.00	$557.63	$2,230.52		
Construction Exists (Ty2)(Install)(Remove)	78.00	$10.04	$783.12		
Temp. Sediment Control Fence	460.00	$2.23	$1,025.80		
12" Pump	2.00	$30,916.07	$61,832.14		
			$916,512.02		

BID FORM

FOR

HIDALGO COUNTY: DRAINAGE STRUCTURE FOR DELTA AREA OUTFALL

HIDALGO COUNTY

TEXAS

ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF Addendum Number 1 for the:
Delta Area Outfall Drainage Improvements Project
Bid No.: 6536-91-0309-5100-UCP-EG

FIRM NAME: Tropical Contracting, LLC
NAME: Patricia Winters
TITLE: President
DATE: 3/28/11
ADDRESS: 6363 DE Zavala, STE 107
CITY/STATE/ZIP: San Antonio, TX, 78249
PHONE #: 210. 224-7920
EMAIL: pwinters@tropicalcontracting.com

If you should have any questions or concerns, please call Purchasing Division at (956) 318-2626 or (956) 457-1132.

If you do not receive all pages of ADDENDUM NO. 1 please notify us immediately at (956) 968-8800.

Diana R Serna
Diana Serna
UCP Director

BY: _____
ADDENDUM NO. 1
ACKNOWLEDGEMENT OF RECEIPT

Luis J. Nava P.E.
Luis J. Nava, P.E. 3/25/2011
Project Engineer

PROPOSAL

Place: San Antonio, TX

Date: 3-28-2011

Proposal of Tropical Contracting, LLC.

a Corporation organized and existing under the laws of the State of TEXAS.

OR

a Partnership or Individual doing business as

—o—

TO: HIDALGO COUNTY

Gentlemen:

The undersigned hereby proposes to furnish all labor and materials, tools, and necessary equipment, and to perform the work required for:

DRAINAGE STRUTURE FOR DELTA AREA OUTFALL

at the locations set out by the plans and specifications and in strict accordance with the contract documents for the following prices, to-wit:

HIDALGO COUNTY: DRAINAGE STRUCTURE FOR DELTA AREA OUTFALL

BASE BID

I	II	III	IV	V
BID ITEM	QTY & UNIT	DESCRIPTION	UNIT PRICE IN FIGURES	BID ITEM EXTENSION (QTY X UNIT PRICE IN FIGURES)
1	1 LS	MOBILIZATION	59,613.39	59,613.39
2	6 STA.	PREP. RIGHT OF WAY SECTION 311000	2,464.35	14,786.10
3	4,000 SY	HYDROMULCH SEEDING (PERM)(WATERING INCLUDED) SECTION 329210	0.84	3,360.—
4	158 CY	CALICHE 6" (NEW) SECTION 327140	66.50	10,507.00
6	7,175 CY	CHANNEL EXCAVATION SECTION 022060	8.82	63,283.50
7	762 CY	CEMENT STABILIZED BACKFILL SECTION 313210	140.29	106,900.98
8	127 LF	TRENCH EXCAVATION PROTECTION SECTION 022022	27.88	3,540.76
9	3 MO	BARRICADES, SIGNS, & TRAFFIC HANDLING SECTION 025802	947.97	2,843.91
10	266 CY	CONCRETE RIPRAP (TY "A") SECTION 313310	214.80	57,136.80
11	254 LF	10'X10' DUAL CONCRETE BOX (CAST IN PLACE) SECTION 027404	801.48	203,575.92
12	2 EA	CONCRETE HEADWALL W/ WINGWALLS SECTION 336320	6,407.22	12,814.44
13	2 EA	CONCRETE COLLAR SECTION 030020	2,964.53	5,929.06
14	200 LF	METAL BEAM GUARD FENCE (REMOVE & INSTALL) SECTION 055210	14.50	2,900
15	1 EA	CONSTRUCT GATEWELL STRUCTURE W/ SLUICE GATE, HATCH, LADDER & APPARATUS (CAST IN PLACE) SECTION 117100 & 116800	215,552.56	215,552.56
16	6234 CY	EMBANKMENT SECTION 313300	5.58	34,785.72
17	80 LF	18" STEEL PIPE SCH 40 PAINTED(OIL BASE)(W / MANIFOLD & FITTINGS)	407.51	32,600.80
18	50 LF	12" STEEL PIPE SCH 40 PAINTED(OIL BASE)(W/ FITTINGS) SUCTION	410.19	20,509.50
19	4 EA	4"X7' STEEL BOLLARD (CONCRETE FILLED)	557.63	2,230.52

20	78 SY	CONSTRUCTION EXITS (TY2)(INSTALL)(REMOVE) SECTION 015750	10.04	783.12
21	460 LF	TEMP SEDIMENT CONTROL FENCE SECTION 022420	2.23	1,025.80
22	2 EA	12" DIESEL PUMP SECTION 999999	30,916.00	61,832.14
			SUBTOTAL:	916,512.02
			TOTAL BASE BID:	916,512.02

OPENED
9:44
3-30-11
Witnessed

CERTIFICATION OF BIDDER REGARDING SECTION 3 AND SEGREGATED FACILTIES

Tropical Contracting, LLC
Name of Prime Contractor

Delta Area Outfall Drainage Improvement
Project Name & Number

The undersigned hereby certifies that

(a) Section 3 provisions are included in the Contract

(b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds $10,000).

(c) No segregated facilities will be maintained.

Name Patricia Winters - President
Name & Title of Signer (Print or Type)

Signature

3-28-2011
Date

§ 135.38 Section 3 clause.

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Certification Regarding Lobbying for
Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Patricia Winters of Tropical Courtesy, LLC certifies, to the best of its knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more that $100,000 for each such failure.

Signed: _____ Date: 3-28-2011

Title: President

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☑ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	☑ a. bid/offer/application b. initial award c. post-award	☐ a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier _____, *if known*: **Congressional District, *if known*:**	**Congressional District, *if known*:**
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*:	**9. Award Amount, *if known*:** $
10. a. Name and Address of Lobbying Entity (*if individual, last name, first name, MI*):	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*):

(attach Continuation Sheet(s) SF-LLLA, if necessary)

11. Amount of Payment (*check all that apply*):	13. Type of Payment (*check all that apply*):
$ _____ ☐ actual ☐ planned	☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify: _____
12. Form of Payment (*check all that apply*): ☐ a. cash ☐ b. in-kind; specify: nature _____ value _____	

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:

(attach Continuation Sheet(s) SF-LLLA, if necessary)

15. Continuation Sheet(s) SF-LLLA attached: ☐ Yes ☐ No

16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____
Print Name: Vincent Curtis
Title: President
Telephone No.: 2102247320 Date: 3-28-2011

Federal Use Only:

Authorized for Local Reproduction
Standard Form LLL (Rev. 7-97)

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

Name of Bidder: Tropical Contracting LLC Date Organized: 3-15-2000

Address: 6363 N E Zavala, Ste 107, SA, TX 78249 Date Incorporated 3-15-2000

Number of Years in contracting business under present name 11 yrs :

CONTRACTS ON HAND:

Contract	Amount $	Completion Date
See Attached list of current Projects		

Type of work performed by your company: Excavation, Site work, Concrete

Have you ever failed to complete any work awarded to you? NO

Have you ever defaulted on a contract? NO

List the projects most recently completed by your firm (include project of similar importance):

Project	Amount $	Mo/Yr Completed
See attached list of project History		

Major equipment available for this contract: See attached list of Equipment available

Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project.

Credit available: $ 250,000.- Bank reference: Frost Bank - Lynda Kohler 210-229-6614 Chase Bank - Chris Fotis 210 544-1684

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Hidalgo County in verification of the recitals comprising this Statement of Bidder's Qualifications.

Executed this 23 day of March, 19 2011

By:(signature) [signature] Title: President

(print name) Patricia Winters

CONTRACTOR CERTIFICATIONS

U.S. Department of Housing and Urban Development

CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS

INSTRUCTIONS

CERTIFICATION OF BIDDER REGARDING Executive Order 11246 and Federal Laws Requiring Federal Contractor to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices. This includes practices related to race, color, gender, religion, national origin, disability, and veterans' rights.

NAME AND ADDRESS OF BIDDER (include ZIP Code)

Tropical Contracting, LLC
6363 SE Loop 410, San Antonio, TX 78249

CERTIFICATION BY BIDDER

Bidder has participated in a previous contract or subcontract subject to Civil Rights Laws and Regulations.

☐ Yes ☒ No

The undersigned hereby certifies that:

☐ The Provision of Local Training, Employment, and Business Opportunities clause (Section 3 provision) is included in the Contract. A written Section 3 plan (Local Opportunity Plan) was prepared and submitted as part of the bid proceedings (if bid equals or exceeds $100,000).

☐ The Non Segregated Facilities clause (Section 109 provision) is included in the Contract. No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

☐ The Equal Employment Opportunity clause is included in the Contract (if bid equals or exceeds $10,000).

☐ The Affirmative Action for Handicapped Workers clause is included in the contract.

Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

☐ Yes ☒ No

Patricia Winters - President

NAME AND TITLE OF SIGNER (Please type)

SIGNATURE DATE

SECTION 504 CERTIFICATION

POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

The Tropical Contracting LLC does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its federally assisted programs or activities.

(Name) Patricia Winters

(Address) 6363 De Zavala Rd

San Antonio, TX 78249

City State Zip

Telephone Number (210) 224-7920 Voice
(210) 224-7924 TDD fax

has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's (HUD) regulations implementing Section 504 (24 CFR Part 8. dated June 2, 1988).

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CONTRACTOR'S CERTIFICATION

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO (appropriate recipient)	DATE 3/28/2011
	PROJECT NUMBER (if any)
C/O	PROJECT NAME

1. The undersigned, having executed a contract with _____ for the construction of the above-identified project, acknowledges that:

   (a) The Labor Standards provisions are included in the aforesaid contract,

   (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility.

2. He certifies that:

   (a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended.

   (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. He certifies that:

   (a) The legal name and the business address of the undersigned are:
   Tropical Contracting LLC
   6363 NE Loop 410, SA, TX 78249

   (b) The undersigned is:

(1) A SINGLE PROPRIETORSHIP — LLC	(3) A CORPORATION ORGANIZED IN THE STATE OF
(2) A PARTNERSHIP	(4) OTHER ORGANIZATION (Describe)

   (c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
Patricia Winters	President	6363 NE Loop 410, Ste 107, SA, TX 78249

(d) The names and addresses of all other persons having a substantial interest in the undersigned, and the nature of the interest are:

NAME	ADDRESS	NATURE OF INTEREST
N/A		

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are:

NAME	ADDRESS	TRADE CLASSIFICATION
N/A		

Tropical Contractors LLC
(Contractor)

Date 3-28-2011

By _____

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas

County of Hidalgo

Patricia Winters
Tropical Contracting LLC, being first duly sworn, deposes and says that:

(1) He is President of Tropical Contracting LLC the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the _____ (Local Public Agency) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) Patricia Winters
President
Title

Subscribed and sworn to me this 28th day of March, 2011.

By: Samantha R Valles
Notary Public

My commission expires April 22, 2013

SAMANTHA R. VALLES
Notary Public, State of Texas
My Commission Expires
April 22, 2013

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Tropical Contracting LLC

6363 DeZavala #107 San Antonio TX 78249

as Principal, hereinafter called the Principal, and Western Surety Company

P. O. Box 5077 Sioux Falls SD 57117-5077

a corporation duly organized under the laws of the State of SD

as Surety, hereinafter called the Surety, are held and firmly bound unto Hidalgo County Purchasing Department

2802 S. Business Highway 281 Edinburg TX 78539

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of the Greatest Amount Bid

Dollars ($ 5% G.A.B.),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Delta Outfall Drainage Improvements Project

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 30th day of March , 2011

Tropical Contracting LLC
(Principal) *(Seal)*

(Witness)

By:
(Title)

Western Surety Company
(Surety) *(Seal)*

Sylvia Thomas *(Witness)*

By:
Attorney-in-Fact Brent Baldwin *(Title)*

IMPORTANT NOTICE

TO OBTAIN INFORMATION OR TO MAKE A COMPLAINT

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, Texas 78714-9104
FAX No. (512) 475-1771

PREMIUM OR CLAIM DISPUTES

Should you have a dispute concerning your premium or about a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY

This notice is for information only and does not become a part or condition of the attached document.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

William D Baldwin, Michael B Hill, Brady K Cox, Brock Baldwin, Brent Baldwin, Individually

of Richardson, TX, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of snid Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 28th day of July, 2009.

WESTERN SURETY COMPANY

Paul T. Bruflat, Senior Vice President

State of South Dakota
County of Minnehaha } ss

On this 28th day of July, 2009, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
November 30, 2012

D. KRELL
SEAL NOTARY PUBLIC SEAL
SOUTH DAKOTA

D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 30th day of March, 2011.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-09-06

AI-26045 **14.F.**

Rescind action - Interlocal agreement

CC REGULAR

Date:	04/05/2011
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Candace Armenta
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

1. Commissioners' Court approved an Interlocal Agreement between Precinct No.3 and AGUA Special Utility District on 02/08/2011 to install water meters in Vallejo Subdivision in Penitas, Texas. Hidalgo County Urban County Program is requesting approval to rescind the action taken in Commissioners' Court approving this Interlocal Agreement.

2. Hidalgo County Precinct No. 3 requests approval from Hidalgo County Commissioners' Court to enter into a revised Interlocal Agreement with AGUA Special Utility District, a sole source provider, in the amount of $26,022.00 to install water meters in Vallejo Subdivision located off of Volcano Road in Precinct No.3, utilizing YR 18, 20 and 22 (2005, 2007 and 2009) UCP Water/Sewer Improvements funding.

BACKGROUND

A budget & program amendment to use Precinct No. 3 funds for the installation of water meters and septic tanks in Vallejo Subdivision was approved by Hidalgo County Commissioners' Court on 11/09/2010. The Interlocal Agreement approved on 02/08/2011 has since been revised to reflect the accurate funding years. With the approval of this revised Interlocal Agreement, UCP will pay AGUA for the construction and installation of water meters on six (6) lots in Vallejo Subdivision located on Volcano Road in Peñitas, Texas.

AGUA Interlocal: $26,022.00

Funds Available: $ 861.10 2005 Pct 3 Water/Sewer Improvements Line Item
$ 4,438.90 2007 Pct 3 Water/Sewer Improvements Line Item
$38,722.00 2009 Pct 3 Water/Sewer Improvements Line Item
$44,022.00

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County Year 18 (2005), Year 20 (2007) and Year 22 (2009) Pct. #3 Water/Sewer Improvement funds will be utilized to install water meters in Vallejo Subdivision located in Penitas.

Attachments

Link: agreement

Link: Exhibits

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	03/31/2011 07:02 AM	APRV
2	Perla Lopez	Perla Lopez	03/31/2011 08:40 AM	APRV
3	Auditor's Office		03/31/2011 04:00 PM	NEW

Form Started By: Estella Webber — Started On: 03/30/2011 03:05 PM

Final Approval Date: 03/31/2011

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN HIDALGO COUNTY
AND AGUA SPECIAL UTILITY DISTRICT

This Agreement is made on this the ____ day of _____, 2011, by and between the **AGUA SPECIAL UTILITY DISTRICT,** hereinafter referred to as "District", and the **COUNTY OF HIDALGO, TEXAS,** hereinafter referred to as "County," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, County is a political subdivision of the State of Texas;

WHEREAS, District is a utility district created under the laws of Texas;

WHEREAS, there is a Plat of a subdivision titled Vallejo Subdivision located on Volcano Road currently being reviewed and on file with the Hidalgo County Planning Department (Vallejo Subdivision");

WHEREAS, The County desires to contribute CDBG funds to AGUA for installation and connection of water meters the lots in Vallejo Subdivision located on Volcano Road in the rural area of Hidalgo County as described in Exhibit "A";

WHEREAS, County agrees it is in its best interest to provide such contribution to AGUA as described herein, and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Govt. Code 791.001 et esq., (the Act) which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act;

WHEREAS, AGUA and County are agreeable to these terms; and

WHEREAS, the funds will be used for the project as outlined in Exhibit "B";

NOW, THEREFORE, County and AGUA in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. County agrees to contribute CDBG funds allocated to Precinct No.3 in the sum of Twenty-Six Thousand and Twenty Two Dollars ($26,022.00) CDBG to AGUA for the construction and installation of water meters to six (6) lots in Vallejo Subdivision being all of the lots in Vallejo Subdivision located on Volcano Road in rural Hidalgo County (the "Meters").

2. Following the contribution of the CDBG funds to AGUA for construction and installation of the Meters as described in Exhibit "A", the parties agree that County will be released of any and all duties imposed by this Agreement.

3. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.

4. **Conflict of Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of their Agreement and any present of future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

5. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any provision hereof.

6. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement no specifically set forth herein. This Agreement may be modified or amendment only by agreement in writing executed by County and AGUA and not otherwise.

7. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS

8. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, and requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County:	Hidalgo County, Texas Attention: Ramon Garcia, County Judge P.O. Box 758 Edinburg, Texas 78540-0758
If to AGUA:	AGUA Special Utility District P.O. Box 4379 Mission, Texas 78573-0075
With copy to:	Joe Flores, Commissioner, Precinct No.3 724 North Breyfogle Mission, Texas 78572

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

9. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

10. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

11. **Assignment.** This Agreement shall not be assignable.

12. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

13. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

14. **Authority to Execute.** The execution and performance of this Agreement by County and the District have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and the District in accordance with its terms.

15. **Governmental Purpose.** Each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

16. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the

governing body of any party foes not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann §271.903.

17. The approval of this Interlocal Cooperation Agreement in accordance with Texas Government Code 791.014 is evidenced by Exhibit "B" attached herein.

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

AGUA SPECIAL UTILITY DISTRICT

By: _____
Francisco "Frank" Flores
It's: General Manager

HIDALGO COUNTY, TEXAS

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:
ATLAS & HALL, LLP

By: _____
Stephen L. Crain

EXHIBIT "A"
DESCRIPTION OF ACTIVITY

Construction and installation of water meters to all lots located in Vallejo Subdivision located on Volcano Road, a Plat of which is currently being reviewed and on file with the Hidalgo County Planning Department.

EXHIBIT "B"
BUDGET

Contribution of CDBG funds allocated to Precinct No.3 in an amount not to exceed $26,022.00 from Urban County Year 18, 20 and 22 (2005, 2007 and 2009) Water and Sewer Funds.

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project. County desires to contribute to CDBG funds to AGUA for installation and connection of water metes to six (6) lots in Vallejo Subdivision located on Volcano Road in the rural area of Hidalgo County (the "Project") through an Interlocal Cooperation Agreement to be entered into with Hidalgo County and AGUA Special Utility District.

By vote on this the _____ day of _____, 2011, the Hidalgo County Commissioners Court has approved the Project identified above.

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:
ATLAS & HALL, LLP

By: _____
Stephen L. Crain

AI-26039 **14.G.**

Resolution - Contract amendment (TDRA) projects

CC REGULAR

Date:	04/05/2011
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Ester Gonzalez
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Consideration and Approval of Resolution by Hidalgo County Commissioners' Court authorizing the submission of Contract Amendment Request No. #3 to Hidalgo County's Texas Department of Rural Affairs (TDRA) Contract No. DRS010068 to incorporate additional funding, in the amount of $1,135,408.39, for the Minnesota Drainage Improvements Project and authorize County Judge to sign contract amendment requests submitted to TDRA.

BACKGROUND

The Urban County Program has been coordinating with Hidalgo County Precinct No. 2 in an effort to submit an amendment request to TDRA to amend Contract No. DRS010068 and incorporate (1) the $600,000.00 relinquished by the City of San Juan (a request approved by the Texas Department of Rural Affairs and the Lower Rio Grande Development Council) to Hidalgo County, and (2) funding committed by Hidalgo County Pct. No. 2 ($535,408.39), for a total of $1,135,408.39 which will allow the County to make regional drainage improvements to an area where the City intended to apply the state awarded funds.

Fiscal Impact

Attachments

Link: amendment resolution

Link: Exhibit A

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	03/31/2011 07:02 AM	APRV
2	Perla Lopez	Perla Lopez	03/31/2011 08:47 AM	APRV
3	Auditor's Office		03/31/2011 04:00 PM	NEW

Form Started By: Estella Webber — Started On: 03/30/2011 02:24 PM

Final Approval Date: 03/31/2011

RESOLUTION

A RESOLUTION OF THE COMMISSIONER'S COURT OF THE COUNTY OF HIDALGO, TEXAS, AUTHORIZING THE SUBMISSION OF A CONTRACT AMENDMENT REQUEST FOR THE DISASTER RECOVERY FUND CONTRACT BETWEEN THE COUNTY OF HIDALGO AND THE TEXAS DEPARTMENT OF RURAL AFFAIRS (TDRA), CONTRACT NO. DRS010068.

WHEREAS, the County of Hidalgo desires to submit a contract amendment request to TDRA to amend Contract No. DRS010068 and increase the amount by $600,000.00. The City of San Juan ceded to County of Hidalgo Precinct No. 2 TDRA grant funds in the amount of $600,000.00 for drainage improvements; and

WHEREAS, County of Hidalgo Precinct No. 2 has committed $535,408.39 to complete the Minnesota Drainage Improvements as per TDRA Contract No. DRS010068; and

WHEREAS, the amendment request and total amount of funding to be committed towards drainage improvements and the completion of the project known as the Minnesota Drain is $1,135,408.39; and

WHEREAS, the County of Hidalgo, in conjunction with state awarded funding provided by the Texas Department of Rural Affairs Disaster Recovery Program will allow the County to make drainage improvements to an area encompassed by Raul Longoria Road on the West, Nolana Loop on the South, Owassa Road on the North, and Cesar Chavez Road on the East, (please see **Exhibit "A"** for project description, performance statement and statement of probable cost)

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSIONER'S COURT OF THE COUNTY OF HIDALGO, TEXAS:

That the Commissioner's Court authorizes (1) Hidalgo County Judge to execute all necessary documents as may be required by TDRA to initiate and process this contract amendment request, and (2) Urban County Program to administer and implement funds as per TDRA Contract No. DRS010068 (Minnesota Drain Project).

APPLICATION APPROVED THIS _____ DAY OF April, 2011.

_____
Honorable Ramon Garcia
Hidalgo County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk
Hidalgo County, Texas

EXHIBIT A

CONTRACT NO. DRS010165

PERFORMANCE STATEMENT

City of San Juan

Grantee shall carry out the following activities in the target area identified in its 2008 Texas CDBG Disaster Recovery Supplemental Grant application to aid areas most impacted and distressed by Hurricanes Ike or Dolly. The persons to benefit from the activities described in this Performance Statement must be receiving service or a benefit from the use of the new or improved facilities and activities for the contract obligations to be fulfilled. Grantee shall ensure that the amount of funds expended for each activity described does not exceed the amount specified for such activity in Exhibit B, Budget.

As a result of Hurricane Dolly on July 23, 2008, the city sustained flooding that resulted in drainage infrastructure failure. The existing storm sewer infrastructure failed to function because the current system was unable to convey the volume of water generated during Hurricane Dolly. The failure of the drainage system to function threatened the public health, safety, and welfare of all served by this facility due to flooding. The city is in need of adequately-sized drainage infrastructure to reduce flooding.

Flood and Drainage Facilities-5

Grantee shall furnish and install one hundred thirty eight linear feet (138 LF) of 3'x3' concrete box culvert, one hundred fifty six linear feet (156 LF) of 7'x5' concrete box culvert, one hundred fifty six linear feet (156 LF) of 7'x6' concrete box culvert, two thousand seven hundred fourteen linear feet (2,714 LF) of 42" diameter reinforced concrete pipe culvert, four hundred forty eight linear feet (448 LF) of 36" diameter concrete pipe culvert, six hundred nineteen linear feet (619 LF) of 30" diameter concrete pipe culvert, six hundred two linear feet (602 LF) of 24" diameter concrete pipe culvert, three hundred ninety two linear feet (392 LF) of 18" diameter concrete pipe culvert, four each (4 EA) manholes, eleven each (11 EA) grate inlets, seventy seven cubic yards (77 CY) of concrete riprap, five each (5 EA) concrete wingwalls, and excavate/fill eighty five thousand three hundred fourteen cubic yards (85,314 CY) of earthwork. , Grantee shall perform street repairs, make utility adjustments, and perform site work associated with construction. Construction shall take place at the following locations:

On Jenica Circle at culdesac on southwest of Primavera No. 2 Subdivision
At Sunset Drive at cul-de-sac
Along Minnesota Road south roadside ditch in front of Primavera No. 2 Subdivision
Along easement west of Primavera No. 2 Subdivision
Across Minnesota Road
Along existing ditch north of Minnesota Road and east of Aldamas Subdivisions
Along existing ditch north of Primavera No. 1 Subdivision running east to existing outfall ditch

Deleted: one (1) headwall at main ditch, two thousand nine hundred linear feet (2,900 L.f.) of fifty-four inch (54 in.) diameter reinforced concrete pipe (RCP), one thousand six hundred fifty linear feet (1,650 L.f.) of forty-eight inch (48 in.) diameter RCP, one thousand four hundred linear feet (1,400 L.f.) of forty two inch (42 in.) diameter RCP, four hundred linear feet (400 L.f.) of twenty-four inch (24 in.) diameter RCP, seven (7) manholes (Type M), and eight (8) drainage inlets

Deleted: STREET

Deleted: FROM

Deleted: TO

Deleted: Sunset Drive

Deleted: end of cul-de-sac

Deleted: collector (new easement)

Deleted: Jenica Street

Deleted: curb inlet on Jenica Street

Deleted: collector south of Earling Road

Deleted: Jesenia Street

Deleted: 41st Street

Deleted: collector south of Earling Road

Deleted: 41st Street

Deleted: Jesenia Street

Deleted: Jenica Street

Proposed improvements will increase the capacity of the existing storm sewer, existing drain ditch and reduce flooding.

These activities shall benefit six hundred ninety-three (693) persons, of which six hundred twenty-four (624), or eighty-nine percent (89%), are of low to moderate income.

Deleted: Jenica Circle West
Deleted: Jenica Circle
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Deleted: Jacobo Street
Deleted: Jenica Circle West
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Deleted: Jenica Circle East
Deleted: Jacobo Street
Deleted: Jenica Circle

Acquisitions-24

Grantee shall acquire real property as needed to accommodate drainage improvements. Grantee shall carry out all acquisitions of needed real property, easements, and/or rights-of-way in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 *et seq.)* and HUD implementing regulations (24 CFR Part 42).

Engineering-3 0

Grantee shall ensure the amount of TDRA funds expended for all eligible project-related engineering services, including preliminary and final design plans and specifications, all interim and final inspections, and all special services, does not exceed the amount specified for engineering in Exhibit B, Budget.

Planning I Project Delivery-33

Grantee shall ensure the amount of TDRA funds expended for all eligible project-related "planning / project delivery" administration activities, including the required annual program compliance and fiscal audit, does not exceed the amount specified for Planning / Project Delivery in Exhibit B, Budget.

AI-26038 **14.H.**

Street Improvements - City of Penitas

CC REGULAR

Date:	04/05/2011
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Candace Armenta
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Urban County Program is requesting consideration and approval to return City of Penitas funds in the amount of $38,056.99 that was originally set aside for the construction contract with Total Commitment for the Street Improvements on Barcelona and Espanola Heights.

BACKGROUND

A budget amendment to increase funding in the amount of $67,292.93 for Street Improvements on Barcelona and Espanola Heights was approved on 1/25/11, utilizing Year 22 (2009) CDBG funds.

Previous Funds Available:
$ 1,537.63 Year 17 (2004) Peñitas Street Improvements funds
$ 30,000.00 Year 18 (2005) Peñitas Street Improvements funds
$ 5,000.00 Year 20 (2007) Peñitas Street Improvements funds
$ 58,197.88 Year 21 (2008) Peñitas Street Improvements funds
$225,000.00 Year 22 (2009) Peñitas Street Improvements funds
$ 38,056.99 City of Penitas Funding
$357,792.50 Total

Revised Funds Available:
$ 1,537.63 Year 17 (2004) Peñitas Street Improvements funds
$ 30,000.00 Year 18 (2005) Peñitas Street Improvements funds
$ 5,000.00 Year 20 (2007) Peñitas Street Improvements funds
$ 58,197.88 Year 21 (2008) Peñitas Street Improvements funds
$292,292.93 Year 22 (2009) Peñitas Street Improvements funds
$387,028.44 Total

Fiscal Impact

Attachments

Link: City of Penitas Letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	03/31/2011 07:02 AM	APRV
2	Perla Lopez	Perla Lopez	03/31/2011 09:29 AM	APRV
3	Auditor's Office		03/31/2011 04:00 PM	NEW

Form Started By: Estella Webber

Started On: 03/30/2011 01:54 PM

Final Approval Date: 03/31/2011

CITY OF PEÑITAS

Mayor Marcos Ochoa
Mayor Pro-Tem Patricia A. Cardenas
Alderman Tomas Cedillo
Alderman Jose Gonzalez
Alderman Antonio Flores Jr.
Alderman Jesus A. Avendaño
City Administrator Noe Cavazos
City Secretary Ana Cantu

March 31, 2011

Ms. Diana Serna, Director
Hidalgo County Urban County Program
1916 Tesoro Blvd.
Pharr,TX 78577

Re: Request for Reimbursement

Dear Ms. Serna:

The City of Penitas would like to request a full reimbursement of the amount that was paid by the City of Penitas as part of the Barcelona/Espanola Heights Improvement Project. The amount of reimbursement will be $38,056.99.

Please feel free to contact me with any questions or concerns at (956)581-3345. Thank you for your assistance in this matter.

Sincerely,

Noe Cavazos
City Administrator
City of Penitas

*P.O. Box 204 Peñitas,TX 78576 *Phone:(956)581-3345 *Fax: (956)581-3346 *E-mail: cityofpenitas@hotmail.com*
"The City of Penitas is an equal opportunity employer and provider"

AI-26023 **14.I.**

Engineering service contract - City of Alton (street improvements)

CC REGULAR

Date:	04/05/2011
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Monica Leal
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

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

2. Presentation of the scoring grid for the purposes of ranking by CC of at least three (3) engineering firms from the County's approved "pool" as graded and evaluated by the City of Alton, Urban County Program and Hidalgo County Purchasing Department in connection with and funded through Hidalgo County Urban County Program Years 22 & 23 (2009 & 2010) City of Alton - Street Improvements.

FIRM	GRADE	RANK
LeFEVRE Environmental & Management Consulting	92.33	
Rodriguez Engineering	87.33	
MGE Civil Engineering	86.00	

3. Authority to negotiate a professional engineering service contract with the No. 1 ranked firm of _____ for an Urban County Program Street Improvements project in the
City of Alton.

BACKGROUND

The three (3) firms rated from the County's approved "pool" are LeFEVRE Environmental & Management Consulting, Rodriguez Engineering and MGE Civil Engineering for the City of Alton - Street Improvements. (Attached see grading grid for your review).

Funds Available: $ 366,134.11

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County funds will be utilized for this project.

Attachments

Link: grid

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/30/2011 10:06 AM	APRV
2	Manuel Chapa	Manuel Chapa	03/30/2011 01:02 PM	APRV
3	Auditor's Office		03/31/2011 04:00 PM	NEW

Form Started By: Estella Webber

Started On: 03/30/2011 09:44 AM

Final Approval Date: 03/31/2011

City of Alton
Engineering Services
Street Improvements
Year 22 & 23 (2009 & 2010)
Grading-Ranking Grid

Criteria	LeFEVRE Environmental & Management Consulting			Rodriguez Engineering			MGE Civil Engineering		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Team	20	20	15	20	20	18	20	20	20
Experience of Project Team	25	23	20	20	23	20	20	22	15
Experience/ Availability of Project Manager	20	18	18	20	16	15	20	15	15
Understanding of Project	25	23	20	20	22	18	20	21	25
Familiarity with Applicable Rules & Regulations	10	10	10	10	10	10	5	10	10
TOTALS	100	94	83	90	91	81	85	88	85
AVERAGES	277÷3= 92.33%			262÷3= 87.33%			258÷3= 86%		

AI-26003 **14.J.**

National Development Council (NDC) Contract

CC REGULAR

Date:	04/05/2011
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Michelle Mendoza
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Requesting approval to enter into contract with the National Development Council (NDC) for the purpose of obtaining Direct Technical Assistance for the Neighborhood Stabilization Program (NSP) at no cost to the County.

BACKGROUND

The US Department of Housing and Urban Development (HUD) selected the NDC to assist NSP recipients with Direct Technical Assistance in implementing their programs. The NDC, in conjunction with HUD, has selected the UCP to receive direct technical assistance due to the undertaking of a land bank activity. On March 24, 2011 the Urban County Program received a request to enter into a contract for Direct Technical Assistance that will be provided by the NDC as authorized by HUD.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Direct Technical Assistance for the Neighborhood Stabilization Program (NSP) at no cost to the County.

Attachments

Link: agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/30/2011 08:32 AM	APRV
2	Manuel Chapa	Manuel Chapa	03/30/2011 10:31 AM	APRV
3	Auditor's Office		03/31/2011 04:00 PM	NEW

Form Started By: Estella Webber — Started On: 03/29/2011 03:46 PM

Final Approval Date: 03/31/2011

NSP TA AGREEMENT

DATE: MARCH 16, 2011
TA RECIPIENT: HIDALGO COUNTY, TEXAS DIRECT TA
WORK PLAN NUMBER: National Development Council - 042

1. TA RECIPIENT INFORMATION

Grantee	Hidalgo County, Texas
Grantee NSP Grant Number	B-08-UN-48-0501
Grantee DUNS #	103110834
TA Recipient Organization	Hidalgo County, Texas
TA Recipient NUNS #	103110834
Contact Person	Diana R. Serna
Contact Address	1916 Tesoro Blvd, Pharr Texas 78577
Contact Phone	956-787-8127
Contact Email	drserna@bizrgv.rr.com
Recipient Authorized Official	Ramon Garcia, County Judge
HUD FO Contact Person	Elva F. Garcia
HUD FO Contact Phone	210-475-6820
HUD FO Contact E-Mail	Elva.f.garcia@hud.gov

2. TA PROVIDER INFORMATION

TA Point of Contact Name	Raquel Favela
Point of Contact Organization	National Development Council
Contact Address	2638 Grayson Way San Antonio Texas 78232
Contact Phone	(210) 215-0707
Contact Email	rfavela@nationaldevelopmentcouncil.org

3. PERIOD OF PERFORMANCE

From:	March 28, 2011	***To:***	June 28, 2011

4. TA PROVIDER STAFF

Lead Provider:	Raquel Favela	***Firm:***	NDC
Team Member:	Elizabeth Au	***Firm:***	NDC
Team Member:	Jennie Vertrees	***Firm:***	NDC
Team Member:	John Downs	***Firm:***	NDC
Team Member:	Maggie McCullough	***Firm:***	TRF
Team Member:	Colby Daley	***Firm:***	NCB Capital Impact
Team Member:	Matt Perrenod	***Firm:***	HPN
Team Member:	Jodi Gingiss	***Firm:***	Mercy Portfolio
Team Member:		***Firm:***	
Team Member:		***Firm:***	
Team Member:		***Firm:***	

5. TA SCOPE OF WORK

The Hidalgo County, Texas Urban County Program received an NSP I Award of $2,867,057 and an NSP 3 Award of $1,716,924. The Grantee is currently deploying it's NSP funding utilizing the following eligible activities: (a) financing mechanisms for the purchase and redevelopment of foreclosed homes and residential properties, (b) purchase and rehabilitation of homes and residential properties abandoned or foreclosed, (c) demolition of blighted structures, (d) redevelopment of demolished or vacant properties, and (e) administration and planning costs and (f) land banking. The Land Banking activity is new to the grantee Affordable Homes of South Texas, Inc. (AHSTI) and an area where TA may be needed. In addition, AHSTI is also undertaking the acquisition, rehab for resale activities and appears to be on track with performance measures. The other Community-Based Development Organization (CBDO), Proyecto Azteca, is undertaking redevelopment activities that include the purchase of vacant lots as well as foreclosed, vacant lots for the purpose of new construction for families under 50% AMI.

The NSP TA Providers will undertake the following tasks as part of the Technical Assistance:

- Monthly site visits should begin immediately for the first three to four months and should be about two to three days in length. The top priority should be to assist AHSTI and Hidalgo County with establishing a proper land bank, operating procedures and land bank plan with a corresponding public hearing process and financing plan. In addition to assistance with land banking activities, the initial visits should include the development of a recordkeeping system for the grantee that interfaces with the recordkeeping system and will meet monitoring requirements.
- In addition to the monthly site visits, we recommend training to further expand the Grantee's and their sub recipients' capacity on financing of for-sale housing. NDC offers its Homeownership Development Finance course which focuses on developing for-sale housing. This training includes development of pro-formas, profit and loss statements and underwriting of homebuyers. This will provide the grantee with an understanding of the relationship between absorption rates and construction costs so that they can adjust their projections and the amount of subsidy available for the development and the buyers.

Remote technical assistance is recommended to allow the provider to answer questions as they arise and develop due diligence documents for the Grantee and sub recipients particularly in the areas of acquisition and disposition requirements. This would comprise of approximately 2 – 4 days of off- site work per month

6. TA SCHEDULE

Milestone:	Review TA with HUD SA Field Office	***Date***	Within 5 business days of assignment
Milestone:	Contact Grantee and draft and execute TA Agreement	***Date***	Within 5 business days of assignment
Milestone:	Initial site visit to Hidalgo County Urban County Program – review land bank creation process, review of property inventory and evaluate re-classification of eligible uses, customize templates for single family transactions (acquisition and disposition), schedule logistics for underwriting training w/ other federal requirements (Section 3, Environmental Reviews, appraisals)	***Date***	Within two weeks of approval of workplan
Milestone:	Hold 5 day underwriting training (pro-formas, profit and loss, cash flow statement, long-term affordability, qualifying buyers)	***Date***	Within 45 days of approval of TA work plan
Milestone:	Site visit to review of recordkeeping and portfolio management systems to ensure compliance with NSP requirements	***Date***	Within two weeks of completion of training
Milestone:	Remote TA to review templates developed as a result of training and recordkeeping TA	***Date***	Within one week of recordkeeping & portfolio management systems site visit
Milestone:	Ongoing remote TA (i.e. phone calls & with grantees / sub-recipients	***Date***	Ongoing for up to 90-days after approval of

			workplan
Milestone:	Final TA report write up	***Date***	Within 10 business days after expiration of workplan
Milestone:			
Milestone:			

7. HOURS – The total estimated hours for the TA activity listed above are: 568

8. TA RECIPIENT ROLES

- Coordinate staff and subrecipient schedules during the initial visit and subsequent by-weekly site visits.
- Assist in the review and revision of all necessary documents including but not limited to partner agreements, NSP Grantee manual and NSP policies and procedures.
- Assist in finalizing program design and development of acquisition program.
- Facilitate discussions between subrecipients and TA providers if any programmatic obstacles arise including but not limited to acquisition based obstacles and program management.

9. TA ACCOMPLISHMENTS

Grantee & Subrecipients' Understanding of single family development finance to include:	√
Development of profit & loss	√
Development of cash flow statement	√
Qualifying buyers	√
Grantee & Subrecipients' Understanding of the impact of market changes, sales price adjustments, construction timelines, etc. on plan of finance for development.	√
Grantee & Subrecipients' Understanding of the difference between development subsidy & buyer subsidy	√
Grantee & Subrecipients' Understanding of requirements and tools for ensuring long term affordability	√
Grantee & Subrecipients' Establishment of land bank	√

10. AGREEMENT

TA RECIPIENT -- NAME: Hidalgo County Judge, Ramon Garcia	DATE

TA PROVIDER – NAME: Raquel Favela	DATE

HUD – NAME:	DATE

AI-26000 **14.K.**

Fire Station equipment purchase - City of La Joya

CC REGULAR

Date:	04/05/2011
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Candace Armenta
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Urban County Program on behalf of the City of La Joya is requesting authority to purchase fire protection equipment through Hidalgo County's membership and participation with Buy Board (Texas Association of School Boards) approved vendor Dooley Tackaberry (contract # 284-08) in the amount of $32,838.05 (quote attached hereto) to include shipping fees. City of La Joya UCP Year 21, 22 & 23 (2008, 2009 & 2010) Fire Station Equipment funds will be utilized.

BACKGROUND

The fire protection equipment, to include wildland gear and bunker gear will be purchased for use in the city limits of La Joya and surrounding areas. Payment in the amount of $32,838.05 will include warranties, customer assistance, delivery, and co-op fees. Delivery is expected within 30-60 days.

Vendor:	Dooley Tackaberry	
Purchase Amount:	$32,838.05	
Funds Available:	$ 5,000.00	Year 21 (2008) Fire Station Equipment funds
	$ 2,956.10	Year 22 (2009) Fire Station Equipment funds
	$ 25,000.00	Year 23 (2010) Fire Station Equipment funds
	$ 32,956.10	Total

Fiscal Impact

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

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

BUDGETARY IMPACT:

City of La Joya UCP Year 21, 22 & 23 (2008, 2009 & 2010) Fire Station Equipment funds will be utilized.

Vendor:	Dooley Tackaberry	
Purchase Amount:	$ 32,838.05	
Funds Available:	$ 5,000.00	Year 21 (2008) Fire Station Equipment funds
	$ 2,956.10	Year 22 (2009) Fire Station Equipment funds
	$ 25,000.00	Year 23 (2010) Fire Station Equipment funds

$ 32,956.10 Total

Attachments

Link: equipment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/30/2011 12:03 PM	APRV
2	Manuel Chapa	Manuel Chapa	03/30/2011 01:35 PM	APRV
3	Auditor's Office		03/31/2011 04:00 PM	NEW

Form Started By: Estella Webber Started On: 03/29/2011 02:59 PM

Final Approval Date: 03/31/2011

City of La Joya

"Jewel of the Valley"

March 25, 2011

Urban County Program
Attn: Candace J. Armenta, Program Coordinator I
1916 Tesoro Blvd.
Pharr, Texas 787577

RE: La Joya Fire Department Equipment

Dear Ms. Armenta:

The City of La Joya is requesting for Urban County Program to approve the purchase of equipment for La Joya Fire Department. I have attached a signed copy of the Price Proposal for your records.

If you should require additional information or have any concerns regarding this matter, please contact us at 956-580-7001.

Sincerely,

Mike Alaniz, City Administrator

MA/jrs

Cc: Mayor William "Billy" Leo & Board of Alderman
Rosie Trevino, Finance Director
Diana Serna, UCP Director

25 2011

COUNTY OF HIDALGO - URBAN COUNTY PROGRAM
Price Proposal Form

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

Name of Cooperative: Buy Board **Person Contacted:** Austin Liberato

Purchase #1 **Vendor Name:** Dooley Tackaberry **Contract No. :** 284-08 **Phone:** 713-427-3932

Quantity	Description of Items	Price per Unit	Total Amount
16	F-WJC500T Morning Pride Wildland Jacket (Lime/Yellow Trim)	$137.00	$2,192.00
16	WPC500-L Morning Pride Wildland Pant	$119.00	$1,904.00
16	FH911HR-YL Bullard Wildland Helmet (Yellow)	$33.75	$540.00
16	WFB Bullard Wildfire Goggle	$30.00	$480.00
16	R721YLW Bullard Ear/Neck Protector (Yellow)	$22.70	$363.20
16	2533-L Shelby Glove (Pigskin)	$26.00	$416.00
16	804-6379-SPL Thorogood Hell Fire Wildland Boot	$182.65	$2,922.40
7	44500 Streamlight Flashlight (120V w/ Shoulder Strap and Charging Rack)	$113.15	$792.05
5	SPBP FHU Brush Pump (soft-pak 5 gallon)	$144.00	$720.00
5	FR-60F Akron Fire Rake w/ 60" Fiberglass Handle	$43.65	$218.25
5	FB-60F Akron Fire Swatter w/ 60" Fiberglass Handle	$47.20	$236.00
5	AS-27D Akron Shovel Scoop (Steel w/ 27" Fiberglass Rod and D- Handle)	$46.00	$230.00
5	WPL-4 Akron Axe (Pulaski 3 3/4lb, 36" Hickory Handle)	$43.05	$215.25
13	INNO5222-Set Innotex Bunker Gear Stock Set	$1,235.00	$16,055.00
13	804-6369 Thorogood Helt Fire	$199.40	$2,592.20
3	No.1700 Akron Nozzle	$382.90	$1,148.70
16	DTI No.PACIII-Nomex-Black Hood Pac	$31.00	$496.00
24	SW152PCCI Jackson Eyewear	$5.50	$132.00
10	DTI No. 200-RD Bag Bunker Gear (Red w/ mesh top)	$40.00	$400.00
2	10-97058 Bolt Cutter 36"	$79.00	$158.00

4	CC-10 FHU Cable Cutter 10"	$14.00	$56.00
1	10-97061 Wehr Engineering Glass Master Glass Removal Tool	$185.00	$185.00
2	10-97015 Akron Axe, Pick Head, 6 lb	$43.00	$86.00
1	Outbound Freight		$300.00

TOTAL:	$32,838.05

Recommendation: _____

Requested by: _____ Date 03-25-11 **UCP Approval:** _____ Date 3/29/11

DOOLEY TACKABERRY

Houston Corporate Headquarters
1515 W. 13th Street, P.O. Box 9700
Deer Park, Texas 77536 USA
PHONE: 281.479.9700 FAX: 281.479.6321
TOLL FREE: 800.833.0247 FAX: 800.282.4365

QUOTATION

DATE: 03/24/11
OUR REFERENCE:
921997
YOUR REFERENCE:
WILDLAND GEAR/EQUIP

SLSM: 108

Ship to:
LA JOYA FIRE DEPARTMENT
, TX

Bill to: *04840
LA JOYA FIRE DEPARTMENT
, TX

Attention: CHIEF ROBERT FLORES

ITEM	QTY	PART NUMBER AND DESCRIPTION COUNTRY AND SCHEDULE B	UNIT PRICE	U/M	EXTENSION
1	16	MORNING PRIDE NO. F-WJC500T JACKET, WILDLAND, 9OZ INDURA COTTON, LIME/YELLOW TRIM ((SPECIFY SIZING WHEN PLACING ORDER))	137.00	EA	$2,192.00
2	16	MORNING PRIDE NO. WPC500-L PANTS, WILDLAND, INDURA COTTON DELUXE, SZ LG, NUM. ADDITIONS ((SPECIFY SIZING WHEN PLACING ORDER))	119.00	EA	$1,904.00
3	16	BULLARD NO. FH911HR-YL HELMET, WILDLAND, FULL BRIM, RATCHET SUSPENSION, YELLOW	33.75	EA	$540.00
4	16	BULLARD NO. WFB GOGGLE, ESS, WILDFIRE, ANTI FOG/SCRATCH	30.00	EA	$480.00
5	16	BULLARD NO. R721YLW EAR/NECK PROTECTOR, RIP-STOP NOMEX, F/PX HELMET, YELLOW	22.70	EA	$363.20
6	16	SHELBY NO. 2533-L GLOVE, EXTRICATION/RESCUE, 3OZ BRUSHED PIGSKIN, LARGE ((SPECIFY SIZING WHEN PLACING ORDER))	26.00	PR	$416.00

Terms: NET 30 DAYS W/APPROVED CREDIT
Shipping Terms: FOB-DESTINATION
Prices Firm: 04/17/11
Ship Via: BEST WAY
Freight Terms: PREPAID
Shipment:

MERCHANDISE TOTAL	SALES TAX	QUOTE TOTAL USD
32,838.05	0.00	32,838.05

DOOLEY TACKABERRY

By _____
AUSTIN LIBERATO

PLEASE NOTE: WE RESERVE THE RIGHT TO DENY PAYMENT BY CREDIT CARD

DOOLEY TACKABERRY

Fire & Safety - Equipment/Service/Systems

DATE: 03/24/11
OUR REFERENCE:
921997
YOUR REFERENCE:
WILDLAND GEAR/EQUIP

LA JOYA FIRE DEPARTMENT

Quotation
Continued

ITEM	QTY	PART NUMBER AND DESCRIPTION	UNIT PRICE	U/M	EXTENSION
7	16	THOROGOOD HELL FIRE NO. 804-6379-SPL BOOT 8" POWER EMS WILDLAND	182.65	PR	$2,922.40
8	7	STREAMLIGHT FLASHLIGHTS NO. 44500 LIGHT VULCAN 120V W/ SHOULDER STRAP AND CHARGING RACK ORANGE	113.15	EA	$792.05
9	5	FHU NO. SPBP BRUSH PUMP, SOFT-PAK 5 GALLON	144.00	EA	$720.00
10	5	AKRON NO. FR-60F FIRE RAKE W/60" FIBERGLASS HANDLE	43.65	EA	$218.25
11	5	AKRON NO. FB-60F FIRE SWATTER, 60" FIBERGLASS HANDLE	47.20	EA	$236.00
12	5	AKRON NO. AS-27D SHOVEL SCOOP (STEEL) WITH 27" FIBERGLASS ROD AND D-HANDLE	46.00	EA	$230.00
13	5	AKRON NO. WPL-4 AXE, PULASKI, 3 3/4 LB, 36" HICKORY HANDLE	43.05	EA	$215.25
14	13	INNOTEX NO. INNO5222-SET BUNKER GEAR STOCK SET KEVLAR/ NOMEX IIIA/RT7100/XTRA-LITE ((SPECIFY SIZING WHEN PLACING ORDER))	1,235.00	SET	$16,055.00
15	13	THOROGOOD HELL FIRE NO. 804-6369 BOOT FIRE LEATHER 14" BPR BUNKER HI-VIS 3M S/L PIPING ((SPECIFY SIZES WHEN PLACING ORDER))	199.40	PR	$2,592.20
16	3	AKRON NO. 1700 NOZZLE, AUSSIE BUSH NOZZLE, 1", 8-15-30 GPM,	382.90	EA	$1,148.70
17	16	DTI NO. PACIII-NOMEX-BLACK HOOD PAC III 21" NOMEX BLACK 2-PLY FULL DRAPE	31.00	EA	$496.00
18	24	JACKSON NO. SW152PCCI EYEWEAR, MAGNUM, CLEAR LENS, 12/BOX, 300/CS ((MUST ORDER BY THE DOZEN))	5.50	EA	$132.00

DOOLEY TACKABERRY

Fire & Safety - Equipment/Service/Systems

DATE: 03/24/11
OUR REFERENCE:
921997
YOUR REFERENCE:
WILDLAND GEAR/EQUIP

LA JOYA FIRE DEPARTMENT

Quotation
Continued

ITEM	QTY	PART NUMBER AND DESCRIPTION	UNIT PRICE	U/M	EXTENSION
19	10	DTI NO. 200-RD BAG BUNKER GEAR RED LARGE W/MESH TOP 17W x 18T x 27L NO POCKETS	40.00	EA	$400.00
20	2	FHU NO. 10-97058 BOLT CUTTER, 36" HEAVY DUTY W/CELTEX GRIPS	79.00	EA	$158.00
21	4	FHU NO. CC-10 CABLE CUTTER 10"	14.00	EA	$56.00
22	1	WEHR ENGINEERING NO. 10-97061 GLAS-MASTER GLASS REMOVAL TOOL WITH CENTER PUNCH	185.00	EA	$185.00
23	2	AKRON NO. 10-97015 AXE, PICK HEAD, 6 LB, 36" HICKORY HANDLE, WP-6 SCHEDULE B# 8201.40.0000	43.00	EA	$86.00
24	1	TASB NO. BUYBOARD FEE BUYBOARD ORDER BUYBOARD CONTRACT # 284-08	0.00	EA	$0.00
		OUTBOUND FREIGHT*			300.00

AI-25980 **15.A.**

McAllen Independent School District - Full Contract

CC REGULAR

Date:	04/05/2011
Submitted By:	Amanda Valdez, ELECTIONS DEPT.
Submitted For:	Yvonne Ramon
Department:	ELECTIONS DEPT.
Agenda Category:	Elections Administration **Sub-category:** Elections

Information

CAPTION

Approval of Full Contract for Election Services between Hidalgo County and McAllen Independent School District for their election to be held on May 14, 2011

BACKGROUND

Three (3) originals of Contract for Election Services

Fiscal Impact

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

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to Elections Department).

**Cost Estimate attached

Attachments

Link: McAllen ISD - 2011

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvonne Ramon	Angela Garcia	03/31/2011 09:23 AM	APRV
2	Roland Garcia	Rolando Garcia	03/31/2011 09:55 AM	APRV
3	Budget & Management	Angela Garcia	03/31/2011 10:14 AM	APRV
4	Auditor's Office		03/31/2011 04:00 PM	NEW

Form Started By: Amanda Valdez — Started On: 03/28/2011 04:01 PM

Final Approval Date: 03/31/2011

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and MCALLEN INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on May 14, 2011.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the May 14, 2011, election of the ENTITY (the "Election"); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the County agrees to perform election services for the ENTITY; and

WHEREAS, pursuant to Section 271.002(a) of the Texas Election Code that authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, the ENTITY and the CITY OF MCALLEN agree to conduct early voting jointly at common polling places in this election;

WHEREAS, pursuant to Sections 271.003 (a) (b) the location of a common polling place may be used in a joint election, where the voters of a particular precinct or political subdivision may be served in a joint election by common polling places located outside the boundary of the precinct or political subdivision if the location can adequately and conveniently serve the affected voters and if it will facilitate the orderly conduct of the election.

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article V1 hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on May 14, 2011, and any Runoff, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, program and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Procure, provide, prepare and program an Electronic Poll Book(s) per polling location with the Voter Registration Database. This includes laptop(s), insurance, and delivery fee, as well as supplies such as, but not limited to, labels and printer.

(C) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(D) Provide training for Judges/Clerks;

(E) Prepare, distribute, and publicize all notices and newspaper advertisements;

(F) Procure, provide, prepare, and distribute all necessary election supplies, including:
1) Ballots (preparation and distribution only);
2) Election kits; and
3) Ballot boxes and voting booths

(G) Procure early voting polling places and election day polling places, as ordered;

(H) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(I) Notify the election judges of the date, time and place of the election;

(J) Procure and pay election judges and clerks for early voting and election day voting;

(K) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY;

(L) Procure and pay Ballot Board members ;

(M) Provide information for election officers;

(N) Prepare U.S. Department of Justice pre-clearance for the election;

(O) Prepare any submission of voting changes to be submitted to the U. S. Department of Justice under the Federal Voting Rights Act of 1965, as amended for the election;

(P) Provide such incidental related services as may be necessary to effect the election;

(Q) Serve as the Early Voting Clerk; and

(R) Establish a Central Counting Station for the purpose of tabulating ballots.

2.02 The ENTITY shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the County, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay the cost of judges and election workers directly from payment vouchers submitted by the County Elections Administrator at the rate of $9.00 per hour for Election Judges and $8.00 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election;

(C) Reimburse the County for liability insurance coverage for election workers employed for both Early Voting and General Election;

(D) Tabulate the Election results for canvassing by the ENTITY'S governing body;

(E) As stated in Section 31.096 of the Texas Election Code, this Contract may not change:

> (1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority to serve as custodian of voted ballots or other election records, except that the contract may provide that the County Election Officer will be the custodian of voted ballots. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots.

(F) The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

(G) The County shall file copies of this Contract with the County Treasurer and the County Auditor; and

(H) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses

directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY no sooner than ten (10) days after the Election and/or as soon as all invoices from third party vendors are received.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the ENTITY, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003, or canvassing election results.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01iVotronic Voting Machines:

A. One base charge of $150.00 for Programming iVotronic ballot for voting machines;
B. Third Party charge for delivery and pick-up fee for Ivotronics for Early Voting and Election Day to include fuel charge;
C. A $10.00 recording fee for English and Spanish Audio Files for each Contest, or Office, or Proposition questions;
D. A $10.00 recording fee for English and Spanish Audio Files for each Contest, or Office, or Proposition answers;
E. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.; and
F. The amount of $150.00 leasing fee for <u>each</u> iVotronic and $150.00 leasing fee for each ADA iVotronic.
G. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:

A. Database access at $100.00 per day;
B. Laptop rental, insurance and delivery fee of $150.00 per location;
C. Printer label fee of $.03 per label (price subject to change);
D. Creation of separate Username and password for each polling location at $20.00 per location;
E. No charge for the use of magnetic card swipes, bar code scanners and Dymo printers; and

6.03 Mail-in ballot supplies, including applications, paper ballots, envelopes and postage at price set by third party vendors at time of election;

6.04 Training of Judges and Clerks at $7.00 per hour per person;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements;

6.06 Fee for Early Voting and General Election Combination forms, maps and election kits at fee set by third party vendor at the time of the election. No charge for provisional bags, table tops if necessary, ballot box(es), Cage Kit, custom signs and sample ballots;

6.07 Reimbursement rental fees incurred for early voting polling places and election day polling places, as ordered;

6.08 Cost of judges and election workers directly from payment vouchers submitted by the ADMINISTRATOR. The ENTITY shall pay the election workers at $9.00 per hour for Election Judge, $8.00 per hour for Alternate Judge and Deputy Early Voting Clerk(s) and $8.00 per hour for clerks;

6.09 Pay for the cost of the Ballot Board judge at $9.00 per hour and Ballot Board clerks at $8.00 per hour;

6.10 Reimbursement to the County for liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the County for the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage;

6.12 If optional supplies and/or services are requested by THE ENTITY, fees will be charged in accordance with third party vendors or county fees; and

6.13 Billing:

A. The form of the invoice to be used in the billing by the County, including a good faith estimate of costs, is attached hereto as Exhibit A. The ENTITY shall submit to the County, an administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit A referenced above. This fee shall be submitted to the County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.
B. The Administrator shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.
C. Full payment of the remaining balance, if any, shall be made by the ENTITY within

thirty (30) days of receipt of the invoice.

D. Payment shall be made by check payable to the Hidalgo County Elections.

E. Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i)personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Dr. Mike Barrera
Assistant Superintendent for District Operations
McAllen ISD
2000 N. 23rd St.
McAllen, TX 78501

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract 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 Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this _____ day of _____, 2011

APPROVAL COUNTY OF HIDALGO:

BY: _____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN

MCALLEN ISD
ENTITY

BY: _____

PRINT: DANIEL D. VELA RPH

TITLE: PRESIDENT, BOARD OF TRUSTEES

ATTEST

BY: _____

PRINT: Mario Reyna

TITLE: Elections Officer

2011 Hidalgo County Elections
Contract Estimate Calculator

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

ELECTION: McAllen ISD Place 1, 2, 4 & 5 **DATE: May 14, 2011**

6.01	**Programming Services for iVotronic**		**Price**	**Quantity**	**Total**
A	Base Charge: Ballot Programming		**$150.00**	1	$150.00
A	Additional Ballot Style(s)		**$25.00**	4	$100.00
A	Request Change on Programmed Ballot		**$10.00**	0	$0.00
B	Audio Files (Per Contest/Office/Proposition/Question File)		**$10.00**	4	$40.00
C	Audio Files (Per Candidate/Answer)		**$10.00**	16	$160.00
D	Election Media per Polling Location(s)		**$100.00**	9	$900.00
E	iVotronic Voting Machine(s)		**$150.00**	24	$3,600.00
F	ADA iVotronic Voting Machine(s)		**$150.00**	9	$1,350.00
G	Delivery/ Pick-up Fee		**$450.00**	1	$450.00
				Total iVotronic Programming Charges	$6,750.00
6.02	**Electronic Poll Book (VoteSafe)**		**Price**	**Quantity**	**Total**
A	Voter Registration Database Access (Per Day)		**$100.00**	10	$1,000.00
B	Laptop Rental (includes Bar Code Scanner/Dymo Printer)		**$150.00**	6	$900.00
C	Printer Labels (per vote)		**$0.03**	54663	$1,639.89
D	Username/Password - Per Polling Location		**$20.00**	9	$180.00
				Total Electronic Poll Book Charges	$3,719.89
6.03	**Poll Book**		**Price**	**Quantity**	
	Printing of Poll Book(s)			0	
				Total Poll Book Charges	$0.00
6.04	**Training**	**Workers**	**Price**	**Hour**	**Total**
	iVotronic scheduled trainings (per person, per hour)	36	**$7.00**	3	$756.00
				Total Training Charges	$756.00
6.05	**Supplies**		**Price**	**Quantity**	**Total**
	Early Voting Combination Forms		**$0.55**	150	$82.50
	Election Day Combination Forms		**$0.55**	100	$55.00
	Election Judge Kit for Early Voting (provisional bag, table top, custom sign & flags)		**$35.00**	3	$105.00
	Election Judge Kit for Election Day (provisional bag, table top, custom sign & flags)		**$35.00**	6	$210.00
	Polling Location Map(s)		**$17.00**	9	$153.00
	100 Sample ballots provided. Additional Copies of Sample Ballots		**$0.20**	0	$0.00
				Total Supplies Charges	$605.50
6.06	**Mail in Ballots Service**		**Price**	**Quantity**	**Total**
	Mail-in-Ballot Applications		**$0.25**	800	$200.00
	Paper Ballots for Mail-in-Ballots and Provisionals		**$0.40**	500	$200.00
	Mail-in-Ballots Kit(s) per request		**$2.00**	100	$200.00
	Postage Mail-in-Ballots (per request)		**$0.61**	100	$61.00
				Total Mail-in Ballot Service Charges	$661.00
6.07	**Advertisements/Notices**		**Price**	**Quantity**	**Total**
	The Monitor newspaper		**$1,100.00**	1	$1,100.00
	Local newspaper				
				Total Advertisement/Notice Charges	$1,100.00
6.08	**Polling Location Rental Fees**		**Price**	**Quantity**	**Total**
				0	$0.00
				Total Polling Location Rental Charges	$0.00
6.09	**Payroll for Election Workers**			**Price**	**Total**
	Payroll for Early Voting Employees			**$9,975.00**	$9,975.00
	Payroll for Election Day Employees			**$3,021.00**	$3,021.00
				Total Payroll Charges	$12,996.00
6.10	**Ballot Board**		**Price**	**Quantity**	**Total**
	Ballot Board (Other Entities)		**$150.00**	1	$150.00
				Total Ballot Board Charges	$150.00
6.11	**Canvass Reports**		**Price**	**Quantity**	**Total**
	Canvass Report (One Certified Copy Included)		**$0.00**	1	$0.00
	Additional Canvass Reports		**$50.00**		
				Total Canvass Report Charges	$0.00
6.12	**Insurance**	**Hourly rate**	**Workers**	**Hours wrk**	**Total**
	Liability insurance for Early Voting Supervisors	**$ 9.00**	3	264	$14.26
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	**$ 8.00**	9	792	$114.05
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	**$ 9.00**	6	87	$9.40
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	**$ 8.00**	18	261	$75.17
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	$212.88
6.13	**Cell Phones**		**Price**	**Quantity**	**Total**
	Verizon Wireless phone		**$17.52**	6	$105.12
				Total Cell Phone Charges	$105.12
6.14				**Subtotal**	**$27,056.39**
				Administrative Fees (10%)	**$2,705.64**
				ESTIMATED GRAND TOTAL	**$29,762.03**

AI-25992 **15.B.**

City of San Juan Election Lease Contract

CC REGULAR

Date:	04/05/2011
Submitted By:	Amanda Valdez, ELECTIONS DEPT.
Submitted For:	Yvonne Ramon
Department:	ELECTIONS DEPT.
Agenda Category:	Elections Administration **Sub-category:** Elections

Information

CAPTION

Approval of Contract for Lease Election Services between Hidalgo County and City of San Juan for their election to be held on May 14, 2011

BACKGROUND

Two (2) originals of Contract for Election Services

Fiscal Impact

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

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to Elections Department).

Attachments

Link: City of San Juan - 2011

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvonne Ramon	Angela Garcia	03/31/2011 09:23 AM	APRV
2	Roland Garcia	Rolando Garcia	03/31/2011 09:55 AM	APRV
3	Budget & Management	Angela Garcia	03/31/2011 10:14 AM	APRV
4	Auditor's Office		03/31/2011 04:00 PM	NEW

Form Started By: Amanda Valdez Started On: 03/29/2011 01:18 PM

Final Approval Date: 03/31/2011

THE STATE OF TEXAS §
§ CONTRACT FOR LEASE ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the CITY OF SAN JUAN hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on May 14, 2011.

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract that sets out respective responsibilities and certain election services; and

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article V1 hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on May 14, 2011, and any Runoff, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, program and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Procure, provide, prepare and program an Early Voting Electronic Poll Book(s) per polling location with the Voter Registration Database. This includes laptop(s), insurance, and delivery fee, as well as supplies such as, but not limited to, labels and printer;

(C) Provide Voter Registration List(s) in CD Format to be used for mail-in-ballots, as provided by Hidalgo County Voter Registration pursuant to the request by THE ENTITY; and

(D) Provide PDF CD file for Election Day Poll Book(s);

(E) Provide information for election officers;

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by THE ENTITY, preparing or sending Justice Department Submissions, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003, printing or providing election day poll book(s), or canvassing election results. ADMINISTRATOR shall have no responsibility as custodian of THE ENTITY'S election records.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Programming iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Programmed Ballot;
B. A $10.00 recording fee for English and Spanish Audio Files for each Contest, or Office, or Proposition questions;

C. A $10.00 recording fee for English and Spanish Audio Files for each Contest, or Office, or Proposition answers;
D. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.; and
E. The amount of $150.00 leasing fee for each iVotronic and $150.00 leasing fee for each ADA iVotronic.
F. Third Party charge for delivery and pick-up fee for Ivotronics for Early Voting and Election Day to include fuel charge;
G. Fee for Voter Registration List(s) in CD format;
H. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:
A. Database access at $100.00 per day;
B. Laptop rental, insurance and delivery fee of $150.00 per location;
C. Dymo Printer rental and label fee of $.03 per label (price subject to change);
D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 PDF CD file charge of $17.50 per CD to be used for self-printing of poll book(s) for election day by Entity;

6.04 If optional supplies and/or services are requested by THE ENTITY, fees will be charged in accordance with third party vendors or county fees; and

6.13 Billing:

A. The form of the invoice to be used in the billing by the County, including a good faith estimate of costs, is attached hereto as Exhibit A. the ENTITY shall submit to the County, an administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit A referenced above. This fee shall be submitted to the County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.
B. The Administrator shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.
C. Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice.
D. Payment shall be made by check payable to the Hidalgo County Elections.
E. Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i)personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Mr. Humberto Rodriguez
City Secretary
709 S. Nebraska
City of San Juan
San Juan, TX 78589

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract 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 Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this _____ day of _____, 2011

APPROVAL COUNTY OF HIDALGO: CITY OF SAN JUAN

ENTITY

BY: _____
RAMON GARCIA
COUNTY JUDGE

BY: Humberto Rodriguez

PRINT: MR. HUMBERTO RODRIGUEZ

TITLE: CITY SECRETARY

ATTEST:

ATTEST SIGNATURE OF CITY SECRETARY:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

BY: Monica Gomez

PRINT: Monica Gomez

TITLE: Notary Public

NOTARY PUBLIC STATE OF TEXAS
MONICA GOMEZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 01-15-2013

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN

2011 Hidalgo County Elections
Leasing Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

ELECTION: City of San Juan Mayor, Commissioner Place 1, 2 & 3, Proposition	DATE: May 14, 2011

6.01	Programming Services for iVotronic	Price	Quantity	Total
A	Base Charge: Ballot Programming	$150.00	1	$150.00
A	Additional Ballot Style(s)	$25.00	1	$25.00
A	Request Change on Programmed Ballot	$10.00	1	$10.00
B	Audio Files (Per Contest/Office/Proposition/Question File)	$10.00	4	$40.00
C	Audio Files (Per Candidate/Answer)	$10.00	16	$160.00
D	Election Media per Polling Location(s)	$100.00	3	$300.00
E	iVotronic Voting Machine(s)	$150.00	6	$900.00
F	ADA iVotronic Voting Machine(s)	$150.00	3	$450.00
G	Delivery/Pick-up Fee	$450.00	1	$450.00
H	Voter Registration List(s) (CD Format) for Mail-In-Ballot(s) Request	$17.50	1	$17.50
			Total iVotronic Programming Charges	$2,502.50

6.02	Early Voting Electronic Poll Book (VoteSafe)	Price	Quantity	Total
	Voter Registration Database (Per Day)	$100.00	8	$800.00
	Laptop Rental	$150.00	1	$150.00
	Dymo Printer Rental	$4.35	1	$4.35
	Printer Labels (per vote)	$0.03	13081	$392.43
	Username/Password - Per Polling Location	$20.00	1	$20.00
			Total Electronic Poll Book Charges	$1,366.78

6.03	Poll Book	Price	Quantity	Total
	PDF CD File	$17.50	1	$17.50
			Total Poll Book Charges	$17.50

6.04	Training	Price	Quantity	Total
	iVotronic scheduled trainings (per person, per hour)	$0.00	1	$0.00
	On-site non-scheduled iVotronic training (2 Trainers)	$100.00	0	$0.00
			Total Training Charges	$0.00

6.05	Supplies	Price	Quantity	Total
	Provisional Bag(s)	$2.00	0	$0.00
	Small Ballot Box(es)	$5.00	0	$0.00
	Large Ballot Box(es)	$10.00	0	$0.00
	Seals (10 per Pack)	$1.79	0	$0.00
	Combination Forms (10 per Pack)	$2.00	0	$0.00
	Table Top Booth(s) (For Provisional Voting)	$2.00	0	$0.00
	Polling Location Map(s)	$17.00	0	$0.00
			Total Supplies Charges	$0.00

6.06		
	Subtotal	$3,886.78
	Administrative Fees (10%)	$388.68
	ESTIMATE GRAND TOTAL	$4,275.46

NOTE: Not all supplies are inclusive

AI-26032 **15.C.**

Elections Dept- Food Claim

CC REGULAR

Date: 04/05/2011
Submitted By: Veronica Lopez, ELECTIONS DEPT.
Submitted For: Yvonne Ramon
Department: ELECTIONS DEPT.

Information

CAPTION

Discussion and approval to pay Invoice #030911cz to D&M Coffee Co. Inc. for food purchased in relation to the cancelled Elections Commission Meeting (03-09-11) with authority for County Treasurer to issue payment/check after Auditor's processing procedures are completed

BACKGROUND

The Elections Department was scheduled to conduct an Elections Commission Meeting on March 09, 2011. Due to unexpected circumstances, the meeting was cancelled thirty minutes before the scheduled time at the County Judge's request. D&M Coffee Company proceeded with the food order due to the short notice of cancellation.

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-414-00-130-001-0-630
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO # 654476 for the amount of $104.88
Available balance as of 03/30/11

Attachments

Link: D&M Discrepancy

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/30/2011 04:10 PM	APRV
2	Roland Garcia	Rolando Garcia	03/31/2011 09:26 AM	APRV
3	Auditor's Office		03/31/2011 04:00 PM	NEW

Form Started By: Veronica Lopez Started On: 03/30/2011 01:07 PM

Final Approval Date: 03/31/2011

HIDALGO COUNTY
texas

Hidalgo County
Elections Department
101 S. 10th St.
P.O. Box 659
Edinburg, Texas 78540
Office: (956) 318-2570
Fax: (956) 318-2569



Memorandum

To: **Ray Eufracio, County Auditor**

From: **Yvonne Ramón- Elections Administrator**

Date: **March 29, 2011**

Subject: **D&M Coffee Company Inc Invoice**

Please proceed with payment of invoice # 030911cz for the amount of $104.88. The Elections Department was scheduled to conduct an Elections Commission Meeting on March 09, 2011. Due to unexpected circumstances, the meeting was cancelled thirty minutes before the scheduled time at the County Judge's request. D&M Coffee Company proceeded with the food order due to the short notice of cancellation. Attached you will find the original invoice, agenda for the meeting, and MI form filled out for the meeting to be held.

Thank you for continued cooperation. If you have any questions, please contact me at (956) 318-2570 ext. 5712.

REC'D MAR 10 2011

D & M COFFEE COMPANY INC.

1108 South McColl Road
Edinburg, TX 78539

Invoice

Date	Invoice #
3/9/2011	030911cz

Bill To
Hidalgo County Elections Dept. Amanda 318-2931

P.O. No.	Terms	Project
	ASAP	

Quantity	Description	Rate	Amount
7	Deli Sandwiches w/ sides	6.99	48.93
3	Chef Salads	8.99	26.97
1	Grilled Chicken Pita	7.99	7.99
1	Java Box Iced Tea	20.99	20.99
	Sales Tax	8.25%	0.00

RECEIVED BY
COUNTY AUDITOR
2011 MAR 16 PM 2:40

Invoice rec'd by: [signature] on 3/10/11
Goods/Services Rec'd by [signature] on 3/10/11
-1100-414-00-130-001-0-630
P.O.# 54476

Thank you for choosing Coffee Zone !

Total $104.88

AGENDA

HIDALGO COUNTY
ELECTIONS COMMISSION
MEETING
March 9, 2011
12:30 p.m.

CANCELLED

NOTICE is hereby given in accordance with 31.033 Subchapter B, Texas Elections Code, that a meeting of the Hidalgo County Elections Commission will be held at the Elections Annex Building, North Entrance, 317 N. Closner, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. Welcome – Ramon Garcia
2. Roll Call
3. Redistricting and election precincts
4. Voter Assistance
   - House Bill 304
   - Meeting with District Judge
   - Legislative Hearings
5. Election Concerns
6. Other
   - Revisit online campaign finance reports.
   - Other
7. Adjourn

HIDALGO COUNTY, TEXAS

NON-TRAVEL MEALS, REFRESHMENTS, AND RELATED EXPENSE CLAIM

DEPARTMENT INFORMATION

Department: Elections Department
Department Contact Name: Veronica Lopez
Contact Phone Number: (956) 318-2570 Ext. 5715

EVENT INFORMATION

Date: 3/9/2011 Start Time: 12:30 PM End Time: 3:00 PM

Duration: 2:30 Location: Elections Dept.

Purpose of Event:
X Meeting ____ Training ____ Other: ____
(Please explain.)

Attendees: *(Please attach sign-in sheet)*
County Employees 6 + Non-County Employees 10 = Total 16

Meals: *(Meals may not exceed $10.00 per person including taxes and gratuity or $250.00 per event.)*
Breakfast ____ + Lunch X + Dinner ____ = Total 1
Refreshments: X *(Refreshments may not exceed $3.00 per person or $125.00 per event.)*
Related Expenses: ____ *(Related expenses may not exceed $25.00 per event.)*

	ACTUAL	ALLOWABLE
Meals Expense:	$ 83.89	$ 83.89
Refreshments Expense:	$ 20.99	$ 20.99
Related Expenses:	$ -	$ -
Total Event Expenses:	$ 104.88	$ 104.88

(Please attach original receipts.)

FUNDING

Purchase Order Number: 654476 Account Number: 1-1100-414-00-130-001-0-601

APPROVAL

I, the undersigned, certify to the best of my knowledge, that the expenditures incurred were for official County business, have been expressly authorized by the Purchasing Department, and are in compliance with the Policy on Non-Travel Meals, Refreshments, and Related Expenses.

Yvonne Ramon
Name of Approving County Official/Department Head
(Please Print)

Yvonne Ramon
Signature of Approving County Official/Department Head

March 24, 2011
Date

County Auditor's Form M-1 (8/08)

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

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:** 03/21/2011

TO: Veronica Lopez **DEPARTMENT:** (130) ELECTIONS

FROM: Esther Perez **PHONE:** (956)-318-2511 ext 4648

REFERENCE: D & M COFFEE COMPANY INC Invoice #090911CZ

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #090911CZ*** 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.,: As per Non-Travel Meals, Refreshments, and Related Expense Policy, the following supporting documentation is needed in order to process payment:

  a. Form M-1 "Non-Travel Meals, Refreshments, and Related Expenses Claim" b. Written Agenda
  c. Sign-in Sheet
- ☐ OTHER:
- ☐ COMMENTS / RECOMMENDATION:

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.

NON-TRAVEL MEALS, REFRESHMENTS, AND RELATED EXPENSES

REFERENCE

County Auditor's Form M-1, *"Non-Travel Meals, Refreshments, and Related Expenses Claim"*

AUTHORITY

Local Government Code § 112.002, *"Accounting System in County With Auditor and Population of 190,000 or More"*

Government Code § 611.001, *"Lodging and Meal Expenses"*

Generally, meals provided to employees are considered taxable wages that must be reported on Form W-2, subject to Federal income tax withholding, social security, and Medicare unless specifically excluded by a section of the Internal Revenue Code (IRC). *IRC § 61, § 3121, § 3401*

Federal Tax Regulations § 31.3121(a)-1(h) and § 31-3121(a)-3 provide that amounts paid specifically—either as advances or reimbursements—for traveling or other bona fide ordinary and necessary expenses incurred or reasonably expected to be incurred in the business of the employer are not wages and are not subject to withholding if paid under an accountable plan.

A plan under which an employee is reimbursed for expenses – or receives an allowance to cover those expenses – is an accountable plan only if three conditions are satisfied: (1) there must be a business connection for the expenses; (2) the employee must either substantiate or be deemed to have substantiated the expenses; and (3) the employee must return to the employer amounts in excess of the substantiated expense. *IRC § 62(c); Reg. § 1.62-2(c); Reg. § 1.274-5T*

PURPOSE

The Hidalgo County Commissioners Court on August 5, 2008 approved the policy set forth below. The policy expands on the current authorization for expenditures of food for:

- Jurors (Code of Criminal Procedure Art. 104.001),
- Prisoners (Code of Criminal Procedure Art. 104.002),
- Adult Probation (Government Code § 509.011),
- Juvenile Probation (Human Resources Code § 141.082, § 141.084, § 152.0012, and § 152.1141), and
- AgriLife Extension (Agriculture Code § 43.033).

The policy provides guidelines to departments concerning when non-travel meals, refreshments, and related expenses may be paid for with County funds. The procedures set forth below are prescribed by the Hidalgo County Auditor and are to be followed regarding the payment or reimbursement of non-travel meals, refreshments, and related expenses.

SCOPE

The policy, procedures, and guidelines apply to all Hidalgo County officials, department heads, and employees. Applicability of this policy is limited to non-travel meals and refreshments. This policy does not apply to payment or reimbursement of meals while the employee or individual is on travel status. Refer to the Travel Policy for situations in which the employee or individual is on travel status.

DEFINITIONS

"County Sponsored Events" means meetings, seminars, conferences, training sessions, and similar functions to conduct official County business.

"Meals" means food and non-alcoholic beverages provided at breakfast, lunch, or dinner.

"Necessary Expense" means an expense that is appropriate for the conduct of County business.

"Ordinary Expense" means an expense that is common and accepted in County business.

"Refreshments" means non-alcoholic beverages and food items (i.e., fruit, pastries, chips, cookies, cake, candy, etc.) commonly served between meals, but not intended to substitute for meals.

"Related Expenses" means expenses for essential serving products such as paper plates, cups, and plastic utensils related to allowable non-travel meals and refreshments.

POLICIES AND GUIDELINES

Based upon sufficient appropriations in the department's budget and approval by the official or department head, the County of Hidalgo, Texas will allow for the payment or reimbursement of non-travel meals, refreshments, and related costs incurred for the following purposes:

A. Permitted Expenditures

1. County sponsored events for the purpose of conducting substantial and bona fide official County business where attendees include at least one County employee and one or more non-County employees.

    a. Expenditures may be incurred only for those attendees whose presence is necessary for the purpose of the event.

    b. The duration of the events must be two or more consecutive hours.

    c. If the County sponsored event occurs during a recognized meal period (i.e., breakfast 7:00 am to 8:00 am; lunch 12 noon to 1 pm; dinner 6:00 pm to

7:00 pm) in order to accommodate scheduling requirements, meals may be provided. Otherwise, only refreshments will be permitted.

d. Examples include, but are not limited to:
   i. Commissioners Court meetings
   ii. Commission/board/committee meetings.
   iii. Business meetings relating to promotion of economic development, building community cooperation, or information gathering.
   iv. Formal training sessions held for the purpose of instruction or dissemination of information to general public.

2. Meal, refreshments, and related costs specifically authorized in a Federal, state or local government contract or grant, and only to the extent and for the purposes authorized.

3. Beverages for the purpose of providing hydration (sports drinks containing electrolytes) for employees performing job tasks outdoors where they are exposed to hot or humid weather conditions. This includes employees performing road work.

To conform to IRS regulations governing business expenses, the County will not reimburse costs to a County employee for non-travel meals, refreshments, and related costs when the reimbursement results in taxable income to the employee.

B. Guidelines for Permitted Expenditures

The following guidelines should be followed when making permitted expenditures for non-travel meals, refreshments, and related costs:

1. Budget: The sponsoring department must have sufficient appropriations in their budget (object code 630 *Food*) for such events.

2. Reasonable Costs (including taxes and gratuity): Meals may not exceed $10 per person or $250 per event. Refreshments may not exceed $3 per person or $125 per event. The cost of related expenses may not exceed $25.

3. Documentation Requirements: The following supporting documentation will be required for the County Auditor to process payment for non-travel meals, refreshments, and related expenses except when purchasing beverages pursuant to Section A.3. For this purpose, only a purchase order and an original itemized invoice or receipt will be required:

   a. Purchase order. The purchase order should include the event date, time, duration, and place; estimated number of attendees and affiliation; purpose of the event; and whether meals or refreshments will be provided.
   b. Original itemized invoice or receipt.
   c. Completed County Auditor's Form M-1, "*Non-Travel Meals, Refreshments, and Related Expenses Claim*" that documents the date, time, place, amount, and business purpose of the event.
   d. Written agenda.

e. Sign-in sheet. The sign-in sheet must include the attendees' first and last names, title, and affiliation with the County. If it is not possible to provide a sign-in sheet, the reason for not providing the sign-in sheet must be documented and an estimated number of attendees must be provided.

4. The County Auditor will not pay or reimburse meal expenses that lack documentation or a clear business purpose.

C. Prohibited Expenditures

Expenditures of county funds for the following are specifically prohibited:

- Alcoholic beverages,
- Supplies for coffee breaks, office refreshments, etc.
- Regularly scheduled staff meetings
- Social events such as celebrating holidays or birthdays
- Employee recognition, volunteer recognition, or thank-you events
- The cost of meals or refreshments covered by a registration fee
- Charitable or political functions

PROCEDURES

A. County Department

1. Ensure that expenditures for non-travel meals, refreshments, and related costs comply with County policy and fund source restrictions.
2. Process a requisition in accordance with county purchasing policies and procedures. A requisition(s) should be issued for each event. The requisition should include the required information (Refer to Documentation Requirements for purchase orders under Guidelines for Permitted Expenditures).
3. Submit completed and signed County Auditor's Form M-1, "*Non-Travel Meals, Refreshments, and Related Expenses Claim*" to the County Auditor's Office - Accounts Payable Section, if required.
4. Ensure that the "*Non-Travel Meals, Refreshments, and Related Expenses Claim*" is accompanied by the following documentation:
    a. Purchase order.
    b. An original itemized invoice or receipt.
    c. A written agenda.
    d. A sign-in sheet. The sign-in sheet must include the attendees' first and last names, affiliation with the County, and position. If it is not possible to provide a list of attendees, for instance in case of employee health fairs, the reason for not providing the list of attendees must be documented and an estimated number of attendees must be provided.

B. Purchasing Department

1. Review requisition submitted by county departments for compliance with this County policy as well as County purchasing policies and procedures.
    a. If requisition complies with County policy, issue purchase order.
    b. If requisition does not comply with County policy, deny the requisition and notify department of deficiencies.

C. County Auditor's Office - Accounts Payable Section

1. Review original itemized invoice or receipt and supporting documentation to determine compliance with County policy.
    a. If documentation complies with County policy, process payment in accordance with internal procedures.
    b. If documentation does not comply with County policy, return the documentation to the requesting department with an explanation for the denial to process payment.

HIDALGO COUNTY, TEXAS

NON-TRAVEL MEALS, REFRESHMENTS, AND RELATED EXPENSE CLAIM

DEPARTMENT INFORMATION

Department: _____

Department Contact Name: _____

Contact Phone Number: _____

EVENT INFORMATION

Date: _____ Start Time: _____ End Time: _____

Duration: 0:00 Location: _____

Purpose of Event:

_____ Meeting _____ Training _____ Other: _____

(Please explain.)

Attendees: *(Please attach sign-in sheet)*

County Employees _____ + Non-County Employees _____ = Total 0

Meals: *(Meals may not exceed $10.00 per person including taxes and gratuity or $250.00 per event.)*

Breakfast _____ + Lunch _____ + Dinner _____ = Total 0

Refreshments: _____ *(Refreshments may not exceed $3.00 per person or $125.00 per event.)*

Related Expenses: _____ *(Related expenses may not exceed $25.00 per event.)*

	ACTUAL	ALLOWABLE
Meals Expense:	$ -	$ -
Refreshments Expense:	$ -	$ -
Related Expenses:	$ -	$ -
Total Event Expenses:	$ -	$ -

(Please attach original receipts.)

FUNDING

Purchase Order Number: _____ Account Number: _____

APPROVAL

I, the undersigned, certify to the best of my knowledge, that the expenditures incurred were for official County business, have been expressly authorized by the Purchasing Department, and are in compliance with the Policy on Non-Travel Meals, Refreshments, and Related Expenses.

_____

Name of Approving County Official/Department Head

(Please Print)

_____ _____

Signature of Approving County Official/Department Head Date

AI-26027 **16.A.**

Pct #3 Unnamed Road

CC REGULAR

Date:	04/05/2011
Submitted By:	Norma Ceballos, COMM. PCT. #3
Department:	COMM. PCT. #3
Agenda Category:	Precinct #3

Information

CAPTION

Requesting approval to name a road located in Precinct #3 as **GAVILAN LN.,** as requested by 9-1-1 Department for emergency purposes.

BACKGROUND

Street runs east from Minnesota Rd. approximately 2 miles North of Mile 7 Rd. in Mission.

Fiscal Impact

Attachments

Link: Backup 911 Dept.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/30/2011 04:09 PM	APRV
2	Olga Garza	Olga Garza	03/31/2011 08:32 AM	APRV
3	Auditor's Office		03/31/2011 04:00 PM	NEW

Form Started By: Norma Ceballos — Started On: 03/30/2011 10:40 AM

Final Approval Date: 03/31/2011

Lower Rio Grande Valley Development Council

Commissioner John Ingram, McAllen... .....President
Mayor Chris Boswell, Harlingen.....1st Vice-President
Mayor Pro-Tem Alvin Samano, Member-at-Large..... 2nd Vice-President
Honorable Norma G. Garcia, Member-at Large..... Secretary
Mayor Pro-Tem Eddy Gonzalez, City of Edcouch..... ...Treasurer
Arturo Ramirez, Grassroots Organizations ..... Immediate Past President

BOARD MEMBERS

Sofia Benavidez
Commissioner, Cameron County

Hector "Tito" Palacios
Commissioner, Hidalgo County

Aurelio Guerra
Commissioner, Willacy County

Roel Landa
Commissioner, Alamo

Edward C. Camarillo
Mayor Pro-Tem, Brownsville

David S. Simmons
Mayor, Donna

Gus Garcia
Council Member, Edinburg

Steve Brewer
Mayor, La Feria

Joel Quintanilla
Mayor, Mercedes

Norberto "Beto" Salinas
Mayor, Mission

Leo "Polo" Palacios, Jr.
Mayor, Pharr

Orlando Correa
Mayor, Raymondville

Joe Hernandez
Mayor, San Benito

Lupe Rodriguez
Mayor Pro-tem, San Juan

Buddy De La Rosa
Mayor, Weslaco

Dr. Cesar Maldonado
President, TSTC, Harlingen

Roberto Loredo
Donna I.S.D.

Gale Armstrong
El Jardin Water Supply

Michael G. Wilson
Willacy Navigation District

Don Medina
Member-At-Large

EXECUTIVE DIRECTOR
Kenneth N. Jones, Jr.

9-1-1 DEPT

FAX TRANSMISSION

To:	COMMISSIONER, JOE M. FLORES	**From:**	JUAN TORRES
Fax:	(956) 585-2375	**Phone:**	(956) 682-3481 Ext 169
Phone:	(956) 585-4509	**Date:**	MARCH. 29, 2011
Re:	INFORMATION	**CC:**	

☐ **Urgent** **For Review** X **Please Comment** ☐ **Please Reply**

MR. FLORES:

A SMALL STREET THAT RUNS EAST FROM MINNESOTA RD APPROXIMATELY 2 MILES NORTH OF MILE 7 RD. IN MISSION NEEDS A NAME FOR EMERGENCY PUPOSES.
SEE ATTACHED MAP.

WE HAVE SELECTED THE NAME : *GAVILAN LN*

PLEASE LET ME KNOW IT MEETS YOUR APPROVAL.

THANKS

MAIN OFFICE * 311 N.15th ST.* McAllen, TX * 78501-4705 * TEL: (956) 682-3481* FAX: (956) 682-3295
TTY FOR HEARING IMPAIRED: 1-800-735-2989
WEBSITE: www.lrgvdc.org

PRINTED ON RECYCLED PAPER

N. Minnesota RD



Mingo:

We need to name this street shown here. It is located on N Minnesota about 2 miles north of mile 7 rd.

AI-26002 **17.A.1.**

District Clerk - Jury Outstanding Checks

CC REGULAR

Date:	04/05/2011
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	District Clerk
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Jury Script:
Approval to transfer outstanding Jury Script checks for the period of January - December 2009, in the amount of $10,427.00 to the Hidalgo County General Fund in accordance with Government Code Subtitle E "Juries", Chapter 61 " General Provisions", Section 61.001 (f).

BACKGROUND

As per Government Code 61.001 (f):
“A reimbursement for expenses under this section is not a property right of a person who reports for jury service for purposes of Chapters 72 and 74, Property Code. If a check, instrument, or other method of payment authorized under Section 113.048, Local Government Code, representing a reimbursement under this section is not presented for payment or redeemed before the 90th day after it is issued:

(1) the instrument or other method of payment is considered forfeited and is void; and

(2) the money represented by the instrument or other method of payment may be placed or retained in the county's jury fund, the county's general fund, or any other fund in which county funds can be legally placed, at the discretion of the commissioners court.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-360-00-090-000-0-000

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

BUDGETARY IMPACT:

Transfer of Jury Script Outstanding checks to General Fund Revenue Acct.

Attachments

Link: Government Code Chapter 61

Link: Outstanding Checks List

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	03/31/2011 07:59 AM	APRV
2	Budget & Management	Erika Zamora	03/31/2011 08:00 AM	APRV

3	Ivan Cantu	Ivan Cantu	03/31/2011 08:42 AM	APRV
4	Auditor's Office		03/31/2011 04:00 PM	NEW

Form Started By: Sylvia Solis Started On: 03/29/2011 03:23 PM

Final Approval Date: 03/31/2011

GOVERNMENT CODE
SUBTITLE E. JURIES
CHAPTER 61. GENERAL PROVISIONS

Sec. 61.001. REIMBURSEMENT OF EXPENSES OF JURORS AND PROSPECTIVE JURORS. (a) Except as provided by Subsection (c), a person who reports for jury service in response to the process of a court is entitled to receive as reimbursement for travel and other expenses an amount:

(1) not less than $6 for the first day or fraction of the first day the person is in attendance in court in response to the process and discharges the person's duty for that day; and

(2) not less than $40 for each day or fraction of each day the person is in attendance in court in response to the process after the first day and discharges the person's duty for that day.

(b) In preparing and approving the annual budget for a county, the commissioners court of the county shall determine the daily amount of reimbursement for expenses for a person who reports for jury service and discharges the person's duty. The amount of reimbursement for each day must be within the minimum and maximum amounts prescribed by this section and paid out of the jury fund of the county. The commissioners court may set different daily amounts of reimbursement for:

(1) grand and petit jurors; or

(2) different petit jurors based on:

(A) whether a juror serves in a small claims court, justice court, constitutional county court, county court at law, or district court; or

(B) any other reasonable criteria determined by the commissioners court.

(c) A person who reports for jury service in a municipal court is not entitled to reimbursement under this chapter, but the municipality may provide reimbursement for expenses to the person in an amount to be determined by the municipality.

(d) In a specific case, the presiding judge, with the agreement of the parties involved or their attorneys, may increase the daily amount of reimbursement for a person who reports for jury service in that case. The difference between the usual daily amount of reimbursement and the daily amount of reimbursement for a person who reports for jury service in a specific case shall be paid, in equal amounts, by the parties involved in the case.

(e) A check drawn on the jury fund by the district clerk of the county may be transferred by endorsement and delivery and is receivable at par from the holder for all county taxes.

(f) A reimbursement for expenses under this section is not a property right of a person who reports for jury service for purposes of Chapters 72 and 74, Property Code. If a check or other instrument representing a reimbursement under this section is not presented for payment or redeemed before the 90th day after it is issued:

(1) the instrument is considered forfeited and is void; and

(2) the money represented by the instrument may be placed in the county's jury fund, the county's general fund, or any other fund in which county funds can be legally placed, at the discretion of the commissioners court.

Acts 1985, 69th Leg., ch. 480, Sec. 1, eff. Sept. 1, 1985. Amended by Acts 1987, 70th Leg., ch. 148, Sec. 2.79(a), eff. Sept. 1, 1987; Acts 1993, 73rd Leg., ch. 64, Sec. 1, eff. Aug. 30, 1993; Acts 1997, 75th Leg., ch. 758, Sec. 1, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 1119, Sec. 1, eff. Sept. 1, 1999; Acts 2003, 78th Leg., ch. 1136, Sec. 1, eff. Sept. 1, 2003.

Amended by:

Acts 2005, 79th Leg., Ch. 1360, Sec. 1, eff. January 1, 2006.

Acts 2007, 80th Leg., R.S., Ch. 1378, Sec. 1, eff. September 1, 2007.

Sec. 61.0011. DEFINITION OF PERSON WHO REPORTS FOR JURY SERVICE. In this chapter, the term "person who reports for jury service" means a person who reports in person for duty on a grand jury or a petit jury, regardless of whether the person is selected to serve on the jury.

Added by Acts 2007, 80th Leg., R.S., Ch. 1378, Sec. 2, eff. September 1, 2007.

Sec. 61.0015. REIMBURSEMENT TO COUNTY. (a) The state shall reimburse a county $34 a day for the reimbursement paid under Section 61.001 to a person who reports for jury service in response

to the process of a court for each day or fraction of each day after the first day in attendance in court in response to the process.

(b) The commissioners court of a county entitled to reimbursement under this section may file a claim for reimbursement with the comptroller.

(c) The comptroller shall pay claims for reimbursement under this section quarterly to the county treasury of each county that filed a claim from money collected under Article 102.0045, Code of Criminal Procedure, and deposited in the jury service fund.

(d) If sufficient money described by Subsection (c) is not available to satisfy the claims for reimbursement filed by the counties under this section, the comptroller shall apportion the available money among the counties by reducing the amount payable to each county on an equal percentage basis.

(e) If a payment on a county's claim for reimbursement is reduced under Subsection (d), or if a county fails to file the claim for reimbursement in a timely manner, the comptroller shall:

(1) pay the balance owed to the county when sufficient money described by Subsection (c) is available; or

(2) carry forward the balance owed to the county and pay the balance to the county when the next payment is required.

Added by Acts 2005, 79th Leg., Ch. 1360, Sec. 2, eff. January 1, 2006.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 1378, Sec. 3, eff. September 1, 2007.

Sec. 61.002. LIABILITY OF COUNTIES FOR PAYMENT OF JURY SERVICE. (a) If a civil case is moved by change of venue and tried in another county by a jury, the county in which the case was originally filed is liable for the payment of persons who report for jury service for the case.

(b) The commissioners court shall determine at each regular meeting if a civil case was tried by a jury in the county on a change of venue from another county since its last regular meeting.

(c) The commissioners court shall prepare an account against another county that is liable for the payment of persons who report for jury service in a case transferred on a change of venue. The account must show the number of days that each person who reported for jury service was in attendance in court in response to the process and discharged the person's duty and the amount paid as reimbursement under this chapter in the case.

(d) The county judge of the county in which the case was tried shall certify the correctness of the account and forward it for payment from the jury fund of the county in which the case was originally filed.

(e) This section does not apply to a civil case transferred by an order of the court based on a motion objecting to improper venue in the case under Rule 86, Texas Rules of Civil Procedure.

Acts 1985, 69th Leg., ch. 480, Sec. 1, eff. Sept. 1, 1985.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 1378, Sec. 4, eff. September 1, 2007.

Sec. 61.003. DONATION OF REIMBURSEMENT.

Text of subsection as amended by Acts 2007, 80th Leg., R.S., Ch. 661, Sec. 1

(a) Each prospective juror reporting for jury service shall be personally provided a form letter that when signed by the prospective juror directs the county treasurer to donate all, or a specific amount designated by the prospective juror, of the prospective juror's daily reimbursement for jury service to:

(1) the compensation to victims of crime fund under Subchapter B, Chapter 56, Code of Criminal Procedure;

(2) the child welfare board of the county appointed under Section 264.005, Family Code;

(3) any program selected by the commissioners court that is operated by a public or private nonprofit organization and that provides shelter and services to victims of family violence; or

(4) any other program approved by the commissioners court of the county.

Text of subsection as amended by Acts 2007, 80th Leg., R.S., Ch. 1378, Sec. 5

(a) Each person who reports for jury service shall be personally provided a form letter that when signed by the person directs the county treasurer to donate all, or a specific amount

designated by the person, of the person's daily reimbursement under this chapter to:

(1) the compensation to victims of crime fund under Subchapter B, Chapter 56, Code of Criminal Procedure;

(2) the child welfare board of the county appointed under Section 264.005, Family Code;

(3) any program selected by the commissioners court that is operated by a public or private nonprofit organization and that provides shelter and services to victims of family violence; or

(4) any other program approved by the commissioners court of the county, including a program established under Article 56.04(f), Code of Criminal Procedure, that offers psychological counseling to jurors in criminal cases involving graphic evidence or testimony.

Text of subsection as added by Acts 2007, 80th Leg., R.S., Ch. 661, Sec. 1

(a-1) The form letter provided under Subsection (a) must include a blank in which a prospective juror may enter the amount of the daily reimbursement the juror wishes to donate.

Text of subsection as added by Acts 2007, 80th Leg., R.S., Ch. 1378, Sec. 5

(a-1) The form letter provided under Subsection (a) must include a blank in which a person may enter the amount of the daily reimbursement the person wishes to donate.

(b) The county treasurer or a designated county employee shall collect each form letter directing the county treasurer to donate the reimbursement of a person who reports for jury service.

(c) The county treasurer shall:

(1) send all donations made under Subsection (a)(1) to the comptroller, at the time and in the manner prescribed by the attorney general, for deposit to the credit of the compensation to victims of crime fund;

(2) deposit donations made to the county child welfare board under Subsection (a)(2) in a fund established by the county to be used by the child welfare board in a manner authorized by the commissioners court of the county; and

(3) send all donations made under Subsection (a)(3) or (a)(4) directly to the program specified on the form letter signed by the person who reported for jury service.

(d) Notwithstanding this section, a juror reimbursement donation program established before January 1, 1995, may solicit juror donations and provide all funds collected in the name of that program to the charities served by that program on January 1, 1995.

Added by Acts 1995, 74th Leg., ch. 329, Sec. 1, eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 875, Sec. 1, eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 1313, Sec. 1, eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 1423, Sec. 8.01, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 41, Sec. 1, eff. Sept. 1, 1999.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 661, Sec. 1, eff. September 1, 2007.

Acts 2007, 80th Leg., R.S., Ch. 1378, Sec. 5, eff. September 1, 2007.

DISTRICT CLERK JURY SCRIPT
DUE TO OTHERS - VOIDED CHECKS
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JUROR #	CHECK #	FIRST NAME	MIDDLE	LAST NAME	DATE	AMOUNT	BATCH #
929391	411189	DANIELLE	NICOLE	GRAZIER	20090108	56.00	4699
836214	411224	FELIX		VARGAS JR	20090108	56.00	4699
836147	411360	NICOLAS		RAMOS	20090108	16.00	4704
929917	411361	JULIO	FELIPE	OLIVA	20090108	16.00	4704
971352	411372	PATRICIA		HUGHES	20090108	16.00	4704
877083	411382	JORGE	ANTHONY	BECERRA	20090108	16.00	4704
959047	411388	JOSE	ELIAS	BOURBOIS	20090108	16.00	4704
751476	411410	RENE	ANDRES	REYES	20090108	16.00	4704
906359	411516	JUDITH		GARCIA	20090114	16.00	4716
813102	411530	DAVID	VICTOR	GUERRA	20090114	16.00	4716
944510	411568	SANDRA	S	ALTAMIRA	20090114	16.00	4716
839412	411573	ERIC	ARMANDO	DIAZ	20090114	16.00	4717
887055	411761	JOEL		VILLANUEVA	20090114	16.00	4726
973711	411828	CASSANDRA	TANYA	DELEON	20090114	16.00	4731
972427	411898	NESTOR	DANIEL	PRADO	20090121	16.00	4741
823503	411998	ARTEMIO		JALOMO	20090121	16.00	4747
800265	412003	DEANNA	MICHELLE	SANCHEZ	20090121	16.00	4747
777475	412009	NICHOLAS	SCOTT	ZAMORA	20090121	16.00	4747
886051	412035	HUGO		MEJIA	20090121	16.00	4748
782051	412062	ALBA	EUNICE	GARZA	20090121	16.00	4749
869380	412098	MARIE	PEREZ	BUSTOS	20090122	56.00	4751
794940	412126	ROMAN		GUTIERREZ	20090122	56.00	4751
894534	412337	JAVIER	ANACLETO	ISLAS	20090129	56.00	4769
823289	412358	ALYSSA	MARIE	MARTINEZ	20090129	56.00	4769
810586	412496	MARIA	AIDA	WILLINGHAM	20090129	56.00	4776
923929	412515	ANA	PATRICIA	PEREZ	20090129	56.00	4776
852614	412554	ABRAHAM	GILBERTO	ZAPATA	20090129	56.00	4778
760671	412846	MIRTA	MIREA	DE LOS SANTOS	20090204	56.00	4803
922043	412918	TIMOTHY	J	MICKUNAS	20090204	56.00	4805
823186	413151	ALEXANDER	ABDAHAM	GELMAN	20090210	56.00	4826
840469	413164	PHILIP		ESCALANTE	20090210	56.00	4826
921222	413209	SALVADOR		HURTADO	20090210	16.00	4828
753682	413214	ALDO	JONATHAN	MONTOYA	20090210	16.00	4828
795708	413249	ERIN	SHEA	ADAME	20090210	16.00	4829
942169	413254	IRENE		VEGA	20090210	16.00	4829
835841	413264	ARMANDO		TAFOLLA, JR	20090210	16.00	4829
857062	413295	FLOR	ESTELA	CANDANOZA	20090210	16.00	4830
853223	413302	ALEJANDRO	DEL	BARRIO	20090210	16.00	4830
800341	413317	LISANA	C	ZAMORANO	20090210	16.00	4830
810520	413364	MARCO	ANTONIO	PINA	20090211	56.00	4834
901843	413397	DELIA	M	JAIME	20090211	96.00	4836
940999	413512	SARAI		SANDOVAL	20090218	16.00	4844
767616	413541	JOSE		GONZALEZ, JR	20090218	16.00	4846
920755	413548	EDUARDO		LOZANO	20090218	16.00	4846
859382	413611	RUDIE	XYLINA	PEREZ	20090219	16.00	4850
884413	413616	JOSUE		GARZA	20090219	16.00	4850
841260	413680	RUDY		CISNEROS	20090224	40.00	4858
807188	413721	TANYA	NICHOLE	LOPEZ	20090225	16.00	4860
761010	413742	JUAN	RAMON	JUAREZ	20090225	16.00	4860
923134	413743	JESSICA	MICHELLE	PANTOJA	20090225	16.00	4860
858449	413748	ELOY		ALVARADO	20090225	16.00	4860

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DUE TO OTHERS - VOIDED CHECKS
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JUROR #	CHECK #	FIRST NAME	MIDDLE	LAST NAME	DATE	AMOUNT	BATCH #
970281	413794	ANGELICA		ALANIS	20090225	16.00	4863
832798	413795	OSCAR		SANCHEZ	20090225	16.00	4863
947327	413857	DAHLIA		GUZMAN	20090225	16.00	4865
886134	413885	THOMAS	ELLIOTT	GASTON	20090225	16.00	4866
766210	413906	SONIA	G	MEJIA	20090225	16.00	4866
894658	413913	SERGIO	ALBERTO	VILLARREAL	20090225	16.00	4866
795570	413927	EZEQUIEL		SALAZAR, JR	20090225	16.00	4866
763119	413929	DEBRA		RIOS	20090225	16.00	4866
845427	413955	MICHEL	LEE	MORA	20090226	16.00	4869
901323	413967	SONIA	F	FLORES	20090226	16.00	4869
919817	413986	EDWARD		GARCIA	20090226	16.00	4869
932560	414053	MARIO	RAFAEL	HERNANDEZ	20090303	16.00	4877
956041	414085	SHIRLEY		SANCHEZ	20090303	16.00	4878
835329	414088	LUZ	ADRIANA	ESCANDON	20090303	16.00	4878
933095	414418	KEVIN	SCOTT	WHITWORTH	20090310	16.00	4898
773528	414423	CESAR	GERARDO	CARDENAS	20090310	16.00	4898
884702	414452	ENRIQUETA		CABALLERO	20090310	16.00	4899
785468	414456	CRYSTAL		GONZALEZ	20090310	16.00	4899
821742	414465	EMILIO		VASQUEZ JR	20090310	16.00	4900
950748	414478	REBEKAH		VALADEZ	20090310	16.00	4900
777350	414719	JOSUE	INMAR	GARZA	20090316	16.00	4922
779188	414751	OFELIA		MENDIOLA	20090317	16.00	4925
861628	414752	NATHANIEL	RAY	STAPLES	20090317	16.00	4925
925925	414762	MEHRZAD		MAHMOUDIAN-GELLER	20090317	16.00	4925
769913	414764	ADAN		ESPITIA	20090317	16.00	4925
842174	414810	ERIC		ALEMAN	20090317	16.00	4931
750125	414853	JUSTIN		SANCHEZ	20090317	16.00	4933
822977	414866	LEONARDO	MEDRANO	GOMEZ	20090317	16.00	4933
827245	414898	ROSARIO		CEDILLO	20090317	16.00	4933
948520	414903	JAVIER	HERMAN	ZARATE	20090317	16.00	4933
925206	414922	EMELDA	PUENTE	LARA	20090317	16.00	4933
827523	414934	LAURA	NELLIE	TINAJERO	20090317	16.00	4933
853713	414935	EVARISTO		GALVAN	20090317	16.00	4933
779947	414940	ANTONIO		ARREDONDO	20090317	16.00	4933
846593	415058	CYNTHIA	MARIA	PENA	20090325	56.00	4951
773055	415094	HOMERO	ALEJANDRO	IBARRA	20090325	56.00	4951
907374	415097	DIANA		ANZALDUA	20090325	56.00	4951
921794	415147	REYNA	DELIALAH	MENCHACA	20090325	16.00	4952
798901	415198	ALFREDO		GUERRA, JR	20090325	96.00	4954
798896	415331	LINDA	VIRGINIA	HERNANDEZ	20090331	96.00	4966
836421	415413	MELINDA	LAMAR	CAMPOS	20090401	56.00	4971
883559	415451	BOBBIE	JEAN	WOODS	20090401	56.00	4971
771959	415483	ESTHER		RUIZ	20090401	56.00	4974
927941	415585	FIAMA		GARCIA	20090403	16.00	4978
943150	415622	JUAN	DANIEL	FUENTES JR	20090403	16.00	4980
802952	415630	JOSE	RICARDO	CASTRO	20090403	16.00	4980
893331	415639	GRACIE		CASAS	20090403	16.00	4980
908352	415651	DAVID	WAYNE	SEARFOSS	20090403	16.00	4981
914731	415655	HORACIO		ALVARADO	20090403	16.00	4981
861688	415690	CANDIS	GAIL	JONES	20090403	16.00	4981
921658	415698	STEPHEN	ANTHONY	BUTZER	20090403	16.00	4981

DISTRICT CLERK JURY SCRIPT
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JUROR #	CHECK #	FIRST NAME	MIDDLE	LAST NAME	DATE	AMOUNT	BATCH #
945724	415790	ARTURO	F	VEGA	20090408	16.00	4987
920861	415797	HAISSAM	MUHAMMED	MAYASI	20090408	16.00	4987
944096	415831	MYRNA	EDITH	MORENO	20090408	56.00	4990
869993	415964	NANCY	REYES	RIVAS	20090409	16.00	5001
948299	415970	JASON	ERIC	TORLINE	20090409	16.00	5001
913008	415974	VERONICA	J	MONTESDEOCA	20090409	16.00	5001
751608	416009	RUBY		BARRERA	20090409	16.00	5004
794586	416032	MARTHA		BOCANEGRA	20090409	16.00	5006
774483	416043	THOMAS	HENRY	BROWNMILLER	20090409	16.00	5006
851001	416045	JOSHUA	DAVID	MIDDLEBROOK	20090409	16.00	5006
824950	416051	VENESA		HERNANDEZ	20090409	16.00	5006
896452	416166	OSCAR		SOTELO II	20090415	16.00	5017
968320	416170	HENRY	KEVIN	TORRES	20090415	16.00	5017
853494	416462	ALVARO		MORALES	20090417	56.00	5037
199938	416533	ELIZABETH		PALOMO	20090421	16.00	5043
213404	416577	LUZ	ESTELLA	MORA	20090421	16.00	5044
114454	416592	LAURINDA		CARDENAS	20090421	16.00	5045
198909	416620	FRANCISCA	AURORA	PAZ	20090421	16.00	5045
133309	416748	CARLOS	ENRIQUE	OROZCO	20090422	56.00	5059
872688	416832	RODOLFO	D	CANDELARIA	20090430	16.00	5067
778479	416844	PERLA	MAR	DAVILA	20090430	56.00	5068
117042	416896	JANET	ANN	WELCH	20090430	56.00	5071
244152	416912	REFUGIO		HERNANDEZ JR	20090430	16.00	5071
158517	416927	AGUSTIN		CASTILLO	20090430	56.00	5071
141034	417069	NORMA	IRENE	SEGOVIA	20090430	56.00	5074
752357	417146	DUSTY		RANGEL	20090430	56.00	5077
240861	417280	MONICA	SUSANA	SALDIVAR	20090505	16.00	5085
183068	417299	MICHELE	LEE	CALAHAN	20090505	16.00	5086
226043	417305	MARIA	DEJESUS	VELA	20090505	16.00	5086
174754	417306	JEANETTE	MARIE	RODRIGUEZ	20090505	16.00	5086
153995	417325	MARK	ANTHONY	CASTELLANOS	20090505	56.00	5087
187507	417358	MICHAEL	ROBERT	WARREN JR	20090505	16.00	5089
111111	417438	RAINBOW ROOM			20090512	56.00	5095
216362	417477	JOSE	ANGEL	ARECHIGA	20090514	56.00	5103
234895	417479	RICARDO	H	HINOJOSA	20090514	16.00	5103
227700	417601	VERONICA		OCHOA	20090514	56.00	5107
134496	417687	JOEL		PACHECO	20090514	16.00	5111
233218	417710	FELICITA	NICOLE	MENDEZ	20090514	16.00	5111
233222	417743	GERARDO		CLEMENTE JR	20090514	16.00	5112
224561	417744	JOSEPH	LEE	COMBS	20090514	16.00	5112
209002	417757	RAMON	DONATO	FLORES JR	20090514	16.00	5112
234876	417787	MARISELA	R	MONTEMAYOR	20090514	16.00	5112
235192	417801	XAVIER	ROBERTO	SAENZ	20090514	16.00	5112
124705	417810	JERRY		VALDEZ	20090514	16.00	5112
164440	417812	RAUL		VEGA JR	20090514	16.00	5112
237515	417888	MICHAEL		MARTINEZ	20090519	16.00	5122
219650	417892	OCTAVIO		REYES	20090519	16.00	5122
178043	417893	SANDRA	YVONNE	BALDOVINOS	20090519	16.00	5122
208200	417920	CHESTER	ROBERT	GARCIA	20090520	16.00	5123
211095	417934	JESUS	RAFAEL	LOPEZ JR	20090520	16.00	5123
224413	418085	MARTINA	YOLANDA	VILLARREAL	20090520	56.00	5130

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JUROR #	CHECK #	FIRST NAME	MIDDLE	LAST NAME	DATE	AMOUNT	BATCH #
237568	418115	JOSE	LUIS	RANGEL	20090520	16.00	5132
132430	418117	GERARDO		GONZALEZ JR	20090520	12.00	5134
123131	418185	DAVID	FRANK	MUNOZ	20090521	56.00	5142
244557	418299	ANGEL		BARRERA	20090527	96.00	5151
198761	418354	MARY	JANE	TREJO	20090527	16.00	5158
190967	418376	IGNACIO	JAVIER	IXBA	20090527	16.00	5159
174909	418430	RACHEL	LYNCH	BOND	20090527	16.00	5165
197778	418438	MOISES	FERNANDO	ARCHER	20090527	16.00	5165
235626	418445	LEO	DON	SAENZ	20090527	16.00	5165
120786	418453	CHARLES	CLAYTON	COFFEY	20090527	16.00	5165
158201	418490	RACHEL	DANIELLE	ZAMBRANO	20090527	16.00	5166
144980	418498	JOSE	LUIS	ALVAREZ JR	20090527	16.00	5166
215298	418747	FLOR	VIRIDIANA	SEGURA	20090603	16.00	5179
236776	418813	JAIME	ELI	NUNEZ	20090603	16.00	5180
923549	418928	PATSY	SUE	COLLINS	20090603	16.00	5183
105324	418930	YOLANDA	VALDEZ	GARZA	20090603	16.00	5183
230933	418932	MARIA	ELIDA	AGUIRRE	20090603	16.00	5183
215061	418938	SALLY	MAE	ART	20090603	16.00	5183
194312	418941	JONATHAN	DAVID	POULTON	20090603	16.00	5183
245628	419011	GEORGE	JULIAN	CALHOON, JR	20090603	16.00	5184
237926	419013	DIANA	ALICIA	FRANZ	20090603	16.00	5184
236258	419043	ESTER		POSADA	20090603	16.00	5187
200934	419046	KARINA	G	OCHOA	20090603	16.00	5187
105271	419079	ROBERT	CLEMENTE	MUNOZ	20090603	16.00	5192
163830	419097	KEVIN	EUGENE	CLANCY	20090603	16.00	5192
184775	419121	MICHAEL	VINCENT	WYGANT	20090603	16.00	5192
186515	419201	FELIPE		RUIZ	20090610	16.00	5199
223935	419514	CAROLINA	H	CABRERA	20090617	16.00	5219
168253	419534	APRIL	DENISSE	LOPEZ	20090617	16.00	5220
117835	419555	JOHN	LOUIS	DILLARD	20090617	16.00	5220
217305	419636	ELISABET		SALINAS	20090617	16.00	5223
132889	419667	JOSE	ANTONIO	PADRON	20090617	56.00	5224
225032	419739	MARIA	ALICIA	OLIVAREZ	20090617	16.00	5226
238617	419741	SAYRAH JOONE	SIENES	OMOSO	20090617	16.00	5226
171485	419885	VENTURA		RAMOS	20090624	16.00	5236
124504	419893	CARLOS		ESTRADA	20090624	16.00	5236
240367	419894	ANGELA	MARIE	CASTELLANO	20090624	16.00	5236
116553	420043	IRMA	IRENE	MONTALVO	20090624	96.00	5241
236276	420098	CIPRIANO	P	CASTILLO, JR	20090624	16.00	5244
197661	420099	SANDRA		BARRIENTOS	20090624	16.00	5244
153566	420103	OSCAR	LUIS	CANTU	20090624	16.00	5244
243332	420189	MELANIE		LUNA	20090624	56.00	5248
161834	420255	ERICK	ROSALIO	BUGARIN	20090625	16.00	5252
231446	420456	SARAH	EUGENIA	EZELL	20090709	16.00	5271
107232	420457	VICTORIA	GONZALEZ	GARZA	20090709	16.00	5271
143179	420463	NOE		RODRIGUEZ JR	20090709	16.00	5271
581205	420467	ARMANDO		PALACIOS	20090709	16.00	5272
122016	420472	LUCIO		GAITAN II	20090709	16.00	5272
170460	420477	ALBERTO		OCHOA JR	20090709	16.00	5272
167053	420508	GAYNOR	MAY	MARTINEZ	20090709	56.00	5273
217207	420759	EDUARDO		PENA	20090715	96.00	5293

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JUROR #	CHECK #	FIRST NAME	MIDDLE	LAST NAME	DATE	AMOUNT	BATCH #
108000	420776	RODOLFO	C	CEDILLO	20090716	16.00	5299
158278	420783	SCOT	POPE	DONALSON	20090716	16.00	5301
237786	420974	BLAS		QUIROGA JR	20090723	16.00	5308
767347	421019	TABITHA	RUTH	WEISMAN	20090723	16.00	5308
138622	421113	RAUL	LEOCADIO	MUNGUIA	20090723	16.00	5309
212793	421170	RICHARD	LAWRENCE	REYNA	20090723	16.00	5312
231307	421195	JO ANN		SANCHEZ	20090724	56.00	5314
148997	421284	DANIEL	JAMES	CAMPBELL	20090724	16.00	5321
192841	421440	MARIA	CELIA	DELCARMEN	20090730	16.00	5331
100222	421449	OSCAR		BALDERAS	20090730	16.00	5331
180927	421518	RANDY	L	HANSON	20090730	16.00	5339
140582	421524	DAVID	ABELARDO	TIJERINA	20090730	16.00	5339
137984	421537	CRISTOBAL		ANZALDUA	20090730	16.00	5339
244329	421548	JONATHAN		MUNGUIA	20090730	16.00	5339
143979	421595	THELMA		TREVINO	20090730	16.00	5339
112365	421695	CARLOS	ANTONIO	VENTURA	20090805	56.00	5351
189072	421726	PEARL	IRMA	FLORES	20090805	16.00	5353
113665	421728	JESSE		TREJO	20090805	16.00	5353
230232	421736	JUAN	ELISEO	GONZALEZ, JR	20090805	16.00	5353
178245	421801	IRMA	VIOLA	GOMEZ	20090807	16.00	5358
132011	421804	ROSA	LINDA	GARCIA	20090807	16.00	5358
104013	421833	ROBERTO		SAAVEDRA	20090807	16.00	5359
234899	421861	ARACELI	YVETTE	CHAMPION	20090807	16.00	5360
141399	421875	MICHAEL	GREGORY	TAYLOR	20090807	16.00	5360
150824	421881	ITCHEEL	SIHU	VERGARA	20090807	16.00	5360
242537	421895	KAROL	GARCIA	MONTES	20090807	16.00	5360
137010	421923	GLORIA	MENDIOLA	RODRIGUEZ	20090807	16.00	5363
240106	421927	PEGGY		BALDWIN	20090807	16.00	5363
236308	421937	ASDRUBAL	ARMANDO	FLORES	20090807	16.00	5363
156982	421950	CYNTHIA	MARIE	QUINTANA	20090807	16.00	5363
171731	421980	DAVID	NORMAN	CHEATHAM	20090807	16.00	5363
171409	422005	VANESSA	ANN	BURGOON	20090807	16.00	5363
244761	422015	GERTRUDES		CAZARES	20090807	16.00	5363
119415	422075	REYNALDO	LEE	RODRIGUEZ	20090813	16.00	5370
211860	422154	ALONZO		GALVAN, JR	20090814	16.00	5378
135833	422164	GUADALUPE	DE LA PAZ	MENA	20090814	16.00	5378
157330	422208	RADONNA	KAE	DODGE	20090814	16.00	5379
130982	422242	MICHAEL		OZUNA	20090818	16.00	5383
193785	422329	JESUS	ENRIQUE	GARCIA	20090819	16.00	5389
234757	422331	DENNIS	RENE	CANTU	20090819	16.00	5390
175050	422333	LINDA	JESSICA	HERNANDEZ	20090819	16.00	5390
207807	422337	MARYLOU		HENRY	20090819	16.00	5390
145842	422356	CENONA	MARIA	CERVANTES	20090820	16.00	5391
174744	422400	VALERIA		CORTEZ	20090820	16.00	5392
103009	422410	MARIA	ELENA	TORRES-LOPEZ	20090820	16.00	5392
195663	422425	RICKY	DEAN	ANDREATOS	20090820	16.00	5392
239502	422427	BOBBY	JOE	JIMENEZ	20090820	16.00	5392
138504	422429	JOHN	ELLIOTT	HORNER	20090820	16.00	5392
240581	422490	SCAN	PATRICK	OLOUGHLIN	20090820	16.00	5395
192753	422531	MARTIN		DE LA FUENTE, JR	20090820	16.00	5396
204177	422610	ROLANDO		MARROQUIN	20090827	16.00	5405

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JUROR #	CHECK #	FIRST NAME	MIDDLE	LAST NAME	DATE	AMOUNT	BATCH #
178537	422625	MARIE	LOUISE	PORTALES	20090827	56.00	5406
103196	422655	OLGA	LUZ	RAMIREZ	20090827	16.00	5407
204637	422661	GUADALUPE		SAENZ, JR	20090827	16.00	5407
207126	422714	JAHZIEL		GOMEZ	20090827	16.00	5409
114387	422726	JESSICA	FABIOLA	FLORES	20090827	16.00	5410
203249	423025	MARITZA	J	MARTINEZ	20090909	96.00	5434
190455	423102	IRAZEMA		REYES	20090910	16.00	5436
197698	423135	DANIELLE	NICOLE	HEATH	20090910	56.00	5437
242945	423183	ROBERT	RENE	ELIZONDO	20090911	16.00	5442
198986	423184	JUDY	B	MARTINEZ	20090911	16.00	5442
179769	423185	NELDA	DELACERDA	CUELLAR	20090911	16.00	5442
180105	423241	MARIA	ELENA	DAVIS	20090914	56.00	5445
101251	423328	MAYRA	ISELA	RAMON	20090917	16.00	5454
116759	423334	ANNETTE	SOPHIA	RODRIGUEZ	20090917	16.00	5454
118364	423336	NORBERTO		CANO	20090917	16.00	5454
222420	423359	JAVIER	ALONZO	SALINAS	20090917	16.00	5457
169024	423381	ROBERT	CALVIN	LANGE	20090917	16.00	5457
104440	423384	RHONDA	O	BORDELON	20090917	16.00	5457
159331	423392	LAURA	ALMA	SAENZ	20090917	16.00	5457
103415	423424	ARMANDO		BANDA	20090917	16.00	5459
203535	423425	JOSE	ANTONIO	PARDO JR	20090917	16.00	5459
205312	423426	MARY LOU		GARCIA	20090917	16.00	5459
104979	423443	JAIME		LARA	20090917	16.00	5459
201811	423445	JUAN	RENE	TREVINO	20090917	16.00	5459
202499	423446	DEE	ANN	CLEMENTS	20090917	16.00	5459
112805	423451	JOSE	PATRICIO	GOMEZ	20090917	16.00	5459
222696	423464	GREGORIA	GLORIA	GARZA	20090917	16.00	5459
172638	423501	ELISEO		SOTO JR	20090917	56.00	5460
205260	423515	ANNETTE	MARIE	DE LEON	20090917	16.00	5461
185059	423638	ERIKA		BETANCOURT	20090923	16.00	5472
221550	423680	ANGELITA		HERNANDEZ	20090923	16.00	5472
146444	423696	MOSES	JULIAN	VEGA	20090923	16.00	5472
196142	423701	ADAN	ISIDRO	GONZALEZ, JR	20090923	16.00	5472
214225	423766	AMALIA	ALICIA	GODINEZ	20090924	56.00	5476
228781	423908	ALFREDO		ESCOBAR	20090925	6.00	5482
241486	423931	LEONILA		IZAGUIRRE	20090925	16.00	5483
235832	423933	CYNTHIA	YVONNE	GOVEA	20090925	16.00	5483
119670	424260	LYDIA	ROSAS	MEDINA	20091009	96.00	5512
105731	424315	GERMAN	JULIAN	SEGURA	20091009	16.00	5522
169864	424325	RUPERTO		SANTOS JR	20091009	16.00	5522
164864	424493	NEIL	GLEN	GRAY	20091009	16.00	5528
103748	424496	SILVIA	M	JUAREZ	20091009	16.00	5528
196334	424527	ANAAIS		GARCIA	20091009	16.00	5528
111111	424758	HIDALGO CHILD WELFARE FUND			20091021	2.00	5548
111111	424795	HIDALGO CHILD WELFARE FUND			20091021	56.00	5553
168146	424850	MARCO	ADAN	BALLI	20091021	56.00	5556
111111	424857	HIDALGO CHILD WELFARE FUND			20091021	96.00	5556
141940	424888	SYLVIA	SAGNITE	GUERRERO	20091022	56.00	5557
111111	424945	HIDALGO CHILD WELFARE FUND			20091022	2.00	5559
124033	424950	KATHRYN	LOUISE	FRANTZ	20091022	56.00	5562
111111	425033	HIDALGO CHILD WELFARE FUND			20091022	56.00	5566

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JUROR #	CHECK #	FIRST NAME	MIDDLE	LAST NAME	DATE	AMOUNT	BATCH #
111111	425034	HIDALGO CHILD WELFARE FUND			20091022	5.00	5567
214561	425037	JEFFERY	J	HEAVIN	20091022	56.00	5569
192824	425082	JENNIFER	LOURDES	BERGHOM	20091022	56.00	5569
236074	425101	ANGELICA	P	GOMEZ	20091022	56.00	5571
132881	425161	MICHEAL	P	MCKENNA	20091022	16.00	5572
139521	425183	DANIEL	RUSSELL	DE LA VINA	20091022	16.00	5572
110144	425220	ROGELIO		VASQUEZ	20091022	16.00	5572
189736	425242	SANDRA		SANCHEZ	20091022	16.00	5573
111111	425358	HIDALGO CHILD WELFARE FUND			20091022	1.00	5577
111111	425362	HIDALGO CHILD WELFARE FUND			20091022	28.00	5581
111111	425367	HIDALGO CHILD WELFARE FUND			20091022	8.00	5586
111111	425423	HIDALGO CHILD WELFARE FUND			20091022	16.00	5588
111111	425431	HIDALGO CHILD WELFARE FUND			20091023	3.00	5590
185085	425442	KATRINA	LEE	FLORES	20091027	56.00	5592
178105	425467	CESAR	RENE	ARANDA	20091027	96.00	5596
111111	425520	HIDALGO CHILD WELFARE FUND			20091028	16.00	5599
168553	425548	ELIZABETH	GONZALES	SALFITI	20091028	40.00	5602
111111	425622	HIDALGO CHILD WELFARE FUND			20091029	8.00	5606
111111	425665	HIDALGO CHILD WELFARE FUND			20091029	32.00	5608
206362	425700	EDITH		CAVAZOS	20091029	16.00	5609
111111	425721	HIDALGO CHILD WELFARE FUND			20091029	32.00	5609
145531	425755	ALFONSO	SERGIO	RODRIGUEZ	20091029	16.00	5612
156067	425758	JAIME	ANNETTE	SANDOVAL	20091029	16.00	5612
130937	425800	ANA	ELISA	VILLANUEVA	20091029	56.00	5614
131730	425828	SELINA	DANIELLE	BENOIT	20091029	56.00	5614
224592	425853	JOHNATHAN	GABRIEL	OLIVAREZ	20091029	56.00	5614
155799	425945	JORGE	EDUARDO	MARIN	20091029	16.00	5619
202414	425954	JESUS	SALVADOR	CASTRO	20091029	16.00	5619
127820	426012	JOSE	ANTONIO	LOPEZ III	20091029	56.00	5621
121930	426080	MICHAEL	ROBERT	MELCHER	20091029	56.00	5623
234879	426085	CESAR		CARRIZALES	20091029	56.00	5623
170010	426393	MARIA	ENEDINA	OROZCO	20091030	56.00	5631
111111	426417	HIDALGO CHILD WELFARE FUND			20091030	224.00	5631
111111	426466	HIDALGO CHILD WELFARE FUND			20091103	2.00	5637
158220	426515	SELENNE		GARZA	20091104	16.00	5645
187994	426576	CHRISTOPHER	JAMES	SEGURA	20091104	16.00	5647
173995	426579	ANNA	ISABEL	SIERRA	20091104	16.00	5647
110280	426588	SAN JUANITA		SALINAS	20091104	16.00	5647
180424	426620	MARIO		CHAPA	20091104	56.00	5649
111111	426693	HIDALGO CHILD WELFARE FUND			20091105	56.00	5652
135994	426745	ALBESA		SOLIS	20091106	56.00	5655
111111	426791	HIDALGO CHILD WELFARE FUND			20091106	16.00	5656
160978	426849	CARLOS		VILLARREAL	20091110	16.00	5659
162481	426912	LUIS	MIGUEL	LEDESMA	20091110	16.00	5661
194951	426919	TERESA		HERNANDEZ	20091110	16.00	5661
112743	426930	AAMER		AMAN	20091110	16.00	5661
111111	426937	HIDALGO CHILD WELFARE FUND			20091110	8.00	5662
200613	426960	TIMOTHY	ROSS	SMITH	20091110	16.00	5665
137093	426973	JUVENTINO		ZAVALA JR	20091110	16.00	5665
148351	426976	RODOLFO		PINON JR	20091110	16.00	5665
236624	426977	ELIZABETH	FLORES	SOLIZ	20091110	16.00	5665

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JUROR #	CHECK #	FIRST NAME	MIDDLE	LAST NAME	DATE	AMOUNT	BATCH #
114948	426979	JESSE	DANIEL	GARCIA	20091110	16.00	5665
153075	427020	VIRGIL	LEE	CARRILLO	20091110	16.00	5666
206698	427047	BERLINDA	ROSE	SANTIAGO	20091112	16.00	5668
212569	427076	ARMANDO		URIVE	20091112	16.00	5668
141642	427077	SIMON	DAVID	DURAN	20091112	16.00	5668
111111	427093	HIDALGO CHILD WELFARE FUND			20091112	16.00	5668
111228	427118	ISABEL		QUINTANILLA	20091112	16.00	5671
179149	427131	JESUS		CONTRERAS JR	20091112	16.00	5671
134159	427151	LETICIA	ANN	PENA	20091112	16.00	5671
125736	427180	REYNALDO	M	GONZALEZ	20091112	16.00	5671
142606	427202	RUBEN		PEREZ JR	20091112	16.00	5671
188525	427212	JAVIER		VILLA	20091112	16.00	5672
220966	427242	ROBERT	JOSEPH	CARROLL	20091112	16.00	5672
172752	427246	MONICA	LEXCINNE	PEREZ	20091112	16.00	5672
210200	427247	WILLIAM	CLIFFORD	CLARKE	20091112	16.00	5672
111111	427356	HIDALGO CHILD WELFARE FUND			20091117	56.00	5681
209708	427392	SILVIA		TREVINO	20091117	16.00	5683
127226	427402	KARINA		GONZALEZ	20091117	16.00	5683
105431	427413	PRISCILLA		SALINAS	20091117	16.00	5683
104665	427417	CLEOFAS		CARRILLO	20091117	16.00	5683
198674	427485	JOEL	GARCIA	SERNA	20091117	16.00	5683
111111	427486	HIDALGO CHILD WELFARE FUND			20091117	16.00	5683
111111	427507	HIDALGO CHILD WELFARE FUND			20091117	1.00	5686
219043	427511	ELMA		DAVILA	20091117	12.00	5690
895864	427521	ALEXIS	DENNEA	GALLEGOS	20091118	16.00	5691
137735	427541	HOMERO		TAMEZ	20091118	16.00	5691
128938	427547	NEREYDA		ESPINOZA	20091118	16.00	5692
136536	427671	JUVENTINO		GOMEZ	20091119	16.00	5700
166649	427677	LILIA		GONZALEZ	20091119	16.00	5700
111111	427713	HIDALGO CHILD WELFARE FUND			20091119	32.00	5703
134556	427775	MARTIN		DELAROSA, JR	20091124	16.00	5711
111111	427793	HIDALGO CHILD WELFARE FUND			20091124	16.00	5711
111111	427862	HIDALGO CHILD WELFARE FUND			20091203	56.00	5718
216010	427882	ERIKA	MONIQUE	MARTINEZ	20091203	16.00	5719
198981	427901	RUBEN	ROLANDO	RUIZ	20091203	56.00	5721
188303	427902	PAULA		SALAS-DELEON	20091203	56.00	5721
195635	427957	ILLIANA		LOPEZ	20091203	16.00	5724
198984	427972	SANDRA	DENISE	RUIZ	20091203	16.00	5724
126400	427979	ROQUE	E	BECERRA	20091203	16.00	5724
111111	427982	HIDALGO CHILD WELFARE FUND			20091203	16.00	5724
111111	428002	HIDALGO CHILD WELFARE FUND			20091208	16.00	5728
147808	428012	LUCIA	YESENIA	TREVINO	20091209	56.00	5729
178646	428025	RICARDO		PALACIOS	20091209	10.00	5731
105722	428029	LIBRADO	KENO	VASQUEZ	20091209	10.00	5731
170742	428059	PHILIP	BRIAN	NEELEY	20091210	16.00	5734
165517	428154	YVETTE		VELA	20091211	56.00	5739
111111	428361	HIDALGO CHILD WELFARE FUND			20091214	16.00	5750
187158	428427	MARIA	LOURDES	OLESINI	20091215	16.00	5757
111111	428532	HIDALGO CHILD WELFARE FUND			20091217	1.00	5768
197928	428561	DONNIE	LEE	DIXON JR	20091217	16.00	5770
132191	428602	ROBERTO		DIMAS	20091217	16.00	5771

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JUROR #	CHECK #	FIRST NAME	MIDDLE	LAST NAME	DATE	AMOUNT	BATCH #
112398	428615	ROGELIO		GARZA, JR	20091218	16.00	5773
116515	428627	SANDRA		CARRILLO	20091218	16.00	5773
111111	428646	HIDALGO CHILD WELFARE FUND			20091218	16.00	5773
217259	428648	ANITA	MICHELE	RAMIREZ	20091218	16.00	5774
149818	428655	JOSE	JESUS	FUENTES	20091218	16.00	5774
236951	428658	SANDRA	IDALIA	MARTINEZ	20091218	16.00	5774
105426	428675	SOCORRO	PEREZ	HINOJOSA	20091218	16.00	5774
111111	428680	HIDALGO CHILD WELFARE FUND			20091218	4.00	5775
242244	428689	JESUS		ZAMARRIPA	20091218	16.00	5779
118535	428716	MARIA	ROSALINA	ORTIZ	20091218	16.00	5779
531626	428777	MARIA	DE JESUS	GARCIA	20091223	40.00	5782
						10,427.00	

AI-26004 **17.A.2.**

District Clerk-Changes to Passport Application Acceptance Program Requirements-eff. 3-1-11

CC REGULAR

Date:	04/05/2011
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	District Clerk's Office
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Passport Application Services:
a. Approval and acceptance of changes to the requirements of the Passport Application Acceptance Program effective on March 1, 2011 as required by the U.S. Department of State.
b. Approval to set Passport Photo Fee at $10.00 per photo in accordance with Texas Government Code Section 51.3031(b).

BACKGROUND

One passport photo is required only. Previously it required two photos. Please refer to attached notice from the U.S. Department of State.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-341-10-090-014-0-000

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

BUDGETARY IMPACT:

New proposed Passport Photo Fee is $10.00 per photo. One passport photo is required only.

Previous fee was $15.00 for two photos.

Attachments

Link: U.S. Dept. of State Notice

Link: DC Passport Sample Receipt

Link: Statute

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	03/31/2011 08:20 AM	APRV
2	Budget & Management	Erika Zamora	03/31/2011 08:47 AM	APRV
3	Sylvia Solis	Sylvia Solis	03/31/2011 09:10 AM	APRV
4	Auditor's Office		03/31/2011 04:00 PM	NEW

Form Started By: Ivan Cantu

Started On: 03/30/2011 07:35 AM

Final Approval Date: 03/31/2011

Passport Services
Bureau of Consular Affairs
U.S. Department of State

IMPORTANT NOTICE
to
PASSPORT APPLICATION ACCEPTANCE AGENTS

March 1, 2011 Changes to the Passport Application Acceptance Program

New Passport Forms: By now, your facility should have received an initial shipment of new passport forms and recycled (or otherwise destroyed) any remaining inventory of old passport forms. You may order additional quantities of the new forms through your facility's normal channels. Customers may also download the new forms from our website, travel.state.gov.

Form DS-3053, Photocopy of ID Needed for Non-Applying Parent: A non-applying parent or guardian consenting to the issuance of a passport for a minor child is required to complete Form DS-3053, item 4a, Statement of Consent, in the presence of a Certified Notary Public.

As of March 1, 2011 the non-applying parent or guardian must **also provide a photocopy of the front and back side of his or her ID with Form DS-3053**. The Statement of Consent is not complete without this photocopy. If a customer submits a Statement of Consent that was notarized in the last 3 months, but is unable to submit a photocopy of the non-applying parent's ID, the application may be accepted. However, Passport Services may contact the customer for more information, delaying the processing of the minor's passport application.

4a. STATEMENT OF CONSENT To be completed by the non-applying parent or guardian when he or she will not be present at the time the applying parent or guardian submits the minor's application. Statement must **not** be **more than 3 months old.**

I, _____, give my consent to the issuance of a United States passport to
Print Your Name
my minor child named on this application.

OATH: I declare under penalty of perjury that all statements made in this supporting document are true and correct.

_____ _____
Signature of Parent or Guardian Date (mm/dd/yyyy)

Social Security Number: Please strongly encourage customers to provide their Social Security Number on the passport application. When the Social Security Number is provided, Passport Services is better able to identify the customer and protect from individuals who may try to fraudulently obtain a U.S. passport in the customer's identity. Providing the Social Security Number also helps the customer avoid delays in receiving the U.S. passport.

5. Social Security Number

One Passport Photo Requirement: As of March 1, 2011 only one passport photo is required with Form DS-11 and Form DS-82. The quality of the passport photo is equally important in helping us to verify the identity of the applicant as we continue to enhance our processes through biometric technologies such as facial recognition. Remember, the 2" x 2", color photo must be:

- Printed on photo quality paper
- Taken within the last 6 months (reflect current appearance)
- Taken in front of a plain white or off-white background
- Taken in full-face view directly facing the camera (no profile shots)
- Taken with a neutral facial expression and both eyes open (laughing or exaggerated expressions can distort facial features)

Here are some important tips when taking or accepting the passport photo:

Hats or Head Coverings over Hairline:

- Only if worn daily for religious/medical purposes (statement may be requested)
- Full face must be visible
- Must not cast any shadows on the face

Baby or Toddler:

- Photo cannot contain other person(s)
- At home, lay baby on his back on a white sheet and take photo from above
- Cover child's car seat with a white sheet and take photo of sitting child

Glasses:

- Only if worn daily with prescription
- Dark glasses/non-prescription glasses are not acceptable unless needed for medical reasons (with medical note)
- Glare on lenses not acceptable
- To prevent glare, make sure camera flash is not being used from directly ahead, or have glasses removed

Additional information on uniforms, wireless hands-free devices, etc. is available on travel.state.gov.

Passport Agent's Reference Guide and Acceptance Agent Training Materials: The Passport Agent's Reference Guide (PARG) and all in-person and web-based training materials for acceptance agents are being updated to include these new requirements. The new PARG will be published and distributed to our acceptance agents by late spring or early summer.

As always, we thank you for the service you provide to our mutual customers --- the American traveling public. Please direct any questions or concerns you may have to your regional Customer Service Manager(s).

LAURA HINOJOSA  DISTRICT CLERK

PASSPORT FEE SHEET

DATE: _____,2011

RECEIVED OF: _____

CASH _____

CHECK NUMBER: _____

☐	**PEF**	PASSPORT EXECUTION FEE	$ 25.00	
☐	**PPF**	PASSPORT PHOTO FEE	~~$ 15.00~~	$10.00 per photo

TOTAL $ _____

AMOUNT TENDERED $ _____

CHANGED DUE $ _____

INITIALS: _____

COMMENTS:

_____

_____

LAURA HINOJOSA DISTRICT CLERK

PASSPORT FEE SHEET

DATE: _____,2011

RECEIVED OF: _____

CASH _____

CHECK NUMBER: _____

PEF PASSPORT EXECUTION FEE $ 25.00

PPF PASSPORT PHOTO FEE ~~$ 15.00~~ $10.00 per photo

TOTAL $ _____

AMOUNT TENDERED $ _____

CHANGED DUE $ _____

INITIALS: _____

COMMENTS:

GOVERNMENT CODE

TITLE 2. JUDICIAL BRANCH

SUBTITLE D. JUDICIAL PERSONNEL AND OFFICIALS

CHAPTER 51. CLERKS

SUBCHAPTER D. DISTRICT CLERKS

Sec. 51.3031. ISSUANCE OF UNITED STATES ***PASSPORTS***. (a) A district clerk may perform all duties necessary to process an application for a United States ***passport***, including taking ***passport*** photographs.

(b) To recover the costs of taking ***passport*** photographs, a district clerk may collect a reasonable fee in an amount set by the commissioners court of the county in which the district clerk's office is located.

(c) A district clerk, after collecting a fee under Subsection (b), shall pay the fee to the county treasurer, or to an official who discharges the duties of the county treasurer, for deposit in the general fund of the county.

Added by Acts 1999, 76th Leg., ch. 179, Sec. 1, eff. May 21, 1999.

AI-26008 **17.A.3.**

District Clerk-Consolidation of Postage Expenditures for Jury Summons
CC REGULAR

Date:	04/05/2011
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	District Clerk
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Jury Summons:
a. Discussion, consideration, and approval to consolidate postage expenditures for jury summons for the District Courts, County Courts at Law, and Auxiliary Courts to be paid out of the District Clerk's General Fund budget.
b. Approval of 2011 interdepartmental transfer from Countywide Administration - Contingency to District Clerk in the amount of $28,000.00 to fund postage expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-41X-00-XXX-0-00X-0-XXX

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

BUDGETARY IMPACT:

1-1100-415-00-115-002-0-899 --> 1-1100-412-00-090-001-0-535 $28,000.00.

Funds available as of 3-30-11.

Estimated amount needed for postage expenditures is based on the average of 2010 Actual YTD expenditures. Please refer to attached expense analysis.

Attachments

Link: Postage Exp. Analysis

Link: District Clerk postage transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	03/31/2011 08:21 AM	APRV
2	Budget & Management	Erika Zamora	03/31/2011 08:49 AM	APRV
3	Sylvia Solis	Sylvia Solis	03/31/2011 09:02 AM	APRV
4	Auditor's Office		03/31/2011 04:00 PM	NEW

Form Started By: Ivan Cantu — Started On: 03/30/2011 08:24 AM

Final Approval Date: 03/31/2011

HIDALGO COUNTY

Department Of Budget & Management

SUMMARY OF POSTAGE EXPENDITURES FOR JURY SUMMONS

ACCOUNT NO.	DEPARTMENT	2010 ACTUAL EXPENDITURES (A)	ESTIMATED MONTHLY EXPENSE B = (A/12)	2011 ESTIMATED EXPENDITURES
1-1100-412-00-001-001-0-535	92ND DISTRICT COURT	$1,561.59	$130.13	$1,600.00
1-1100-412-00-002-001-0-535	93ND DISTRICT COURT	$1,561.59	$130.13	$1,600.00
1-1100-412-00-003-001-0-535	139TH DISTRICT COURT	$1,561.60	$130.13	$1,600.00
1-1100-412-00-004-001-0-535	206TH DISTRICT COURT	$1,561.61	$130.13	$1,600.00
1-1100-412-00-005-001-0-535	275TH DISTRICT COURT	$1,561.61	$130.13	$1,600.00
1-1100-412-00-006-001-0-535	332ND DISTRICT COURT	$1,829.37	$152.45	$1,900.00
1-1100-412-00-007-001-0-535	370TH DISTRICT COURT	$2,026.43	$168.87	$2,100.00
1-1100-412-00-008-001-0-535	389TH DISTRICT COURT	$1,561.62	$130.14	$1,600.00
1-1100-412-00-009-001-0-535	398TH DISTRICT COURT	$1,561.63	$130.14	$1,600.00
1-1100-412-00-010-001-0-535	430TH DISTRICT COURT	$1,561.63	$130.14	$1,600.00
1-1100-412-00-021-001-0-535	COUNTY COURT AT LAW NO. 1	$1,561.59	$130.13	$1,600.00
1-1100-412-00-022-001-0-535	COUNTY COURT AT LAW NO. 2	$1,561.59	$130.13	$1,600.00
1-1100-412-00-023-001-0-535	PROBATE COURT	$1,561.59	$130.13	$1,600.00
1-1100-412-00-024-001-0-535	COUNTY COURT AT LAW NO. 4	$1,561.59	$130.13	$1,600.00
1-1100-412-00-025-001-0-535	COUNTY COURT AT LAW NO. 5	$1,561.59	$130.13	$1,600.00
1-1100-412-00-026-001-0-535	COUNTY COURT AT LAW NO. 6	$1,561.59	$130.13	$1,600.00
1-1100-412-00-045-001-0-535	AUXILIARY COURT	$1,561.63	$130.14	$1,600.00
			TOTAL:	**$28,000.00**

DATE: April 5, 2011

DEPARTMENT HEAD: Raul Silguero, Jr.

2011

Interdepartmental Transfer

DEPARTMENT NAME: Dept of Budget & Mgmt for District Clerk

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

CONTACT PERSON: Ivan Cantu **PHONE:** (956) 292-7025 Ext. 5425

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:			
1-1100-415-00-115-002-0- 899	Co. Wide Adm.-	Contingency	(28,000.00)
TO:			
1-1100-412-00-090-001-0- 535	District Clerk-	Postage	28,000.00
	TOTAL BUDGET INCREASE (DECREASE)		-

REASON: To fund consolidation of postage expenditures for the District Courts, County Courts at Law, and Auxiliary Courts to be paid out from the District Clerk's General Fund budget.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

AI-26011 **17.B.1.**

Pct #3 P/U Rd. (1200)

CC REGULAR

Date:	04/05/2011
Submitted By:	Norma Ceballos, COMM. PCT. #3
Department:	COMM. PCT. #3
Agenda Category:	Budget and Management

Information

CAPTION

Pct. #3 R&B (1200):
Approval of 2011 appropriation of funds into Precinct #3 Paved/Unpaved Road in the total amount of $58,476.01.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-123-005-0-741

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

BUDGETARY IMPACT:

Available funds as of 3/30/11. Appropriation from R&B (1200) fund balance.

Attachments

Link: BA

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/30/2011 09:18 AM	APRV
2	Perla Lopez	Perla Lopez	03/30/2011 10:32 AM	APRV
3	Auditor's Office		03/31/2011 04:00 PM	NEW

Form Started By: Norma Ceballos — Started On: 03/30/2011 08:39 AM

Final Approval Date: 03/31/2011

DATE: April 5, 2011

DEPARTMENT HEAD: Commissioner Joe Flores - Pct. No. 3

DEPARTMENT NAME: Pct. No. 3 - R&B Fund (#1200)

ACCOUNT NUMBER: 1-1200-431-00-123-005-0-741

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

AI - 26011

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT	ACCOUNT (OBJECT) NAME	AMOUNT
1 1200 431 00 123 005 0 741	Pct #3 -P/U Rd. Vehicles	58,476.01
TOTAL BUDGET INCREASE -FUND 1100		58,476.01

REASON: Expected expenses. Appropriation to fund the purchase of 3 Pickups.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

___/___/___
DATE

ATTEST COUNTY CLERK

AI-26057 **17.B.2.**

2010 Appropriation of funds for various G/F and Special Revenue accts for Capital Lease Expenditures

CC REGULAR

Date:	04/05/2011
Submitted By:	Erika Zamora, BUDGET & MANAGEMENT
Submitted For:	Auditors Office
Department:	BUDGET & MANAGEMENT

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

Information

CAPTION

General Fund & Special Revenue Funds:
a. Approval of certification of revenue, as certified by the County Auditor, for 2010 capital lease expenditures in the total amount $228,583.18.
b. Approval of 2010 appropriation of revenues and expenditures in the total amount of $228,583.18 to fund capital lease expenditures (agreements) for various departments.

BACKGROUND

Budget amendment was submitted by the Auditor's Office, attached.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** G/F and Special Revenue

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

BUDGETARY IMPACT:

Approval of 2010 appropriation of revenues and expenditures in the total amount of $228,583.18 to fund capital lease expenditures (agreements) for various depts.

Attachments

Link: BA

Link: Certification of Revenue

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/31/2011 08:52 AM	APRV
2	Ivan Cantu	Ivan Cantu	03/31/2011 09:25 AM	APRV
3	Auditor's Office		03/31/2011 04:00 PM	NEW

Form Started By: Erika Zamora Started On: 03/31/2011 08:38 AM

Final Approval Date: 03/31/2011

DATE: MARCH 23, 2011

DEPARTMENT HEAD: RAY EUFRACIO, CPA, HIDALGO COUNTY AUDITOR

DEPARTMENT NAME: HIDALGO COUNTY AUDITOR'S OFFICE

18.B.3.

ACCOUNT NUMBER: 0-XXXX-XXX-XX-XXX-XXX-X-XXX

No Action

SUBJECT: Interfund transfer(s) (Increases(decrease)) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

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

	INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME			AMOUNT
1	0-1100-412-00-001-001-0-780	92ND DC-CAPITAL LEASES	KBM-541891	PO#643888	$ 3,628.45
	0-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES			3,628.45
2	0-1100-412-00-008-001-0-780	389TH DC-CAPITAL LEASES	RYR-398361	PO#637580	2,447.97
	0-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES			2,447.97
3	0-1100-412-00-009-001-0-780	398TH DC-CAPITAL LEASES	KAA-131618	PO#635887	9,290.37
	0-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES			9,290.37
4	0-1100-412-00-010-001-0-780	430TH DC-CAPITAL LEASES	KBM-541889	PO#644770	3,628.45
	0-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES			3,628.45
5	0-1100-412-00-061-001-0-780	JP PCT 1/PL 1-CAPITAL LEASES	WRR-560430	PO#637874	6,417.28
	0-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES			6,417.28
6	0-1100-412-00-080-002-0-780	CRIM DA-CAPITAL LEASES >APPEALS	RYR-399114	PO#644666	2,447.97
	0-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES			2,447.97
7	0-1100-412-00-080-002-0-780	CRIM DA-CAPITAL LEASES >FELONY	RYR-398975	PO#644666	2,447.97
	0-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES			2,447.97
8	0-1100-412-30-085-003-0-780	PUBLIC DEFENDER-CAPITAL LEASES	GBP-244398	PO#636596	7,530.96
	0-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES			7,530.96
9	0-1100-412-00-090-001-0-780	DIST CLERK-CAPITAL LEASES	AOPP011006207	PO#643196	14,273.33
	0-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES			14,273.33
10	0-1100-412-00-090-001-0-780	DIST CLERK-CAPITAL LEASES	C14102333	PO#648434	6,029.15
	0-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES			6,029.15
11	0-1100-412-00-090-001-0-780	DIST CLERK-CAPITAL LEASES	C14102332	PO#648434	6,029.15
	0-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES			6,029.15
12	0-1200-431-00-124-005-0-780	PCT4 RD ADM-CAPITAL LEASES	KBM-536042	PO#633907	9,158.45
	0-1200-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES			9,158.45
13	0-1100-414-00-130-001-0-780	ELECTIONS DEPT-CAPITAL LEASES	XEL-543042	PO#644414	19,119.94
	0-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES			19,119.94

SCANNED
DATE: _____

14	0-1100-415-15-140-001-0-780	TAX OFF-CAPITAL LEASES >COLLECTIONS	WTC-656795	PO#641460	6,224.75
	0-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES			6,224.75
15	0-1100-415-15-140-001-0-780	TAX OFF-CAPITAL LEASES >MCALLEN	WTC-656789	PO#641736	6,224.75
	0-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES			6,224.75
16	0-1100-415-15-140-001-0-780	TAX OFF-CAPITAL LEASES >EDINBURG BOOKKEEPING	WTC-656770	PO#641678	6,224.75
	0-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES			6,224.75
17	0-1100-415-15-140-001-0-780	TAX OFF-CAPITAL LEASES >ASSESSING	WTC-656765	PO#641702	6,224.75
	0-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES			6,224.75
18	0-1100-415-15-140-001-0-780	TAX OFF-CAPITAL LEASES >EDINBURG AUTO	WTC-656769	PO#641735	6,224.75
	0-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES			6,224.75
19	0-1100-415-18-160-001-0-780	PURCHASING-CAPITAL LEASES	LXW-328831	PO#643327	21,587.33
	0-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES			21,587.33
20	0-1100-415-21-170-001-0-780	CO AUDITOR-CAPITAL LEASES	GBP-245310	PO#634978	9,946.04
	0-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES			9,946.04
21	0-1100-415-40-180-001-0-780	CO CLERK-CAPITAL LEASES >MCALLEN	KBM-541951	PO#644698	3,628.45
	0-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES			3,628.45
22	0-1100-415-40-180-001-0-780	CO CLERK-CAPITAL LEASES >COLLECTIONS	XEK-495287	PO#644769	5,245.36
	0-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES			5,245.36
23	0-1100-415-40-180-001-0-780	CO CLERK-CAPITAL LEASES >CRIMINAL	XEK-495277	PO#644714	6,190.15
	0-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES			6,190.15
24	0-1237-415-40-180-003-0-780	CO CLERK-CAPITAL LEASES >RECORDING	XEK-492692	PO#644715	6,263.12
	0-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES			6,263.12
25	0-1237-415-40-180-003-0-780	CO CLERK-CAPITAL LEASES >CIVIL	XEK-492654	PO#644716	6,263.12
	0-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES			6,263.12
26	0-1237-415-40-180-003-0-780	CC REC MGMT-CAPITAL LEASES	FBT-330474	PO#634129	6,312.63
	0-1237-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES			6,312.63
27	0-1237-415-40-180-003-0-780	CC REC MGMT-CAPITAL LEASES >PROBATE	XEK-496817	PO#648246	5,245.36
	0-1237-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES			5,245.36
28	0-1100-415-50-190-002-0-780	HUMAN RESOURCES-CAPITAL LEASES	GBP-246966	PO#642069	8,882.72
	0-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES			8,882.72
29	0-1100-421-00-293-001-0-780	CONSTABLE PCT.3-CAPITAL LEASES	KBM-541762	PO#645220	3,628.45
	0-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES			3,628.45
30	0-1295-423-00-330-028-0-780	WESL B/C-CAPITAL LEASES	WTD-728329	PO#636659	3,026.87
	0-1295-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES			3,026.87
31	0-1293-441-00-340-013-2-780	TDH PHPSB-CAPITAL LEASES	UTU-836266	PO#650186	18,790.39
	0-1293-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES			18,790.39
		TOTAL BUDGET INCREASE REQUEST			$ 228,583.18

1 REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENT APPROVED BY COMMISSIONERS'
COURT ON 8/3/10 AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.
2 REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENT APPROVED BY COMMISSIONERS'
COURT ON 1/25/11 AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.
3 REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENT APPROVED BY COMMISSIONERS'
COURT ON 9/22/09 AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.
4 REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENT APPROVED BY COMMISSIONERS'
COURT ON 8/24/10 AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.
5 REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENT APPROVED BY COMMISSIONERS'
COURT ON 1/25/11 AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.
6 REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENT APPROVED BY COMMISSIONERS'
COURT ON 8/17/10 AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.
7 REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENT APPROVED BY COMMISSIONERS'
COURT ON 8/17/10 AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.
8 REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENT APPROVED BY COMMISSIONERS'
COURT ON 11/17/09 AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.
9 REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENT APPROVED BY COMMISSIONERS'
COURT ON 7/20/10 AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.
10 REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENT APPROVED BY COMMISSIONERS'
COURT ON 10/26/10 AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.
11 REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENT APPROVED BY COMMISSIONERS'
COURT ON 10/26/10 AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.
12 REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENT APPROVED BY COMMISSIONERS'
COURT ON 11/10/09 AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.
13 REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENT APPROVED BY COMMISSIONERS'
COURT ON 8/10/10 AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.
14 REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENT APPROVED BY COMMISSIONERS'
COURT ON 5/18/10 AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.
15 REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENT APPROVED BY COMMISSIONERS'
COURT ON 5/18/10 AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.
16 REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENT APPROVED BY COMMISSIONERS'
COURT ON 5/18/10 AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.
17 REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENT APPROVED BY COMMISSIONERS'
COURT ON 5/18/10 AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.
18 REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENT APPROVED BY COMMISSIONERS'
COURT ON 5/18/10 AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.
19 REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENT APPROVED BY COMMISSIONERS'
COURT ON 7/20/10 AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.
20 REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENT APPROVED BY COMMISSIONERS'
COURT ON 1/25/11 AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.
21 REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENT APPROVED BY COMMISSIONERS'
COURT ON 8/17/10 AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.
22 REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENT APPROVED BY COMMISSIONERS'
COURT ON 8/17/10 AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.
23 REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENT APPROVED BY COMMISSIONERS'
COURT ON 8/17/10 AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.
24 REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENT APPROVED BY COMMISSIONERS'
COURT ON 8/17/10 AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.

25 REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENT APPROVED BY COMMISSIONERS' COURT ON 8/17/10 AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.

26 REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENT APPROVED BY COMMISSIONERS' COURT ON 1/12/10 AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.

27 REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENT APPROVED BY COMMISSIONERS' COURT ON 11/2/10 AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.

28 REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENT APPROVED BY COMMISSIONERS' COURT ON 6/22/10 AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.

29 REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENT APPROVED BY COMMISSIONERS' COURT ON 8/31/10 AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.

30 REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENT APPROVED BY COMMISSIONERS' COURT ON 2/23/10 AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.

31 REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENT APPROVED BY COMMISSIONERS' COURT ON 12/30/10 AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.

There are no areas in my current budget to reduce in order to fund the above mentioned item's.

DEPARTMENT HEAD SIGNATURE

APPROVED BY COMMISSIONERS' COURT

APPROVED COMMISSIONERS' COURT

DATE

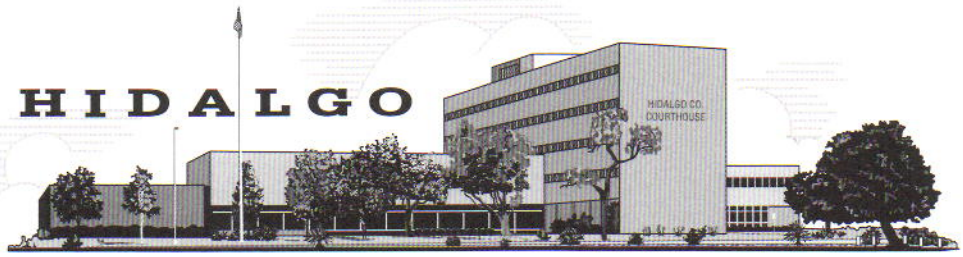
ATTEST COUNTY CLERK

ON

No Action.

Need Certification of Revenues Fr.

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

March 31, 2011

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

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.07075 SPECIAL BUDGET FOR REVENUE RECEIVED AFTER START OF FISCAL YEAR:

> The county auditor shall certify to the commissioners court the receipt of revenue from a new source not anticipated before the adoption of the budget and not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue for general purposes or for any of its intended purposes.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the revenue from other financing sources for capital leases in the amount of $228,583.18 for various departments. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

3-31-11
Date

HIDALGO COUNTY DISTRICT JUDGES

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

AI-25979 **18.A.4.**

Construction Management Services "New Sheriff Office Substation in Precinct 1"

CC REGULAR

Date: 04/05/2011
Submitted By: Nielda Cavazos, PURCHASING DEPT.
Submitted For: Nielda Cavazos
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service/construction management services:

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of Construction Management Firms to act as County's Designated Representative under the current AIA form of agreement for the design and construction of: A New Sheriff Office Substation in Precinct 1 Area:

Evaluators	Prodigy Construction Management, LLC	Dannenbaum Engineering Company	Dos Logisticts, Inc.	G.A.S. Enterprises, Inc.
Evaluator 1	97	93	92	95
Evaluator 2	95	95	98	98
Evaluator 3	98	89	91	82
Evaluator 4	98	95	94	91
Evaluator 5	99	94	95	87
Evaluator 6	83	91	86	64
Average	95	92.8	92.7	86.2
Ranking				

c. Authority for the Purchasing Department to negotiate a professional Contruction Management Services contract with the No. 1 ranked firm of _____ for the provision of Construction Management Services in connection with serving as Owner's Designated Representative under current AIA form of agreement for the design and construction of: A New Sheriff's Office Substation in the Precinct 1 Area.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Discussion by CC members have indicated that funding will be from architectural contract with GIGNAC (through deletion of certain services).

Attachments

Link: rank

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	03/31/2011 09:34 AM	APRV
2	Budget & Management	Erika Zamora	03/31/2011 10:07 AM	APRV
3	Ivan Cantu	Ivan Cantu	03/31/2011 10:15 AM	APRV
4	Auditor's Office		03/31/2011 04:00 PM	NEW

Form Started By: Nielda Cavazos Started On: 03/28/2011 02:58 PM

Final Approval Date: 03/31/2011

AI 25979

HIDALGO COUNTY PRECINCT NO 1
FOR
"Construction Management Services Pool"
For Sheriff's Office Substation in the Precinct No.1 Area
Scoring & Evaluation
GRID

Total Scores	Prodigy Construction Management	Dannenbaum Engineering Company	Dos Logistics Inc.,	G.A.S. Enterprises, Inc
Evaluator 1	97	93	92	95
Evaluator 2	95	95	98	98
Evaluator 3	98	89	91	82
Evaluator4	98	95	94	91
Evaluator 5	99	94	95	87
Evaluator6	83	91	86	64
	95	92.8	92.6	86.10
Rank				

AI-26053 **18.A.5.**

Approval-Agreement-Lexis Nexis-Online Research Services-Sheriff's Office
CC REGULAR

Date:	04/05/2011
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Sheriff's Office

Information

CAPTION

a. Requesting exemption from competitive bidding requirement under the Texas Local Government Code, Section 262.024(a)(7)(a) proprietary software in connection with On-line Research Services for Hidalgo County with Lexis Nexis.

b. Requesting approval of agreement(s) if applicable for-On-line Research Services with Lexis Nexis including but not limited to the following Hidalgo County department(s):

1. Sheriff's Office

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-415-00-200-002-0-534

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

BUDGETARY IMPACT:

Available balance as of 3-31-11 $6,240.60

Attachments

Link: Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Darlene Betancourt	03/31/2011 09:12 AM	APRV
2	Budget & Management	Erika Zamora	03/31/2011 09:15 AM	APRV
3	Manuel Chapa	Manuel Chapa	03/31/2011 09:30 AM	APRV
4	Auditor's Office		03/31/2011 04:00 PM	NEW

Form Started By: Rocio Villarreal Started On: 03/30/2011 04:03 PM

Final Approval Date: 03/31/2011

LexisNexis®

SLGovt

RENEW YOUR LEXISNEXIS SUBSCRIPTION NOW BY SIGNING THIS LETTER AGREEMENT

Thank you for using LexisNexis as your provider of dynamic, up-to-date news, legal and business information. We are dedicated to giving you the cutting edge you need to thrive in today's business environment.

Currently you are using the LexisNexis services pursuant to a Subscription Plan Amendment (the "Amendment") that allows you to use selected information relevant to your needs in exchange for a fixed monthly commitment. The fixed-rate Amendment offers you significant savings over transactional or "pay-as-you-go" pricing. However, your Amendment will expire soon.

By signing below, you may extend the term for the following period at the new monthly commitment rate indicated below:

Customer Name:	HIDALGO COUNTY SHERIFFS DEPARTMENT	**Account Number:**	119NBW

	Extension Period			Monthly Commitment	
Beginning	**04/01/2011**	**to**	**03/31/2012**	**$**	**638.00**
Beginning	**04/04/2012**	**to**	**03/31/2013**	**$**	**668.00**
Beginning	**04/01/2013**	**to**	**03/31/2014**	**$**	**698.00**

Current Number of Attorneys/Judges: _____

Current Number of Other Government Professionals: _____

This letter agreement shall also serve as your acceptance of the new General Terms & Conditions for Use of the Online Services effective September 1, 2010 set forth at www.lexisnexis.com/terms/general.

These changes will be effective on 04/01/2011. Except as expressly stated above, all other terms of the Amendment will remain unchanged and unaffected by this letter amendment.

If you have any questions about your new rate or would like to see a comparison of other pricing options, please contact me, your account representative, at:

Amber Stargel
Inside Sales Representative
O. 937-247-1541
F. 1-866-960-3651
amber.stargel@lexisnexis.com

If you agree with the new monthly commitment and extended term, then please print this message, provide the information requested for the total number of attorneys and judges in your office along with the total of other government professionals then sign and date. Upon completion, return the signed letter amendment to me at the fax number listed above. In order for these changes to be effective on the date listed above, please sign and return this letter amendment no later than the 5th of March.

If you do not respond to this letter, please be advised that the Amendment will expire at the end of the current commitment period and you will be charged standard, transactional rates for use of the LexisNexis Services.

Customer Name: HIDALGO COUNTY SHERIFFS DEPARTMENT

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

ND: SLGovt-Ltr-ContractRenewal-Sept2010 ID# 4847-7315-3799

AI-25952 **18.B.1.**

Approval of Change Order No.2 to Leal Construction, Inc. for Alamo Road Crossing Drainage Improvement Project.

CC REGULAR

Date:	04/05/2011
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Purchasing Department
Sub-category:	Prct. 2

Information

CAPTION

Requesting approval of Change Order No. 2 (decrease) in the amount of $3,860.44 with Leal Construction, Inc. (contracted vendor for "Alamo road Crossing Drainage Improvement Project") reflecting the following changes:

a. No Temporary Asphalt Section for Traffic Control Plan used.;
b. 24 LF of 72" RCP-RJ CL III Storm Drain Pipe (material only);
c. 121 LF of 72" RCP-RJ CL III Storm Drain Pipe used instead of 145 LF.;
d. 121 LF of Gravel Bedding used instead of 145 LF.; and,
e. Additional 117 SY of Concrete Rip Rap used,

with authority for County Judge or Court Member to execute document.

BACKGROUND

Contract #C-10-178-06-22 PO #643847

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1342-431-00-122-039-1-XXX

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

BUDGETARY IMPACT:

Revised contract amount will be $178,487.54 after CO#2.
Current PO amount is $182,347.98

Attachments

Link: Change Order #2

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/24/2011 03:46 PM	APRV
2	Budget & Management	Erika Zamora	03/24/2011 03:50 PM	APRV
3	Roland Garcia	Rolando Garcia	03/31/2011 09:22 AM	APRV
4	Auditor's Office		03/31/2011 04:00 PM	NEW

Form Started By: Yolanda Cisneros

Started On: 03/24/2011 01:32 PM

Final Approval Date: 03/31/2011

CHANGE ORDER NUMBER TWO (2)

Project: Alamo Road Crossing Drainage Improvement Project

DATE OF ISSUANCE: 1/27/2011 EFFECTIVE DATE: 2/15/2011

OWNER: Hidalgo County Precinct No. 2
OWNER'S CONTRACT NO: C-10-178-06-22

CONTRACTOR: Leal Construction, Inc.
P.O. Box 157
Olmito, Texas 78575

ENGINEER: Raul E. Sesin, PE
Planning Administrator
Hidaldo County Planning Department
1304 South 25th Street
Edinburg, Texas 78539

You are directed to make the following changes in the Contract Documents.

Description:

1. Temporary Asphalt Section for Traffic Control Plan
2. 72" RCP-RJ CL III Storm Drain Pipe Material only
3. 72" RCP-RJ CL III Storm Drain Pipe
4. Gravel Bedding as per plan
5. Concrete Rip Rap
6.

Reason for Change Order:

1. No Temporary Asphalt Section for Traffic Control Plan used.
2. 24 LF of 72" RCP-RJ CL III Storm Drain Pipe (material only)
3. 121 LF of 72" RCP-RJ CL III Storm Drain Pipe used instead of 145 LF
4. 121 LF of Gravel Bedding used instead of 145 LF
5. Additional 117 SY of Concrete Rip Rap used
6.

Attachments:

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIME:
Original Contract Price $ 154,917.41		Original Contract Time for Substantial Completion: _____ calendar days or dates
Net Changes from previous Change Order $ 27,430.57		Net Change from previous Change Orders 0 calendar days
Contract Price prior to this Change Order $ 182,347.98		Contract Time prior to this Change Order Substantial Completion: _____ calendar days or dates
Net Increase(decrease) of this Change Order $ (3,860.44)		Net Increase(decrease) of this Change Order calendar days
Contract Price with all approved Change Orders $ 178,487.54	Net % increase(decrease)from original contract price. 15.21%	Contract Time with all approved Change Orders Substantial Completion: _____ calendar days or dates

RECOMMENDED:
By: _____
Enigineer (Authorized Signature)
Date: 02/09/11

APPROVED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: _____
Contractor (Authorized Signature)
Date: 2-8-11

Exhibit E-B

Estimate Quantity Update Worksheet

Date: 1/27/11

Colonia:
Roadway:
Control: C-10-178-06-22
Project No. Alamo Road Crossing Drainage Improvement
County: Hidalgo
Est. No: 3
Work Type: DRAINAGE IMPROVEMENTS
Limits:
From: NORTH ALAMO ROAD
To: SIOUX ROAD AND ELDORA ROAD

Contractor: Leal Construction, Inc.
Contract Price: $182,347.98
Work Done This Mo.: $178,487.54
%Complete: 97.88%

Date Began: 9/29/2010
Contract Time: 90
Time Changed: 51
% Time Used 56.67%

						FIRST MONTH			SECOND MONTH			THIRD MONTH		
2 No.	Description	Unit	Project QTY	Unit Price	Project Amount	Monthly Quantity	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)
1	Preparing ROW	STA	34.33	300.5	$10,316.17			$0.00						
	BASE BID													
1	5' x 4' Reinforced Concrete Box	LF	127.00	$186.16	$23,642.32	127.00	127.00	$23,642.32	0.00	127.00	$0.00	0.00	127.00	
2	Precast or Cast in Place 5'x8' Junction Box with Ring & Cover	EA	2.00	$4,880.29	$9,760.58	2.00	2.00	$9,760.58	0.00	2.00	$0.00	0.00	2.00	
3	Traffic Control Plan	LS	1.00	$9,374.59	$9,374.59	1.00	1.00	$9,374.59	0.00	1.00	$0.00	0.00	1.00	
4	Gravel Bedding for 5'x4' Reinforced Concrete Box as	LF	127.00	$13.64	$1,732.28	127.00	127.00	$1,732.28	0.00	127.00	$0.00	0.00	127.00	
5	Cement Stabilized Backfill as Per Plan	LF	127.00	$16.25	$2,063.75	127.00	127.00	$2,063.75	0.00	127.00	$0.00	0.00	127.00	
6	Temporary Asphalt Section for Traffic Control Plan (Both Sides)	LS	1.00	$4,834.37	$4,834.37	1.00	1.00	$4,834.37	-1.00	-4834.37	-$4,834.37	0.00	0.00	
7	Trench protection	LF	143.00	$4.87	$696.41	143.00	143.00	$696.41	0.00	143.00	$0.00	0.00	143.00	
8	3 1/2" HMAC Type "D" with Prime Coat	SY	67.00	$121.86	$8,164.62	0.00	0.00	$0.00	67.00	67.00	$8,164.62	0.00	67.00	
9	13" Flex Base(Compacted) with 2% lime by Admixture Weight	SY	67.00	$87.04	$5,831.68	33.50	33.50	$2,915.84	33.50	67.00	$2,915.84	0.00	67.00	
10	4" Yellow Center Line(Thermoplastic)and Type II-A-A Raiaased	LS	1.00	$3,024.00	$3,024.00	0.00	0.00	$0.00	1.00	1.00	$3,024.00	0.00	1.00	
11	1-1/2" Planing of Existing Asphalt Section	SY	156.00	$37.16	$5,796.96	0.00	0.00	$0.00	156.00	156.00	$5,796.96	0.00	156.00	
12	72" Reinforced Concrete Pipe-RJ CL III Storm Drain Pipe	LF	16.00	$155.21	$2,483.36	16.00	16.00	$2,483.36	0.00	16.00	$0.00	0.00	16.00	
13	Gravel Bedding for 72" Reinforced Concrete Pipe as Per Plan	LF	16.00	$23.82	$381.12	16.00	16.00	$381.12	0.00	16.00	$0.00	0.00	16.00	
14	Remove and Replace 25 LF of 24" Pipe with 24" RCP-RJ CL III and	EA	1.00	$938.24	$938.24	1.00	1.00	$938.24	0.00	1.00	$0.00	0.00	1.00	
15	Remove and Replace 25 LF of 18" Pipe with 18" RCP-RJ CL III and	EA	1.00	$710.82	$710.82	1.00	1.00	$710.82	0.00	1.00	$0.00	0.00	1.00	
16	Remove Temporary Asphalt Section and Re-Grade Roadside	LS	1.00	$1,707.01	$1,707.01	1.00	1.00	$1,707.01	0.00	1.00	$0.00	0.00	1.00	
					$81,142.11									
	ADD ALTERNATE NO.1													
1	72" RCP-RJ CL III Storm Drain Pipe Material Only	LF	24.00	$94.50	$2,268.00	0.00	0.00	0.00	24.00	24.00	$2,268.00	0.00	24.00	
1	72" RCP-RJ CL III Storm Drain Pipe	LF	145.00	$141.34	$20,494.30	145.00	121.00	$20,494.30	-24.00	121.00	-$3,392.16	0.00	121.00	
2	Gravel Bedding as Per Plan	LF	145.00	$23.81	$3,452.45	145.00	121.00	$3,452.45	-24.00	121.00	-$571.44	0.00	121.00	
3	6" Concrete Rip-Rap	SY	40.00	$43.20	$1,728.00	30.000	0.00	$1,296.00	10.00	40.00	$432.00	0.00	40.00	
4	Trench Protection	LF	145.00	$4.87	$706.15	120.00	121.00	$584.40	1.00	121.00	$4.87	0.00	121.00	
					$28,648.90									
	ADD ALTERNATE NO.2													
1	5'X2' Reinforced Concrete Box	LF	160.00	$176.40	$28,224.00	160.00	160.00	$28,224.00	0.00	160.00	$0.00	0.00	160.00	
2	Gravel Bedding as Per Plan	LF	160.00	$23.82	$3,811.20	160.00	160.00	$3,811.20	0.00	160.00	$0.00	0.00	160.00	
3	6" Concret Rip-Rap	SY	80.00	$43.20	$3,456.00	6.598	80.00	$285.05	73.40	80.00	$3,170.97	0.00	80.00	
4	Trench Protection	LF	160.00	$4.87	$779.20	160.00	160.00	$779.20	0.00	160.00	$0.00	0.00	160.00	
5	Concrete Sediment Catch Basin	EA	1.00	$11,124.00	$11,124.00	1.00	0.00	$11,124.00	0.00	1.00	$0.00	0.00	1.00	
					$47,394.40									
	ADD ALTERNATE NO.3													
1	Ditch Excavation with maintenance bench as per plans	LF	570.00	$52.60	$29,982.00	0.00	0.00	$0.00						
2	Irrigation Line-16" Steel Pipe Crossing with Pipe Beam, Concrete	LS	1.00	$21,685.95	$21,685.95	0.00	0.00	$0.00						
	CHANGE ORDER # 1													
1	INSTALLATION OF TY C INLET	EA	2.00	$6,562.92	$13,125.84	0.00	0.00	$0.00	2.00	0.00	$13,125.84	0.00	2.00	
2	ADDITIONAL CONCRETE RIPRAP	SY	286.00	$43.20	$12,355.20	0.00	0.00	$0.00	403.00	523.00	$17,409.60	0.00	403.00	
3	TIE-IN FIELD DRAIN TO RCB	EA	1.00	$1,949.52	$1,949.52	0.00	0.00	$0.00	1.00	0.00	$1,949.52	0.00	1.00	
					$27,430.56									

Monthly Totals:	$131,291.29	$47,196.25	$178,487.53 $17,848.75
ADM(901)			
PRELIMINARY ENGINEERING (902)			
CONSTRUCTION ENGINEERING (903)			
RIGHT-OF-WAY (904)			
ROADWAY (905)			
DRAINAGE (906)			

Total to Date: $

Roadway (905): $0.00
Drainage (906): $0.00
Total: $0.00

Prepared and Checked By: _____

Signature: _____ Date: 1-27-2011

LEAL CONSTRUCTION, INC. Contractor Name

September 29, 2010 Starting Date

Project Ending Date

ALAMO ROAD CROSSING DRAINAGE IMPROVEMENTS Engineer's/County Project Description

Application No: 3

Application Date: 1/27/2011

Period To: 12/9/2010

Engineer's/County Project No.: 2010-178-05-09-mss

					Original Schedule Value			Value		First Month			Second Month			Third Month				Balance To Finish	
No.	Item Code	Description	Unit	Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
1		Preparing ROW	STA	300.5	34.33	$10,316.17															
					Total Base Amounts	$10,316.17	$0.00	0.00	$0.00	0.00	0.00	$0.00	0.00	0.00	$0.00	0.00	0.00	$0.00	0.00	0.00	$0.00

					Original Schedule Value			Value		First Month			Second Month			Third Month				Balance To Finish	
No.	Item Code	Description	Unit	Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
		BASE BID																			
1		5' x 4' Reinforced Concrete Box	LF	186.16	127	$23,642.32				127.00	127.00	$23,642.32	0.00	127.00	$0.00	0.00	0.00	0.00	127.00		
2		Precast or Cast in Place 5'x8' Junction Box with Ring & Cover	EA	4880.29	2	$9,760.58				2.00	2.00	$9,760.58	0.00	2.00	$0.00	0.00	0.00	0.00	2.00		
3		Traffic Control Plan	LS	9374.59	1	$9,374.59				1.00	1.00	$9,374.59	0.00	1.00	$0.00	0.00	0.00	0.00	1.00		
4		Gravel Bedding for 5'x4' Reinforced Concrete Box as per Plan	LF	13.64	127	$1,732.28				127.00	127.00	$1,732.28	0.00	127.00	$0.00	0.00	0.00	0.00	127.00		
5		Cement Stabilized Backfill as Per Plan	LF	16.25	127	$2,063.75				127.00	127.00	$2,063.75	0.00	127.00	$0.00	0.00	0.00	0.00	127.00		
6		Temporary Asphalt Section for Traffic Control Plan (Both Sides)	LS	4834.37	1	$4,834.37				1.00	1.00	$4,834.37	-1.00	-4834.37	-$4,834.37	0.00	0.00	0.00	-4834.37		
7		Trench protection	LF	4.87	143	$696.41				143.00	143.00	$696.41	0.00	143.00	$0.00	0.00	0.00	0.00	143.00		
8		3 1/2" HMAC Type "D" with Prime Coat	SY	121.86	67	$8,164.62				0.00	0.00	$0.00	67.00	67.00	$8,164.62	0.00	0.00	0.00	67.00		
9		13" Flex Base(Compacted) with 2% lime by Admixture Weight	SY	87.04	67	$5,831.68				33.50	33.50	$2,915.84	33.50	67.00	$2,915.84	0.00	0.00	0.00	67.00		
10		Line(Thermoplastic)and Type II-A-A Raiaased Pavement Markers	LS	3024	1	$3,024.00				0.00	0.00	$0.00	1.00	1.00	$3,024.00	0.00	0.00	0.00	1.00		
11		1-1/2" Planing of Existing Asphalt Section	SY	37.16	156	$5,796.96				0.00	0.00	$0.00	156.00	156.00	$5,796.96	0.00	0.00	0.00	156.00		
12		72" Reinforced Concrete Pipe-RJ CL III Storm Drain Pipe	LF	155.21	16	$2,483.36				16.00	16.00	$2,483.36	0.00	16.00	$0.00	0.00	0.00	0.00	16.00		
13		Gravel Bedding for 72" Reinforced Concrete Pipe as Per Plan	LF	23.82	16	$381.12				16.00	16.00	$381.12	0.00	16.00	$0.00	0.00	0.00	0.00	16.00		
14		Pipe with 24" RCP-RJ CL III and Safety Ends	EA	938.24	1	$938.24				1.00	1.00	$938.24	0.00	1.00	$0.00	0.00	0.00	0.00	1.00		
15		Pipe with 18" RCP-RJ CL III and Safety Ends	EA	710.82	1	$710.82				1.00	1.00	$710.82	0.00	1.00	$0.00	0.00	0.00	0.00	1.00		
16		and Re-Grade Roadside Ditch(Both Sides)	LS	1707.01	1	$1,707.01				1.00	1.00	$1,707.01	0.00	1.00	$0.00	0.00	0.00	0.00	1.00		
					Total Base Amounts	$81,142.11	$0.00	0.00	$0.00	596.50	596.50	$61,240.69	256.50	-3,981.37	$15,067.05	0.00	0.00	$0.00	-$3,981.37	0.00	$0.00

ADD ALTERNATE NO.1

					Original Schedule Value			Value		First Month			Second Month			Third Month				Balance To Finish	
No.	Item Code	Description	Unit	Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
1		72" RCP-RJ CL III Storm Drain Pipe Material Only	LF	94.5	24	$2,268.00				0.00	0.00	$0.00	24.00	24.00	$2,268.00	0.00	0.00	0.00	24.00		
1		72" RCP-RJ CL III Storm Drain Pipe	LF	141.34	145	$20,494.30				145.00	145.00	$20,494.30	-24.00	121.00	-$3,392.16	0.00	0.00	0.00	121.00		
2		Gravel Bedding as Per Plan	LF	23.81	145	$3,452.45				145.00	145.00	$3,452.45	-24.00	121.00	-$571.44	0.00	0.00	0.00	121.00		
3		6" Concrete Rip-Rap	SY	43.2	40	$1,728.00				30.00	30.00	$1,296.00	10.00	40.00	$432.00	0.00	0.00	0.00	40.00		
4		Trench Protection	LF	4.87	145	$706.15				120.00	120.00	$584.40	1.00	121.00	$4.87	0.00	0.00	0.00	121.00		
					Total Base Amounts	$26,380.90	$0.00	0.00	$0.00	$440.00	440.00	$25,827.15	-37.00	403.00	-$3,526.73	0.00	0.00	$0.00	403.00	0.00	$0.00

ADD ALTERNATE NO.2

					Original Schedule Value			Value		First Month			Second Month			Third Month				Balance To Finish	
No.	Item Code	Description	Unit	Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
1		5'X2' Reinforced Concrete Box	LF	176.4	160	$28,224.00				160.00	160.00	$28,224.00	0.00	160.00	$0.00	0.00	0.00	0.00	160.00		
2		Gravel Bedding as Per Plan	LF	23.82	160	$3,811.20				160.00	160.00	$3,811.20	0.00	160.00	$0.00	0.00	0.00	0.00	160.00		
3		6" Concret Rip-Rap	SY	43.2	80	$3,456.00				6.60	80.00	$285.05	73.40	80.00	$3,170.88	0.00	0.00	0.00	80.00		
4		Trench Protection	LF	4.87	160	$779.20				160.00	160.00	$779.20	0.00	160.00	$0.00	0.00	0.00	0.00	160.00		
5		Concrete Sediment Catch Basin	EA	11124	1	$11,124.00				1.00	0.00	$11,124.00	0.00	1.00	$0.00	0.00	0.00	0.00	1.00		
					Total Base Amounts	$47,394.40	$0.00	0.00	$0.00	487.60	560.00	$44,223.45	73.40	561.00	$3,170.88	0.00	0.00	$0.00	561.00	0.00	$0.00

ADD ALTERNATE NO.3

					Original Schedule Value			Value		First Month			Second Month			Third Month				Balance To Finish	
No.	Item Code	Description	Unit	Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
1		Ditch Excavation with maintenance bench as per plans	LF	52.6	570	$29,982.00				0.00			0.00			0.00			0.00		
2		Irrigation Line-16" Steel Pipe Crossing with Pipe Beam, Concrete Pipe Support Collars, Steel Straps and 12" Square Pre-Cast Concrete Pilings	LS	21685.95	1	$21,685.95				0.00			0.00			0.00			0.00		
					Total Base Amounts	$51,667.95	$0.00	0.00	$0.00	0.00	0.00	$0.00	0.00	0.00	$0.00	0.00	0.00	$0.00	0.00	0.00	$0.00

CHANGE ORDER # 1

					Original Schedule Value			Value		First Month			Second Month			Third Month				Balance To Finish	
No.	Item Code	Description	Unit	Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
1		INSTALLATION OF TY C INLET	EA	6562.92	2	$13,125.84				0.00			2.00	2.00	$13,125.84	0.00			2.00		
2		ADDITIONAL CONCRETE RIPRAP	SY	43.2	286	$0.00				0.00			403.00	1.00	$17,409.60	0.00			403.00		
3		TIE-IN FIELD DRAIN RCB	EA	1949.52	1	$1,949.52				0.00			1.00	1.00	$1,949.52	0.00			1.00		
					Total Base Amounts	$15,075.36	$0.00	0.00	$0.00	0.00	0.00	$0.00	406.00	4.00	$32,484.96	0.00	0.00	$0.00	406.00	0.00	$ 17,848.75

AI-26041 **18.B.2.**

Requesting Approval of WA#3 with R. Gutierrez Engineering
CC REGULAR

Date:	04/05/2011
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 2

Information

CAPTION

a. Pursuant to current contract with R. Gutierrez Engineering Corporation (**article 12**) C-10-376-12-14) a request by engineer to permit the subcontracting of TEDSI Infrastructure Group in connections with Traffic Signals to be located at the intersection of McColl Rd and Dicker Rd";

b. Acceptance and approval of Work Authorization No. 3 (with an estimated cost of $22,000.00) as submitted by project engineer, R. Gutierrez Engineering Corporation, for engineering services in connection with: "Traffic Signals to be located at the intersection of McColl Rd and Dicker Rd" within Hidalgo County Pct. No. 2 through Contract # C-10-376-12-14.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1315-431-00-122-028-0-731

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

BUDGETARY IMPACT:
Avail. Bal. $68,663.59

Attachments

Link: WA#3

Link: Scanned Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Darlene Betancourt	03/31/2011 08:51 AM	APRV
2	Budget & Management	Erika Zamora	03/31/2011 09:09 AM	APRV
3	Roland Garcia	Rolando Garcia	03/31/2011 09:35 AM	APRV
4	Auditor's Office		03/31/2011 04:00 PM	NEW

Form Started By: Rocio Villarreal — Started On: 03/30/2011 02:31 PM

Final Approval Date: 03/31/2011

HIDALGO COUNTY
Professional Engineering Services
Contract # C-10-376-12-14
Work Authorization Form

Work Authorization No. 3

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1 of the Agreement made by and between the **HIDALGO COUNTY**, acting herein by and through Commissioner's Court, hereinafter called the "**Owner**," and, **R. GUTIERREZ ENGINEERING CORPORATION**, professional engineers of Pharr, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the **Engineer** to provide professional engineering services for a Traffic Signal to be located at the intersection of McColl Road and Dicker Road in Hidalgo County, Texas.

The scope of services to be provided by the **Owner** is identified in **Attachment A – Services to be Provided by the Owner** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **Attachment B – Services to be Provided by the Engineer** attached hereto.

PART 2. ESTIMATED COST
The estimated cost for services under this Work Authorization is included in **Attachment D – Proposed Fee**. The actual amount payable for services under this Work Authorization will be in accordance with Article 5.

PART 3. PAYMENT
Payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Article 8.

PART 4. FUNDING
This Work Authorization shall be funded through funding source:

Account No. _____

Requisition No. _____ (must be included after CC approval)

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate upon completion of the scope of services of the work as provided in Article 3.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACCEPTANCE AND ACKNOWLEDGEMENT
This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of ___ day of _____, 2011.

ENGINEER:

R. Gutierrez Engineering Corporation

By: _____
Name: Ramiro Gutierrez, P.E.
Title: President

OWNER:

COUNTY OF HIDALGO

By: _____
Name: Hector "Tito" Palacios
Title: Commissioner Pct. No. 2

By: _____
Name: Ramon Garcia
Title: County Judge

LIST OF ATTACHMENTS

ATTACHMENT A – Services to be Provided by the Owner
ATTACHMENT B – Services to be Provided by the Engineer
ATTACHMENT C – Work Schedule
ATTACHMENT D – Proposed Fee

HIDALGO COUNTY
Professional Engineering Services
Contract # C-10-376-12-14

Work Authorization No. 3

ATTACHMENT A
Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Project**.

General
The **Owner** will provide to the **Engineer** the following:

(1) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 5 and Article 6, both of this Agreement.

(2) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.

(3) Provide any available relevant data the **Owner** may have on file concerning the project.

(4) Provide timely review and decisions in response to the **Engineer**'s request for information and/or required submittals and deliverables.

(5) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

(6) Assist **Engineer** with obtaining permission to enter on properties for the purpose of surveying for the project.

HIDALGO COUNTY
Professional Engineering Services
Contract # C-10-376-12-14
Work Authorization Form

Work Authorization No. 3

ATTACHMENT B
Services to be Provided by the Engineer

The scope of work will consist of engineering services for a Traffic Signal to be located at the intersection of McColl Road and Dicker Road in Hidalgo County, TX.

TRAFFIC SIGNAL DESIGN. The engineering services described herein are associated with a Traffic Signal at the intersection of McColl Rd and Dicker Road. The ENGINEER shall prepare proposed signal design using strain poles, span wires and VIVDS or loops for vehicle detection. The ENGINEER will coordinate with TXDOT for approval of traffic signal installation.

The ENGINEER will select and furnish the appropriate TXDOT standard detail drawings for the Traffic Signal Design. The ENGINEER will use TXDOT Standard Detail Drawings. Development of Standard Detail Drawings is not part of this scope. All appropriate specifications will be provided by the ENGINEER as required by OWNER. Any general notes for the contractor concerning traffic signal construction will be included with the design drawings.

Traffic Signal design shall be developed in conformance with TXDOT Pharr District requirements and TXDOT Standards, including any appropriate Americans with Disabilities Act (ADA) design considerations. All required specifications, general notes and estimates will be included. The ENGINEER's plan layouts shall be prepared in English units on 11"X17" sheets.

Traffic signal plans shall generally consist of the following drawings:

Existing Traffic Signal Conditions layouts
Proposed Signal Layouts
Proposed Schedules
Electrical Service Data
Traffic Signal Summary
General Notes, Specification Data and Construction Estimate
Standard Detail Drawings

The scope does not include design or detailing of interconnect system, development of signal progression, signing, pavement markings and construction management.

TRAFFIC SIGNAL WARRANT STUDY REVISIONS. Hidalgo County had prepared a traffic signal warrant study for the intersection of McColl Road and Dicker Rd in December 2008.

The ENGINEER shall submit previously mentioned traffic signal warrant study to TXDOT. Should TXDOT require modifications to traffic signal warrant study, the ENGINEER shall modify traffic signal warrant study and re-submit to TXDOT for approval.

If TXDOT accepts traffic signal warrant study as is and revisions are not needed, ENGINEER shall not invoice this portion of fee proposal.

HIDALGO COUNTY
Professional Engineering Services
Contract # C-10-376-12-14
Work Authorization Form

Work Authorization No. 3

ATTACHMENT C
Work Schedule

The schedule for the work in this Work Authorization shall commence on the date of execution of this Work Authorization and continue for:

(1) a period which may reasonably be required for performing the topographic and boundary surveying services called for as described in Attachment B of this Work Authorization including any extra work and any required additions thereto; or

(2) a period extending 12 months after the completion of the services called for as described in Attachment B of this Work Authorization.

The final acceptance by the Owner of the services called for as described in Attachment B of this Work Authorization shall serve as evidence of completion of the work on this Work Authorization.

McColl Road II

Traffic Signal Improvements
(Intersection of McColl Road and Dicker Road)

Proposed Fee

TASK	COST
Traffic Signal Improvements Fee	
TRAFFIC SIGNAL DESIGN	$16,500
TRAFFIC SIGNAL WARRANT STUDY REVISIONS	$5,500
TOTAL	**$22,000**

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-10-376-12-14

THIS AGREEMENT is made, entered into and executed as of the 14th day of **December, 2010** by and between the **COUNTY OF HIDALGO,** acting herein by and through the Hidalgo County Commissioners Court, hereinafter called the "Owner" and **R. Gutierrez Engineering Corporation, a Texas Corporation,** professional engineers, of Pharr, Texas, hereinafter called the "Engineer".

WHEREAS, the Engineer desires to provide engineering services to Hidalgo County Precinct No. 2 to develop various road and bridge, right of way, sanitation, parks projects and environmental assessments type projects for such Precinct No. 2 for a period of one year, beginning on the effective date of the Agreement.

WHEREAS, Owner has selected the **Engineer** to provide the Services within Hidalgo County Precinct No. 2, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and Engineer hereby agree as follows

ARTICLE 1. Employment of Engineer. Engineer agrees to perform professional engineering services as assigned by Owner for and on behalf of Owner for a period of one year, beginning on the effective date of this Agreement, and for as long thereafter as is necessary to complete the

projects assigned to Engineer, as further specified in Article 3. During the one-year term of this Agreement, Owner may assign to Engineer work related to road and bridge, right-of-way, sanitation, parks and environmental assessments type projects (each herein referred to as a "Project") to be undertaken by Owner's Precinct No. 2. The general scope of services which Engineer shall perform with respect to Projects assigned to it are as stated in **Exhibit "A"** which is attached hereto and incorporated herein by reference for all purposes, and in the sections to follow. Upon assignment of a Project to Engineer, Engineer and Owner agree to execute a Work Order in substantially the form contained in **Exhibit "B"** which is attached hereto and incorporated herein for all purposes, which form shall set forth the specific scope of Engineer's services to be performed in connection with such Project. Owner agrees to pay Engineer compensation as stated herein in exchange for such services.

ARTICLE 2. NON-EXCLUSIVE SERVICES OF ENGINEER. Hidalgo County reserves the right to request these services from other sources other than the engineer and shall not be in violation of any terms or conditions of this Agreement.

ARTICLE 3. SCOPE OF SERVICES. The Engineer's services, as more fully described generally in **Exhibit "A"**, and specifically in each Work Order, shall be divided into the following phases, and compensation of the Engineer based on completion of the milestones specified for such phase;

A. <u>Preliminary Phase:</u>

A specific description of the services to be rendered by the Engineer in the Preliminary Phase is included in **Exhibit "A".**

B. <u>Design Phase:</u>

A specific description of the services to be rendered by the Engineer in the Design Phase is included in **Exhibit "A".**

C. **Construction Phase:**

A specific description of the services to be rendered by the Engineer in the Construction Phase included in **Exhibit "A".**

ARTICLE 4. Period of Service. The services called for in Article 2A (Preliminary Phase) of this Agreement shall be completed and the report submitted immediately following the receipt by the Engineer of notice to proceed for a Project.

After receipt from the Owner of acceptance of the preliminary study and report for a project indicating any specific modifications or changes in scope desired by the Owner, and upon written authorization from the Owner, the Engineer will proceed with the performance of the services called for in Article 2.B (Design Phase) of this Agreement, so as to deliver completed contract drawings, specifications and estimates of cost for construction of the Project. Engineer will, upon the execution of a work order for a Project, proceed to obtain all necessary permits and prepare any applications or studies which Owner may need to submit to any federal, state or local authority in order to comply with any laws, regulations, ordinances, building codes and/or guidelines.

Following the award by the Owner of a construction contract or contracts, the Engineer will proceed with the performance of the services called for in Article 2.C (Construction Phase) of this Agreement.

This Agreement shall remain in force, with respect to any particular Project, (1) for a period which may reasonably be required for the design, award of contracts, construction each Project, and supervision of the initial operation of each Project, including extra work and any required extensions thereto; or (2) for a period of 12 months after the completion of the services for each Project called for either in Section 2.A (Preliminary Phase) or B (Design Phase), which ever

may be pertinent, in case construction is not commenced. The final acceptance by the Owner of each construction contract in each Project shall serve as evidence of completion, on the part of the Engineer, of all services under this Agreement insofar as they pertain to that section of each Project.

ARTICLE 5. Coordination with the Owner. The Engineer shall hold conferences with the Owner, or his representatives as often as necessary, to the end that the Project, as perfected, shall have full benefit of the Owner's experience and knowledge of existing

needs and facilities, and be consistent with Owner's current policies and standards. To implement this coordination, the Owner shall make available to the Engineer for use in planning the Project, all existing plans, maps, field notes, statistics, computations and other data in his possession relative to existing facilities and to the Project.

ARTICLE 6A. Fees. For and in consideration of the services to be rendered by the Engineer, the Owner shall pay Engineer a percentage fee equal to 8 % of construction costs for engineering services and an additional 2 ½ % of construction costs for the additional services of topographic surveying work and elevation determination for the Preliminary, Design and Construction Phases of the work. At Engineer's completion and Owner's approval of Engineer's services under the Preliminary Phase as defined in Article 2 hereof, Owner shall pay, in accordance with Article 8 hereof, 50% of the fees for engineering services and topographic surveying work based on the Engineer's estimated construction costs. At Engineer's completion and Owner's approval of the Engineer's services under the Design Phase, as defined in Article 2 hereof, Owner shall pay 30% of the fees for Engineering Services and topographic surveying work based on the lowest responsible and qualified bid for the Project. At Engineer's completion and Owner's approval of the Engineer's services under the Construction Phase as defined in Article 2 of this Agreement, Owner shall pay the remainder due for of the Engineering services and

topographic surveying work based on the actual construction cost of the Project. . If no contract is awarded, or if no proposals or bona fide bids are received, the Engineer shall be paid for the Design Phase as though Engineer had completed the Design Phase and Owner shall have no further liability to Engineer for any such particular Project under this Agreement.

B. Services Not Included in Above Fees: The fees above described shall provide compensation to the Engineer for all services called for under this Agreement to be performed by him, or under his direction, except the services set forth below. These excluded services, and the compensation to be paid by the Owner to the Engineer for their performance as required, are as follows:

SPECIAL SERVICE

1. Actual performance of test borings and other foundation investigations and related analysis, and detailed mill shop and/or laboratory inspection of materials and equipment.

2. Services of resident engineer or inspector if required by Owner.

3. Additional copies of reports and additional blue print copies of drawings and specifications over 5.

4. Extra travel required of the Engineer and authorized by the Owner to points outside of Hidalgo County other than from Engineer's office to and in between the Project Location.

5. Assistance to the Owner as expert witness in any litigation with third parties, arising from the development or construction of the Project.

6. Investigations involving detailed consideration of operation, maintenance and overhead expenses; and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements, feasibility studies, appraisals, valuations, and material audits or inventories required for certification of force account construction performed by Engineer.

7. Right-of-Way title research, mapping and surveying for Right-of-Way acquisition, preparation of field notes for Right-of-Way acquisition.

8. Investigations involving detailed environmental studies for obtaining permit from various governmental agencies as may be required to approve project.

9. Preparation of subdivision plat, application, conceptual utility plan, drainage report and attending meetings as necessary to obtain preliminary and final plat approval. Preparation of construction documents for public improvements that may be needed for obtaining subdivision plat approval.

10. Detailed construction staking and project administration for projects as requested by the owner.

Basis of Compensation

1. (1) Furnished directly by Owner or (2) By Engineer at salary cost plus 10% and reimbursement for direct non-labor expense and subcontract expense at invoice cost plus a 10% service charge.
2. Owner will employ the resident engineer or inspector and directly pay all costs such as salary and other related expenses to any such person or persons employed by owner in such capacity.

3. Salary cost plus 10% and reimbursement for direct non-labor expense and subcontract expense at invoice cost plus a 10% service charge.

4. At rates authorized by Hidalgo County for its County Officials.

5. At rates authorized by Hidalgo County for its County Officials.

6. Salary cost plus 10% and reimbursement for direct non-labor expense and subcontract expense at invoice cost plus a 10% service charge.

7. (1) Furnished directly by Owner or (2) By Engineer at negotiated fee or salary cost plus 10% and reimbursement for direct non-labor expense or subcontract expense at invoice cost plus a 10% service charge.

8. By Engineer at negotiated fee or subcontract expense at invoice cost plus 10% service charge.

9. By Engineer at negotiated fee or subcontract expense at invoice cost plus 10% service charge.

10. Salary cost plus 10% and reimbursement for direct non-labor expense and subcontract expense at invoice cost plus a 10% service charge.

Payments to the Engineer for authorized services not at the percentage fees will be made in accordance with the terms and provisions of Article 8 hereof, by the Owner, upon presentation of monthly statements by the Engineer of such services.

ARTICLE 7. Revision to Drawings and Specifications. The Engineer will make, without expense to the Owner, such revisions of the preliminary drawings as may be required to meet the needs of the Owner, but after a definite plan has been approved by the Owner, if a decision is subsequently made by the Owner, which for its proper execution, involves extra services and expenses for changes in, or additions to the drawings, specifications or other documents which do not concern reducing expenses to allow the Project's cost to be within the amount estimated by Engineer, or if the Engineer is put to labor or expense by delays imposed on him from causes not

within his control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, the Engineer shall be compensated for such extra services and expense, which services and expense shall not be considered as covered by the fee stipulated in Article 5B this Agreement. Compensation for such extra services shall be determined in accordance with Article 5B. Notwithstanding any provision herein to the contrary, in the event it is necessary for Owner to require changes in the final plan of the Project to enable it to reduce the cost of a Project to an amount within the sum estimated by Engineer, Engineer will make such revisions or changes without charge to Owner.

ARTICLE 8. Ownership of Documents. Original drawings and specifications are the property of the Engineer; however, the Project is the property of the Owner, and Engineer may not use the drawings and specifications therefor for any purpose not relating to the Project without Owner's consent. Owner shall be furnished with such reproductions of drawings and specifications as Owner may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 19, Engineer will revise drawings to reflect changes made during construction and will promptly furnish the Owner with one complete set of reproducible record prints. Additional prints shall be furnished, as an additional service, at any other time requested by Owner. All such reproductions shall be the property of the Owner who may use them without Engineer's permission for any proper purpose relating to the Project, including, but not limited to, additions to or completion of the Project.

ARTICLE 9. <u>Request for Payment</u>. On or before noon of the first Monday of each month during the performance of the services, Engineer shall submit to Owner for its approval a request for payment ("Request for Payment") in form and substance satisfactory to Owner. Each Request for Payment shall set forth the amount due for Engineer's services rendered, together with a detailed breakdown of the amount and the sum of all prior payments. Owner shall review each

such Request for Payment and may make such exceptions as Owner reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of Owner meets approving such payment, the Owner shall make payment to Engineer in the amount approved as aforesaid subject to Article 8.4 below.

9.2 **Final Payment**. After final completion of the work and acceptance thereof by Owner, Engineer shall submit a final request ("Final Request") which shall set forth all amounts due and remaining unpaid to Engineer and upon approval thereof by Owner, Owner shall pay to Engineer the amount due ("Final Payment") under such Final Request in accordance with the provisions of Article 8.1.

9.3 **The Final Request for Payment** shall not be made until Engineer delivers to Owner an affidavit that so far as Engineer has knowledge or information any and all amounts due for materials and services over which Engineer has control have been paid.

9.4 **Qualification on Obligations to Pay**. Any provision hereof to the contrary notwithstanding, Owner shall not be obligated to make any payment (whether a payment under Article 8.1 hereof or Final Payment) to Engineer hereunder if any one or more of the following conditions precedent exist:

(1) Engineer is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to Engineer's services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to Engineer's services which were performed in accordance with this Agreement;

(3) Engineer has failed to make payments promptly to consultants or other third parties used in connection with the Engineer's services for which Owner has made payment to

Engineer;

(4) If Owner, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Engineer's services in accordance with this Agreement, no additional payments will be due Engineer hereunder unless and until Engineer, at its sole cost, performs a sufficient portion of the Engineer's services so that such portion of the compensation then remaining unpaid is determined by Owner to be sufficient to so complete the Engineer's services.

9.5 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the Engineer's services to which such partial payment related or relieves Engineer of any of its obligations hereunder with respect thereto.

9.6 Engineer shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the Engineer's services.

9.7 **Waiver.** The making of the Final Payment shall constitute a waiver of all claims by the Owner except those arising from **(1)** faulty or defective services of Engineer appearing after completion of the Project, **(2)** failure of Engineer's services to comply with the requirements of this Agreement or any contracts or agreements related to the Project, or **(3)** terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of Final Payment shall constitute a waiver of all claims by the Engineer except those previously made in writing and identified by the Engineer as unsettled at the time of the Final Request for payment.

ARTICLE 10. Discounts, Rebates, Refunds. In connection with procurement services rendered by Engineer, if procurement services are required of Engineer in **Exhibit "A"**, all discounts, rebates and refunds shall accrue to Owner. For some purchases, Engineer may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other

considerations may dictate delay. In such cases, Engineer shall promptly notify Owner so that a course of action may be mutually agreed upon by Owner and Engineer.

ARTICLE 11. Records, Accounting, Inspection. Engineer shall keep full and detailed records and accounts in a manner approved by Owner. Engineer shall afford Owner's authorized personnel and independent auditors, if any, full access to the work performed by Engineer regarding the Project and to all of Engineer's books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement, and Engineer shall preserve all such records for three (3) years after final payment. Engineer shall deliver to Owner upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of Owner.

ARTICLE 12. Subcontracting and Assignment. This Agreement may not be assigned or encumbered by Engineer nor may Engineer subcontract any work hereunder in whole or in part, unless written permission is first obtained from Owner except as provided in **Exhibit "A".** Owner shall have the right to approve any of Engineer's subcontracts of any portions of the work hereunder as Owner may deem advisable. Engineer will bind every subcontractor by written contract to observe all the terms of this Agreement to the extent that they may be applicable to such subcontractors.

ARTICLE 13. Patents. Engineer shall indemnify and save Owner harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by Engineer or from the use of any process designed by Engineer or effected by said apparatus or equipment, and Engineer shall indemnify and save Owner harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement; provided, however, that Owner shall promptly transmit to Engineer all papers served on Owner in any suit involving such claim of infringement, and provided further,

that Owner permits Engineer to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, Engineer shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years.

Engineer hereby grants to Owner a non-exclusive, royalty-free license under patents now or hereafter owned by Engineer covering any machines, apparatus, processes, articles, or products included in Engineer's work hereunder.

ARTICLE 14. Confidential Information, Inventions and Other Restrictions.

(a) Engineer shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of Owner, or any other confidential information given to Engineer by any of Owner's commissioners, elected officials, employees, or representatives or acquired by Engineer during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in Engineer's possession prior to such disclosure to Engineer by Owner or which is or shall lawfully be published or become part of general knowledge from sources other than Engineer or which otherwise shall lawfully become available to Engineer from a source other than Owner, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by Engineer in performing such work. Such information may, of course, be disclosed to the proper officials or employees of Owner if necessary to perform the work hereunder. Engineer shall, however, inform each of its employees who receive such information of these restrictions

and Engineer shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to Owner, effectuating the purposes of this Article.

(b) Engineer shall communicate to Owner at once, and require Engineer's employees assigned to this Project to communicate to Owner all inventions and improvements which any of Engineer's employees, either alone or in conjunction with any of Owner's employees may conceive, make or discover during the course of or as a result of work on this Project under this or any ensuing agreement with Owner that relates to the processes, products, compositions, machinery or plants of Owner, or relating in any way to any of the operations in which Owner has been or is engaged at the time, and such inventions and improvements shall become the sole, exclusive property of Owner without any obligation on its part to make any payment therefor in addition to any sums which Owner may be obligated to pay to Engineer as compensation for services rendered by Engineer under contract with Owner. Engineer shall require its employees to execute patent applications and assignments thereof to Owner or its nominees, and powers of attorney relating thereto for any county Owner may designate, and shall take all other actions as Owner may request to maintain and protect such inventions and improvements. Owner shall pay all costs or charges incurred in protecting such inventions and improvements if Owner desires to protect them. Before assigning any of Engineer's employees to work under any contract with Owner concerning this Project, Engineer shall obtain from them agreements satisfactory to Owner effectuating the purposes of this paragraph.

(c) The rights and obligations set forth in this Article 13 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof.

ARTICLE 15. Warranties.

(a) Engineer warrants that engineering design work performed by it hereunder shall be in

accordance with good engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, Owner and Engineer agree and acknowledge that Owner is entering into this Agreement in reliance on Engineer's experience and abilities with respect to performing the Engineer's services hereunder. The Engineer accepts the relationship of trust and confidence established between it and the Owner by this Agreement. Engineer covenants with Owner to use its **best** efforts, skill, judgment and abilities to design the Project and to further the interests of Owner in accordance with Owner's requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. Prior to the commencement of construction, Engineer shall certify in writing to Owner that the Drawings and Specifications and all drawings and the improvements when built in accordance therewith conform to all applicable governmental regulations, statutes and ordinances then in effect. Engineer represents, covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the Engineer's services.

(c) The Engineer represents, covenants and agrees that all of Engineer's services to be furnished by the Engineer under or pursuant to this Agreement from the inception of the Agreement until the Project has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of a project such as the Project with all the amenities as set forth in the Drawings and Specifications.

(d) The Engineer represents, covenants and agrees that its special talent, training and

experience cause it to be the prime professional on the Project and that because of such talent and training, Engineer envisions the construction of the Project in its entirety and possesses the special skills which enable it to recognize dangerous conditions that a reasonable, prudent Engineer having such special skills could anticipate may arise from the proper use of the Project after acceptance by Owner; as the design professional, it has some measure of control over any such dangerous conditions; it has knowledge which will enable it to recognize specific dangers that may arise from the proper use of the Project after acceptance by Owner; and, it recognizes that any commissioners, elected officials, employees, and agents of the Owner, plus guests and visitors are within a class of foreseeable persons who will be relying on the Project being designed in a professional and safe manner.

(c) Engineer represents, covenants and agrees that its drawings and specifications of the Project (the "Project Drawings") will be accurate and free from any material errors and the shop drawings that Engineer shall approve will be accurate and free from any material errors relating to design intent. Engineer additionally represents, covenants, and agrees to the following: that the design of the Project will conform to its foreseeable use as a project with all the amenities as set forth in the Project Drawings; that the result of the Project Drawings, if built in accordance therewith, will be suitable for purposes for which the Project is designed; that the result of Engineer's inspection of the Project will be suitable for purposes for which the Project is designed; and, the Project will be designed and construction will be inspected in a workmanlike, professional manner and will be suitable for its intended purpose. The Engineer's responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner of the Project Drawings nor shall the Engineer be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Engineer's skill and knowledge in preparing the Project Drawings.

In connection with Engineer's performance of procurement services hereunder, if any, Engineer shall use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit Owner.

ARTICLE 16. Indemnification. To the fullest extent permitted by applicable law, the Engineer and its agents, partners, and consultants (collectively "Indemnitors") shall and do agree to indemnify, protect, defend and hold harmless the Owner, Owner's respective Commissioners, elected officials, employees and agents (collectively "Indemnitees") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the performance of Engineer's services or any part thereof provided that any such Liabilities (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom and (2) are caused in whole or in part by any negligent act or omission of the Engineer, anyone directly or indirectly employed by it or anyone for whose acts it may be legally liable. In this connection, it is agreed and understood that Engineer shall not be responsible for any portion of the liability proximately caused by Owner's negligence.

ARTICLE 17. Joint and Several Liability. In the event more than one of the Indemnitors are connected with an accident or occurrence covered by the indemnification in Article 15 hereof, then each of such Indemnitors shall be jointly and severally responsible to the Indemnitees for indemnification and the ultimate responsibility among such Indemnitors for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any Indemnitee. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which Owner or any of the Indemnitees has by law.

ARTICLE 18. Insurance.

x (a) Engineer shall comply with the insurance obligations set forth in **Exhibit "C"** entitled **"Insurance to be Carried by Engineer"**, attached hereto and incorporated in the Agreement.

(b) Engineer currently maintains a general and professional liability insurance policy to cover the liability of Engineer connected with the performance of the Services or any service covered by this Agreement in an amount equal to or exceeding $1,000,000.00 and Engineer covenants and agrees to use its best efforts to obtain renewals of such policy until one (1) year following date of the acceptance of the Project by the Owner. Engineer agrees to furnish Owner certificates of the insurance showing the said policy to be in full force and effect at all times during the period this Agreement is in effect.

ARTICLE 19. Notices. All notices hereunder shall be deemed to be made properly if sent by mail to Engineer at 130 East Park Avenue, Pharr, Texas 78577 and to County at 1615 S. Closner, Suite J, Edinburg, Texas 78539. The address may be changed by either party by similar notice. Notice so mailed shall be effective upon mailing. Either party giving such notice shall also notify promptly the other party's Engineer, as appropriate.

ARTICLE 20. Termination. The Owner may terminate this Agreement at any time without cause by a notice in writing to the Engineer. Upon receipt of such notice, the Engineer shall, unless the notice directs otherwise, immediately discontinue all services in connection with the performance of this Agreement and shall proceed to be relieved of any further obligation under the Agreement, and shall cancel promptly all existing orders and contracts, except the construction contract and other orders and contracts which Owner may designate in the notice, insofar as such orders or contracts are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Engineer shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. Owner shall then approve all or the portion of the services which Owner may consider appropriate under the circumstances. Owner

shall then pay Engineer promptly that proportion of the prescribed fee which the services actually performed under this Agreement as determined by Owner bear to the total services called for under this Agreement, less such payments on account of the fee as have been previously made. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the Owner when and if this Agreement is terminated.

ARTICLE 21. Miscellaneous Provisions.

(a) This Agreement constitutes the entire agreement between Engineer and Owner relating to the work herein described. There are no previous or contemporary representations or warranties of Owner or Engineer not set forth herein.

(b) Except as specifically provided herein, no modification, waiver, termination, rescission, discharge, or cancellation of this Agreement or of any terms thereof shall be binding on Owner unless in writing and executed by an officer or employee of Owner specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of Owner thereafter to enforce said provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair Owner's rights with respect to any liabilities, whether or not liquidated, of Engineer to Owner theretofore accrued.

(e) All rights and remedies of Owner specified in this Agreement are in addition to Owner's other rights and remedies.

(f) Engineer shall remain an independent contractor and shall have no power, nor shall Engineer represent that Engineer has any power, to bind Owner or to assume or to create any obligation express or implied on behalf of Owner except as specifically authorized in advance by the Owner.

(g) The Agreement shall be construed under the laws of the State of Texas and is perform able

in Hidalgo County, Texas.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Contract to be executed as of the day and year first above written.

ENGINEER:
R. Gutierrez Engineering Corporation
By:_____
Printed Name:: RAMIRO GUTIERREZ

Title: PRESIDENT

OWNER:
COUNTY OF HIDALGO

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court
on 12/13/2010

Approved on Commissioners' Court December 13, 2010

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

By:_____

PURCHASING DEPARTMENT
County Of Hidalgo

December 29, 2008

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request For Qualifications - **"Engineering Services-Hidalgo County"** (including all funding sources, programs, and entities)

RFQ NO: 2009-028-01-14-MSS

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/mss

Enclosures

100 E. Cano, 4th Floor, Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST

HIDALGO COUNTY (including all funding sources, programs, and entities)
"Engineering Services"
RFQ NO: 2009-028-01-14-MSS

1. **Request For Qualifications Letter, consisting of 1 page.**
2. **Check List, consisting of 1 page.**
3. **Request for Qualifications, Legal Notice, consisting of 8 pages.**
4. **Exhibit A, Requirements, consisting of 10 pages.**
5. **Exhibit B, Evaluation Criteria, consisting of 3 pages.**
6. **Exhibit C, Insurance Requirements, consisting of 4 pages.**
7. **Exhibit D, CIQ Conflict of Interest Questionnaire, consisting of 1 pages.**
8. **Exhibit E, Proposer's Affidavit, consisting of 1 page.**
9. **Vendor Application and Historically Underutilized Business (HUB) Declaration, consisting of 2 pages.**
10. **IRS W-9 Form, consisting of 4 pages.**
11. **Certification Regarding Debarment, Suspension, and other Responsibility Matters, consisting of 1 page.**
12. **Documentation Required on Building & Road & Bridge Construction Project, Attachment A, consisting of 1 page.**
13. **Professional Services Procurement Form, Attachment B, consisting of 1 page.**

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB, Purchasing Agent

12/29/08
Date

100 E. Cano, 4th Floor, Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

RFQ NO: 2009-028-01-14-MSS	BUYER II: MOISES SALAZAR	TEL: 956-292-7000-EXT. 4863

REQUEST FOR QUALIFICATIONS

Hidalgo County
Edinburg, Texas

ENGINEERING SERVICES-HIDALGO COUNTY
(Including all Funding Sources, Programs and Entities)

JANUARY 14, 2009

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

(956) 318-2626

LEGAL NOTICE **RFQ NO: 2009-028-01-14-MSS**

1. **Sealed Statements of Qualifications** will be received for "**Engineering Services-Hidalgo County", (Including all Funding Sources, Programs and Entities)** in accordance with the requirements attached hereto as Exhibit "A." RFQs should address all requirements set forth. Vendors may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall RFQ.

2. One (1) original, seven (7) copies and Two (2) CD's on PDF format of all RFQs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **REQUEST FOR QUALIFICATIONS-RFQ NO: 2009-028-01-14-MSS-ENGINEEING SERVICES-HIDALGO COUNTY"** and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Buisness 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, January 14, 2009.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH THE FOLLOWING REFERENCE: RFQ NO: 2009-028-01-14-MSS--ENGINEERING SERVICES-HIDALGO COUNTY.

   Hidalgo County reserves the right to refuse and reject any/all RFQs and to waive any/all formalities or technicalities, or to accept the RFQ considered the best and most advantageous to Hidalgo County.

   WRITTEN QUESTIONS WILL BE ACCEPTED WILL BE ACCEPTED via facsimile to (956) 292-7612 or via e-mail to moises.salazar@co.hidalgo.tx.us BY NO LATER THAN Wednesday, January 7, 2009 at 5:00 p.m. Responses will be sent to all applicants by Friday, January 09, 2009. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this request for qualifications that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal. The award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible vendor, or to reject all RFQs and re-advertise.

5. For work to be performed at a County-owned or operated location, each vendor shall, in its sole discretion, visit the job site before preparing the RFQ and thoroughly familiarize himself/herself with existing conditions. Vendor should take field dimensions and note all circumstances which affect the RFQ.

6. No RFQ may be withdrawn within ninety (90) days from the scheduled time to accept RFQs.

7. Any interpretations, amendments, corrections or changes to this RFQ document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Vendors shall acknowledge receipt of all addenda as a part of their RFQ.

8. County reserves the right to accept or reject any or all RFQs.

9. Costs are to be net F.O.B. destination, County Prepaid.

10. County is exempt from Federal Excise Tax, State Tax and Local Tax. Tax exemption certificates will be furnished upon request.

11. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

12. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

13. DELIVERY INSTRUCTIONS (for applicable goods and/or services):

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent, before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful vendor
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"Engineering Services-Hidalgo County"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, County Auditor
2802 S. Business Hwy. 281
Edinburg, TX 78539
956-318-2511

15. Schedule of Events

RFQ Acceptance, 9:30 A.M.	**January 14, 2009**
Award of Contract	_____, 2009
Commence Work or Deliver Products	_____, 2009

16. ~~Bid or Performance Bond and~~ **Debarment Certification**~~; Payment Under Contract:~~

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~ **All participants are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.**

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

17. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal 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.

18. Disclosure of Conflict of Interest

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful 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 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.

19. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

20. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

21. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

22. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposer's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

23. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

24. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

25. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or

employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

26. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

27. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

28. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

29. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

30. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non-conforming.

Request For Qualifications
for
Engineering Services-Hidalgo County
(Including all Funding Sources, Programs and Entities)
RFQ No: 2009-028-01-14-MSS

January 14, 2009

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned 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 proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant(s) acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all RFQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Participant(s) agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting RFQs, as contained in the Requirements.

Respectfully submitted,

Bidder:_____

Address:_____

_____

By:_____

Printed Name:_____

Title:_____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

REQUEST FOR QUALIFICATIONS

ENGINEERING SERVICES

2009-028-01-14-MSS

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Professional Engineering firms in order to establish a pre-qualified pool of Engineers on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Engineers will be for a period of One (1) Year The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"Engineering Services-Hidalgo County** (including all funding sources, Programs, and Entities)-**Request For Qualifications "** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, January 14, 2009. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFQ Number: 2009-028-01-14-MSS

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

The Submittal Envelope Must Show The RFQ Number, Name And Opening Date.

The following outlines the Request For Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, January 7, 2009 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, January 9, 2009. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit D) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or request for qualifications procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFQ DELIVERY:
Hidalgo County requires submitters, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must be signed. Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II -RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original, seven (7) copies, and two (2) CDs on PDF format** of the RFQ shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with a competent engineering firm(s), registered and licensed to practice in the State of Texas, that has had experience in, but not limited to, the following areas:

- Roadway, Bridge and General Design and Construction
- Federal, State and County-funded construction projects
- Solid Waste related projects
- Geotechnical Engineering Projects
- Mechanical Engineering Projects

Additionally, this section should include a description of the firm's project personnel and their most recent (and varied) projects. For each project, a client contact name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

What does your firm specialize in?

Minimum experience: Years? _____ Projects?

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any licenses, certifications and assurance as required by the FEDERAL HIGHWAY ADMINISTATION, the STATE OF TEXAS, HIDALGO COUNTY, LOCAL MUNICIPALITIES, etc. The engineering firm(s) should include copies of their Professional Liability Insurance.

SCOPE OF SERVICES:
The engineering services contract will encompass all project-related engineering services to the County of Hidalgo including, but not limited to, the following:

A.

- Route and Design Studies
- Social, Economic, Environmental Studies and Public Involvement
- Right of Way Maps and Data
- Utility Adjustments
- Surveying
- Pre-Design

B.

- Roadway Design
- Drainage Design
- Solid Waste
- Signing, Markings and Signalization
- Traffic Control Plans
- Bridge Design
- Plans and Specifications
- Bid Preparation

C.

- Building Design
- Plans, Drawings and Specifications
- Bid Package Preparation

D.

- Construction Contract Management
- Conduct Construction Materials Engineering and Testing Services
- Design for New Construction
- Design for Alterations/Renovations
- Needs Assessment
- ADA Compliance
- Code Analysis
- Cost Estimating

E.

- Soil/Rock and Foundation Studies
- Excavations and Trenches
- Dams and Cut or Filled Slopes
- Pavements
- Water and Waste Retention/Disposal
- Specialized Testing and Instrumentation

Other Engineering Services include:
Project Development Management, Facility Analysis & Master Planning, Site Planning & Analysis, Roof Design, Parking Design, Security Design, Energy Conservation, Ventilation Design, Acoustical Design, Asbestos Abatement Monitoring, etc.

Additionally, this section should include, but not restricted to the following information:

A. Firm name, address, phone number and person(s) to contact regarding the Statement of Qualifications.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:

1. Copy of current license certification with state seal
2. History of engineering certification from the State of Texas.
3. List of projects related to the subject areas within the past year.

C. List of in-State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Familiarity with the geographical area.

F. Statement regarding an Affirmative Action Program.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq. Once selected, proposer is to provide a fee proposal for the following scope of work.

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County requires **one (1) original submittal, seven (7) copies and two (2) CDs on PDF format.**

PART III -SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:

The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. **STAFFING OF PROJECT TEAM**
   The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES**
   The provider shall designate experienced engineering staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. **METHODOLOGY**

   The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS**
   The proposal shall include the following:

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

   The firms should provide as much background information as to it's experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS**
   The RFQ should indicate through past experience of the proposed Team that they

possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

STATEMENT OF QUALIFICATIONS GRADING AND RANKING:

Once a Project has been identified and it is determined that Architectural services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court and/or the User Department in need of Architecture Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms;
2. Hidalgo County Commissioners' Court and/or an Evaluation Committee (selected and/or designated by County Commissioner's Court) will review, score, and evaluate the proposals received in response to this Hidalgo County Request for Proposals;
3. A grid of the scores will be presented to Commissioners' Court for the purpose of ranking and approval for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) a "scope of service" including fees;
2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.
3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

RFQ SUBMITTED TO: An original, seven (7) copies and Two (2) CDs on PDF format of RFQs should be submitted to:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

RFQs must be submitted by **no later than 9:30 a.m. on Wednesday, January 14, 2009.**
All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

EXHIBIT B

EVALUATION CRITERIA

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

ENGINEERING SERVICES

2009-028-01-14-MSS

EVALUATION CRITERIA

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. STAFFING OF PROJECT TEAM (20)

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (25)

The provider shall designate experienced engineering staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. METHODOLOGY (20)

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)

The proposal shall include the following:
* demonstrate an understanding of the scope of services
* address appropriate Federal/State/Local regulations and policies
* identify information to be gathered or obtained

The firms should provide as much background information as to it's experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10)

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

HIDALGO COUNTY
ENGINEERING SERVICES
RFQ No. 2008-028-01-14-MSS

RFQ EVALUATION FORM

Selection Criteria	**Points**	**Score**
1. Professional Qualifications of Team	20	_____
Comments/Rationale For Points: _____		
2. Experience of Project Team	25	_____
Comments/Rationale For Points: _____		
3. Experience/Availability of Project Manager	20	_____
Comments/Rationale For Points: _____		
4. Understanding of Project	25	_____
Comments/Rationale For Points: _____		
5. Familiarity with Applicable Rules and Regulations	10	_____
Comments/Rationale For Points: _____		
Total Score		_____

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

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

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

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

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 & CONTR 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) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT $ OTHER THAN AUTO ONLY: EA ACC $ AGG $
C	EXCESS LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE $ AGGREGATE $
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATU- TORY LIMITS OTH- ER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $
	OTHER				

SAMPLE

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 2009.

_____

Notary Public

My commission expires:_____, 200___.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629, in person or regular mail to: 2802 South Hwy 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____ **Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify** _____
State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if Individual) SS No. _____

State of Incorporation: _____ **Date:**_____ **Other:** _____

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify** _____

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

☐ Less than 125,000 annual gross receipt
☐ Less than 250,000 annual gross receipt
☐ Less than 499,000 annual gross receipt
☐ More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

☐ Black American
☐ Hispanic American
☐ Asian Pacific American
☐ Native American
☐ Women
☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s): _____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?: _____

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**_____

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:** _____

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional). Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

Form **W-9**
(Rev. January 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.

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.

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, or

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or

3. The IRS tells the requester that you furnished an incorrect TIN, or

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.

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 social security card. 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 social security card 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/online/ss-5.pdf*. 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* [3]
b. So-called trust account that is not a legal or valid trust under state law	*The actual owner* [4]
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.)

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, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

HIDA') COUNTY PURCHASING DEPARTME'

ATTACHMENT "A"

DOCUMENTATION REQUIRED ON BUILDING & ROAD & BRIDGE CONSTRUCTION PROJECTS

NOTE: All Payments require Commissioners' Court Approval and the Documents Listed Below.

PROJECT IN PROGRESS		DOCUMENT SOURCE	"X" Denotes Where Applicable		
ITEM #	DOCUMENTS REQUIRED FOR PAYMENT		New Building	Building Renovation	Road Projects
1	Application & Certification of Payment	Contractor/Architect	X	X	X
2	Schedule of Values	Contractor	X	X	X
3	List of Supplier and Sub-Contractors (as applicable)	Contractor	X	X	X
4	Partial Waiver of Liens (Sub-Contractors/Suppliers)	Contractor	X	X	
5	Progress Report of Project	Engineer	X	X	X
6	Copies of Permits (Building/Plumbing/Mechanical, etc.)	Contractor	X	X	
7	Certificate of Liability Insurance	Contractor	X	X	X

For item #s 1-7, the architect and/or engineer is responsible for ensuring the performance of the work. The list of suppliers and waiver of liens is necessary to ensure that the County is not held liable for activities not under its control.

PROJECT NEAR COMPLETION		DOCUMENT SOURCE	"X" Denotes Where Applicable		
ITEM #	DOCUMENTS REQUIRED FOR PAYMENT		New Building	Building Renovation	Road Projects
8	Punch List	Architect	X	X	
9	Certificate of Partial Substantial Completion	Architect	X	X	X
10	Consent of Sureties*	Bonding Agent	X	X	X
11	Consent of Surety to Reduction in or Partial Release of Retainage* (Only required when a retainage will be reduced by a portion).	Bonding Agent	X	X	X

For payment of retainage, the above items are required to confirm partial completion of work and compliance with the contract.
*Must be accompanied by a power of attorney.

PROJECT COMPLETED		DOCUMENT SOURCE	"X" Denotes Where Applicable		
ITEM#	DOCUMENTS REQUIRED FOR PAYMENT		New Building	Building Renovation	Road Projects
.12	Certificate of Construction Completion	Architect	X	X	X
13	General Contractor Warranty	Contractor	X	X	X
14	Certificate of Occupancy	Architect	X	X	
15	*Contractor's Affidavits of Release of Liens	Bonding Agent	X	X	X
16	*Contractor's Affidavit of Payments of Debts and Claims	Bonding Agent	X	X	X
17	*Consent of Surety Company to Final Payment.	Bonding Agent	X	X	X
18	Final Blue Prints	Architect	X	X	X
19	Manufacturer Warranties	Contractor	X	X	

These items are necessary before the County can assume ownership as well as for insurance and capitalization.
*Must be accompanied by a power of attorney.

ATTACHMENT B

PROFESSIONAL ENGINEERING SERVICES PROCUREMENT FORM

HIDALGO COUNTY PURCHASING DEPARTMENT

Name and Address of Firm:	
Principals of Firm and Titles:	
Firm's Registration No.:	

Area of Specialization:			
	Civil Engineering		Mechanical Engineering
	Structural Engineering		Environmental Engineering
	Geotechnical Engineering		Electrical Engineering
	MEP Engineering (Mech/Elec/Plumb)		Highway Engineering

Local References (Rio Grande Valley) List Four (4) Only:
Reference #1:
Reference #2:
Reference #3:
Reference #4:

Recent Projects (Within Two [2] Years) List Four (4) Only:
Project #1:
Project #2:
Project #3:
Project #4:

Submitted By:	
Signature:	
Typed Name:	

EXHIBIT "A"
SCOPES OF SERVICES

EXHIBIT "A"
SCOPE OF SERVICES

The services to be provide by the ENGINEER in developing these Projects is as follows:

A. Preliminary Phase:

(1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
(2) Provide for the necessary geotechnical investigation and testing necessary to develop the design.
(3) Provide environmental studies as may be necessary to complete a project.
(4) Provide for the surveying services necessary to determine and stake out the existing right-of-way, to obtain the existing topography and x-sections of the project and to provide the necessary mapping and plotting of the existing field conditions.
(5) Provide for the preparation of a project right-of-way map where right-of-way acquisition is necessary. Provide for the necessary right-of-way research, mapping, surveying and all services related to the development of a right-of-way map. Prepare parcel sketches and field notes of all parcels requiring acquisition. Revisions to be done promptly at no cost to the Owner.
(6) Provide for the preparation of a subdivision plat by preparing the City or County applications for the subdivision, preparing a preliminary layout of the subdivision plat, preparing a preliminary utility (water, sanitary sewer, and drainage) plan to serve the site, preparing a drainage report for the subdivision plat approval, attending meetings with Planning and Zoning and City Commission as necessary to obtain preliminary plat approval, preparing final subdivision layout of the subdivision plat, submitting plat to review agencies for final plat approval processing, addressing and responding to comments from the City from the preliminary plat review, attending public meetings as necessary for Final Plat Approval.
(6) Based on the geotechnical investigation and surveying services, prepare a preliminary engineering study and report on the Project, in sufficient detail to clearly indicate the problems involved and the alternate solutions available to the OWNER; to include preliminary layouts, sketches and cost estimates for the Project, and to set forth clearly the ENGINEER's recommendations.
(7) As may be required, comply and receive the Owner's and the funding agencies approval on all work.
(8) Provide the OWNER 5 copies of the preliminary report, including preliminary layouts, sketches, profiles and cost estimates.

(9) Obtain the OWNER'S approval of the work of the Preliminary Phase before proceeding with the next phase.

B. Design Phase:

(1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining completed design work activities.
(2) Perform any additional surveying services necessary to collect information required in the design of the Project.
(3) Plot field data and other survey information for the design of the Project.
(4) Prepare detailed plans specifications, contract documents and drawings for construction authorized by the OWNER. These designs shall in all respects combine the application of sound engineering principles with a high degree of economy.
(5) Prepare detailed cost estimates and proposals of authorized construction, which shall include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding. The ENGINEER shall not be required to guarantee the accuracy of those estimates.
(6) Develop preliminary and final plans for on-site subdivision improvements (water, sanitary sewer, and drainage). Develop preliminary and final paving and grading plans. Submit plans to respective public entities for review and comment. Address any comments from respective public entities and obtain approvals. Prepare specifications and final cost estimate of proposed subdivision improvements. The ENGINEER shall not be required to guarantee the accuracy of those estimates.
(7) Furnish the OWNER all necessary copies of approved plans, specifications, notices to bidders, and proposals. All sets of plans in excess of 5 are to be paid for separately.
(8) Assist the OWNER in the advertisement of the Project for bids.
(9) Assist the OWNER in the opening and tabulation of bids for construction on the Project, and recommend to the OWNER as to the proper action on all proposals received.
(10) Assist in the preparation of formal contract documents for the award of contracts.
(11) Prepare and assist owner in preparing any reports, plans, documentation, studies or other material of any nature whatsoever, which OWNER may need or be required to submit to any federal, state or local authority in order to comply with any federal, state or local statute, order, regulation, ordinance or guideline.

C. Construction Phase:

(1) The ENGINEER shall consult and advise OWNER and act as OWNER's representative as provided in the General Conditions of the Construction Contract. The extent and limitations of the duties, responsibilities and the authority of ENGINEER as assigned in the General Conditions of the

Construction Contract shall not be modified, except as ENGINEER may otherwise agree in writing.

(2) The ENGINEER shall provide administration of authorized construction (as distinguished from the inspection of a resident engineer continuously at the site of the Project), including visits of the ENGINEER or a competent representative of the ENGINEER to the site of construction at least three times per week. In the administration of the Project, the ENGINEER will use his best efforts to protect the OWNER against defects and deficiencies in the Work of contractors, but he does not guarantee the performance of their contracts; however, he will promptly notify OWNER of any such defect and take all steps possible to require Contractor to correct the deficiency.

(3) Provide for all field surveys and field layouts to establish right-of-way and vertical and horizontal control for construction.

(4) Provide for detailed construction staking, at OWNER's expense.

(5) Consult and advise with the OWNER during construction.

(6) Furnish the services of a resident engineer and inspectors if OWNER requests ENGINEER to do so, for continuous on-the-site inspection of construction, at OWNER's expense.

(7) Submit a written monthly report to the OWNER that outlines the progress in a form and manner satisfactory to the OWNER.

(8) Check shop or working drawings furnished by Contractors.

(9) Review all laboratory, shop and mill tests of materials and equipment for compliance with specifications.

(10) Prepare monthly and final estimates for payments to contractors, and furnish to the OWNER any necessary certifications as to payments to contractors and suppliers. Ten percent retainage is to be withheld from all payments on construction contracts until final acceptance by OWNER.

(11) Prepare, explain and submit proposed contract change orders when applicable.

(12) Supervise initial operation of the Project, following the completion of construction and supervise the necessary performance tests required by specifications.

(13) Perform, in company with the OWNER's representatives, a final inspection of the Project.

(14) Revise contract drawings to show the work as actually constructed and furnish the OWNER with 5 sets of prints.

EXHIBIT "B"
WORK AUTHORIZATION

HIDALGO COUNTY

Professional Engineering Services
Contract
Work Authorization Form

WORK AUTHORIZATION NO. ___

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between the **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, _____ professional engineers of Mission, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide_____.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A"*** – ***Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B"*** – ***Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $_____.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING

This Work Authorization No.___ shall be funded through funding source:
Account No._____
Purchase Order Number_____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate [redacted] date.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. **ACKNOWLEDGEMENT AND CONFIRMATION**
Acknowledgement and confirmation by Hidalgo County Precinct No._ Commissioner____as to content and detail of this Work Authorization No. # __.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. __:

BY: _____

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2005.

THE ENGINEER:

_____
_(TYPE NAME_____

THE OWNER:
HIDALGO COUNTY

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS
EXHIBIT "A" - Service to be Provided by the Owner
EXHIBIT "B" - Services to be Provided by the Engineer
EXHIBIT "C" - Work Schedule
EXHIBIT "D" - Cost Proposal

EXHIBIT "C"
INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/03/2010

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	Valley Insurance Provider PO Drawer 3783 McAllen TX 78502
CONTACT NAME:	Eliza Mendoza
PHONE (A/C, No, Ext):	(956) 787-8536
FAX (A/C, No):	(956) 787-7232
E-MAIL ADDRESS:	emendoza@vip-ins.net
PRODUCER CUSTOMER ID #:	374
INSURED	R Gutierrez Engineering C 130 E. Park Pharr TX 78577-0000

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Zurich North America	
INSURER B: America First Insurance	
INSURER C: Landmark American Ins. Co	
INSURER D: Zurich North America	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			PAS 42735911	11/09/2010	11/09/2011	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 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			BA 4885213	11/05/2010	11/05/2011	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	UMBRELLA LIAB OCCUR EXCESS LIAB X CLAIMS-MADE X DEDUCTIBLE RETENTION $ 5,000 Per Claim			LHR728055	11/05/2010	11/05/2011	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 03811132 01	11/05/2010	11/05/2011	WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Hidalgo County
2802 S. Hwy 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

AI 001489

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AI-26016 **18.C.1.**

Purchase of (3) New or Newer Ford F-150 PU Trucks
CC REGULAR

Date:	04/05/2011
Submitted By:	Oscar Garza, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 3

Information

CAPTION

a. Authorization to purchase through Hidalgo County's membership and participation with TASB/Buyboard's awarded vendor, Philpott Motors-Contract No. 358-10) the following:
1. Two (2) New 2011 or newer Ford F-150 with Supercab upgrade in the amount of $33,939.26 and
2. One (1) New 2011 or newer Ford F-150 4 Dr. Crewcab in the amount of $23,736.75 to include a one time Administrative fee of $400.00 for -Project #2011-115-OGG); or in the alternative,

b. Authority to advertise sealed competitive procurement for the purchase of:
1. Two (2) New 2011 or newer Ford F-150 with Supercab upgrade;
2. One (1) New 2011 or newer Ford F-150 4 Dr. Crewcab

BACKGROUND

As requested by Joe M. Flores, Commissioner Pct. #3.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-0-123-005-0-741

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

BUDGETARY IMPACT:

Refer to AI-26011 for transfer of funds in the amount of $58,476.01; as provided by Ms. Norma Ceballos, Pct. #3.

Attachments

Link: agenda backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Darlene Betancourt	03/31/2011 07:13 AM	APRV
2	Budget & Management	Erika Zamora	03/31/2011 07:43 AM	APRV
3	Olga Garza	Olga Garza	03/31/2011 08:12 AM	APRV
4	Auditor's Office		03/31/2011 04:00 PM	NEW
Form Started By: Oscar Garza			Started On: 03/30/2011 09:17 AM	

Hidalgo County Purchasing Department
Purchasing Request Form

In order to assist the Purchasing Department in the procurement process, please complete this form with all the pertinent information and return to the Purchasing Department in person, via facsimile to (956) 318-2629 or 292-7612 or email to: darlene.betancourt@co.hidalgo.tx.us or oscarg.garza@co.hidalgo.tx.us **(Requests will be processed on a first come, first basis)**

Request Date: March 30, 2011	
Department: Precinct #3	
Name of Approving Elected Official/Department Head/Supervisor: Joe M. Flores, Commissioner	
Point of Contact: Marcello Garza	Contact Phone Number: (956)587-2793 Contact Fax Number: (956)205-7009
Contact E-Mail N/A	
Budget Account Number: 1-1200-431-00-123-005-0-741	
Signature of Approving Elected Official/Department Head/Supervisor:	
Estimated Date Goods/Services are required: As soon as possible	

Goods/Services Description: (Please provide detailed information (specifications)of the Goods/Services being requested) use additional sheets if required.

Two (2) 2011 Ford F150 Pickups
One (1) 2011 Ford F150 Four Door Crewcab

FOR PURCHASING DEPARTMENT OFFICE USE: To be completed by the Purchasing Department

Procurement Manager Notes:	
Assigned to Buyer:	
Date Assigned:	
Project Type:	
Project Number:	
Notified Department on:	

Special Instructions by Procurement Manager:

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

Vehicles

BUYBOARD #358-10

End User: HIDALGO COUNTY **Philpott Rep:** ALAN WILEY 888 858-7801

Contact: OSCAR GARZA **Date:** 22-Mar-11

Product Description: 2011 FORD F150

A. Bid Series: 95 **A. Base Price:** **$ 11,983.00**

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
			99F	5.0L FLEX FUEL V8 GAS	$ 940.00
			W1C	FOUR DOOR CREWCAB	$ 8,960.00
DD	FORD DESTINATION	$ 975.00	507A	XLT SHORT BED	INCL
PDI	PRE-DELIVERY INSPECTION	$ 80.00		POWER WINDOWS-LOCKS	INCL
SI	TX STATE INSPECTION	$ 21.75		POWER MIRRORS	INCL
	3.7L V6 GAS E85	STD		AM-FM CD	INCL
	6-SPEED AUTO TRANSMISSION	STD		TILT/CRUISE	INCL
	4X2	STD		CARPET	INCL
	AIR CONDITIONING	STD		CLOTH 40-20-40 SEAT	INCL
	AMFM RADIO	STD		CHROME BUMPERS	INCL
	RUBBER FLOORING	STD		ALUMINUM WHEELS	INCL
	VINYL 40/20/40 SEATING	STD	535	TRAILER TOW PACKAGE	$ 352.00
	WHITE EXTERIOR	COLOR		HD COOLING	INCL

Total of B. Published Options: **$ 11,328.75**

C. Unpublished Options [Itemize each below, not to exceed 25%] **$=** 1.8 **%**

Options	Bid Price	Options	Bid Price
FRONT AND REAR CLEAR LED	$ 425.00	ESTIMATED DELIVERY IN 90-120 DAYS	NOTE
HIDE-AWAY FLASHING LIGHTS WITH			
DASH MOUNTED ROCKER SWITCH		**PLEASE FAX YOUR PURCHASE ORDER**	NOTE
		TO ME AT 254 865-9118	NOTE

Total of C. Unpublished Options: **$ 425.00**

D. Contract Price Adjustment:

E. Delivery Charges: 0 **miles** **$ -**

F. Total of A + B + C + D + E = F **$ 23,736.75**

G. Quantity Ordered 1 **x F =** **$ 23,736.75**

H. BUYBOARD Administrative Fee ($400 per purchase order) **$ 400.00**

I. Non-Equip Charges & Credits

J. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE **$ 24,136.75**

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

Vehicles

BUYBOARD #358-10

End User: HIDALGO COUNTY **Philpott Rep:** ALAN WILEY 888 858-7801

Contact: OSCAR GARZA **Date:** 22-Mar-11

Product Description: 2011 FORD F150

A. Bid Series: 95 **A. Base Price:** **$ 11,983.00**

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
FP	FLOOR PLAN INTEREST	$ 262.40	X1C	SUPERCAB UPGRADE	$ 3,595.00
LI	LOT INSURANCE	$ 52.48		145"WB WITH 6.5 FT BED	INCL
DD	FORD DESTINATION	$ 975.00		5.5FT BED NOT AVAILABLE ON	NOTE
PDI	PRE-DELIVERY INSPECTION	$ 80.00		THE XL MODEL	NOTE
SI	TX STATE INSPECTION	$ 21.75			
	3.7L V6 GAS E85	STD		WHITE IN STOCK WITH	NOTE
	6-SPEED AUTO TRANSMISSION	STD		DELIVERY IN 5-15 WORKING	NOTE
	4X2	STD		DAYS	NOTE
	AIR CONDITIONING	STD			
	AMFM RADIO	STD			
	RUBBER FLOORING	STD			
	VINYL 40/20/40 SEATING	STD			
	WHITE EXTERIOR	COLOR			

Total of B. Published Options: **$ 4,986.63**

C. Unpublished Options [Itemize each below, not to exceed 25%] **$=** 0.0 **%**

Options	Bid Price	Options	Bid Price

Total of C. Unpublished Options: **$ -**

D. Contract Price Adjustment:

E. Delivery Charges: 0 **miles** **$ -**

F. Total of A + B + C + D + E = F **$ 16,969.63**

G. Quantity Ordered 2 **x F =** **$ 33,939.26**

H. BUYBOARD Administrative Fee ($400 per purchase order) **$ 400.00**

I. Non-Equip Charges & Credits

J. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE **$ 34,339.26**

AI-26017 **18.C.2.**

Request Approval of Work Authorization No. 4 with Javier Hinojosa Engineering

CC REGULAR

Date:	04/05/2011
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 3

Information

CAPTION

Acceptance and approval of Work Authorization No. 4 (with an estimated cost of $154,798.88) as submitted by project engineer, Javier Hinojosa Engineering for engineering services for "Paving Improvements for Iowa Rd. from Mile 10 to Mile 14" within Hidalgo County Pct. No. 3 through Contract #C-10-200-05-25.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-123-005-0-731

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

BUDGETARY IMPACT:

Available funds as of 03/31/11.

Attachments

Link: WA#4

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/30/2011 03:02 PM	APRV
2	Budget & Management	Erika Zamora	03/30/2011 04:08 PM	APRV
3	Olga Garza	Olga Garza	03/31/2011 08:44 AM	APRV
4	Auditor's Office		03/31/2011 04:00 PM	NEW

Form Started By: Rocio Villarreal Started On: 03/30/2011 09:20 AM

Final Approval Date: 03/31/2011

HIDALGO COUNTY

Professional Engineering Services
Contract # C-10-200-05-25
Work Authorization Form

WORK AUTHORIZATION NO. 4

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **JAVIER HINOJOSA ENGINEERING** professional engineers of **MCALLEN,** Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide **Engineering Services required for the preparation of the plans, specifications and construction staking for the paving improvements for Iowa Road from Mile 10 to Mile 14.**

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$154,798.88**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING

This Work Authorization No. **4** shall be funded through funding source:
Account No. 1-1200-431-10-123-0050-131
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or _____.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. **ACKNOWLEDGEMENT AND CONFIRMATION**
Acknowledgement and confirmation by Hidalgo County Precinct No. **3** Commissioner **Joe M. Flores** as to content and detail of this Work Authorization No. **4**.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO.**3**:

BY: _____

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of_____, 2011.

THE ENGINEER:
JAVIER HINOJOSA ENGINEERING

_____
By: Javier Hinojosa, P.E, Owner

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge or Presiding Officer

ATTEST:

_____
by: Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

EXHIBIT "D"
Preliminary Construction Cost Estimate
Hidalgo County Precinct No. 3 Paving Improvements
Iowa Road (Mile 10 to Mile 14)
Prepared By: Javier Hinojosa Engineering
March 22, 2011

A. Iowa Road (Mile 10 to Mile 14)

1. Subgrade Preparation	65,750	SY	@	$2.50	=	$164,375.00
2. 12" Caliche Base	65,750	SY	@	$10.00	=	$657,500.00
3. 2" HMAC (Type "D")	56,500	SY	@	$10.00	=	$565,000.00
4. 4" Striping	7,200	LF	@	$0.50	=	$3,600.00
5. 18" RCP Culverts	500	LF	@	$25.00	=	$12,500.00
6. Regrade Bar Ditches	42,200	LF	@	$1.50	=	$63,300.00
7. Safety End Treatments	10	EA	@	$800.00	=	$8,000.00

Subtotal	:	**$1,474,275.00**
Engineering Fee	:	**$154,798.88**
Material Testing	:	**$36,856.88**
Total	:	**$1,665,930.75**

AI-26046 **18.D.1.**

Change Order No. 1 -Primary Care and Substance Abuse Facility
CC REGULAR

Date:	04/05/2011
Submitted By:	Moises Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Sub-category:	Health & Human Services Dept.

Information

CAPTION

Requesting approval of Change Order No. 1 for modification in size of required water meter installation with a project amount reduction of $500.00 in relation to the project: Hidalgo County Primary Care and Substance Abuse Facility Site and Utility Improvements, awarded to The 5125 Company Contract No. C-10-050-03-23 with authority for County Judge or Court Member to execute document.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-415-00-115-002-0-841

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

BUDGETARY IMPACT:

No Budgetary Impact. This change order is a reduction of contract price ($500.00) PO No. 641069

Attachments

Link: Change Order No 1

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Darlene Betancourt	03/31/2011 09:09 AM	APRV
2	Budget & Management	Erika Zamora	03/31/2011 09:10 AM	APRV
3	Manuel Chapa	Manuel Chapa	03/31/2011 09:49 AM	APRV
4	Auditor's Office		03/31/2011 04:00 PM	NEW

Form Started By: Moises Salazar — Started On: 03/30/2011 03:20 PM

Final Approval Date: 03/31/2011

CONTRACT CHANGE ORDER REQUEST

Owner: Hidalgo County
2812 S. Business Hwy 281
Edinburg, Texas 78539

DATE: March 28, 2011
Change Order No. 1

Contractor/Firm
The 5125 Company
1008 Doherty
Mission, Texas 78572

Phone #: (956) 583-5125

Project Name/Acct. No.
Hidalgo County Primary Care and Substance Abuse Facility Site and Utility Improvements.
Bid No. 2010-050-02-24-MSS

You are hereby requested to comply with the following changes from the contract plans and specifications.

_____ Final Quantitative adjustments
_____ Unit Price
_____ Quantitative Addition
√ Quantitative deletion
_____ Time extension
_____ Other

Reason: The Water Supply Corporation will only approve the installation of a 2" Water Meter. The plans called for a 4" Sensus Comp. Master Meter. Reduction in cost from $1,500.00 to $ 1,000.00.

Contract price prior to change order..... $ 219,512.50
I. Net Increase/Decrease of this change order No. 1..... $ 500.00
II. Net Increase/Decrease of this change order..... $
Contract Price with change order..... $ 219,012.50
Increase/Decrease in time_____days.

Approved By: **Hidalgo County**

Owner Date

Accepted By: **The 5125 Company**

Contractor 3-28-2011
Date

Recommended By;
Quintanilla, Headley and Associates, Inc.

3-28-11
Project Engineer Date

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

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

Letter of Transmittal

To: Hidalgo County Purchasing Dept.
2812 S. Business Hwy 281
Edinburg, Texas 78539

Date: March 29, 2011
Attention: Rey Salazar
Re: Hidalgo County Primary Care and Substance Abuse Facility Site and Utility Improvements.

Description:

- (3) Original Change Orders No.1 Reduction in Water Meter Size.

Remarks: Please process Change Order for approval.

Sent By: Lilia for Eulalio Ramirez, P.E. Delivered By: _____

Received By: _____ Time: _____
Printed Name

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

AI-25967 **18.E.1.**

BCAP - Amendment No.1 to Work Authorization No.9 Los Castillos Estates Subdivision Precinct No.1

CC REGULAR

Date:	04/05/2011
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department **Sub-category:** CAP Pct.1

Information

CAPTION

Requesting approval of "Amendment to Work Authorization No. 9" to C-CAP-08-022-09-02 between Hidalgo County and L & G Engineering Laboratory to replace Exhibit "D" with the Revised Exhibit "D" resulting in an increase of $624.44 in the estimated amount for Los Castillos Estates Subdivision.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1312-431-00-121-423-0-339

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

BUDGETARY IMPACT:

P.O.# 619638; funding is pending transfer of funds, refer to AI-25966 4/5/11

Attachments

Link: Amendment No.1 to Work Authorization No.9 Los Castillos Estates Subdivision

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	03/29/2011 08:33 AM	APRV
2	Purchasing Department	Marty Salazar	03/30/2011 02:57 PM	APRV
3	Budget & Management	Erika Zamora	03/30/2011 04:05 PM	APRV
4	Ivan Cantu	Ivan Cantu	03/31/2011 07:44 AM	APRV
5	Auditor's Office		03/31/2011 04:00 PM	NEW

Form Started By: Marcie Jackson Started On: 03/25/2011 01:55 PM

Final Approval Date: 03/31/2011

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT NO. 1 TO
"WORK AUTHORIZATION NO. 9"
CONTRACT NO. C-CAP-08-022-09-02

This AMENDMENT to THe Attachment " D" of Work Authorization No. 9 of the CONTRACT between L&G Engineering Laboratory, (Engineer) and HIDALGO COUNTY (the county), effective the _____ day of _____, is made between the Engineer and the County, (the "Amendment"), as follows:

WHEREAS, Engineer and **County** entered into an **Agreement** on the 25th day of August 2009 in which the Engineer agreed to provide Construction Material Testing for 3rd Call Colonia Access Program projects: **Los Castillos Subdivision**, Projects are located in Precinct No. 1,

WHERAS, the parties now desire to amend the Project in which the Engineer may perform the services.

WHERAS, the parties desire to amend the Agreement Attachment "D" as hereinafter provided.

NOW THEREFORE, for and in consideration of the tasks performed by Engineer and County and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, and this mutually agreed Amendment to the Authorization Attachment "D", Engineer and County hereby agree to the following Amendment to the Agreement Attachment "D"

Replace Attachment "D" with the Revised "Attachment "D".

2. The estimated cost for services under this Work Authorization is **$89,665.69.** This amount is based upon the costs outlined in the Cost Proposal attached hereto as revised Attachment "D"

Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect. Engineer and County ratify and confirm the terms and provisions of the Agreement as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

HIDALGO COUNTY:

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

L&G ENGINEERING LABORATORY, LLC

_____
Jacinto Garza, P.E

LIST OF ATTACHMENTS

(Revised Attachment "D")

Revised
"Attachment D"

HIDALGO COUNTY PRECINCT 1

C-CAP-08-022-09-02

WORK AUTHORIZATION NO. 9 – TOTAL AMOUNT BREAKDOWN

Project Description	**Previous Estimated Amount**	**Current Estimated Amount**
Colonia Boyce	$3,427.34	$3,427.34
Engleman #2	$3,179.12	$3,179.12
Village Grove #2	$1,075.17	$1,075.17
Valley View Estates	$3,691.64	$3,691.64
Balli Estates	$13,669.16	$13,669.16
Mary Ann Subdv.	$6,329.26	$6,329.26
Brenda Gay Subdv.	$2,800.93	$2,800.93
Delta West Subdv.	$9,057.42	$9,057.42
Diaz Subdv.	$1,645.44	$1,645.44
Saenz Subdv.	$1,707.18	$1,707.18
Wes-Mer Subdv.	$2,284.33	$2,284.33
La Mesa Subdv.	$5,348.86	$5,348.86
De Anda Subdv.	$1,638.56	$1,638.56
Los Castillos Subdv.	**$2,076.67**	**$2,701.11**
Mid Valley Estates Subdv.	$5,982.38	$5,982.38
Chapa II Subdv.	$8,739.01	$8,739.01
Ash Country Subdv.	$3,319.28	$3,319.28
High Point Subdv.	$3,087.00	$3,087.00
McKee Subdv.	$3,129.98	$3,129.98
S. Palm Garden Est. #1 Subdv.	$1,496.78	$1,496.78
S. Palm Garden Est. #2 Subdv.	$1,238.06	$1,238.06
Chapa North Subdv.	$2,184.84	$2,184.84
Chapa South Subdv.	$1,932.84	$1,932.84
Total Amount	**$89,041.25**	**$89,665.69**

AI-26040 **18.E.2.**

BCAP - Pct 1- Round III - Road & Drainage Construction for Saenz Subdivision Award Recommendation

CC REGULAR

Date: 04/05/2011
Submitted By: Yvette Islas, PURCHASING DEPT.
Submitted For: Agapito Vargas
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** CAP Pct.1

Information

CAPTION

Presentation for discussion, consideration, and action on a recommendation by project engineer Rodriguez Engineering to award to the lowest bidder meeting all specifications: M.J.A Construction, LLC in the amount of $63,149.50 for Bid No. CAP-11-057-02-16-YSI “Road & Drainage Construction for Saenz Subdivision”.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1312-431-00-121-181-0-731/733
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Obj. 731 "Roads" -Available balance as of 3-31-11 $46,287.83
Obj. 733 "Drainage Ditches"-Available balance as of 3-31-11 $16,200.00.

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-121-181-0-731
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 3-31-11 $2,352.67

Attachments

Link: saenz bk up.26040
Link: saenz.b tab sheet.26040
Link: saenz ai req.26040

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Darlene Betancourt	03/31/2011 08:48 AM	APRV
2	Budget & Management	Erika Zamora	03/31/2011 08:51 AM	APRV
3	Ivan Cantu	Ivan Cantu	03/31/2011 09:09 AM	APRV

4	Auditor's Office	03/31/2011 04:00 PM	NEW
Form Started By: Yvette Islas		Started On: 03/30/2011 02:30 PM	
Final Approval Date: 03/31/2011			

COLONIA ACCESS PROGRAM
County of Hidalgo

Agapito Vargas, Jr.
Executive Director

30 March 2011

Sharon Slagle, Colonia Project Manager
Texas Department of Transportation
600 West Expressway 83
Pharr, TX 78577

Re: Bid Award Number CAP-11-057-02-16-YSI 3rd Call Project; Colonia Saenz CSJ: 3C108181

Dear Sharon:

Attached please find information regarding the award of the above-referenced 3rd Call Colonias Project for road construction and drainage.

Please be advised that the County will proceed to award the bid based on the following:

1). Engineers Recommendation
2) Bidder meets all County requirements
3) Bid is the lowest of bids received
4) Cost Breakdown

Rodriguez Engineering has reviewed bids and tabulations and is recommending M.J.A. Construction LLC of Mission, Texas as the low bidder for the above-referenced project.

The current amount budgeted for roadway construction is $46,287.83 and the amount budgeted for drainage is $16,200.00 for a total amount of $62,487.83. Based on the low bid amounts, roadway construction will have an overrun, ($2,352.57) and drainage will have an underrun $1,691.00. The road construction overrun amount will be covered by transferring funds from the County's Road and Bridge account. The project will be within the total roadwork allowable of $500K/mile. (See Attached Spreadsheet)

The award will be to the low bidder M.J.A. Construction LLC with a low bid amount of $63,149.50.

Office: (956) 787-1891 • Fax: (956) 787-4683
301 E. State • Pharr, Texas 78577
Equal Opportunity Employer

The bids received were as follows:

Contractor	Read Total	Correct Total
M.J.A. Construction LLC	$63,149.50	$63,149.50
Asago Construction	$88,702.00	$88,702.00
Alvarez Construction	$68,199.00	$68,199.00

Commissioner Joel Quintanilla concurs with the engineering firm's recommendation and will present the recommendation to Commissioner's Court for approval, once concurrence has been provided by TXDOT.

Please note that the County Commissioner's Court will award the contract pending TXDOT concurrence.

If you require additional information, please feel free to contact me at 787-1891 or on my cell phone at 460-6364.

Sincerely Yours,

Agapito Vargas Jr., Director
Hidalgo County Colonias Access Program

Cc: Commissioner Joel Quintanilla, Hidalgo County Precinct 1 (Ltr Copy Only)
Valde Guerra, Commissioner's Court Executive Officer (email)
Eduardo Gonzalez, Executive Assistant of Community and Intergovernmental Relations Precinct 1 (email)
John Paul Lugo, HCBCAP County Wide Coordinator (email)
Katia Garcia, Grant Accountant I (email)
Yvette Islas, HCCAP Buyer II (email)
Project files

RODRIGUEZ ENGINEERING
200 South Cage Blvd., Pharr, Texas 78577

ENTERED 3/10/11

March 4, 2011

Agapito Vargas
Colonia Access Program Director
Hidalgo County
301 East State Street
Pharr, Texas 78577

Re: Letter of Recommendation
Border Colonia Access Program Round 3 – Precinct #1
Saenz Subdivision Bid # CAP-11-057-02-16-YSI

Mr. Vargas,

We have reviewed the unit base bid amount totals submitted from 3 construction companies for the above mentioned project. After review and tabulation of the unit base bid, M.J.A. Construction, has submitted the lowest total base bid proposal of $63,149.50. Alvarez Construction, and Asago Construction also submitted bids for the project (see attached bid tabulation sheet). M.J.A. Construction has met all requirements set forth in the bid notice (see attached references).

With this in mind, please consider our recommendation that M.J.A. Construction be awarded the project for the total base bid in the amount of$63,149.50. Construction is expected to be completed in 90 calendar days.

Respectfully Submitted,

STATE OF TEXAS
LEO L. RODRIGUEZ, JR.
34928
REGISTERED
PROFESSIONAL ENGINEER
3/8/11

Leo L. Rodriguez, P.E., R.P.L.S.
Principal

S:\SAMES\ENG\ENG 2009\Eng 09.008_Hidalgo County Colonias_3rdCall_Pct1\Misc Documents\Recommendation Letter Saenz Sub.doc

RECEIVED
MAR 10 2011
BY:

RECEIVED MAR 10 2011 BY

ENTERED 3/10/11

HIDALGO COUNTY PRECINCT #1
BORDER COLONIA ACCESS PROGRAM
ROUND #3

BID OPENING DATE: FEBRUARY 16, 2011
9:30 a.m.

BASE BID

BID Number	ITEM DESCRIPTION	UNIT	QUANTITY	M.J.A. CONSTRUCTION L.L.C. UNIT PRICE	M.J.A. CONSTRUCTION L.L.C. TOTAL PRICE	ALVAREZ CONSTRUCTION UNIT PRICE	ALVAREZ CONSTRUCTION TOTAL PRICE	ASAGO CONSTRUCTION UNIT PRICE	ASAGO CONSTRUCTION TOTAL PRICE
	SAENZ SUBDIVISION								
	BASE BID (PAVING)								
100	PREPARING ROW	STA.	5.79	$1,500.00	$8,685.00	$2,600.00	$15,054.00	$2,000.00	$11,580.00
152	6" ROAD GRADER WORK (DENS. CONT.) (SUBGRADE)	S.Y.	1,690	$3.50	$5,915.00	$3.00	$5,070.00	$8.00	$13,520.00
247	6" FL BS (DC)(TY D GR6 CLIII)(COMP IN PLAC)	S.Y.	1,690	$5.75	$9,717.50	$6.00	$10,140.00	$11.00	$18,590.00
310	ASPH MATRL (MC-30)	GAL.	338	$8.50	$2,873.00	$10.00	$3,380.00	$9.00	$3,042.00
340	1 1/2" HOT MIX ASPH CONC. TY D	S.Y.	1,550	$9.00	$13,950.00	$7.80	$12,090.00	$12.00	$18,600.00
500	MOBILIZATION	L.S.	1	$5,000.00	$5,000.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00
502	BARRICADES, SIGN AND TRAFFIC HANDLING	MO	1	$2,500.00	$2,500.00	$3,000.00	$3,000.00	$1,000.00	$1,000.00
	BASE BID PAVING TOTAL AMOUNT				$48,640.50		$51,734.00		$69,332.00
	BASE BID (DRAINAGE)								
530	DRIVEWAY (ASPH-CON-PAV) (PB-1)	L.F.	285	$20.00	$5,700.00	$11.00	$3,135.00	$25.00	$7,125.00
247	FLEX BASE (COMPL IN PLACE) (TY D GR6 CL4)	L.F.	380	$5.00	$1,900.00	$8.00	$3,040.00	$15.00	$5,700.00
556	15" RCP STORM DRAIN CLIII	S.Y.	280	$24.00	$6,720.00	$30.00	$8,400.00	$20.00	$5,600.00
506	TEMPORARY SEDIMENT CONTROL FENCE (INSTALLED)	L.F.	63	$2.00	$126.00	$20.00	$1,260.00	$10.00	$630.00
506	TEMPORARY SEDIMENT CONTROL FENCE (REMOVE)	L.F.	63	$1.00	$63.00	$10.00	$630.00	$5.00	$315.00
	BASE BID DRAINAGE TOTAL AMOUNT				$14,509.00		$16,465.00		$19,370.00

BASE BID PAVING TOTAL AMOUNT:	**$48,640.50**	**$51,734.00**	**$69,332.00**
BASE BID DRAINAGE TOTAL AMOUNT:	**$14,509.00**	**$16,465.00**	**$19,370.00**
BASE BID GRAND TOTAL AMOUNT:	**$63,149.50**	**$68,199.00**	**$88,702.00**

STATE OF TEXAS
LEO L. RODRIGUEZ, JR.
94928
REGISTERED PROFESSIONAL ENGINEER
3/8/11

ENTERED

Colonia Saenz
CSJ: 3C1080181
Cost Breakdown
Precinct 1

Item No.	Bid Item No.	Item Description	Quantity	Unit	Unit Price	Amount Bid
		ROADWAY				
1	100	Preparing ROW	5.79	STA	$1,500.00	$8,685.00
2	152	6" Road Grader Work (Subgrade)(Dens Cont)	1690	SY	$3.50	$5,915.00
3	247	Flex Base (Compl in place) TY "D" GR6	1690	SY	$5.75	$9,717.50
4	310	Asphalt Material Prime Coat (MC-30)	338	GAL	$8.50	$2,873.00
5	340	Asph Conc ACP Surface (TY "D") (1.5")	1550	SY	$9.00	$13,950.00
6	500	Mobilization	1	LS	$5,000.00	$5,000.00
7	502	Barricades, Signs and Traffic Handling	1	MO	$2,500.00	$2,500.00
		SubTotal Base Bid	→			**$48,640.50**
		DRAINAGE				
1	247	Flex Base (Compl in place) (TY D GR6 CL 4)	380	SY	$5.00	$1,900.00
2	464	RCP (CL III) (15") Storm Drainage	280	LF	$24.00	$6,720.00
3	506	Temp Sedmt Cont Fence (Install)	63	LF	$2.00	$126.00
4	506	Temp Sedmt Cont Fence (Remove)	63	LF	$1.00	$63.00
5	530	Driveways (Asphalt, Concrete, Pavement)	285	SY	$20.00	$5,700.00
		SubTotal Drainage	→			**$14,509.00**
		GrandTotal Roadwork Base Bid and Drainage	→			**$63,149.50**

Project Length: (LF)	579	
Cost Per Linear Feet @ $500K/mile:	$ 94.70	
Tot. Proj. Allowable (Cost per LF @$500K/mi X Proj. Lngth):	**$ 54,831.30**	
Roadwork Allocation (Eng, Road Const and Contingency):	**$ 50,818.91**	
Allowed Increase:	**$ 4,012.39**	**Amt Inc. $ 12,704.73**

Road Construction Allocation:	$ 32,576.50	
Possible 25% Transfer-In Indian Hills Contingency:	$ 3,700.00	
Contingency Transfer In:	$ 10,011.33	
Total Allocation, 25% Transfer and Contingency Transfer	$ 46,287.83	
Low Base Bid Roadwork	$48,640.50	
Overrun/Underrun	($2,352.67)	*

Drainage Allocation:	$ 16,200.00
Transfer In: Other Projects	0
Total Allocation and Transfer	$16,200.00
Drainage Cost:	$14,509.00
Overrun/Underrun	$1,691.00

***Amount covered with Road and Bridge funds**

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO. 4 - BORDER COLONIA ACCESS PROGRAM

BID OPENING DATE: February 16, 2011	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "ROAD & DRAINAGE CONSTRUCTION FOR SAENZ SUBDIVISION"

BID NO: CAP-11-057-02-16-YSI

RFB NO.	NAME OF COMPANY	TOTAL BID AMOUNT FOR CONSTRUCTION	Bid Bond/ Cashier's Check
1.	Asago Construction	$88,702.00	Bid Bond Included
2.	Alvarez Construction	$68,199.00	Bid Bond Included
3.	M. J. A. Construction	$63,149.50	Bid Bond Included
4.			
5.			
6.			
7.			
8.			
9.			
10.			

From:	marcie.jackson
To:	joel.quintanilla@co.hidalgo.tx.us; eduardo.gonzalez@co.hidalgo.tx.us; "Yvette Islas"; "Valde "
Cc:	johnpaul.lugo@co.hidalgo.tx.us; katia.garcia@auditor.co.hidalgo.tx.us
Subject:	Low Bid Award - Colonia Saenz Subdivision
Date:	Wednesday, March 30, 2011 4:14:22 PM
Attachments:	Colonia Saenz Subdivision.pdf

Yvette,

Please place the following item on CC agenda for Tuesday 5th April 2011:

Approval to award contract to low bidder for 3rd Call Border Colonia Access Program Projects
Project Name: Colonia Saenz Subdivision (CSJ: 3C1080181)
Project Location: Precinct 1
Low Bidder: M.J.A. Construction, LLC; Mission, TX
Project Engineer: Rodriguez Engineering
Account: 1-1312-431-00-121-181-0-731/733
1-1200-431-00-121-181-0-731

Attached is correspondence to TxDOT requesting concurrence, engineer's letter of recommendation, cost breakdown, engineer's tabulation sheet.

Agapito Vargas,
Executive Director
Hidalgo County Border Colonia Access Program
301 East State
Pharr, TX 78577
Office Tel: 956/787-1891
Fax: 956/787-4683
Cell: 956/207-9850
email: agapito.vargas@co.hidalgo.tx.us

AI-25988 **18.F.1.**

BCAP - Precinct No. 3 Ariel Hinojosa Subdivision - Round III - Rescind/Award

CC REGULAR

Date:	04/05/2011
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Agapito Vargas
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** CAP Pct.3

Information

CAPTION

Presentation for discussion, consideration and approval of the following based on a recommendation by project engineer Javier Hinojosa Engineering for CAP-10-395-12-29-YSI Road & Drainage Construction of Ariel Hinojosa Subdivision:
a. rescind contract awarded to Sascon, Inc. on 02-22-11 (in the amount of $118,113.80) due to bid submitted was invalid and nonresponsive due to the fact that it contained the incorrect Bid Bond;
b. award to the next lowest responsible bidder meeting all specifications Valley Paving Inc. for CAP-10-395-12-29-YSI in the amount of $118,648.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1312-431-00-123-055-0-733 & 731

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

BUDGETARY IMPACT:

Available funds as of 03/31/11. Pending LIT AI-25999 for CC 04-05-11.

Attachments

Link: eng recomend.25988

Link: b tab ahino.25988

Link: c brkdwn.25988

Link: txdot conc ahino.25988

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Darlene Betancourt	03/31/2011 08:48 AM	APRV
2	Budget & Management	Erika Zamora	03/31/2011 08:48 AM	APRV
3	Olga Garza	Olga Garza	03/31/2011 09:29 AM	APRV
4	Auditor's Office		03/31/2011 04:00 PM	NEW

Form Started By: Yvette Islas Started On: 03/29/2011 10:12 AM

Final Approval Date: 03/31/2011

JAVIER HINOJOSA ENGINEERING/Consulting Engineers

416 E. Dove Avenue • McAllen, Texas 78504
Tel: (956) 668-1588 • Fax: (956) 994-8102
javhin@rgv.rr.com
TBPE FIRM NO. F-1295

March 29, 2011

Commissioner Joe M. Flores
Hidalgo County Precinct 3
724 N. Breyfogle
Mission, Texas 78572

Re: Colonia Access Program Round III
Bid No. CAP-10-395-12-29-YSI
Ariel Hinojosa Subdivision

Dear Commissioner Flores,

Bids were received and opened for the Colonia Access Program Bid No. CAP-10-395-12-29-YSI Ariel Hinojosa Subdivisions on December 29, 2010. A total of five bids were received with Sascon, Inc. being the low bidder with a total base bid of $118,113.80. After review of the submitted Bid Bond from Sascon, Inc., it was found that the Bid Bond was filled in incorrectly and addressed to the City of Palmview. This discrepancy makes their bid packet invalid and nonresponsive due to the fact that it contained the incorrect Bid Bond. We are recommending award of this contract to the second low bidder being Valley Paving, Inc., in the amount of $118,648.00. This is an excellent bid and I believe we will save time and money by not re-advertising this project and awarding the contract to Valley Paving, Inc. Attached is a copy of the bid tabulation for your review. This project involves the reconstruction of Paula Street within Ariel Hinojosa Subdivision. Valley Paving, Inc. is a reputable firm who has constructed several projects within Hidalgo County. We recommend award of the contract to Valley Paving, Inc. in the amount of $118,648.00. If you have any questions or require further information, please feel free to contact me at your convenience.

Sincerely,

JAVIER HINOJOSA ENGINEERING

Javier Hinojosa, P.E.

cc: Mr. Agapito Vargas, Director, Colonia Access Program

S:\OFFICE DOCUMENTS\JHE2011\LETTERS\BID RECOMMENDTION\Flores-Joe-M-03-29-11.doc

BID TABULATION SHEET
Hidalgo County Precinct No. 3
Ariel Hinojosa Subdivision
Bid No: CAP-10-395-12-29-YSI
Bid Date: December 29 @ 9:30 a.m.

		QUANTITIES	Sascon, Inc.		Valley Paving, Inc.		O.G. Const., Co., LLC		MF Site Const., Inc.		Asago Const.	
	Paving											
1	Preparing ROW	13.03 STA	$600.00	$7,818.00	$800.00	$10,424.00	$1,200.00	$15,636.00	$1,850.00	$24,105.50	$1,000.00	$13,030.00
2	8" Flex Base (Compl in Place) (TY D GR6 CL4)	4,054 SY	$8.20	$33,242.80	$6.50	$26,351.00	$8.00	$32,432.00	$5.48	$22,215.92	$11.00	$44,594.00
3	Rewking BS Matl (DC) (TY D CL2)	4,054 SY	$2.00	$8,108.00	$2.00	$8,108.00	$3.00	$12,162.00	$1.70	$6,891.80	$6.00	$24,324.00
4	ASPH Matrl (MC-30)	811 GAL	$5.00	$4,055.00	$5.00	$4,055.00	$4.00	$3,244.00	$9.30	$7,542.30	$7.00	$5,677.00
5	ASPH Conc (TY D)(1 1 /2")	3,475 SY	$8.00	$27,800.00	$7.00	$24,325.00	$8.50	$29,537.50	$11.50	$39,962.50	$7.00	$24,325.00
6	Barricades, Signs and Traffic Handling	3.0 MO	$1,000.00	$3,000.00	$1,000.00	$3,000.00	$850.00	$2,550.00	$700.00	$2,100.00	$1,000.00	$3,000.00
7	Turnouts (ASPH-CONC-PAV)(PB-1)	30 SY	$28.00	$840.00	$15.00	$450.00	$10.00	$300.00	$17.00	$510.00	$100.00	$3,000.00
8	Temporary Sediment Control Fence	210 LF	$5.00	$1,050.00	$5.00	$1,050.00	$2.00	$420.00	$2.30	$483.00	$2.00	$420.00
9	Temporary Sediment Control Fence (Remove)	210 LF	$5.00	$1,050.00	$3.00	$630.00	$1.00	$210.00	$1.20	$252.00	$1.00	$210.00
10	Type III Barricade	1 EA	$750.00	$750.00	$2,500.00	$2,500.00	$750.00	$750.00	$1,500.00	$1,500.00	$1,000.00	$1,000.00
11	Relocate Mail Boxes	Lump Sum	$3,000.00	$3,000.00	$5,000.00	$5,000.00	$7,200.00	$7,200.00	$1,820.00	$1,820.00	$2,000.00	$2,000.00
	Subtotal Paving			**$90,713.80**		**$85,893.00**		**$104,441.50**		**$107,383.02**		**$121,580.00**
	Drainage											
10	Driveway (ASPH-CON-PAV)(PB-1)	325 SY	$28.00	$9,100.00	$25.00	$8,125.00	$10.00	$3,250.00	$17.60	$5,720.00	$25.00	$8,125.00
11	Driveway (Concrete 3000 PSI)	195 SY	$40.00	$7,800.00	$54.00	$10,530.00	$52.00	$10,140.00	$40.00	$7,800.00	$30.00	$5,850.00
12	15" ADS Culvert Pipe	450 LF	$15.00	$6,750.00	$20.00	$9,000.00	$20.00	$9,000.00	$19.70	$8,865.00	$30.00	$13,500.00
13	18" RCP Culvert Pipe	70 LF	$25.00	$1,750.00	$50.00	$3,500.00	$32.00	$2,240.00	$28.00	$1,960.00	$35.00	$2,450.00
14	Safety End Treatment	2 EA	$1,000.00	$2,000.00	$800.00	$1,600.00	$750.00	$1,500.00	$300.00	$600.00	$1,500.00	$3,000.00
	Subtotal Drainage			**$27,400.00**		**$32,755.00**		**$26,130.00**		**$24,945.00**		**$32,925.00**
	TOTAL BASE BID			**$118,113.80**		**$118,648.00**		**$130,571.50**		**$132,328.02**		**$154,505.00**
	Bid Bond/Cashier Check			**Bid Bond**		**Bid Bond**		**Bid Bond**		**Bid Bond**		**Bid Bond**

Ariel Hinojosa Subdivision
CSJ: 3C1080055
Cost Breakdown
Precinct 3

Item No.	Bid Item No.	Item Description	Quantity	Unit	Unit Price	Amount Bid
		ROADWAY				
1	100	Preparing ROW	13.03	STA	$800.00	$10,424.00
2	247	Flex Base (RD DEL) TY "E" GR4	4054	CY	$6.50	$26,351.00
3	251	Reworking Fase Material (DC) (TY D CLII)	4054	SY	$2.00	$8,108.00
4	310	Prime Coat (MC-30)	811	GAL	$5.00	$4,055.00
5	340	Asph Conc ACP Surface (TY "D") (1.5")	3475	SY	$7.00	$24,325.00
6	501	Barricades, Type III	1	EA	$2,500.00	$2,500.00
7	502	Barricades, Signs and Traffic Handling	3	LS	$1,000.00	$3,000.00
8	530	Turnouts (Asphalt, Concrete, Pavement) (PBS-2)	30	SY	$15.00	$450.00
9	5249	Temp Sedmt Cont Fence	210	LF	$5.00	$1,050.00
10	5249	Temp Sedmt Cont Fence (Remove)	210	LF	$3.00	$630.00
11		Relocate Mail Boxes	1	LS	5000	$5,000.00
		SubTotal Base Bid →				**$85,893.00**
		DRAINAGE				
	530	Driveways (Asphalt, Concrete, Pavement)	325	SY	$25.00	$8,125.00
	530	Driveways (Concrete)	195	SY	$54.00	$10,530.00
	556	15" ADS Corrugate Pipe	450	LF	$20.00	$9,000.00
	556	18" RCP Culvert Pipe	70	LF	$50.00	$3,500.00
	556	Safety End Treatment	2	EA	$800.00	$1,600.00
		SubTotal Drainage →				**$32,755.00**
		GrandTotal Roadwork Base Bid and Drainage →				**$118,648.00**

Project Length: (LF)	1310	
Cost Per Linear Feet @ $500K/mile:	$ 94.70	
Tot. Proj. Allowable (Cost per LF @$500K/mi X Proj. Lngth):	**$ 124,057.00**	
Roadwork Allocation (Eng, Road Const and Contingency):	**$ 121,461.95**	
Allowed Increase:	**$ 2,595.05**	**Amt Inc. $ 30,365.49**

Road Construction Allocation:	$ 92,800.00	
Possible 25% Transfer In Other Projects:	$ -	
Contingency Transfer In:	$ -	
Total Allocation, 25% Transfer and Contingency Transfer	$ 92,800.00	
Low Base Bid Roadwork	$85,893.00	
Overrun/Underrun	$6,907.00	*

Drainage Allocation:	$ 24,310.00
Transfer In: A. Hinojosa Rdwork	$ 3,090.00
Total Allocation and Transfer	$27,400.00
Drainage Cost:	$32,755.00
Overrun/Underrun	-$5,355.00

Ariel Hinojosa Subdivision
CSJ: 3C1080055
Cost Breakdown
Precinct 3

Texas Department of Transportation
PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

March 30, 2011

Mr. Agapito Vargas, Director
Hidalgo County Colonia Access Program
301 E. State Street
Pharr, TX 78577

Dear Mr. Vargas:

TxDOT concurs with Hidalgo County's decision to award a construction contract for its 3rd-call Border Colonia Access Program project in Ariel Hinojosa Subdivision (3C1080055) to the second low bidder, Valley Paving, Inc., for a total bid of $118,648.00, understanding that the County has disqualified the low bidder, Sascon, Inc., for failing to submit the correct bid bond for this project.

My records indicate that the bid amounts for this project exceed amounts remaining only for drainage, which can be covered by the roadway under run:

Project	Amount Remaining 03/30/11			Bid Amount		
	Drainage	Roadway	Total	Drainage	Roadway	Total
Ariel Hinojosa	$24,310.00	$110,883.16	$135,193.16	**$32,755.00**	$85,893.00	$118,648.00

Please let me know if you have questions.

Sincerely,

Sharon Slagle

Sharon Slagle
Pharr District Colonia Program Manager

AI-25983 **18.G.1.**

TLO SYSTEMS AGREEMENT

CC REGULAR

Date:	04/05/2011
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** District Attorney

Information

CAPTION

Requesting approval of agreement with TLO Systems for "On-line Research Services" at no charge with the authority for County's District Attorney to sign said agreement.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

No Fiscal Impact. On-Line Services are at no charge for Law Enforcement Investigations.

Attachments

Link: Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/30/2011 02:57 PM	APRV
2	Budget & Management	Erika Zamora	03/30/2011 04:06 PM	APRV
3	Sylvia Solis	Sylvia Solis	03/31/2011 08:24 AM	APRV
4	Auditor's Office		03/31/2011 04:00 PM	NEW

Form Started By: Vangie Garcia Started On: 03/29/2011 08:57 AM

Final Approval Date: 03/31/2011



TLO Acceptable Use Requirements for Law Enforcement:

TLO is dedicated to creating technologies, systems, and tools that protect children, people, companies, and countries from risk, fraud and theft. TLO applauds the efforts of our law enforcement officers across the country in the fight against crime, and is proud to provide our tools free of charge to Law Enforcement Agencies to aid the fight against crime.

1. The Authorized Agency Designee of the Agency must make application for the Agency overall. Once approved, an administrator will be appointed by the Agency to oversee the use of TLO Systems by the Agency, including authorizing access, ensuring appropriate use, and removing access for any Officer who is reassigned.

2. Subject to these Acceptable Use Requirements, TLO grants a license to the Agency to permit online access to TLO Systems at no charge solely for law enforcement purposes. You must acknowledge and agree to these Acceptable Use Requirements by signing this Acceptable Use Requirements form, and strictly abiding by the requirements included here.

3. The Agency understands and acknowledges that data is sometimes entered poorly, processed incorrectly, and generally not free from defect. The results found from TLO Systems should not be relied upon as accurate. Before relying on any information provided by TLO Systems, you must verify it independently through other investigative means in accordance with your Agency's guidelines and protocols. The Agency agrees to hold TLO harmless for any of the Agency's use of the TLO Systems and the information provided by TLO Systems.

4. Members of the Agency must not share access to TLO Systems with anyone who is not in the Agency.

5. You will not use or allow use of TLO Systems for any commercial purposes.

6. Use of TLO Systems, and access to any information provided by TLO Systems, may be suspended or revoked at any time by TLO.

7. The Agency agrees it is familiar with laws governing the use of data. The TLO Systems contain data regulated by the Gramm-Leach-Bliley Act, 15 U.S.C. Section 6801 et seq. ("GLB"), and the Driver's Privacy Protection Act, 18 U.S.C. Section 2721 et seq. ("DPPA"). The screens that display information from the TLO Systems clearly indicate that the results are to be used for Law Enforcement Purposes only; GLB and DPPA permit data to be used for Law Enforcement Purposes. You will also have an option to suppress any GLB and DPPA data, if you are ever in doubt, since for each use, you must comply with the GLB and DPPA permissible uses.

(A) Applicable GLB uses for law enforcement:

- To the extent specifically permitted or required under laws other than GLB, and in accordance with the Right to Financial Privacy Act of 1978, to law enforcement agencies, to self-regulatory organizations, or for an investigation on a matter related to public safety.

- To protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability.

- To comply with Federal, State, or local laws, rules and other applicable legal requirements.

(B) Applicable DPPA uses for law enforcement:

- Use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a Federal, State, or local agency in carrying out that agency's functions.
- Use in connection with any civil, criminal, administrative, or arbitral proceeding, in any Federal, State, or local court or agency, or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a Federal, State, or local court.

8. TLO is not a consumer reporting agency. The Agency shall not use TLO Systems for any purpose governed by the federal Fair Credit Reporting Act, 15 U.S.C. Section 1681 et seq. ("FCRA"), including to determine eligibility for credit, insurance, employment, or other purpose governed by the FCRA.

9. The Agency will manage its account in compliance with Agency guidelines and these Acceptable Use Requirements, including, without limitation: (i) designating an appropriate Administrator; (ii) adding appropriate Agency employees as users; (iii) maintaining accurate records of all current employees with access to, and former employees who have ever accessed, TLO Systems; (iv) issuing guidelines for the appropriate use of TLO Systems by its users; and (v) terminating access when a user departs from the Agency, transfers to new duties not requiring access, or is suspected of improper access or use of TLO Systems.

10. The Agency may not assign the license to access TLO Systems, in whole or in part.

All of the foregoing is accepted and agreed to by:

Signed By: _____ _____

Authorized Agency Designee Date

Please complete and attach the following documentation. For legal questions, please contact Derek Dubner, Esq. at (561) 988-4205.

- Law Enforcement Identification Cards for the Authorized Agency Administrator.
- Law Enforcement Agency Request Form and TLO Acceptable Use Requirements - All fields must be completed.

Fax the information to Credentialing at (561) 226-9717 on Department/Agency letterhead.

ATTACHMENT A

REQUIRED DOCUMENTS

- Completed Subscriber Agreement & Application
- Photo ID

Account Administrator (The person responsible for managing your account on behalf of the Agency.)

Name:	Rogelio Cazares		
Division:	Administration		
Rank:	HR Director	ID/Badge Number:	
Address (if not Headquarters):	100 N. Closner, 5th Floor, Edinburg, Tx 78539		
Direct Phone #:	956-318-2310 ext. 758	Cell Phone #:	956-457-2562
E-mail Address:	roy.cazares@da.co.hidalgo.tx.us		

The responsibilities of the Administrator are:

1. To coordinate the appropriate use of TLO Systems according to the agreed Acceptable Use Requirements.
2. To keep current a complete roster of all Officers who have been granted rights to access and use TLO Systems, and to monitor appropriate use.
3. To provide required information to TLO to ensure the appropriate use and control of TLO Systems.

Signed By: _____ _____

Authorized Agency Designee — Administrator

_____ _____

Date — Date

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~Eleanor Roosevelt

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Hank Asher
Info on Hank Asher, TLO

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For information Contact:
CustomerSupport@TLO.com
888-493-2209

"If you have the best product, you will do well. If you have the best price, you will do well. Put them together and the world will build a highway to your door." ~Hank Asher 1992, again in 2001, and now in 2011

Are you locked in a long-term contract?
Tell us confidentially if you have long-term contract signed with an inferior data vendor. We will work with you to get you TLOxp and maximize your productivity and save you money with a superior product!!!

Contact:
James F. Carroll, Esq.
561-988-4228
Jim@CarrollEsq.com
www.CarrollEsq.com

"Sufficiently advanced technology is indistinguishable from magic." ~*Arthur Clarke*

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AI-26012 **19.D.**

C-1135-10-G; Jose Luis Salas, et al v. County of Hidalgo

CC REGULAR

Date:	04/05/2011
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	03/30/2011 09:39 AM	APRV
2	Auditor's Office	Linda Fong	03/31/2011 02:29 PM	APRV
3	Purchasing Department		03/31/2011 04:00 PM	NEW
Form Started By: Monica Badillo			Started On: 03/30/2011 08:55 AM	
Final Approval Date: 03/31/2011				

AI-26013 **20.D.**

C-1135-10-G; Jose Luis Salas, et al v. County of Hidalgo

CC REGULAR

Date:	04/05/2011
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	03/30/2011 09:39 AM	APRV
2	Auditor's Office	Linda Fong	03/31/2011 02:29 PM	APRV
3	Purchasing Department		03/31/2011 04:00 PM	NEW
Form Started By: Monica Badillo			Started On: 03/30/2011 08:56 AM	
Final Approval Date: 03/31/2011				