

AI-26640

6.B.

2011 Library Interlocals

CC REGULAR

Date: 05/17/2011
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE
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

Acct. #1-1100-455-00-125-024-0-841

Fiscal Impact

<u>FISCAL YEAR:</u> 2011	<u>ACCT. #:</u> 1-1100-455-00-125-024-0-841
<u>FUNDS AVAILABLE Y/N?:</u> y	<u>MATCHING FUNDS Y/N?:</u> n

BUDGETARY IMPACT:

Funds available as of 5/12/11

Attachments

- Link: [AGENDA](#)
 - Link: [MINUTES](#)
 - Link: [city of alamo](#)
 - Link: [city of donna](#)
 - Link: [city of edinburg](#)
 - Link: [city of elsa](#)
 - Link: [city of hidalgo](#)
 - Link: [city of lajoya](#)
 - 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](#)
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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/12/2011 11:19 AM	APRV
2	Erika Zamora	Erika Zamora	05/12/2011 01:22 PM	APRV
3	Auditor's Office		05/12/2011 05:18 PM	NEW
Form Started By: Monica Badillo			Started On: 05/12/2011 10:51 AM	
Final Approval Date: 05/12/2011				



The Hidalgo County Library System

The Hidalgo County Library System

121 E Cherokee
Pharr, Texas
Phone: (956) 787-3966
Fax: (956) 787-5410

HCLS President/County Librarian:
Adolfo Garcia, Director - Pharr Memorial Library

HCLS Vice President:
Letty Leija, Director - Dustin Michael Sekula
Memorial Library

HCLS Secretary:
Armandina Sesin - San Juan Library Director

HCLS Technology Analyst:
Jaime Cardoza - Dustin Michael Sekula
Memorial Library

The Hidalgo County Library System

<http://www.hcls.lib.tx.us>

HCLS is a federated system of Independent Public Libraries in Hidalgo County.

SGT Fernando de la Rosa
Memorial Library
416 N. Tower Rd.
Alamo, Texas 78516
(956) 787-6160

Donna Public Library
301 South Main
Donna, Texas 78537
(956) 464-2221

Dustin Sekula Memorial Library
1906 South Closner
Edinburg, Texas 78539
(956) 383-6246

Elsa Public Library
711 North Hidalgo Street
Elsa, Texas 78543
(956) 262-3061

Hidalgo Public Library
710 East Texano
Hidalgo, Texas 78557
(956) 843-2093

La Joya Municipal Public Library
925 South Leo
La Joya, Texas 78560
(956) 581-4533

McAllen Memorial Library
601 North Main
McAllen, Texas 78501
(956) 688-3300

Mercedes Memorial Library
434 South Ohio
Mercedes, Texas 78570
(956) 565-2371

Speer Memorial Library
801 East 12th Street
Mission, Texas 78572
(956) 580-8750

Pharr Memorial Library
121 East. Cherokee St.
Pharr, Texas 78577
(956) 787-3966

San Juan Public Library
1010 South Standard
San Juan, Texas 78589
(956) 702-0926

Weslaco Public Library
525 South Kansas
Weslaco, Texas 78596
(956) 968-4533

HCLS News - Upcoming WORKSHOPS and BOARD MEETING

4/21/2011

Dear One and All:

Attached is our regular called HCLS meeting agenda. Our meeting will be hosted by the Elsa Public Library, 711 N Hidalgo St. Elsa, TX. As always, consider this your official invitation. If you need directions please call the Elsa Public Library at 956-262-3061

[At our March meeting ...](#)

Edinburg Public Library, FESTIBA Presentation

BOARD MEETING

DATE: Thursday, April 21, 2011
SCHEDULE AND AGENDA DETAIL

TIME: 9:30 am-10:00 am Registration/Informal Discussion
10:00 am-11:15 am HCLS Board Meeting
11:30 am-12:00 am Hidalgo County Stats Presentation
12:00 am-1:00 pm Noon Presentation TBD

Agenda

10:00 am - 11:15 pm **HCLS Board Meeting**
Review of Minutes
Old Business

HCLS Interlocal
HCLS Funds Distribution Formula
TLC Committee update

New Business

Peñitas Public Library membership
TLA, Conference Review Austin
Legislative Updates
Adjournment

Schedule may vary depending on business.

**Hidalgo County Library System
Advisory Board Meeting
Date: April 21, 2011
Location: Elsa Public Library**

Directors (or Representatives) Present:

Victoria Gonzalez	Alamo	Christine Reynolds	McAllen
Bruce Kalter	Donna	Ma Elena Reyna	Mercedes
Letty Leija	Edinburg	Mayra Rocha	Mission
Blanca Garza	Elsa	Adolfo Garcia	Pharr
Edward Lopez	Hidalgo	Martin Mata	Weslaco
Susana Villegas	La Joya		

Board Members Present:

Christine Warren	Weslaco
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Others Present:

Elodia Rios	Donna	Adalia De Luna	Penitas
Elma Guerrero	Edinburg	Oralia Alaniz	San Juan
Jaime Cardoza	Edinburg	Kathleen Carrizal Frye	San Juan
John J. Donohue	McAllen	Eduardo M. Zepeda	Weslaco
Armida Mercado	Penitas		

Call to Order

Adolfo Garcia called the meeting to order at 10:30 am.

Review of Minutes

No minutes from previous meeting.

Old Business

HCLS Interlocals: Adolfo commented that all Interlocals had been submitted by all participating member libraries but we needed a vote on the funds distribution formula.

HCLS Funds Distribution Formula: Discussion followed whether formula should be based on population served or evenly distributed. Bruce moved that the HCLS funds be distributed evenly among member libraries. Eddie seconded. 10 Directors or Representatives voted in favor (Alamo, Pharr, Elsa, La Joya, Donna, Edinburg, Weslaco, Hidalgo, Mission, and Weslaco Board Member). 1 Director or Representative voted abstention (McAllen). Passed by majority. County Community Relations Committee formed to promote Hidalgo County Library Systems to County Commissioners. Members are Victoria, Bruce, Arnold, Eddie, and Letty. Will meet May 5th at 10 am at the Edinburg Library. Asked for all libraries to email them their State Library Report.

TLC Committee update: McAllen printing issue happened again, TLC working on issue. Discussion followed concerning items labeled Intransit, how lost ILLs are handled, renewal of books from other libraries, and the check-in of materials from other libraries. Consensus - owning library would invoice borrowing library and borrowing library would charge

patron for a lost ILL item. Christine (McAllen) brought up idea of an ILL users group meeting.

New Business

Penitas Public Library membership: Under provisional membership until they are accredited and become full members.

TLA, Conference Review Austin: Adolfo mentioned that Conference had good workshops and that Jamie Lee Curtis was there. Weslaco won \$20,000 in a sweepstakes worth of furniture, shelves, and graphic novels.

Legislative Updates: Adolfo mentioned that cuts have been set and first round of cuts was 70%.

Meeting was adjourned at 11:50 am.

Addendum

Information Exchange:

Alamo: Mentioned that it's been slow.

Edinburg: Received the Excellence in Libraries Award. Also mentioned that they celebrated National Library Week with folkloric dancers, Bohemia night, gaming night, and Tots & Tiaras. On May 5th they plan to have Mariachis for a pre-Mother's Day celebration. Now hosting GED classes. They have AM and PM classes being taught by two teachers.

Hidalgo: Getting ready for Summer Reading Program. Next HCLS meeting hosted at Hidalgo has been moved to the 26th of May and they hope to have their new 70 computers up by then.

La Joya: Held a raffle for St. Patrick's Day, a couple from an RV won. Getting ready for the Summer Reading Program. City celebrating CDBG April 30th from 10am-2pm.

Mercedes: Trying to add teenager activities. Working with Boys & Girls Club. School groups coming in. Getting ready to get equipment with erate.

Mission: Hosting Pictures with the Easter Bunny and Egg Hunt tonight at 6:30pm and next Thursday a magic show. Last week applied for two grants. Walmart grant for \$1000 would be for the Summer Reading Program and the Target grant for \$2000 would be to purchase books and crafts for our Little Tykes toddler program.

Penitas: They had around 125 people attend their book signing for Rene Saldana Jr. Sold \$1 raffle tickets and raised around \$250. Their theme for the Summer Reading Program is Under the Sea. Future plans include remodeling the inside of the library and redoing the roof. Mentioned that Movie Night at the Park would be starting up soon.

Pharr: Mentioned that 900 children went from the PSJA Migrant Council and received a free book thanks to the South Texas Literacy Coalition. Also preparing for the Summer Reading Program. Mentioned that TLC has a module that combines databases into one search.

San Juan: Construction going great. Supposed to be ready in July, moving in possibly in August.

Weslaco: Holding a book release celebration on April 30th at 2pm for their Mayor Joe Sanchez on his 2nd book release. Getting ready for Summer Reading Program. Received 700 graphic novels from their sweepstakes win at TLA. Did a proclamation for National Library Week.

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: *Rudy Villarreal*
Printed name: Rudy Villarreal
Title: Mayer

ATTEST:

Margot Saenz
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.

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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.

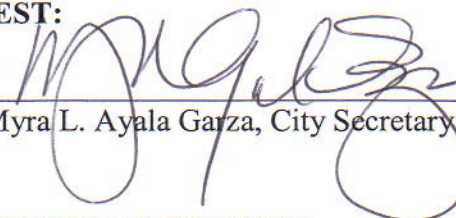
By: _____

Date: _____

CITY OF EDINBURG, TEXAS

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

ATTEST:

By: 
Myra L. Ayala Garza, City Secretary



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

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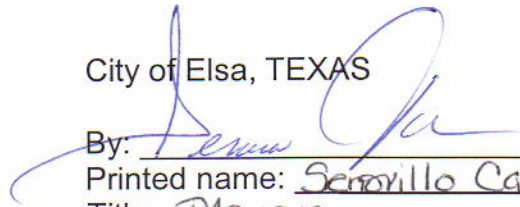
COUNTY OF HIDALGO, TEXAS

ATTEST:

By: _____

Arturo Guajardo, Jr., County Clerk

City of Elsa, TEXAS

By: 
Printed name: Senorillo 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:

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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~~, 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:

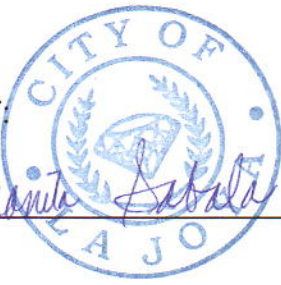
By: _____

Arturo Guajardo, Jr., County Clerk

City of La Joya , TEXAS

By: *Mike Alariz*
Printed name: Mike Alariz
Title: City Adm.

ATTEST:

Julianita Sabala


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

ATTEST:

Annette Villarreal
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
Kevin Pagan, City Attorney

Date 3/17/11

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 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:

Arcelia L. 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 Galinas

Title: Mayor

ATTEST:


Anna Carrillo, 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 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: *Leo "Polo" Valacios, Jr.*
Printed name: LEO "Polo" Valacios, Jr.
Title: _____



ATTEST:

Shirley Pullen

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: Juan J. Rodriguez

Printed name: Juan J. Rodriguez

Title: City Manager

ATTEST:

Humberto "Bobby" Rodriguez
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.

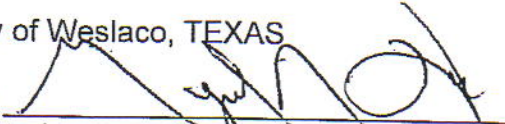
COUNTY OF HIDALGO, TEXAS


ATTEST:

By: _____

Arturo Guajardo, Jr., County Clerk

City of Weslaco, TEXAS

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

ATTEST:


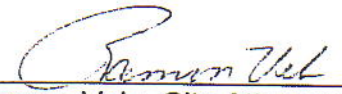
Elizabeth M. Walker, City Secretary

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-26646

6.C.

Budget Office - Approval to create one (1) full-time Assistant Budget Officer position, slot #0030, grade 19.

CC REGULAR

Date: 05/17/2011
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Category: Comm. Court Executive Office

Information

CAPTION

1. Approval to create the following full-time position:

Slot No.	Position Title	Salary
0030	Assistant Budget Officer (Non-classified)	\$77,000.00

2. Approval to waive Job Posting procedures to fill Assistant Budget Officer position, slot no. 0030.
3. Approval of interdepartmental transfer.
4. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-415-00-115-002-0-899
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Funds for pro-rated salary and related fringe benefits for one (1) full-time Assistant Budget Officer position, available from Co. Wide Adm. - Contingency Acct., pending approval of interdepartmental transfer.

Attachments

- Link: [interdept. transfer](#)
Link: [pars](#)
Link: [Job Description](#)
Link: [Fiscal Note](#)
Link: [revised salary schedule](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	05/12/2011 05:06 PM	APRV
2	Budget & Management		05/12/2011 05:18 PM	NEW

Form Started By: Sylvia Solis

Started On: 05/12/2011 03:29
PM

Final Approval Date: 05/12/2011

DATE: May 12, 2011

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

2011
Transfer



DEPARTMENT NAME: Dept. of Budget & Mgmt

ACCOUNT NUMBER: 1-1100-415-XX-115-00X-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM				
1-1100-415-00-115-002-0-	899	CO WIDE ADM -	CONTINGENCY	(59,478.08)
TO				
1-1100-415-14-115-001-0-	113	BUDGET & MGMT -	REG F/T EMPLOYEES	\$48,569.23
1-1100-415-14-115-001-0-	211	BUDGET & MGMT -	HEALTH INSURANCE	\$2,270.77
1-1100-415-14-115-001-0-	212	BUDGET & MGMT -	LIFE INSURANCE	\$17.03
1-1100-415-14-115-001-0-	220	BUDGET & MGMT -	FICA	\$3,715.55
1-1100-415-14-115-001-0-	230	BUDGET & MGMT -	RETIREMENT	\$4,662.65
1-1100-415-14-115-001-0-	250	BUDGET & MGMT -	UNEMPLOYMENT COMP	242.85
TOTAL BUDGET INCREASE (DECREASE)				0.00

REASON:

Interdepartmental transfer to fund the prorated salary and related fringe benefits in relation to the creation of one (1) Assistant Budget Officer, slot no. 0030, budgeted salary \$77,000.00.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: BUDGET & MANAGEMENT (115-001)

DATE: 05/11/2011

CURRENT POSITION TITLE: N/A

CURRENT SLOT. #: 0030

REQUESTED POSITION TITLE: ASSISTANT BUDGET OFFICER

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 \$ 77,000.00 \$ 77,000.00
Current Budgeted Salary Proposed Budgeted Salary Net Change

Position to be funded from one of the following:

Current Department Budget Annual Budget Cycle Will Require Additional Funds

Other CO. WIDE ADM. - CONTINGENCY

POSITION Type:

Full Time Employee Object 113 Part Time Employee Object 114 _____

Enter hourly rate for temp. positions

Full Time Temporary Object 121 Part Time Temporary Object 122 \$ _____
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:				
Exempt	<input type="checkbox"/>	FLSA:	Exempt	<input checked="" type="checkbox"/>
Non-Exempt	<input checked="" type="checkbox"/>	Non-Exempt		<input type="checkbox"/>
N/A	<input type="checkbox"/>			

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

Restructuring to the Department of Budget and Management due to the appointment of a new Budget Officer.

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




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

The Assistant Budget Officer performs supervisory and specialized administrative work overseeing operational aspects of the county budgetary system. This position performs complex professional level tasks related to budgeting and budget control and assists with the design and maintenance of the budgeting program.

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	5/10/2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
2.	 HUMAN RESOURCES DIRECTOR	5/13/2011 DATE	PERSONNEL PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
3.	 DEPARTMENT OF BUDGET & MANAGEMENT	5/10/2011 DATE	BUDGET PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

new

ASSISTANT BUDGET OFFICER

GENERAL DESCRIPTION

Performs supervisory and specialized administrative work overseeing operational aspects of the county budgetary system. This position performs complex professional level tasks related to budgeting and budget control and assists with the design and maintenance of the budgeting program. This position assists in providing expert advice, guidance, and recommendations on all aspects of the Hidalgo County Budget to Commissioners Court, department heads, elected officials and staff. Work also includes supervising activities of the Budget Office Staff.

ESSENTIAL DUTIES

Receives and analyzes annual budget requests from county departments; assists in preparing initial budget proposal for submission to Commissioners Court; amends budget as directed by Commissioners Court, assists department heads in adjusting fiscal planning accordingly.

Attends budget hearings prior to budget adoption to receive and respond to inquiries, as appropriate; assists with preparing legal notices for budget and tax rate requirements in accordance with state and local procedures.

Supervises payroll budget proposals, procedures, and payroll expenditures during budget year.

Monitors County departments' expenditures, ensuring compliance with established policies and procedures, and adherence to budget limitations; reviews availability of funds for requested purchases, and evaluates requests for interdepartmental fund transfers and budget amendments, preparing reports detailing impact on budget and recommendations.

Attends meetings of Commissioners Court in absence of Budget Officer, providing advice and guidance on budget-related issues as requested or otherwise deemed necessary; responds to inquiries from media representatives based on thorough knowledge of budget and budget preparations.

Assists and advises department heads on general fiscal and budgetary matters throughout year, as requested.

Assists with directing the work activities of assigned staff to include the compilation, review, examination, and interpretation of financial data; the recommendations for the future; and the implementation of new ideas and financial strategies also ensuring adherence to established policies and procedures.

Utilizes expertise in financial and budgetary areas to conduct analytical studies of various topics pertaining to County revenues and expenditures, in accordance with outlined goals and objectives; prepares and presents oral or written reports on findings and recommendations for improvements, as appropriate.

Reviews and analyzes assigned departmental grant applications, grant awards, and law enforcement contracts to ascertain the impact to the budget prior to submitting requests to Commissioners Court.

Administers routine personnel matters affecting subordinates, including interviewing applicants, hiring, promoting, disciplining, terminating, etc., preparing and submitting various reports and records as required by County management; approves employee time sheets, and grants compensatory, sick or vacation leave.

Performs other related duties as required.

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Five (5) years of experience in budget preparation and analysis, in financial management, and in performance measurement reporting work; Graduation from an accredited four-year college or university with major course work in accounting, finance, business or public administration, or a related field is required.

Knowledge, Skills, and Abilities

Requires the ability to read a variety correspondence, budget summaries, audits, budget work sheets, financial statements, journals, purchase orders and related departmental records and reports.

Requires the ability to prepare financial statements, budget ordinances, budgets, revenue and expense reports, and various related financial reports and information, using prescribed format and conforming to all rules of punctuation, grammar, diction and style.

Requires the ability to utilize mathematical formulas; to add and subtract totals; to multiply and divide; to determine percentages and decimals; to understand and apply the theories of algebra and statistical inference.

Requires thorough knowledge of public finance administration and the budget process.

Requires thorough knowledge of federal, state and local laws and policies concerning County budget and fiscal operations.

Requires considerable knowledge of accounting concepts, principles and practices as applied to local government.

Requires considerable knowledge of the operations of County government including taxation and other sources of revenue.

Requires skill in statistical analysis. Is able to use common office machines, including popular computer-driven word processing, spreadsheet and file maintenance programs.

Requires the ability to analyze and interpret fiscal and accounting records and complete financial statements and reports from such records.

Requires the ability to manage or administer grant funds.

Requires the use computers for word processing and/or accounting purposes.

Requires the ability to make recommendations that impact the budget.

Requires the ability to determine allocation of budget among departments.

Requires the ability to use small office equipment, including copy machines or multi-line telephone systems.

Requires the ability to use computers for data entry.

Certificates, Licenses, Registrations

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

Must have liability insurance.

PHYSICAL DEMANDS:

Must be physically able to operate a variety of automated office machines. Must be able to exert a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects. Requires the ability to lift more than 20 pounds. Sedentary work involves sitting most of the time, but may involve walking or standing for periods of time. Must have minimal levels of eye, hand, and foot coordination. Position requires the ability to see, hear, and speak. Color and depth perception are required for this position.

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, May 17, 2011

Agenda Item: 26646

Summary of request/proposal:

DEPARTMENT OF BUDGET AND MANAGEMENT (1100):

Approval to create one (1) full-time Assistant Budget Officer position, slot no. 0030,

Fund	Position	Slot#	Obj	Current Budgeted		Total Requested
				Salary	Adjustment Requested	
1100	ASSISTANT BUDGET OFFICER	0030	113	0.00	77,000.00	77,000.00
				0.00	77,000.00	77,000.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME	AMOUNT
1-1100-415-14-115-001-0-	113	BUDGET & MGMT - REG F/T EMPLOYEES	\$48,569.23
1-1100-415-14-115-001-0-	211	BUDGET & MGMT - HEALTH INSURANCE	\$2,270.77
1-1100-415-14-115-001-0-	212	BUDGET & MGMT - LIFE INSURANCE	\$17.03
1-1100-415-14-115-001-0-	220	BUDGET & MGMT - FICA	\$3,715.55
1-1100-415-14-115-001-0-	230	BUDGET & MGMT - RETIREMENT	\$4,662.65
1-1100-415-14-115-001-0-	250	BUDGET & MGMT - UNEMPLOYMENT COMP	\$242.85
1-1100-415-14-115-001-0-	260	BUDGET & MGMT - WORKER'S COMP	\$0.00
2011 Budgetary Impact			\$59,478.08

2012 Budgetary Impact: \$94,294.50

Possible Funding Sources: CO. WIDE ADM. - CONTINGENCY

Budget Office Recommendation:

**HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE**

1-1100-415-14-115-001-0

AI - 26646

BUDGET & MANAGEMENT

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	112	BUDGET OFFICER	0	0	0.00	91,728.00	91,728.00	480.00	0.00	0.00	0.00	0.00	92,208.00
0002	113	DIRECTOR BDGT MNGT DIVISION	18	1	68,687.00	68,687.00	68,687.00	780.00	0.00	0.00	0.00	0.00	69,467.00
0003	113	DIRECTOR STRTGC PLNNG DVSN	18	1	68,687.00	68,687.00	68,687.00	360.00	0.00	0.00	0.00	0.00	69,047.00
0004	113	SENIOR BUDGET ANALYST	15	1	54,526.00	54,600.00	54,600.00	300.00	0.00	0.00	0.00	0.00	54,900.00
0005	113	SENIOR PLANNING ANALYST	15	1	54,526.00	54,526.00	54,600.00	420.00	0.00	0.00	0.00	0.00	55,020.00
0006	113	PLANNING ANALYST II	12	2	44,799.00	44,799.00	44,799.00	0.00	0.00	0.00	0.00	0.00	44,799.00
0007	113	BUDGET ANALYST II	12	2	44,799.00	44,799.00	44,799.00	300.00	0.00	0.00	0.00	0.00	45,099.00
0009	113	BUDGET ANALYST I	10	4	41,006.00	41,006.00	41,006.00	0.00	0.00	0.00	0.00	0.00	41,006.00
0011	113	BUDGET ANALYST I	10	4	41,006.00	41,006.00	41,006.00	0.00	0.00	0.00	0.00	0.00	41,006.00
0012	113	COMM COURT AGENDA COORD	10	3	39,707.00	39,707.00	39,707.00	540.00	0.00	0.00	0.00	0.00	40,247.00
0014	113	BUDGET CLERK II	8	2	32,929.00	32,929.00	32,929.00	300.00	0.00	0.00	0.00	0.00	33,229.00
0015	113	BUDGET CLERK I	6	4	30,141.00	30,141.00	30,600.00	480.00	0.00	0.00	0.00	0.00	31,080.00
0020	113	BUDGET CLERK II	8	2	32,929.00	32,929.00	32,929.00	300.00	0.00	0.00	0.00	0.00	33,229.00
0021	113	BUDGET ANALYST I	10	4	41,006.00	41,006.00	41,006.00	0.00	0.00	0.00	0.00	0.00	41,006.00
0022	113	PLANNING ANALYST I	10	4	41,006.00	41,006.00	41,006.00	0.00	0.00	0.00	0.00	0.00	41,006.00
0023	113	PLANNING ANALYST I	10	4	41,006.00	41,006.00	41,006.00	0.00	0.00	0.00	0.00	0.00	41,006.00
0024	113	BUDGET ANLAYST III	14	1	50,487.00	50,487.00	50,487.00	360.00	0.00	0.00	0.00	0.00	50,847.00
0025	113	PLANNING ANALYST III	14	1	50,487.00	50,487.00	50,487.00	480.00	0.00	0.00	0.00	0.00	50,967.00
0026	113	BUDGET CLERK I	6	3	29,186.00	29,186.00	29,615.00	420.00	0.00	0.00	0.00	0.00	30,035.00
0029	113	BUDGET ANALYST I	10	1	37,109.00	37,109.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		CREATE THE FOLLOWING: ↓											
0030	113	ASSISTANT BUDGET OFFICER	N/A	N/A	77,000.00	77,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
					921,029.00	1,012,831.00	899,684.00	5,520.00	0.00	0.00	0.00	26,646.00	905,204.00

**Approval to create one (1) full-time Assistant Budget Officer position, slot no. 0030, salary \$77,000.00.
Personnel actions pending CC approval.**

AI-26596

6.D.

**Damacio S. Contreras Settlement Check
CC REGULAR**

Date: 05/17/2011
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Valde Guerra
Department: SAFETY DIVISION
Agenda Category: Comm. Court Executive Office

Information

CAPTION

Approval to accept a settlement check from Damacio S. Contreras in the amount of \$145.00 to settle property damage to a county vehicle. (Const P2)

BACKGROUND

DOL: 04/18/11 Acct.# 1-1100-360-00-000-005-0-000

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
No fiscal impact.

Attachments

Link: [Const P2](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/11/2011 09:50 AM	APRV
2	Erika Zamora	Erika Zamora	05/12/2011 11:04 AM	APRV
3	Auditor's Office		05/12/2011 05:18 PM	NEW

Form Started By: Aida Alvarez
Started On: 05/11/2011 09:22 AM
Final Approval Date: 05/12/2011

AI-26591

6.E.

**Montalvo Insurance policy for volunteers- County Wide Insurance (1100)
CC REGULAR**

Date: 05/17/2011
Submitted By: Dale Kennan, BUDGET & MANAGEMENT
Submitted For: County Wide Insurance (1100)
Department: BUDGET & MANAGEMENT

Agenda Category: Comm. Court Executive Office
Sub-category: Co. Wide

Information

CAPTION

County Wide Insurance (1100):

1. Approval to accept renewal of accidental coverage insurance for volunteers from Montalvo Insurance Agency - Coverage period: 6/5/11 to 6/5/12 and authorize Executive Officer to sign documents
2. Approval of payment of Invoice dated 5/10/11 from Montalvo Insurance Agency in the amount of \$788.00 for accidental coverage insurance for volunteers with authority for County Treasurer to issue check after review and processing procedures are completed by the County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 1-1100-419-00-125-009-0-52X
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Transfer from 521 and 523 in the amounts of \$712.24 & \$42.42 (respectively) into 524 which when added to the current available balance of \$33.34 will provided the required \$788.00 to pay the pending invoice from Montalvo Insurance Company. Funds available for transfer as of 5/11/11.

REF: CC 05/17/11 consent AI 26643

Attachments

Link: [Montalvo Accident Insurance Invoice](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/11/2011 09:46 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	05/12/2011 12:56 PM	APRV
3	Auditor's Office		05/12/2011 05:18 PM	NEW
Form Started By: Dale Kennan			Started On: 05/11/2011 09:10 AM	

**Underwritten By: National Union Fire Insurance Company of Pittsburgh, Pa.
ADDENDUM**

Name of Participating Organization:		Hidalgo County	
100 E. Cano	Edinburg	TX	78539
<small>Address</small>	<small>City</small>	<small>State</small>	<small>Zip Code</small>

Classification of Eligible Persons: Any enrolled member of the participating organization, including coaches, trainers, managers, and group leaders is eligible.

PLAN: <input type="checkbox"/> PRIMARY EXCESS OVER \$ _____ <input type="checkbox"/> FULL EXCESS <input checked="" type="checkbox"/> PRIMARY	
Accident Medical Expense:	Accidental Death Benefit: \$5,000
Maximum Benefit Amount (per injury): \$10,000	Accidental Dismemberment Benefit:
Deductible Amount (per injury): \$500.00	Principal Sum: \$10,000
Benefit Period: 1 Years	

(This space for Administrative Use Only)	Effective Date: <u>6/5/11</u>	Reference Number: _____
	Termination Date: <u>6/5/12</u>	Policy Number: _____

Domestic Only (International activities are not covered unless specifically listed and applicable premium charged.)
Please Note: Coverage is not extended to include bungee jumping, rock climbing, or cliff diving. Coverage may be extended to include out of country mission/international trips, ski trips, and skateboarding events for an additional premium.

Activity	Age Group	Number of Members	Group Premium
Volunteers (Mainly Clerks, Aides, etc)	16 - 70	50	\$3.50/person

Note: The total premium must be submitted with this Addendum Total Premium: \$ 788.00 MP

SPECIAL NOTES: SUBJECT TO A \$788.00 MINIMUM PREMIUM.

C11710 DBG Participating Organization Endorsement
 C11716DBG Subrogation and Right of Recovery Endorsement
 S30433DBG Payment of Claims Amendatory Endorsement
 S30549DBG Accident Medical Expense Benefit Rider

HIDALGO COUNTY
 BUDGET OFFICE
 JUN 10 PM 1 41

We hereby request from the Company, a Blanket Accident Insurance Policy. We understand that insurance will be in force as of the effective date indicated above, if this Addendum is accepted by the Company and the required premium is received by the Company when due. We acknowledge that we have read, understood, and agreed to the terms and conditions of coverage as detailed in this document.

Official's Name:	Valde Guerra <small>(please print)</small>	Title:	Executive Director	Telephone:	956-292-7025
Signature:	Date of Request:				
The Maksin Group Two Aquarium Drive, Suite 200 Camden, NJ 08103 (800) 375-6826 Fax: (856) 858-1121 <u>www.maksin.com</u>	Agency Name:	Montalvo Insurance Agency			
	Tax I.D. or SSN:	74-2143288			
	Address	208 S. Texas Blvd.		Telephone: 956-968-5521	
	City:	Weslaco	State:	TX	Zip Code: 78596
	Signature (Licensed Agent):				
Print Name:	Ramon Montalvo, III				
E-mail:	ramon@montalvoinsurance.com				

Agent Commission _____ New _____ Renewal RO _____ RO/SUB _____ SALES REP _____

AI-26620

7.A.

**Hidalgo County Thoroughfare Plan
CC REGULAR**

Date: 05/17/2011
Submitted By: Erika Reyna, COUNTY JUDGE
Department: COUNTY JUDGE
Agenda Category: County Judge's Office

Information

CAPTION

Discussion, consideration, and approval of the Hidalgo County Thoroughfare Plan as approved by the Hidalgo County Metropolitan Planning Organization (HCMPO) Technical Advisory Committee (TAC).

BACKGROUND

Fiscal Impact

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

Approval of Plan Only. No Funding required.

Attachments

Link: [Letter from MPO](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/11/2011 04:23 PM	APRV
2	Roland Garcia	Rolando Garcia	05/12/2011 10:02 AM	APRV
3	Auditor's Office		05/12/2011 05:18 PM	NEW

Form Started By: Erika Reyna
Started On: 05/11/2011 02:49 PM
Final Approval Date: 05/12/2011



Hidalgo County Metropolitan Planning Organization

510 South Pleasantview Drive, Weslaco, TX. 78596

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

Planning Partners:

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

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

April 20, 2011

Honorable Ramon Garcia, Hidalgo County Judge
1615 S Closner, Suite J
Edinburg, TX 78539

Subject: Approval of Hidalgo County Thoroughfare Plan


Dear Honorable Judge Garica,

The Hidalgo County Thoroughfare Plan is ready for approval by the Hidalgo County Commissioners Court. The Hidalgo County Metropolitan Planning Organization (MPO) has completed a process of accepting thoroughfare plan updates from each member incorporated cities in Hidalgo County and the four Hidalgo County Precincts. The Transportation Policy Committee set a deadline of March 31, 2011 for submitting updates. As a result the Technical Advisory Committee met on April 13, 2011 and approved for the MPO to proceed with requesting the approval of the Hidalgo County Commissioners Court. Upon approval by Hidalgo County Commissioners Court the Plan will be presented to the MPO Transportation Policy Committee for their approval.

Commencing this year the MPO will begin accepting changes to the Hidalgo County Thoroughfare Plan annually. Every September the MPO will meet with all the member governmental entities to request updates. If changes are required the approval of the Hidalgo County Commissioners Court will be requested in November of that year.

If I can be of any assistance to you please do not hesitate to contact me at your leisure.

Sincerely,



Andrew Cannon
Transportation Director
HCMPO

cc: The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable Joel Quintanilla, Commissioner Hidalgo Co, Pct. #1
The Honorable Hector Palacios, Commissioner Hidalgo Co, Pct. #2
The Honorable Joe Flores, Commissioner Hidalgo Co, Pct. #3
The Honorable Joseph Palacios, Commissioner Hidalgo Co, Pct. #4

attach

RECEIVED

APR 26 2011

COUNTY JUDGE

AI-26639

7.B.

Discussion and Possible Action for Policy of Multi-Family Development within single-family lots.

CC REGULAR

Date: 05/17/2011
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Submitted For: Erika Reyna, County Judge's
Department: EXECUTIVE OFFICE
Agenda Category: County Judge's Office

Information

CAPTION

Discussion and Possible Action for Policy of Multi-Family Development within single-family lots

BACKGROUND

Fiscal Impact

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

No Fiscal Impact. Seeking Discussion and direction from the CC on developing a policy.

Attachments

Link: [Memo](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/12/2011 11:11 AM	APRV
2	Roland Garcia	Rolando Garcia	05/12/2011 11:32 AM	APRV
3	Auditor's Office		05/12/2011 05:18 PM	NEW
Form Started By: Monica Badillo			Started On: 05/12/2011 10:46 AM	
Final Approval Date: 05/12/2011				



PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Sestin, P.E., CFM
PLANNING ADMINISTRATOR

MEMORANDUM

To: Hidalgo County Commissioners' Court

From: Raul E. Sestin, P.E., C.F.M., Planning Administrator *RS 5-11-11*

Date: May 11, 2011

Via: Court Agenda

Re: Policy of Multi-Family Developments Within Single Family Lots

C: Erika Reyna, Economic Development Planner

We have received a complaint from a developer regarding our current "policy" of allowing multi-family developments within restricted single-family lots with proper planning i.e. (off-street parking plan, ossf plan, and fire marshal approval).

We also have correspondences from both the Attorney General's Office and the Texas Water Development Board that refer to Chapter 364, Model Subdivision Rules, Section 364.37 which states "proposals which include multi-family residential shall include adequate, detailed planning materials as required for determination of proper water and wastewater utility type and design.

I am asking the Court to consider which direction it would like to go with regard to these two differing opinions. We have no objection to either determination, but would like to obtain a final decision from the Court.

You may contact me at (956) 318-2840 with any questions regarding this matter.

Thank You.

*** END OF MEMORANDUM ***

system is in compliance with the Texas Health and Safety Code, Chapter 366 and rules in 30 TAC Chapter 285, and in particular ' '285.4, 285.5 and 285.30 - 285.39. In addition to the unsatisfactory on-site disposal systems listed in 30 TAC ' 285.3(i), pit privies and portable toilets are not acceptable waste disposal systems for lots platted under these rules.

Adopted effective 2/10/00

Amended effective February 10, 2004

' 364.34. Greywater Systems for Reuse of Treated Wastewater.

- (a) Organized or municipal sewerage systems. Any proposal for sewage collection, treatment and disposal which includes greywater reuse shall meet minimum criteria of 30 TAC Chapter 210 promulgated and administered by the commission.
- (b) On-site sewerage facilities. Any proposal for on-site sewage disposal which includes provisions for greywater use shall meet the minimum criteria of 30 TAC Chapter 285.

Adopted effective 2/10/00

Amended effective February 10, 2004

' 364.35. Sludge Disposal. The disposal of sludge from water treatment and sewerage facilities shall meet the criteria of 30 TAC Chapter 312 and Chapter 317.

Adopted effective 2/10/00

' 364.36. Setbacks. In areas that lack a nationally recognized fire code as listed in Local Government Code, ' 233.062(c) and lack water lines sized for fire protection, setbacks from roads and right-of-ways shall be a minimum of 10 feet, setbacks from adjacent property lines shall be a minimum of five feet, and shall not conflict with separation or setback distances required by rules governing public utilities, on-site sewerage facilities, or drinking water supplies. Setback lines required elsewhere in the orders or rules of the county shall control to the extent greater setbacks are therein required.

Adopted effective 2/10/00

Amended effective February 10, 2004

' 364.37. Number of Dwellings Per Lot. No more than one single family detached dwelling shall be located on each lot. A notation of this restriction shall be placed on the face of the final plat. This restriction shall be placed in all deeds and contracts for deeds for real estate sold within the subdivision. Proposals which include multi-family residential shall include adequate, detailed planning materials as required for determination of proper water and wastewater utility type and design.

Adopted effective 2/10/00

AI-26642

7.C.

**Recognition of bus driver - recent bus accident
CC REGULAR**

Date: 05/17/2011
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE
Agenda Category: County Judge's Office

Information

CAPTION

Recognition of Jose Juan Garcia, Bus Driver, Del Valle Grand Turismo, for his heroic efforts and swift response to protect the lives and safety of 43 schoolchildren and 8 adults from Hidalgo County involved in a recent bus accident

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/12/2011 11:12 AM	APRV
2	Roland Garcia	Rolando Garcia	05/12/2011 11:23 AM	APRV
3	Auditor's Office	Arcilia Duran	05/12/2011 11:25 AM	APRV
4	Purchasing Department	Marty Salazar	05/12/2011 11:32 AM	APRV
Form Started By: Monica Badillo			Started On: 05/12/2011 11:04 AM	
Final Approval Date: 05/12/2011				

AI-26575

8.A.

**D.A. - Revised Local Prosecuting Agreement Contract between DA & TX Health & Human Services
CC REGULAR**

Date: 05/17/2011
Submitted By: Roy Cazares, DISTRICT ATTORNEY
Submitted For: Roy Cazares
Department: DISTRICT ATTORNEY
Agenda Category: District Attorney

Information

CAPTION

1. Approval of Revised Local Prosecuting Agreement Contract between the Hidalgo County District Attorney's Office and the Texas Health and Human Services Commission.
2. Approval for County Judge Ramon Garcia to sign contract.

BACKGROUND

The purpose of the Local Prsecuting Authority Agreement is to establish the terms and conditions for the purpose of assisting to defray the costs of prosecutions, as authorized by Texas Government Code section 41.044(b) in the course of the referral of cases from Health & Human Services Commission - Office of Inspector General to the Local Prosecuting Authority.

Original contract was previously approved by Commissioners' Court on 02/01/2011.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-334-00-080-000-0-000
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No Budgetary Impact for Expenditures, revenues only.

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

AFDC/FOOD STAMP PROSECUTION Revenue Acct #: 1-1100-334-00-080-000-0-000

Attachments

Link: TDHSCONTRACT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/10/2011 02:32 PM	APRV
2	Sylvia Solis	Sylvia Solis	05/12/2011 08:47 AM	APRV

3 Auditor's Office

05/12/2011 05:18 PM NEW

Form Started By: Roy Cazares

Started On: 05/10/2011 10:53
AM

Final Approval Date: 05/12/2011



TEXAS HEALTH AND HUMAN SERVICES COMMISSION

THOMAS M. SUEHS
EXECUTIVE COMMISSIONER

April 8, 2011

Rene Guerra
Hidalgo County District Attorney
100 N. Clossner, Room 303
Edinburg, TX 78539

Subject: Action Required – Revised Local Prosecuting Agreement Contract

Dear Rene Guerra,

The Texas Health and Human Services Commission (HHSC) Office of Inspector General (OIG) has received final approval for the revised contract entitled **Health & Human Services Commission Office of Inspector General Agreement with Local Prosecuting Authority**. This contract replaces the agreement that was cancelled by the HHSC-OIG on January 11, 2011.

Our goal is to have this contract in place by June 30, 2011. In order to assist you in meeting this goal, we are providing you a return envelop for mailing.

Please review the enclosed documents and follow these instructions:

- 1) Complete and sign **both** Vendor Information Forms;
- 2) Review and sign **both** original contracts; and
- 3) Obtain approval and signature from your County Judge or Commissioner's Court.

All documents must be legible, complete, and signed using blue ink to avoid processing delays.

Please contact me if you have any questions. Thank you in advance for responding to this request and returning the signed documents in a timely manner.

Respectfully,

A handwritten signature in cursive script, appearing to read "Leslie Kruse".

Leslie Kruse
Business Operations Contract Manager
Office of Inspector General
11101 Metric Blvd., Building I
Austin, Texas 78758
512-491-2874
Leslie.kruse@hhsc.state.tx.us

Enclosures:

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

Texas Health and Human Services Commission Vendor Information Form (VIF)

Instructions: This form must be completed and submitted with each new contract, amendment, renewal, and/or extension.
(Please type or print information.)

SECTION 1: Contractor's General Information

Legal Contractor's Name:	Hidalgo County District Attorney		
Legal Doing Business As (DBA) Name:			
Physical Address:	100 N Closner Blvd, Room 303, Edinburg, TX 78539		
Remit To (Payment) Address:	100 N Closner Blvd, Room 303, Edinburg, TX 78539		
Enter one of the following:	<input type="checkbox"/> Texas Identification Number (TIN): <input checked="" type="checkbox"/> Federal Employer Identification Number (FEIN): 74-6000717 <input type="checkbox"/> Social Security Number (SSN):		
Select the Legal Status:	<input type="checkbox"/> For-profit Entity <input type="checkbox"/> Non-profit Entity		
Select the Business Structure:	<input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Partnership* <input type="checkbox"/> Limited (Liability) Company <input type="checkbox"/> Limited (Liability) Partnership <input type="checkbox"/> Sole Proprietorship <input checked="" type="checkbox"/> Governmental Entity (must specify): Local Government <input type="checkbox"/> Other (must specify):		
	* If Partnership, must provide SSN or TIN for minimum of two partners		
	Partner Name:	TIN or SSN:	
	Partner Name:	TIN or SSN:	
If applicable, enter appropriate information:	State of Incorporation:	Texas Charter Number:	Name of Parent Entity:

SECTION 2: Contractor's Contact Information

Person Who Will Sign the Contract	Point of Contact for Contract
Name: Rene Guerra	Name: Rene Guerra
Title: District Attorney	Title: District Attorney
Mailing Address: 100 N Closner Blvd, Rm 303, Edbg, TX	Mailing Address: 100 N Closner Blvd, Rm 303, Edbg, TX 78539
Telephone: 956-318-2300	Telephone: 956-318-2300
Fax: 956-318-2078	Fax: 956-318-2078
E-mail: rene.guerra@da.co.hidalgo.tx.us	E-mail: roy.cazares@da.co.hidalgo.tx.us

SECTION 3: Contractor's Authorized Signature (or HHSC Contract Manager)

Printed Name	Signature	Date	Phone Number
Rene Guerra			956-318-2300

SECTION 4: Administrative Services Development (ASD) Office Use Only

Contractor to Receive Payment: <input type="checkbox"/> No <input type="checkbox"/> Yes
Contract Number:

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

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

GENERAL CONDITIONS:

1. **Parties.** The Texas Health and Human Services Commission - Office of Inspector General ("HHSC-OIG"), and Hidalgo County District Attorney, ("the Local Prosecuting Authority"), and Hidalgo County ("the County"), hereinafter referred to as "the parties", do hereby make and enter into this agreement ("Agreement"). This Agreement constitutes the entire agreement between the parties. The parties agree that, for the purposes of this Agreement, all references to "Health and Human Services Commission" or "HHSC" mean the administrative agency within the executive department of Texas state government established under Chapter 531, Texas Government Code or its designee. All references to "Health and Human Services Commission – Office of Inspector General," "HHSC-OIG," or "OIG" mean the Office within HHSC as established in section 531.008(c) and described in 531.101, *et seq*, Texas Government Code.
2. **Authority to enter Agreement.** This Agreement is entered into as authorized under Texas Government Code § 531.039 and Texas Government Code § 41.004. HHSC-OIG is acting pursuant to a duly authorized delegation of contracting authority.
3. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Unless otherwise mutually agreed in writing, venue for suit against HHSC-OIG will be in state District Court, Travis County, Texas.
4. **Term.** The term of this Agreement becomes effective upon signatures of both parties, and continues until and unless revoked by the parties.
5. **Purpose.** The purpose of the Local Prosecuting Authority Agreement is to establish the terms and conditions for the purpose of assisting to defray the costs of prosecutions, as authorized by Texas Government Code section 41.004(b) in the course of the referral of cases from HHSC-OIG to the Local Prosecuting Authority.

CONTRACTED COMPONENTS OF SERVICES:

6. **HHSC-OIG Responsibilities.**
 - A) OIG shall investigate allegations of fraud, waste, and abuse in the following programs: Temporary Assistance to Needy Families (TANF), Food Stamps (FS), Supplemental Nutrition Assistance Program (SNAP), Medicaid, Women, Infants, and Children (WIC), and Children's Health Insurance Program (CHIP).
 - B) If OIG discovers criminal conduct may have been committed, OIG shall complete and submit written reports and relevant evidence to the Local Prosecuting Authority to facilitate its prosecutorial decision.
 - C) OIG shall provide the necessary records and staff as resources to the Local Prosecuting Authority at such time cases are prosecuted.
 - D) As provided for in 1 TAC 357.661, HHSC shall pay the County and the Local Prosecuting Attorney in which the Local Prosecuting Authority has jurisdiction, the following amounts in accordance with this Agreement:
 - 1) \$280 for each case in which a Defendant is sentenced following an uncontested plea in a court of appropriate jurisdiction.

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

7. Local Prosecuting Authority Responsibilities.

- A) The Local Prosecuting Authority shall review and evaluate cases referred by OIG for appropriate judicial action.
- B) The Local Prosecuting Authority shall prepare complaints, information or indictments in cases it accepts for prosecution.
- C) If community supervision is to be granted in a case, the Local Prosecuting Authority shall (to the extent it finds them to be appropriate in its sole legal and policy judgment) recommend the following actions be taken in addition to any other conditions of community supervision:
 - 1) The individual be disqualified from participation in the TANF, and SNAP program as provided in Section 6(b) of the Federal Food Stamp Act of 1977 and from participation in the WIC program as provided in Title 7 Code of Federal Regulations 246.9 and 246.12(u).
 - 2) The individual be ordered to make restitution to the Texas Health and Human Services Commission, Office of the Inspector General for the amount of benefits unlawfully obtained.
 - 3) Take appropriate action against individuals who fail to comply with court ordered restitution upon notification from the Department.
- D) The Local Prosecuting Authority shall make available at reasonable times and for reasonable periods, books, records, and supporting documents kept current by the Local Prosecuting Authority pertaining to this Agreement, for purposes of inspecting, monitoring, auditing, or evaluating by HHSC-OIG, its representatives, the U.S. Department of Agriculture, or the U.S. Department of Health and Human Services.

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

- A) Referrals of cases from OIG to the Local Prosecuting Authority shall be made as soon as practical after any investigation is completed.
- B) The Local Prosecuting Authority shall utilize its own independent legal judgment in the manner which it conducts any criminal proceedings involving Defendants.

FINANCIAL REQUIREMENTS:

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

- A) The rates listed in paragraph 6(D) above are set by the Code of Federal Regulations and shall be in effect until amended or modified by Congress, in which event HHSC shall notify the County and the Local Prosecuting Authority of such rates and the County and the Local Prosecuting Authority shall have thirty days to agree to the new rates or to terminate this Agreement.
- B) Local Prosecuting Authority represents that it has sufficient resources to enable the Local Prosecuting Authority to carry out the terms of this Agreement.
- C) The Local Prosecuting Authority shall recover only once for the services delivered under this Agreement. The Local Prosecuting Authority shall not bill for or retain any additional compensation for such services from HHSC or any other entity.
- D) HHSC-OIG shall pay the County and the Local Prosecuting Authority the service unit rate as indicated herein.

10. Billing Process.

- A) The Local Prosecuting Authority shall submit a Health and Human Services Commission State of Texas Purchase Voucher for payment. The Local Prosecuting Authority shall contact the local HHSC-OIG Case

Investigator for instructions on how to prepare and where to mail the voucher.

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

11. Accounting Records.

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

12. Notifications.

The Local Prosecuting Authority shall:

- A) Maintain at all times at least one active electronic mail (email) address for the receipt of agreement-related communications from HHSC-OIG. It is the Local Prosecuting Authority's responsibility to monitor this email address for Agreement-related information.
- B) Maintain current licensure in good standing with the State Bar of Texas and maintain all necessary license requirements.
- C) Notify HHSC-OIG within ten (10) days of receiving notice of any change in the status of a professional license or board certification, and/or of a complaint that has been filed against his/her license, and/or that an investigation of his/her license or board certification has been initiated.
- D) Notify the HHSC Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section shall be directed to:

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

13. Agreement Contingencies.

- A) The undersigned Parties certify that: the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the HHSC-OIG; the proposed arrangements serve the interest of efficient and economical administration of state government; the services contracted for are not required by Section 21, Article XVI of the Constitution of Texas to be supplied under a contract awarded to the lowest responsible bidder; and, the selection and award of this contract was made on the basis of demonstrated competence and qualifications to perform the services for a fair and reasonable price.
- B) **Limits on Compensation.** This Agreement is **expressly conditioned** on the availability of appropriated funds. All compensation hereunder is contingent upon that availability.
- C) This Agreement is at all times contingent upon the availability and receipt by the Texas Legislature of appropriate funds; Enactment of superseding law or adoption of a superseding rule or policy; and, if funds for this Agreement become unavailable during any budget period, this Agreement may be immediately terminated or reduced by the HHSC-OIG in its sole determination. HHSC-OIG shall notify the Local Prosecuting Authority when it knows that funds for this Agreement will be reduced or eliminated. The Local Prosecuting Authority may terminate the Agreement based upon such notification. If the Local Prosecuting Authority terminates this Agreement based on HHSC-OIG's notice to reduce or eliminate funding, the Local Prosecuting Authority shall notify HHSC-OIG in writing of its intent to terminate the Agreement within fifteen (15) calendar days of receipt of HHSC-OIG's notification. The notice shall contain the actual date of termination and the Local Prosecuting Authority's date of termination shall not be less than ten (10) calendar days from HHSC-OIG's receipt of such notice and it shall not exceed ninety (90) calendar days from the date HHSC-OIG receives such notice.

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

- (1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
- (2) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
- (3) Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
- (4) Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
- (5) Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
- (6) Health Insurance Portability and Accountability Act of 1996;
- (7) Food Stamp Act of 1977 (7 U.S.C. §200 *et seq.*);
- (8) The HHS agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement; and
- (9) Discovery of a disqualifying debt (state franchise tax, child support, or debt to HHSC or the State of Texas).

14. Agreement Changes, Amendments and Renewals.

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

B) Unilateral Amendments.

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

15. Provisions for Termination of Agreement and Dispute Resolution.

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

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

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

D) Dispute Resolution.

- i. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used by HHSC-OIG and the parties to attempt to resolve any claim for breach of agreement.
- ii. A Local Prosecuting Authority's claim for breach of this agreement that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Texas Government Code §§ 2260.051-2260.056. To initiate the process, the Local Prosecuting Authority shall submit timely written notice to the agreement liaison described in Paragraph 9, *supra*, with a copy to the

HHSC Executive Commissioner or his designee. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, Government Code, are being invoked. A copy of the notice shall also be given to all other representatives of HHSC-OIG and the Local Prosecuting Authority otherwise entitled to notice under this agreement.

- iii. Compliance by the Local Prosecuting Authority with subchapter B is a jurisdictional condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code. The contested case process provided in Chapter 2260, subchapter C, of the Government Code is the Local Prosecuting Authority's sole and exclusive process for seeking a remedy for any and all alleged breaches of agreement by HHSC-OIG if the parties are unable to resolve their disputes through negotiation or mediation.
- iv. Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this agreement by HHSC-OIG nor any other conduct of any representative of HHSC or HHSC-OIG relating to the agreement shall be considered a waiver of sovereign immunity to suit.
- v. The submission, processing and resolution of the Local Prosecuting Authority's claim is governed by the administrative rules adopted by HHSC pursuant to Chapter 2260, Government Code, as currently effective, hereafter enacted or subsequently amended. The parties shall use the specific procedures set forth in 1 Texas Administrative Code Chapters and 394.
- vi. Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the Local Prosecuting Authority, in whole or in part.

16. Use of Information. The Local Prosecuting Authority, pursuant to its responsibilities under this Agreement, may use or disclose information referred by HHSC-OIG in compliance with applicable statutes, rules and regulations governing the use and disclosure of information relating to cases handled under this Agreement. Such use or disclosure shall be by Local Prosecuting Authority personnel who are personally and directly engaged in, and only to the extent necessary for judicial or administrative proceeding participation or preparation, any investigation which may result in such proceeding or any grand jury proceeding, unless expressly authorized in writing in advance by HHSC-OIG.

A) It is expressly understood and agreed that no party waives, nor shall be deemed to have waived, any immunity or defense otherwise available to it under the law.

B) This Agreement is not intended, nor shall it be construed, to confer any benefits, rights, or remedies upon any person or entity not a party hereto.

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

**Texas Department of Health and Human
Services Commission:**

Signature

Douglas Wilson
Printed Name:

Inspector General
Printed Title:

Date:

Local Prosecuting Authority:

Rene Guerra
Signature

Rene Guerra
Printed Name:

District Attorney
Printed Title

Date:

Approved:

BY _____

County Judge

County, Texas

AI-26581
DA LEOSE FUNDS
CC REGULAR

8.B.

Date: 05/17/2011
Submitted By: Roy Cazares, DISTRICT ATTORNEY
Submitted For: Roy Cazares
Department: DISTRICT ATTORNEY
Agenda Category: District Attorney **Sub-category:** District Attorney

Information

CAPTION

1. Approval of Certification of Revenues as certified by the County Auditor for the 2011 LEOSE (Peace Officer allocation) funds award received from the Texas Comptroller of Public Accounts Office.
2. Approval of 2011 appropriation of funds for the Hidalgo County District Attorney - LEOSE (1220) and 2010 LEOSE interest earned in the total amount of \$1,449.82.

BACKGROUND

Funding provided by the State for continuing ed of peace officers.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1220-335-00-080-000-0-000
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

See attached appropriation.

Revenue Account: 1-1220-335-00-080-000-0-000
Receipt No. 146153
Amount: \$1,426.66

Attachments

- Link: [daleoseBACKUP](#)
Link: [emails](#)
Link: [Appropriation](#)
Link: [cert. of revenues letter](#)
-

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/11/2011 08:24 AM	APRV
2	Sylvia Solis	Sylvia Solis	05/12/2011 09:55 AM	APRV
3	Auditor's Office		05/12/2011 05:18 PM	PEND

Form Started By: Roy Cazares

Started On: 05/10/2011 02:43
PM

Final Approval Date: 05/12/2011

OFFICIAL HIDALGO COUNTY REC. PT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 146153

Received From: DA'S ST.COMP.PEACE OFFICER ALLOCATN

Date 04/29/11

1	124149307	PEACE OFFICER ALLOCATION	1-1220-335-00-080-000-0-000	1,426.66
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Total: 1,426.66

Check Total	1,426.66
Cash Total	.00
Credit Total	.00
Other Total	.00

HIDALGO COUNTY DISTRICT ATTORNEY
REVENUE REMITTANCE- DATE April 26, 2011

TO: HIDALGO COUNTY TREASURER

THE FOLLOWING REMITTANCE REPRESENTS COLLECTIONS FOR:

1. District Attorney State Personnel Supplement-Article 33b-4 \$ _____
A. Credit Account Number 1-150-334-75-00
B. Reimbursement for the month of _____

2. Bail Bondsman License Fee – Account Number 1-010-344-220-00 \$ _____
A. Bond Company Name _____
B. License Expiration Date _____

3. Out of County/State Witness-Reimbursement from State-Article 24.28 C.C.P. \$ _____
A. Credit “Court Costs” Account Number 1-1100-412-00-080-002-0-831
B. Attached is a copy of the State Voucher submitted by this office
this office to the State requesting these monies

4. District Attorney Staff Travel – Reimbursement \$ _____
A. Credit “Travel” Account Number 1-1100-412-00-080-002-0-583
B. Attached is a copy of the State Voucher submitted by this
office to the State requesting these monies.

5. State Aid for Prosecution of A.F.D.C. and Food Stamp Violation.
Credit Account Number 1-1100-334-00-080-000-0-000 \$ _____
A. Reimbursement for the State, Quarter Ended _____

6. District Attorney – LAW ENFORCEMENT ASSISTANCE ACCOUNT
1-1220-335-00-080-000-0-000 **\$1,426.66**
Case No. _____ Seizure Date _____ Amount _____
Case No. _____ Seizure Date _____ Amount _____
Case No. _____ Seizure Date _____ Amount _____
Case No. _____ Seizure Date _____ Amount _____

7. **Check #124149307 State Comptroller - Peace Officer Allocation Funding for year 2011.**
Court Ordered Confiscation 10% 1-1223-352-30-080-001-0-000 \$ _____
B. Case No. _____ Seizure Date _____ Amount _____
Case No. _____ Seizure Date _____ Amount _____
Case No. _____ Seizure Date _____ Amount _____
Case No. _____ Seizure Date _____ Amount _____
Case No. _____ Seizure Date _____ Amount _____

8. Other Remittance _____ \$ _____

GRAND TOTAL REMITTED TO TREASURER

\$560.00

PREPARED BY:

Roxana Segovia, Administrative Assistant

Treasurer's Receipt No.

4/26/2011
DATE

APPROVED BY:

Roy Cazares, Department Supervisor

4/26/2011
DATE



Texas Comptroller of Public Accounts

124149307

FEBRUARY 25, 2011

TREASURY WARRANT NO.

124149307

022411 0116 902 9P110538 17460007176 063
PAYING AGENCY: 512-463-4561 COMPTROLLER - STATE FISCAL

PAY ONE THOUSAND FOUR HUNDRED TWENTY SIX DOLLARS AND 66/100

\$1,426.66

TO
CRIMINAL DISTRICT ATTORNEY / HIDALGO COUNTY
100 N CLOSNER ROOM 3
EDINBURG, TX 78539-3523

VOID AFTER
08/31/2013

⑈ 304 ⑈ ⑆ 114900164⑆ ⑆ 124149307 ⑈

THE STATE OF TEXAS PAYMENT INFORMATION

INVOICE NO.	INV. DATE	INVOICE DESCRIPTION	DOC. NO.	INVOICE AMOUNT
PEACE OFF ALL		PEACE OFFICER ALLOC	9P110538	\$1,426.66

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 063 PAYEE NAME: CRIMINAL DISTRICT ATTORNEY / HIDALGO COUNTY
WARRANT NO: 124149307 ISSUE DATE: 02/24/2011 WARRANT TOTAL: \$1,426.66

No. 124149307

— NOT NEGOTIABLE —

Detach here before depositing →

Roy Cazares

From: Roxana Segovia [roxana.segovia@da.co.hidalgo.tx.us]
Sent: Tuesday, May 10, 2011 2:15 PM
To: roy.cazares@da.co.hidalgo.tx.us
Subject: FW: LEOSE ACCT INTEREST EARNED

Roxana Segovia

Administrative Assistant

Administration Section

Office of Criminal District Attorney

Hidalgo County, Texas

100 N Closner Rm 303

Edinburg, TX 78539

(956) 318-2300 ext. 720

(956) 318-2078 FAX

roxana.segovia@da.co.hidalgo.tx.us

From: Angelica Tapia [<mailto:angelica.tapia@auditor.co.hidalgo.tx.us>]

Sent: Monday, March 21, 2011 3:55 PM

To: roxana.segovia@da.co.hidalgo.tx.us

Subject: RE: LEOSE ACCT INTEREST EARNED

Hi Roxana,

Interest earned is 2.26, but did u mean fund 1220? If so, the interest earned for 2010, in case you are have received the state check and want to appropriated along with the 2010 interest earned is 23.16. See print screen below. As for the LEASE (fd1220) 2011 interest doesn't get allocated until the end of the year.

Angélica

Account Inquiry - FAINQ01A 05/28/10 12:55 pm

Account No 1-1221-361-10-000-000-0-000 Accounting Period 13 Period YTD 276358 pg 02

Acct. Year 1 Previous Year Info. Description DA VEHICLE THEFT-INTEREST EARNINGS

Summary Budgets Open Encumbrances Encumbrance Detail All Encumbrances Checks Unposted Payments

Period	Original Budget	Adjusted Budget	Encumbrance	Actual	Avail/R
01	.00	.00	.00	15.23-	
02	.00	.00	.00	17.49	
YTD	.00	.00	.00	2.26	
PRE	.00	.00	.00	.00	
TOT	.00	.00	.00	2.26	

2010 LEOSE FUND BALANCE ANALYSIS						
	2009	2010		2010	2010	
	Ending	Actual	Actual	Ending	Interest	Ending
	F/B	Revenues	Expenditures	F/B	Dist.	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
				24,244.25		

From: Roxana Segovia [mailto:roxana.segovia@da.co.hidalgo.tx.us]

Sent: Monday, March 21, 2011 2:06 PM

To: 'Angelica Tapia'

Subject: LEOSE ACCT INTEREST EARNED

Can you please tell me what the interest earned for the 1221-004 is so far?

Roxana Segovia
 Administrative Assistant
 Administration Section

Office of Criminal District Attorney

Hidalgo County, Texas

100 N Closner Rm 303

Edinburg, TX 78539

(956) 318-2300 ext. 720

(956) 318-2078 FAX

roxana.segovia@da.co.hidalgo.tx.us

From: Roy Cazares [<mailto:roy.cazares@da.co.hidalgo.tx.us>]

Sent: Monday, March 21, 2011 1:37 PM

To: roxana.segovia@da.co.hidalgo.tx.us

Subject: LEOSE Acct.

Roxana,

Please get from Angelica the interest earned in the LEOSE account that needs to be budgeted along with new funds.

Roy Cazares

Human Resources Coordinator

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE

100 N. CLOSNER, ROOM 303

EDINBURG, TX 78539

(956) 318-2300 EXT. 758

FAX (956) 318-2078

roy.cazares@da.co.hidalgo.tx.us

DATE: May 17, 2011

2011

DEPARTMENT HEAD: Rene Guerra, Criminal District Attorney



DEPARTMENT NAME: District Attorney's Office

ACCOUNT NUMBER: 1-1220-335-00-080-004-0-000

Contact Person: Roy Cazares Ph#: 318-2300


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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
1-1220-335-00-080-004-0-583	DA LEOSE - TRAVEL OUT OF COUNTY	1,426.66
1-1220-335-00-080-004-0-583	DA LEOSE - TRAVEL OUT OF COUNTY	[Interest Earned] 23.16
1-1220-335-00-080-000-0-000	DA LEOSE - REVENUE	1,426.66
TOTAL BUDGET INCREASE (DECREASE)		1,449.82

REASON: TO APPROPRIATE THE D.A.'S LEOSE FUNDING FROM THE STATE COMPTROLLER IN THE AMOUNT OF \$1,426.66 AND INTEREST EARNED IN THE AMOUNT OF \$23.16, FOR A TOTAL OF \$1,449.82.


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

May 12, 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:

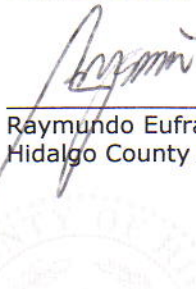
The county auditor shall certify to the commissioners court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose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

I, Ray Eufrazio, 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 District Attorney. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT
\$1,426.66

PURPOSE
District Attorney

CERTIFIED BY:


Raymundo Eufrazio, CPA
Hidalgo County Auditor

5/13/11
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, 379TH 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, 448TH D.C.

AI-26625

9.B.

Texas A&M MOU

CC REGULAR

Date: 05/17/2011
Submitted By: Josie Escalante, HEALTH & HUMAN SERVICES DEPT.
Submitted For: Eddie Olivarez
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Category: Health & Human Services Dept.

Information

CAPTION

Requesting approval to accept the Memorandum of Understanding between The Texas A&M University System Health Science Center and Hidalgo County Health & Human Services for an On Site Education Program

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

The purpose of the practicum experience is to provide HSC-SRPH students with an opportunity to apply the concepts, strategies, and tools acquired through the course of their study.

HSC-SRPH students will be responsible for personal transportation and other expenses, including meals. It is specifically agreed that neither TAMHSC nor PRACTICUM SITE shall be responsible for costs or expenditures incurred by the other party in the conduct of the program educational experience.

Attachments

Link: [Texas A&M MOU](#)

Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
1		Budget & Management	Erika Zamora	05/11/2011 03:53 PM	APRV
2		Manuel Chapa	Manuel Chapa	05/12/2011 11:41 AM	APRV
3		Auditor's Office		05/12/2011 05:18 PM	NEW
Form Started By: Josie Escalante				Started On: 05/11/2011 03:34 PM	
Final Approval Date: 05/12/2011					

**MEMORANDUM OF AGREEMENT
BETWEEN
THE TEXAS A&M UNIVERSITY SYSTEM HEALTH SCIENCE CENTER
AND
HIDALGO COUNTY
FOR AN ON-SITE EDUCATION PROGRAM**

THIS AGREEMENT (“Agreement”) is entered into by and between The Texas A&M University System Health Science Center (TAMHSC), a member of The Texas A&M University System, an agency of the State of Texas, on behalf of the School of Rural Public Health (HSC-SRPH) and Hidalgo County, by and through its Health and Human Services Department (“Practicum Site”).

WHEREAS, Practicum Site is willing to provide an on-site educational practicum experience program, i.e., practicum experience program supervision, for HSC-SRPH students;

NOW THEREFORE, the parties agree as follows:

1. CONTRACTING PARTIES

Performing Party: The Texas A&M University System Health Science Center
School of Rural Public Health

Address: John B. Connally Building
301 Tarrow, 6th Floor
College Station, TX 77840-7896

Phone Number: (979) 845-2387

Receiving Party: Hidalgo County

Address: 1304 South 25th
Edinburg, TX 78539

Phone Number: (956) 387-0018

2. RESPONSIBILITIES OF HSC-SRPH

- a) Recommend for placement at the PRACTICUM SITE only those HSC-SRPH students who have earned a satisfactory record and have met the minimum requirements established by HSC-SRPH.
- b) Extend to the authorized representative of the PRACTICUM SITE an open invitation to visit HSC-SRPH, consult with HSC-SRPH faculty and students, and receive information about the curriculum and faculty.
- c) Appoint a representative of the HSC-SRPH to communicate with the PRACTICUM SITE supervisor and HSC-SRPH student(s) during the practicum experience program and to assist in the supervision and evaluation of the HSC-SRPH student’s practicum program educational experience.

- d) HSC-SRPH will assume full responsibility for academic aspects of the practicum experience program, such as monitoring whether the HSC-SRPH student fulfills reporting requirements to HSC-SRPH. The on-site supervision of the HSC-SRPH student(s) will be left to the PRACTICUM SITE personnel, and if determined by both parties to be necessary and appropriate, HSC-SRPH staff will participate.
- e) HSC-SRPH shall cause each HSC-SRPH student enrolled in the practicum experience program for on-site instruction to execute a Release in the form attached hereto as Exhibit "A" and made a part hereof for all purposes. PRACTICUM SITE must receive such executed Release prior to on-site instruction being scheduled.
- f) HSC-SRPH shall require that, as a condition of participation in the on-site practicum experience program, all HSC-SRPH students adhere to the PRACTICUM SITE rules of professional conduct and its policies, procedures and standards relative to dress, safety and confidentiality.

3. THE PRACTICUM SITE AGREES TO:

- a) Provide oversight of the practicum experience program by a staff member experienced in their field. The practicum experience program is to be described in a separate document attached hereto as Exhibit "B".
- b) Upon mutual agreement between TAMHSC and the PRACTICUM SITE, accept the number of HSC-SRPH students that the PRACTICUM SITE staff, space, and practicum experience program may permit.
- c) Review of the on-site practicum experience program education by HSC-SRPH; provided, however, PRACTICUM SITE shall be under no obligation to make any changes to its programs or procedures based upon such review.
- d) Provide quality practicum experience program instruction, education and/or training to the HSC-SRPH students(s) at the PRACTICUM SITE.
- e) Keep HSC-SRPH informed regarding the practicum program educational experience of each HSC-SRPH student, his/her level of performance, and to notify and consult with HSC-SRPH any time the HSC-SRPH student is not maintaining satisfactory progress.

4. HSC-SRPH AND THE PRACTICUM SITE JOINTLY AGREE:

- a) In compliance with federal law, including the provisions of Title IX of the Education Amendments of 1972; Sections 503 and 504 of the Rehabilitation Act of 1973, and Americans with Disabilities Act of 1990, the parties hereto will not discriminate on the basis of race, sex, religion, color, national or ethnic origin, age, disability, or military service in its administration of its policies, programs, or activities; its admissions policies; other programs; or employment.
- b) That the determination of the number of HSC-SRPH students to be assigned to the PRACTICUM SITE shall be a joint decision of the parties based on staff and space

available at the PRACTICUM SITE and eligible HSC-SRPH students who desire to engage in an educational practicum experience program at the PRACTICUM SITE.

- c) That this document does not limit the PRACTICUM SITE to accepting only HSC-SRPH students for on-site practicum experience program education.
- d) That there will be meetings of representatives of both HSC-SRPH and the PRACTICUM SITE as often as such meetings are needed to coordinate and improve the practicum program educational experience; and at the convenience of both parties.
- e) That there will be ongoing, open communication between HSC-SRPH and the PRACTICUM SITE to insure understanding of the expectations and roles of both institutions in providing on-site experience for HSC-SRPH students.
- f) HSC-SRPH or the PRACTICUM SITE, upon notification to the other, may remove a HSC-SRPH student from the PRACTICUM SITE, if, in the opinion of either party, the HSC-SRPH student is (i) not making satisfactory progress in the practicum program educational experience, or (ii) is not following the PRACTICUM SITE's rules of conduct or policies on appearance or safety during on-site hours. The PRACTICUM SITE may remove a HSC-SRPH student from PRACTICUM SITE for the reasons stated above upon notification to HSC-SRPH. Any student who does not satisfactorily complete the program or any portion thereof may repeat the practicum experience program only with written approval of both the PRACTICUM SITE and HSC-SRPH.
- g) No stipend will be provided to HSC-SRPH students. HSC-SRPH students will be responsible for personal transportation and other expenses, including meals. It is specifically agreed that neither TAMHSC nor PRACTICUM SITE shall be responsible for costs or expenditures incurred by the other party in the conduct of the program educational experience.
- h) TAMHSC and PRACTICUM SITE agree that the HSC-SRPH student is not an employee or agent of PRACTICUM SITE. TAMHSC and PRACTICUM SITE agree that the parties are not a joint employer of the HSC-SRPH student.
- i) As an agency of the State of Texas, TAMHSC may not agree to indemnify or hold any party harmless from any liability or expenses. Neither party to this Agreement shall be required to indemnify or hold the other harmless unless and until ordered to do so by a court of competent jurisdiction.

5. HSC-SRPH STUDENT SCHEDULES

Schedules for HSC-SRPH students including education, on-site participation and use of the PRACTICUM SITE's facilities will be agreed upon by the officially designated representative of the PRACTICUM SITE and the HSC-SRPH student.

6. TERM OF AGREEMENT

This Agreement shall be effective upon execution by the second signatory hereto and shall remain in effect for a period of one (1) year. This Agreement may be renewed by letter for one-year terms for an aggregate period not to exceed five (5) years.

7. TERMINATION

Either party may terminate this Agreement at anytime upon sixty (60) days prior written notice provided, however, that all HSC-SRPH students enrolled in a course of study or rotation at PRACTICUM SITE at the time of notice of termination shall be given the opportunity to complete their practicum experience. Such students must complete their practicum experience within one (1) year of the date of termination of this Agreement.

8. NOTICES

Any notices required by this Agreement shall be delivered in writing to the following addresses:

**The Texas A&M University System
Health Science Center on behalf of
School of Rural Public Health**
Ms. Olga Gabriel
Director
School of Rural Public Health
McAllen Campus
2101 S. McColl Rd.
McAllen, TX 78503
Phone: (956) 668-6300

**Hidalgo County Health and
Human Services Department**

Name: Eddie Olivarez

1304 South 25th

Edinburg, TX 78539
Phone: (956) 387-0118

With copy to:

**The Texas A&M University System
Health Science Center**
Contract Administration
301 Tarrow Street, 6th Floor
College Station, Texas 77840
walton@tamhsc.edu

School of Rural Public Health

Dr. James Burdine
SRPH Administration Bldg. #1518
College Station, Texas 77843-1266
Phone: (979) 862-4244

9. GOVERNING LAW

The validity of this Agreement and all matters pertaining thereto, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed by the Constitution and laws of the State of Texas.

10. EXECUTION AND MODIFICATION

This Agreement is binding when signed by both parties. Any modifications or amendment must be in writing and signed by both parties.

11. ASSIGNMENT

This Agreement, with the rights and privileges it creates, is assignable only with the written consent of both parties.

12. FORCE MAJEURE

Each party shall be excused from any breach of this Agreement which is proximately caused by government regulation, war, strike, act of God, or other similar circumstance normally deemed outside the control of well-managed businesses.

13. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties with respect to the matters contained herein, and supersedes all other written and oral agreements between the parties with respect to such matters. It is acknowledged that other agreements may be executed. Such other agreements are not intended to change or alter this Agreement unless expressly stated in writing.

14. INDEPENDENT CONTRACTOR STATUS

This Agreement will not be construed as creating an employer/employee relationship between TAMHSC and PRACTICUM SITE.

15. PROVISIONS

If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

16. PUBLIC INFORMATION

PRACTICUM SITE acknowledges that TAMHSC is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement.

17. NON-WAIVER

PRACTICUM SITE expressly acknowledges that TAMHSC is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by TAMHSC of its right to claim such exemptions, privileges, and immunities as may be provided by law.

18. DISPUTE RESOLUTION

The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by TAMHSC and PRACTICUM SITE to attempt to resolve any claim for breach of contract made by PRACTICUM SITE that cannot be resolved in the ordinary course of business. PRACTICUM SITE shall submit written notice of a claim of breach of contract under this Chapter to the TAMHSC Vice President for Finance and Administration, who shall examine PRACTICUM SITE's claim and any counterclaim and negotiate with PRACTICUM SITE in an effort to resolve the claim.

19. HIPAA

TAMHSC and PRACTICUM SITE agree that:

- a) PRACTICUM SITE is a covered entity for purposes of the Health Insurance Portability and Accountability Act (HIPAA) and subject to 45 CFR § 160 and 164 (“the HIPAA Privacy Regulation”);
- b) To the extent that TAMHSC and/or HSC-SRPH is participating in this practicum experience program and PRACTICUM SITE is providing supervision as part of such practicum experience program, such participants shall:
 - i) be considered part of PRACTICUM SITE workforce for HIPAA compliance purposes in accordance with 45 CFR §164.103, but shall not be construed to be employees of PRACTICUM SITE;
 - ii) receive training by PRACTICUM SITE on, and subject to compliance with, all of PRACTICUM SITE privacy policies adopted pursuant to the HIPAA Privacy Regulation; and
 - iii) not disclose any Protected Health Information (PHI), as that term is defined by 45 CFR §160.103, to TAMHSC and/or HSC-SRPH which a HSC-SRPH student accessed through participation in this program or a faculty member accessed through the provision of supervision at PRACTICUM SITE that has not first been de-identified as provided in 45 CFR §164.514(a);
- c) TAMHSC and/or HSC-SRPH will not access or request to access any PHI held or collected by or on behalf of PRACTICUM SITE, from a HSC-SRPH student or faculty member who is acting as a part of PRACTICUM SITE workforce as set forth in subsection 16.2.1., above, or any other source, that has not first been de-identified as provided in 45 CFR §164.514(a); and
- d) No services are being provided to PRACTICUM SITE by TAMHSC pursuant to this Agreement and therefore this Agreement does not create a “business associate” relationship as that term is defined in 45 CFR §160.103.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties have signed this Memorandum of Agreement between The Texas A&M University System Health Science Center and Hidalgo County on the date indicated below their signatures:

**The Texas A&M University System
Health Science Center**

Hidalgo County

By: _____
Roderick E. McCallum, Ph.D.
Vice President for Academic Affairs

By: _____
Name: Ramon Garcia
Title: Hidalgo County Judge

Date: _____

Date: _____

Exhibit A
RELEASE AGREEMENT

1. I, the undersigned, in consideration of the opportunity to participate in an on-site educational practicum experience program conducted by Hidalgo County, by and through its Health and Human Services Department and in furtherance and fulfillment of academic requirements of The Texas A&M University System Health Science Center, on behalf of School of Rural Public Health, the sufficiency of which is hereby acknowledged, intend and do hereby forever release and discharge Hidalgo County, by and through its Health and Human Services Department, its agents, employees, officers, successors and assignees, and all other persons, firms, corporations and organizations onto whose property I may enter as part of on-site educational practicum experience program conducted by Hidalgo County, by and through its Health and Human Services Department, (hereinafter collectively referred to as "Releasees") of and from any and all claims, causes of actions and demands of every kind or nature, known or unknown, anticipated or unanticipated, suspected or unsuspected, which the undersigned could or might in the future have against any or all of the Releasees, and all losses, costs, damages or expenses whatsoever, resulting from or in any way pertaining to claims for personal injury or death caused by or resulting from the act, omission, mistake, fault, default or negligence, but not the intentional or malicious act, of the Releasees, while participating in on-site educational practicum experience program conducted by Hidalgo County, by and through its Health and Human Services Department and on premises leased or owned by the Releasees.

2. In further consideration of the aforesaid opportunity, I do hereby agree that I will forever refrain from and desist from, directly or indirectly instituting or asserting or indirectly causing the institution or assertion of any claim, demand, cause of action or suit of any kind or nature against Releasees for any losses, damages or expenses (known or unknown, existing or arising in the future) which in any way arises from or pertains to my participation in the above described practicum experience program on property owned or leased by the Releasees.

Signed this _____ day of _____, 20_____.

Student Signature

Print Name

Exhibit B
PRACTICUM DESCRIPTION

The purpose of the practicum experience is to provide HSC-SRPH students with an opportunity to apply the concepts, strategies, and tools acquired through the course of their study. Regardless of the exact nature of the experiential location, activities, preceptors, or specific student objectives, the overall objectives of the practicum experience for Master of Public Health and Master of Health Administration students within HSC-SRPH are as follows:

- Expand students' knowledge of basic public health and health services practices.
- Increase student self-confidence as a professional in the public health arena.
- Increase students' awareness of the complexity of public health problems and concerns.
- Provide opportunity for students to apply public health training they have learned in their courses.
- Increase students' appreciation of cultural differences in diverse populations served by public health and health services professionals, including but not limited to rural populations.
- Facilitate increased understanding of the relationships among public health organizations, other health service organizations, and other governmental entities.
- Develop opportunities for references, job opportunities, and professional contacts.
- Afford opportunities to provide valuable service(s) to the host site organization by participating in and/or completing projects or other work assignments.

It is not expected that every practicum experience will serve or accomplish all of these overall objectives. Indeed, it would be an unusual experience that would encompass all of them. However, it is expected that the practicum experience will include many, if not most, of these objectives.

AI-26629

10.A.

**Approval of Extension of Burn Ban for 90 days
CC REGULAR**

Date: 05/17/2011
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE
Agenda Category: Fire Marshal's Office

Information

CAPTION

Approval of Extension of Burn Ban for 90 days

BACKGROUND

Burn Ban approved on 2/14/11

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/11/2011 04:25 PM	APRV
2	Auditor's Office	Arcilia Duran	05/11/2011 05:22 PM	APRV
3	Purchasing Department	Marty Salazar	05/11/2011 05:23 PM	APRV

Form Started By: Monica Badillo
Started On: 05/11/2011 04:08 PM

Final Approval Date: 05/11/2011

AI-26631

11.A.

**Wireless Upgrade Request
CC REGULAR**

Date: 05/17/2011
Submitted By: Griselda Salazar, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Category: IT Department

Information

CAPTION

Emergency Management:
Authorization to upgrade wireless device and service through the County's membership/participation with Contract: DIR-SDD-611 (Requisition # 195278) with awarded vendor SPRINT for the following:

1. Approval of requisition # 195278 for the purchase of cellular phone upgrades. Purchase consists of five HTC EVO 3G/4G Smart phones at \$49.99 each for a total cost of \$249.95.
2. Approval to down grade current cellular phone plan from the Business Essentials 1000/Unlimited BlackberryAttach (\$84.98) to the Business Advantage Messaging and Data 900 w/Anymobile Anytime (\$79.29); Business Advantage Messaging and Data 450 w/Anymobile Anytime (\$63.89)

Qty:	Current Plan:	Monthly Cost:	Proposed Plan:	Monthly Cost:	Variance:	Cell Phone Numbers:
2	Business Essentials 1000/Unlimited Blackberry Attach	\$84.98	Business Advantage Messaging and Data 900 w/Anymobile Anytime	\$79.29	(\$5.69)	956-289-6549 & 956-457-1080
3	Business Essentials 1000/Unlimited Blackberry Attach	\$84.98	Business Advantage Messaging and Data 450 w/Anymobile Anytime	\$63.89	(\$21.09)	956-720-2165, 956-329-9129 & 956-227-5914
		\$424.90		\$350.25	(\$74.65)	

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:
req#195278 available for Sprint for \$2,351.45

Attachments

- Link: [Quote](#)
- Link: [Request Forms](#)
- Link: [Requisition 195278](#)

Form Routing/Status

Route Seq Inbox Approved By Date Status

1	Budget & Management	Angela Garcia	05/12/2011 09:26 AM	APRV
2	Roland Garcia	Rolando Garcia	05/12/2011 10:32 AM	APRV
3	Auditor's Office		05/12/2011 05:18 PM	NEW

Form Started By: Griselda Salazar

Started On: 05/11/2011 04:30
PM

Final Approval Date: 05/12/2011

Sprint Together with Nextel		CDMA Quotation - Estimated Cost - 5 Existing	
Customer Information		EFT/Contract Information	
Customer Name:	Hidalgo County Emergency Management	Financial Institution:	United Missouri Bank - 1008 Oak Street, Kansas City, MO 64108
Financial Contact Name:	Monica Hinojosa	ACH Coordinator:	Judy Sweeze - 818-860-3821
Address:	1615 S. Closner Suite G	Routing Transit Number:	
City:	Edinburg	Depositor Account Title:	Sprint PCS
State:	TX	Depositor Account Number:	9870994712
Zip:	78540	Remit To Address:	P.O. Box 219554, Kansas City, MO 64121
Financial Contact Phone:	956-318-2615	Vendor PO Address:	12524 Sunrise Valley Drive, Reston, VA 20196
Email Address:	monica.hinojosa@co.hidalgo.tx.us	Contract Vehicle & Number:	DIR-SDD-611
Acct # (if applicable):	BAN 482298699	Cage Code:	
Sales Representative Information		DUNS #:	
Name & Title:	Robert Hahn - Public Sector Account Executive	Tax ID #:	
Phone:	956-227-8642 robert.hahn@sprint.com	Doing Business As:	Sprint
Address:	1300 N. 10th Street, Suite 420 McAllen TX 78501		
Quote Date:	16-Feb-11	Contract Vehicle being utilized:	DIR-SDD-611
Expiration Date:	29-Feb-11	Fully Competed, Early Termination Fee:	\$0.00
		Upgrade Eligible:	12 Month/Fiat Rate Price
Equipment Upgrade Special Pricing - One Time Charges (5 lines)		Control # : 110216 (YYMMDDConsecutive#Initials)	
Qty.	Model	DIR Contract Fiat Rate Price	Unit Item Price
5	HTC EVO 3G/4G Smartphone (12 Month Renewal)	\$199.99	\$49.99
Total			Subtotal for One Time Charges
			\$249.95
Rate Plans & Services - Monthly Charges: (2700 pooled minutes)			
Qty.	Rate Plan	MRC	Extended Monthly Price
1	Business Advantage Messaging & Data 900 w/Anytime Any Time	\$69.29	\$69.29
4	Business Advantage Messaging & Data 450 w/Anytime Any Time	\$53.89	\$215.56
5	Premium Data Buyup	\$10.00	\$50.00
Total Estimated Monthly Service Charges*:		Subtotal for Monthly Charges	
		\$334.85	
Total Estimated Monthly Service Charges (12 Months)*:		Subtotal for Annual Expense	
		\$4,018.20	
			Average Cost/User
			\$66.97
This is not a bill or an invoice			
<small>*This Quick Quote Estimation Tool is intended to provide approximate 2011 information about Sprint products and services. Additional taxes, fees and other charges may apply. Offers are subject to change at any time. Other conditions may apply. Some services may be provided and billed through third parties. Pricing and promotions may have expiration dates, limited availability and terms and conditions. PLEASE NOTE THAT ANY DISCOUNTS BASED ON A TERM COMMITMENT THAT APPLY TO THE PURCHASE OF SPRINT PCS DEVICES IS A FORWARD DISCOUNT. SHOULD YOUR AGENCY CANCEL AT ANY TIME (PRIOR TO THE END OF THE CONTRACT TERM) FOR CONVENIENCE, YOUR AGENCY WILL BE RESPONSIBLE TO PAY BACK THE FORWARD DISCOUNT ABOVE ON EACH SPRINT PCS DEVICE PURCHASED. See Terms & Conditions page, your Sprint Nextel representative or visit www.sprint.com for more information.</small>			

Business Advantage Messaging & Data Plans Include:

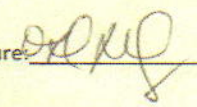
- * Pooled/Shared Cellular Minutes
- * "Anytime Anytime"....call any cellular # in USA, any carrier, any time...doesn't use pooled minutes
- * Free Nights & Weekends (nights start at 7pm)
- * Unlimited Messaging
- * Unlimited Data
- * GPS Navigation
- * Nationwide Long Distance
- * Voice Mail & Caller ID

* Optional TEP "Total Equipment Protection Insurance/Service & Repair Plan \$7/unit/month

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST		
County Owned Wireless Device: <input type="checkbox"/> Office Use or <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Name Change <input checked="" type="checkbox"/> Equipment Change <input checked="" type="checkbox"/> Plan Change <input type="checkbox"/> Delete Service	Wireless Data Device: <input type="checkbox"/> Data Card <input type="checkbox"/> Blackberry <input checked="" type="checkbox"/> Other: <u>HTC EVO</u>	Stipend: <input type="checkbox"/> Cellular Telephone \$50/mo <input type="checkbox"/> Data Pad \$25/mo

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Oscar Montoya Employee ID# 021032 Signature: 

Department: Emergency Mgmt. Dept#: 110

Quantity: 1

Service: \$79.29/mo (x) 6 months = 475.74 Account: 1-1100-429-00-110-075-0 -532

Service: \$49.99/mo (x) 1 months = 49.99 Account: 1-1100-429-00-110-075-0 -619/664

Requisition Total: \$2,351.45 Requisition Number: 195278

STIPEND

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


Department: _____ Dept#: _____

Quantity: _____

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

Total: _____

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

 Ramon Garcia 05-11-11

Signature Print Name Date

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

 Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Business Advantage Messaging & data, 900
w/Anytime Anytime for 950-289-6549

Commissioner's Court Action: _____ Commissioner's Court Date: 5/17/11

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/ftlg/article/0..id=167154.00.html>, EXAMPLE 2.

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST		
County Owned Wireless Device: <input type="checkbox"/> Office Use or <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Name Change <input checked="" type="checkbox"/> Equipment Change <input checked="" type="checkbox"/> Plan Change <input type="checkbox"/> Delete Service	Wireless Data Device: <input type="checkbox"/> Data Card <input type="checkbox"/> Blackberry <input checked="" type="checkbox"/> Other: <div style="text-align: center; font-size: 1.2em;">HTC EVO</div>	Stipend: <input type="checkbox"/> Cellular Telephone \$50/mo <input type="checkbox"/> Data Pad \$25/mo

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Rolando Benavides Employee ID# 165204 Signature:

Department: Emergency Mgmt. Dept#: 110

Quantity: 1

Service: \$ 79.29/mo (x) 6 months = 475.74 Account: 1-1100-429-00-110-075-0 -532

Service: \$ 49.99/mo (x) 1 months = 49.99 Account: 1-1100-429-00-110-075-0 -619/664

Requisition Total: 2,351.45 Requisition Number: 195278

STIPEND

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

Department: _____ Dept#: _____

Quantity: _____

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

Total: _____

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

Ramon Garcia 05-11-11

Signature Print Name Date

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

 Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Business Advantage Messaging & Data 900
w/Any mobile Anytime for 956-457-1080

Commissioner's Court Action: Commissioner's Court Date: 5/17/11

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/fglg/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: <input type="checkbox"/> Office Use or <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Name Change <input checked="" type="checkbox"/> Equipment Change <input checked="" type="checkbox"/> Plan Change <input type="checkbox"/> Delete Service	Wireless Data Device: <input type="checkbox"/> Data Card <input type="checkbox"/> Blackberry <input checked="" type="checkbox"/> Other: <u>HTC EVO</u>	Stipend: <input type="checkbox"/> Cellular Telephone \$50/mo <input type="checkbox"/> Data Pad \$25/mo

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Belinda Alvarez Employee ID# 147915 Signature: 

Department Emergency Mgmt. Dept#: 110

Quantity: 1

Service: \$63.89/mo (x) 6 months = 383.34 Account: 1-1100-429-00-110-075-0 -532

Service: \$49.99/mo (x) 1 months = 49.99 Account: 1-1100-429-00-110-075-0 -619/664

Requisition Total: 2,351.45 Requisition Number: 195278

STIPEND

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


Department: _____ Dept#: _____

Quantity: _____

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

Total: _____

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

 Ramon Garcia 05-11-11

Signature Print Name Date

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

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Business Advantage Messaging & Data 450
w/ Anytime Anytime for 950-720-2165

Commissioner's Court Action: _____ Commissioner's Court Date: 5/17/11

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/govtfsig/article/0,,id=167154,00.html>, EXAMPLE 2.



WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST		
County Owned Wireless Device: <input type="checkbox"/> Office Use or <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Name Change <input checked="" type="checkbox"/> Equipment Change <input checked="" type="checkbox"/> Plan Change <input type="checkbox"/> Delete Service	Wireless Data Device: <input type="checkbox"/> Data Card <input type="checkbox"/> Blackberry <input checked="" type="checkbox"/> Other: <u>HTC EVO</u>	Stipend: <input type="checkbox"/> Cellular Telephone \$50/mo <input type="checkbox"/> Data Pad \$25/mo

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Mario Betancourt Employee ID# 148652 Signature:

Department: Emergency mgmt. Dept#: 110

Quantity: 1

Service: \$3.89/mo (x) 6 months = 383.34 Account: 1-1100-429-00-110-075-0-532

Service: \$49.99/mo (x) 1 months = 49.99 Account: 1-1100-429-00-110-075-0-619/664

Requisition Total: 2351.45 Requisition Number: 195278

STIPEND

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

Department: _____ Dept#: _____

Quantity: _____

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

Total: _____

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

Ramon Garcia 05-11-11

Signature Print Name Date

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

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Business Advantage Messaging & Data 450
w/ Anytime for 950-329-9129

Commissioner's Court Action: _____ Commissioner's Court Date: 5/17/11

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/isl/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: <input checked="" type="checkbox"/> Office Use or <input type="checkbox"/> Individual <input type="checkbox"/> Name Change <input checked="" type="checkbox"/> Equipment Change <input checked="" type="checkbox"/> Plan Change <input type="checkbox"/> Delete Service	Wireless Data Device: <input type="checkbox"/> Data Card <input type="checkbox"/> Blackberry <input checked="" type="checkbox"/> Other: <u>HTC EVO</u>	Stipend: <input type="checkbox"/> Cellular Telephone \$50/mo <input type="checkbox"/> Data Pad \$25/mo

COUNTY OWNED WIRELESS DEVICE

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

Department: Emergency Mgmt. Dept#: 110

Quantity: 1

Service: \$383.89/mo (x) 6 months = 383.34 Account: 1-1100-429-00-110-075-0 -532

Service: \$49.99/mo (x) 1 months = 49.99 Account: 1-1100-429-00-110-075-0 -619/664

Requisition Total: 2,351.45 Requisition Number: 195278

STIPEND

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

Department: _____ Dept#: _____

Quantity: _____

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

Total: _____

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

Ramon Garcia Ramon Garcia 05-11-11

Signature Print Name Date

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

 Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Business Advantage Messaging & Data 450
w/ Any mobile Anytime 9516-221-5914

Commissioner's Court Action: _____ Commissioner's Court Date: 5/17/11

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/ftsig/article/0,,id=167154,00.html>, EXAMPLE 2.

Requisition

Req # 00195278

PO #

Date: 05/10/11

Bill To: x
 x

Vendor: 210501
 SPRINT
 P O BOX 660092
 DALLAS TX 75266-0092

Ship To: COUNTY JUDGE
 100 E. CANO STREET
 2ND FLOOR
 EDINBURG TX 78539

Contact: M. HINOJOSA
 956-318-2615

Contract No: DIR-SDD-611

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
5.00	EACH	HTC EVO 3G/4G SMARTPHONE (UPGRADE) 956-289-6549 EMC OSCAR MONTOYA 956-457-1080 DEPUTY EMC ROLANDO BENAVIDES 956-720-2165 DEPUTY EMC BELINDA ALVAREZ 956-328-9129 DEPUTY EMC MARIO BETANCOURT 956-227-5914 OFFICE USE	49.99	249.95
6.00	MONTH	BUSINESS ADVANTAGE MESSAGING & DATA 900 W/ ANYMOBILE ANYTIME 956-289-6549 EMC OSCAR MONTOYA	79.29	475.74
6.00	MONTH	BUSINESS ADVANTAGE MESSAGING & DATA 900 W/ ANYMOBILE ANYTIME 956-457-1080 DEPUTY EMC ROLANDO BENAVIDES	79.29	475.74
6.00	MONTH	BUSINESS ADVANTAGE MESSAGING & DATA 450 W/ ANYMOBILE ANYTIME 956-720-2165 DEPUTY EMC BELINDA ALVAREZ	63.89	383.34
6.00	MONTH	BUSINESS ADVANTAGE MESSAGING & DATA 450 W/ ANYMOBILE ANYTIME 956-329-9129 DEPUTY EMC MARIO BETANCOURT	63.89	383.34
6.00	MONTH	BUSINESS ADVANTAGE MESSAGING & DATA 450 W/ ANYMOBILE ANYTIME 956-227-5914 OFFICE USE	63.89	383.34
			<u>Encumbrance</u>	
			1-1100-429-00-110-075-0-532	2,101.50
			1-1100-429-00-110-075-0-619	249.95
			Freight	.00
			Total	2,351.45

Authorized By: _____

AI-26530
HIDTA 2010 Grant Modification
CC REGULAR

12.A.

Date: 05/17/2011
Submitted By: Nelda Olivarez, HIDTA
Submitted For: Rene Guerra, Criminal District Attorney
Department: HIDTA
Agenda Category: HIDTA - Task Force

Information

CAPTION

1. Requesting approval to accept Award No. G10SS0002A Modification#2 (supplement #2) between Hidalgo County and the Executive Office of the President Office of National Drug Control Policy-Hidalgo County HIDTA Task Force, reducing the award amount by \$1,917.00.
2. Approval to unappropriate funds for the HIDTA Task Force - South Texas HIDTA McAllen Initiative (pgm 003) in the amount of \$1,917.00.

BACKGROUND

On 03/30/2010, the Hidalgo County Commissioners' Court approved the 2010 HIDTA Grant Award#G10SS0002A for the amount of \$735,174.00.

However, on 12/13/2010, the Hidalgo County Commissioners' Court approved the Award#G10SS0002A Modification #1 for the 2010 HIDTA Grant, reducing the award to \$734,009.00.

These modifications are to cover the cost for a security clearance on Hidalgo County HIDTA Task Force employee(s).

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1291-412-00-270-003-0-890
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Funds available to unappropriation in the amount of \$1,917.00 as of 05/05/11.

HIDTA TASK FORCE FY10 REVENUES: #1-1291-331-10-270-003-0-000

Attachments

Link: [Modification #2 & Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/05/2011 01:06 PM	APRV

2	Sylvia Solis	Sylvia Solis	05/05/2011 04:48 PM	APRV
3	Auditor's Office		05/12/2011 05:18 PM	NEW

Form Started By: Nelda Olivarez
Started On: 05/05/2011 11:25 AM

Final Approval Date: 05/12/2011

DATE: May 3, 2011
 DEPARTMENT HEAD: RENE GUERRA, HIDALGO COUNTY CRIMINAL DISTRICT ATTORNEY
 DEPARTMENT NAME: H.I.D.T.A. TASK FORCE
 ACCOUNT NUMBER: EXPENDITURE - 1291-412-00-270-003-0-XXX
 REVENUE - 1291-331-10-270-003-0-000
 SUBJECT: BUDGET AMENDMENT



HONORABLE COMMISSIONER'S COURT OF HIDALGO COUNTY:

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

INCREASE OBJECT NUMBER (S)	ACCOUNT (OBJECT) NAME	100% INITIAL BUDGET (Approved)
1-1291-412-00-270-003-0- 890	OTHER	(1,917.00)
TOTAL TO UNAPPROPRIATE		\$ (1,917.00)
1-1291-331-10-270-003-0- 000	HIDTA TASK FORCE 2010 GRANT	(1,917.00)
TOTAL ESTIMATED REVENUES		\$ (1,917.00)

TO UNAPPROPRIATE \$1,917.00 THE HIDALGO COUNTY HIDTA 2010 GRANT NUMBER G10SS0002A

There are no areas in my current budget to reduce in order to fund the above mentioned item(s).

 APPROVED BY
 COMMISSIONER'S
 COURT

_ / _ / _
 DATE

Rene Guerra
 DEPARTMENT HEAD SIGNATURE

 ATTEST BY COUNTY CLERK

Executive Office of the President Office of National Drug Control Policy		AWARD Grant	Page 1 of 1
1. Recipient Name and Address Mr. Ramon Garcia Hidalgo County Auditor's Office ^{Judge's Office} 3100 S. Closner, Foxtrot Building Edingburg, TX 78539		4. Award Number: G10SS0002A	
		5. Grant Period: From 01/01/2010 to 12/31/2011	
1A. Subrecipient IRS/Vendor No.	6. Date: 4/4/2011	7. Action Initial <input checked="" type="checkbox"/> Supplemental	
Subrecipient Name and Address	8. Supplement Number 2		
2A. Subrecipient IRS/Vendor No.:	9. Previous Award Amount:	\$734,009.00	
3. Project Title McAllen Initiative	10. Amount of This Award:	(\$1,917.00)	
	11. Total Award:	\$732,092.00	
12. The above Grant is approved subject to such conditions or limitations as are set forth in the original award.			
13. Statutory Authority for Grant: Public Law 111-117			
AGENCY APPROVAL		RECIPIENT ACCEPTANCE	
14. Typed Name and Title of Approving Official Michael K. Gottlieb Acting National HIDTA Director		15. Typed Name and Title of Authorized Official Ramon Garcia Hidalgo County Auditor's Office ^{Judge's Office}	
16. Signature of Approving ONDCP Official <i>Michael K. Gottlieb</i>		17. Signature of Authorized Recipient/Date	
AGENCY USE ONLY			
18. Accounting Classification Code DUNS: 103110834 EIN: 1746000717A4		19. HIDTA AWARD OND10B3SE1011 OND2000000 OC 4101 JID: 23758	

Initiative Cash by HIDTA

FY 2010

Current Budget (net of reprogrammed funds)

HIDTA	Agency Name	Initiative	Cash	Type	Grant
SWB - South Texas	Hidalgo County Auditor's Office	Director's Administrative Support Element	0.00	Administration	G10SS0002A
		South Texas HIDTA McAllen Initiative	732,092.00	Investigation	G10SS0002A
Agency Total : Hidalgo County Auditor's Office			732,092.00		
Total			732,092.00		

Budget Detail

2010 - SWB - South Texas

Initiative - South Texas HIDTA McAllen Initiative

Award Recipient - Hidalgo County Auditor's Office (G10SS0002A)

Resource Recipient - Hidalgo County District Attorney's Office

Current Budget (net of reprogrammed funds)

(\$1,917.00)

Services	Quantity	Amount
Services		(\$1,917.00)
Total Services		(\$1,917.00)
Total Budget		(\$1,917.00)



EXECUTIVE OFFICE OF THE PRESIDENT
OFFICE OF NATIONAL DRUG CONTROL POLICY
Washington, D.C. 20503

April 4, 2011

Mr. Ramon Garcia
Hidalgo County Auditor's Office
3100 S. Closner, Foxtrot Building
Edingburg, TX 78539

Dear Mr. Garcia:

Grant number G10SS0002A has been decreased and now totals \$732,092.00.

The original of Modification 2 is enclosed. If you accept this Modification, sign the Modification and return a copy to the Assistance Center in Miami. Keep the original Modification for your file.

All terms and conditions of the original award apply to the Modification. If you have any questions pertaining to this grant award, please feel free to contact Lisa Newton at (202) 395-6639.

Sincerely,

A handwritten signature in black ink that reads "Michael K. Gottlieb". The signature is written in a cursive, slightly stylized font.

Michael K. Gottlieb

Acting National HIDTA Director

Enclosures

AI-26580

13.A.

**Park equipment - City of Hidalgo Memorial Park
CC REGULAR**

Date: 05/17/2011
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 Hidalgo is requesting authority to purchase park, recreational equipment for Hidalgo Memorial Park through Hidalgo County's membership and participation with Buy Board (Texas Association of School Boards) approved vendor Park Place Recreation Design (contract # 346-10) in the amount of \$196,405.00 (quote attached hereto). The City of Hidalgo UCP Year 20 & 22 (2007 & 2009) Parks, Recreational Facility funds will be utilized.

BACKGROUND

The purchase of a 40' X 35' rectangle splash pad will include a mechanical system, water play structures, installation, recirculation system, mechanical installation, slab, equipment for enclosure, and delivery/freight will be purchased for use at the Hidalgo Memorial Park located on 610 Patsy Drive in Hidalgo, Texas. Payment in the amount of \$196,405.00 will include warranties, customer assistance, installation and delivery. Delivery is expected within 30-60 days.

Vendor:	Park Place Recreation Design
Funds Available:	\$ 53,693.87 Year 20 (2007) Parks, Recreational Facilities
	\$111,714.00 Year 22 (2009) Parks, Recreational Facilities
City Funding:	\$ 30,997.13 City of Hidalgo funds
Total Purchase Amount:	\$196,405.00

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Urban County Funds
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Vendor:	Park Place Recreation Design
---------	------------------------------

Funds Available:	\$ 53,693.87 Year 20 (2007) Parks, Recreational Facilities
	\$111,714.00 Year 22 (2009) Parks, Recreational Facilities
City Funding:	\$ 30,997.13 City of Hidalgo funds
Total Purchase Amount:	\$196,405.00

Attachments

Link: [purchase](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/11/2011 09:43 AM	APRV
2	Manuel Chapa	Manuel Chapa	05/11/2011 05:01 PM	APRV
3	Auditor's Office		05/12/2011 05:18 PM	PEND

Form Started By: Estella Webber

Started On: 05/10/2011 02:16 PM

Final Approval Date: 05/12/2011

COUNTY OF HIDALGO - URBAN COUNTY PROGRAM

Hidalgo - Parks, Recreational Facilities

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: Bob Ahrens Phone: 1-800-626-0238
 Purchase #1 Vendor Name: Park Place Recreation Design, Inc. Contract No.: 346-10

Quantity	Description of Items	Price per Unit	Total Amount
1	Concrete Pad	\$16,200.00	\$16,200.00
1	Mechanical System (plumbing, schedule 40 pvc)	\$21,475.00	\$21,475.00
1	Water Play Structures, Systems & Design	\$33,510.00	\$33,510.00
1	Water Play Structures Assembly & Install	\$ 3,200.00	\$ 3,200.00
1	Equipment, Freight/Delivery	\$ 3,850.00	\$ 3,850.00
1	Site/Earthwork/Excavation for recirculating system	\$ 7,800.00	\$ 7,800.00
1	Complete recirculation system (includes filtration loop, feature pump, chemical controllers, water storage vault, underground, UV secondary disinfection, additional freight, and design)	\$89,000.00	\$89,000.00
1	Mechanical installation for recirculating system (schedule 40 pvc)	\$13,200.00	\$13,200.00
1	Slab for mechanical room	\$ 2,100.00	\$ 2,100.00
1	Equipment enclosure for recirculating system	\$ 7,500.00	\$ 7,500.00
1	5% BuyBoard discount on spray features	(\$ 1,430.00)	(\$ 1,430.00)

TOTAL:	\$196,405.00
---------------	---------------------

Recommendation: This purchase will include minor construction; purchase may be approved so long as Davis Bacon wage standards are adhered to. Payrolls and back-up documentation (such as Monthly Utilization Reports and Deduction Forms) must be collected from the prime contractor, Park Place Recreation Design, Inc. and any/all of their subcontractors in order to process payments.

Requested by: [Signature] Date 5/19/11 UCP Approval: [Signature] Date 5/19/11

100-84107
W

John David Franz, Mayor
Alvin Samano, Mayor Pro-Rem

COUNCIL MEMBERS

Siglinde Franz
Daniel Dillard, II
Pedro Fonseca
Guillermo Ramirez

Joe Vera, III - City Manager, CECD, CFE

May 9, 2011

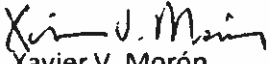
Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

Attn: Candace J. Armenta

Re: City of Hidalgo portion-Splash Pad

Enclosed is a check for 30,997.13 for the remaining balance of the Splash Pad that is being purchased for the City Parks and Recreation program. If you have questions or need additional information please let us know.

Respectfully,


Xavier V. Morón
Finance Director
Hidalgofinance@aol.com

Handwritten initials: JVB



Customer #: URBAN COUNTY PROGRAM 5/9/2011 Chk#: 76021

INVOICE	DATE	AMOUNT	INVOICE NUMBER	DATE	AMOUNT
---------	------	--------	----------------	------	--------

ARKS, RECREATIONAL FACILITIE: 5/9/2011 \$30,997.13
PARKS, RECREATIONAL FACILITIES FUNDING PROJECT

Handwritten initials/signature

Total: \$30,997.13

PRINTED IN U.S.A.

LCK85111B RE-ORDER FROM STAPLES BUSINESS ADVANTAGE

CITY OF HIDALGO
(956) 843-2286
704 E TEXANO
HIDALGO, TX 78557
(956) 843-2286



BBVA COMPASS BANK - GF
McAllen, TX 78501

CHECK NO. 76021

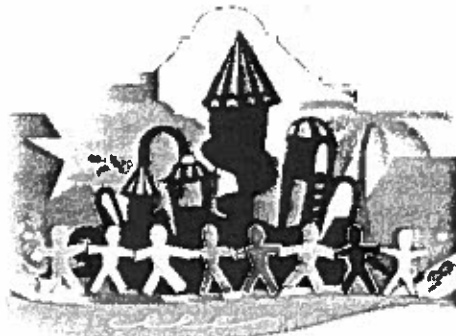
** Thirty Thousand Nine Hundred Ninety-Seven And 13/100 Dollars **

DATE 5/9/2011 AMOUNT \$30,997.13

PAY TO THE ORDER OF URBAN COUNTY PROGRAM
100 EAST CANO
2ND FLOOR
EDINBURG, TX 78539

ASmano
AUTHORIZED SIGNATURE
Kim V. Martin
AUTHORIZED SIGNATURE

076021 1130105470 40000701

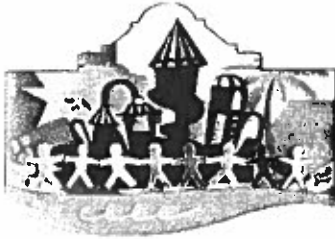


PARK PLACE
RECREATION DESIGNS, INC.
The Fun Starts HERE!

City of Hidalgo, TX

**Municipal Park
Proposal for Splash Pad**

April 21, 2011



PARK PLACE
RECREATION DESIGNS, INC.
The Fun Starts Here!



BuyBoard Contract #346-10

Total Project Budgeting Work Sheet- April 21, 2011

Project: City of Hidalgo Municipal Park Splash Pad

Pricing Data:

40' X 35' Rectangle

Splash Pad Area	Number of Water Play Structures	Total GPM	Distance To Mech. System	Cost of Water Play Struc.& Sys.
1400	17	125	50 ft.	\$ 32,400

Recirculating Splash Pad System:

Concrete Pad (5" thick, #4 rebar on 6" grid, thickened at water features)	\$ 16,200
Mechanical system (plumbing, schedule 40 pvc)	\$ 21,475
**Water Play Structures, Systems, & Design	\$ 33,510
Water Play Structures Assembly & Install	\$ 3,200
Equipment Freight/Delivery	\$ 3,850
Site/earthwork/excavation for recirculating system	\$ 7,800
Complete recirculation system (includes filtration loop, feature pump, chemical controllers, water storage vault underground, UV secondary disinfection, additional freight, and design)	\$ 89,000
Mechanical installation for recirculating system (schedule 40 pvc)	\$ 13,200
Slab for mechanical room	\$ 2,100
Equipment enclosure for recirculating system	\$ 7,500
Subtotal	\$ 197,835.00
Less 5% BuyBoard Discount on spray features	\$ (1,430)

Total Proposed Price, One Splash Pad: \$ 196,405.00

Notes:

- City to provide electrician for electric connections in mechanical room
- System will require 3 phase electric power at site- to be provided by city
- Price does not include permits or bonds-- these are available at an additional cost
- Pricing based on water, waste & power being available at site & brought to mechanical system area.
- Any additional drawings associated with project outside of splash pad to be by owner's representative.
- Pricing does not include perimeter or approaching sidewalk accesses, landscaping, or fencing for splash pad area.
- City to provide level site for construction of splash pad.
- Price includes ARC's Play Features and Standard Recirculating System
- Pricing excludes sealed engineering stamp for design and construction documents.
- City to provide backflow prevention device

Vendor Contract Information

Proposal Documents

[Back](#)

Vendor: Park Place Recreation Design, Inc.

Address: 4225 Woodburn
San Antonio, TX 78218

Phone: (210) 821-5878

Contact: Marilyn Ahrens

Email: marilyn@miracleparkplace.com

Federal ID: 74-2336170

Accepts RFQs: Yes

Contract: Parks, Recreation & Field Lighting Products & Installation #346-10

Effective Date: 10/1/2010

Expiration Date: 9/30/2013

Payment Terms: Net 30 days

Delivery Days: 30

Shipping Terms: Freight prepaid by vendor and added to invoice

Freight Terms: FOB Shipping Point

Ship Via: Common Carrier

Quote Reference Number:

346-10

Regions Served: Texas Regions 1-3, 13, 15, 20

States Served: Texas

Return Policy: 20% restocking fee.

[\[Log Out \]](#)

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**Planning Department
CC REGULAR**

Date: 05/17/2011
Submitted By: Nora Cavazos, PLANNING DEPT.
Submitted For: Raul Sesin
Department: PLANNING DEPT.
Agenda Category: Planning Department

Information

CAPTION

1. Discussion and possible action on authorizing County Judge or designee to sign application for driveway permit for Dollar General Monte Alto

2. Reimbursement of Cash Deposit
 - a. Encore Ranches Subdivision – Pct. 4 (Richard Garza)
 - b. Moulin Rouge Subdivision – Pct. 4 (Richard Garza)
 - c. Riviera Ranches Phase I – Pct. 1 (Richard Garza)
 - d. Sahara Estates Subdivision – Pct. 4 (Richard Garza)
 - e. Texas Station Subdivision – Pct. 4 (Richard Garza)

BACKGROUND

Fiscal Impact

Attachments

- Link: [policy of multi-family lots](#)
Link: [TxDot Entrance Permit - Dollar General Monte Alto](#)
Link: [Dollar General Monte Alto Plan](#)
Link: [Certificate of Water Service Availability](#)
Link: [Encore Ranches - reimbursement](#)
Link: [Moulin Rouge - reimbursement](#)
Link: [Riviera Ranches - reimbursement](#)
Link: [Sahara Estates - reimbursement](#)
Link: [Texas Station - reimbursement](#)

Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
1		Budget & Management	Erika Zamora	05/11/2011 04:36 PM	APRV
2		Olga Garza	Olga Garza	05/11/2011 05:02 PM	APRV
3		Auditor's Office		05/12/2011 05:18 PM	NEW

Form Started By: Nora Cavazos
Started On: 05/11/2011 02:54 PM
Final Approval Date: 05/12/2011



PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Segin, P.E., CFM
PLANNING ADMINISTRATOR

MEMORANDUM

To: Hidalgo County Commissioners' Court

From: Raul E. Segin, P.E., C.F.M., Planning Administrator *RS 5-11-11*

Date: May 11, 2011

Via: Court Agenda

Re: Policy of Multi-Family Developments Within Single Family Lots

C: Erika Reyna, Economic Development Planner

We have received a complaint from a developer regarding our current "policy" of allowing multi-family developments within restricted single-family lots with proper planning i.e. (off-street parking plan, ossf plan, and fire marshal approval).

We also have correspondences from both the Attorney General's Office and the Texas Water Development Board that refer to Chapter 364, Model Subdivision Rules, Section 364.37 which states "proposals which include multi-family residential shall include adequate, detailed planning materials as required for determination of proper water and wastewater utility type and design.

I am asking the Court to consider which direction it would like to go with regard to these two differing opinions. We have no objection to either determination, but would like to obtain a final decision from the Court.

You may contact me at (956) 318-2840 with any questions regarding this matter.

Thank You.

*** END OF MEMORANDUM ***

system is in compliance with the Texas Health and Safety Code, Chapter 366 and rules in 30 TAC Chapter 285, and in particular ' '285.4, 285.5 and 285.30 - 285.39. In addition to the unsatisfactory on-site disposal systems listed in 30 TAC ' 285.3(i), pit privies and portable toilets are not acceptable waste disposal systems for lots platted under these rules.

Adopted effective 2/10/00

Amended effective February 10, 2004

' 364.34. Greywater Systems for Reuse of Treated Wastewater.

- (a) Organized or municipal sewerage systems. Any proposal for sewage collection, treatment and disposal which includes greywater reuse shall meet minimum criteria of 30 TAC Chapter 210 promulgated and administered by the commission.
- (b) On-site sewerage facilities. Any proposal for on-site sewage disposal which includes provisions for greywater use shall meet the minimum criteria of 30 TAC Chapter 285.

Adopted effective 2/10/00

Amended effective February 10, 2004

' 364.35. Sludge Disposal. The disposal of sludge from water treatment and sewerage facilities shall meet the criteria of 30 TAC Chapter 312 and Chapter 317.

Adopted effective 2/10/00

' 364.36. Setbacks. In areas that lack a nationally recognized fire code as listed in Local Government Code, ' 233.062(c) and lack water lines sized for fire protection, setbacks from roads and right-of-ways shall be a minimum of 10 feet, setbacks from adjacent property lines shall be a minimum of five feet, and shall not conflict with separation or setback distances required by rules governing public utilities, on-site sewerage facilities, or drinking water supplies. Setback lines required elsewhere in the orders or rules of the county shall control to the extent greater setbacks are therein required.

Adopted effective 2/10/00

Amended effective February 10, 2004

' 364.37. Number of Dwellings Per Lot. No more than one single family detached dwelling shall be located on each lot. A notation of this restriction shall be placed on the face of the final plat. This restriction shall be placed in all deeds and contracts for deeds for real estate sold within the subdivision. Proposals which include multi-family residential shall include adequate, detailed planning materials as required for determination of proper water and wastewater utility type and design.

Adopted effective 2/10/00

APPLICATION FOR DRIVEWAY PERMITS

Applicant's Name: Hidalgo County Phone Number : (956) 318-2840

Mailing Address: 1304 S. 25th Edinburg, TX. 78542

ENTRANCE LOCATION: Highway: FM 88 Which side of Hwy?: East

Distance to nearest road or street intersection: Intersection of Ash St. and FM 88

Type: Asphalt, Caliche, Concrete, Gravel, Other: _____

Residential Commercial Public

Frontage of property along the highway: 180.00 ft. Width of drive(s): 24 ft. Radius: 43 ft.

Distance between proposed drives: N/A ft. Drive near Expwy Ramp: YES OR NO

In City Limits? YES or NO If yes, what City? Monte Alto

April 1, 2011

Date
Raul E. Sesin, P.E. / (956) 318-2840

Contact Person/ Phone #

Print Name

Signature

**NOTE: NO PERMIT FEE IS REQUIRED TO OBTAIN ENTRANCE PERMIT.
NOTE: ALL MATERIALS SUCH AS ASPHALT, CALICHE, SLOPE ENDS, REINFORCED CONCRETE PIPES,
ETC. MUST BE AT THE JOB SITE BEFORE STARTING JOB.**

FOR DEPARTMENT USE ONLY:

Type of Section: Curb and Gutter _____ Ditch _____ Are side drains needed? YES or NO

Distance from R.O.W. line to edge of pavement: _____ ft. Back of curb _____ ft.

Control & Section No. _____ Radius of drive to be _____ ft.

Size of Pipe: _____ Are safety ends to be provided by the Department? YES or NO

Existing entrances to the property: Width _____ ft. Radii: _____ ft.

Size of existing pipe: _____.

Distance of existing drive from _____ lot line: _____ ft.

Distance between existing and proposed drive(s): _____ ft.

Does public side road or side street adjoin this property? YES OR NO

If yes, on which side of property: _____ Width of side road or street ROW _____ ft.

Width of road or street ROW to edge of surface: _____ ft. Turnout radius: _____ ft.

Width of road or street surface: _____ ft. Back of curb: _____ ft.

Distance from side road or street ROW to edge of surface: _____ ft. Back of curb _____ ft.

Size of pipe under existing side road or street: _____

Remarks: _____

DATE

DEPARTMENT INSPECTOR

DATE

AREA ENGINEER



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: _____

HIDALGO COUNTY CERTIFICATE OF WATER SERVICE AVAILABILITY UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)

Upon the application of:

Name: Tomas Garcia

Address: 5909 ELISAS
Mission TX
78574

Phone: (956) 222-74-68

Approved by Environmental Health:	Temporary Service _____ Authorized Signature	Final Service _____ Authorized Signature
Inspection/Permit No: Date Approved:	_____ / /	_____ / /

Water Supplier: _____

Utility Provider: M.V.E.C. AEP

Account/ESI No.: _____
 Temporary Pole Permanent Service

who is the person requesting utility service to subdivided land ("land") described as follows:

.68 ac. out the south 5.71 ac. of lot 130 Nick Doffing s/p #1

[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]

and who has submitted to the court an affidavit as required by Local Govt. Code Sec. 232.029 (f), on _____, 20____, the Hidalgo County Commissioners Court approved the issuance of this certificate stating as follows (strike through the statement that does not apply)

~~The land was not subdivided after September 1, 1995, and water service is available within 750 feet of the land.~~

-OR-

The land was not subdivided after September 1, 1995, and water service is available more than 750 feet from the subdivided land and the extension of water service to the land may be feasible, subject to a final determination by the water service provider.

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST:

Hidalgo County Clerk

Date



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Precinct 1 2 3 4

Raul E. Sesin, P.E., CFM
Planning Administrator

Application No: _____

**AFFIDAVIT
TO APPLY TO THE COUNTY OF HIDALGO
FOR CERTIFICATE OF WATER SERVICE AVAILABILITY
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)**

[Note: To be eligible, the land must not have been subdivided after September 1, 1995.]

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this day personally appeared

Tomas Garcia

Known to me [or proved to me in the oath of _____ or through
TXDL 14504624 (description of federal or state government ID card with photograph and signature)],
who swore on oath that the following two statements are true:

1. "I am requesting utility service to the following described land:

Doffing # 1, Lot 130, Imps AN."

[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]

2. "The land described above has been sold or conveyed to me."

AND [strike through the statement below that does not apply]

3A. "The land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1995."

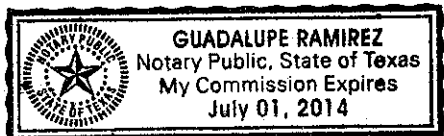
~~-OR-~~

3B. "The land was on August 31, 1999, located in the extraterritorial jurisdiction of a municipality as determined by Local Govt. Code Chapter 42; and the land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1999."

[Signature]

(Signature)

SUBSCRIBED AND SWORN TO before me on May 06, 2011, to certify which, witnesses my hand and seal of office.



[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

2/17/2009 22-7468

Property ID and Legal Description R544919 D6000-96-000-0130-01 DOFFING #1, LOT 130, IMPS ONLY-NEW FOR 1986	Tax Year: 2010	Owner Information GARCIA, TOMAS (0553746) 344 JEFF DB PH: 800-785-7741	Last Inspected 02/24/2009 (G9)	Market Value \$6,931	Card Printed 08/24/2009	Card # 1	Map ID
Property Status Address 9740 Brushline Rd			Next Inspection/Reason Next Inspection/Reason NEW STG 09	Assessed Value \$6,931	Comments		

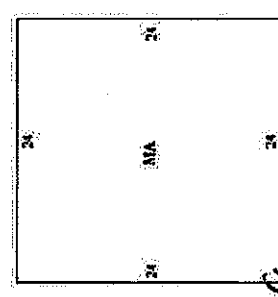
Match ID	15	12	12	12
Neighborhood	14	14	14	14
Taxing Unit Information DR1:GRD:ICC:R09:SL:SS1				
Topography				
Access				
Other				

Const Style RES	Foundation CBK	Ext. Finish FRM	Int. Finish SRK	Roof Style GAB-CMP	Flooring LJN
Heat/A/C	Plumbing 1	Fireplaces	Rooms	Restrooms	
Date	Price	Seller	Book/Instrument	Page	

Type	Description	St Cd, HS, Type	Class	Area	Area Factor	Adjusted Area	Perimeter	Unit Price	Yr. Bilt / Adj. Est	Cont	% Gd	Ph %	Exp %	Fin %	% Comp	Value
MA	Main Area	A1 N R	1M	576	100	576	96	26.59	1955-1963		40	100	100	100		6,117
CAN	Canopy	A1 N SP		210	100	210	58	2.50	1995-1963		100	40	100	100		210
STG	Storage	A1 N SP		168	100	168	52	4.50	1995-1963		100	40	100	100		302
STG	Storage	A1 N SP		168	100	168	52	4.50	-1963		100	40	100	100		302
NBH% 100																
TOTAL																
6,931																

Type	Description	Table	ST Cd	HS	Meth	Area	Unit Price	Func %	Econ %	Adj %	Market Value	Ag Tbl	Meth	Ag Unit Pr	Ag Value
Lapd Information															
TOTAL															
0															
EFF. ACRES															
TOTAL															
0															

MISSISSAUGA
785-7468



515
8-24-09

No.

8-30-1972

Received from

TOMAS GARCIA

102.95 x 100.0 FT.

Dollars

For 100.00 PAGO DE LOTE

\$ 100.00

Quinto y mas

The State of Texas,

905707

Know All Men by These Presents:

County of HIDALGO

THAT DOMINGO NEVAREZ

of the County of HIDALGO

State of TEXAS

for and in consideration

of the sum of

Ten and No/100 ---(\$10.00) -----DOLLARS
And other valuable consideration

to in hand paid by Tomas Garcia and wife Maria Del Socorro Garcia

as follows:

0.68 Acres of Land out of the South 5.71 Acres of Lot 130, The Nick Doffing Subdivision No: 1, Hidalgo County, Texas and which 0.68 acres are more completely described as follows: below:

has Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said TOMAS GARCIA AND wife MARIA DEL SOCORRO GARCIA

whose mailing address is Rt. 20 Box 1271-L --- City of Mission all that certain of the County of HIDALGO State of TEXAS

THENCE, with the South line of the South 5.71 acres of Lot 130, S. 81*10' E., 7.25.0 ft to a point for the place of Beginning and Southwest corner of these 0.68 acres;

THENCE, N. 8*50' E., 117.95 Ft., to a point for the N.W. corner of these 0.68 Acres;

THENCE, S. 81* 10' E., 250.Ft. to a point for the N.E. corner of these 0.68 Acres

THENCE, S. 8*50' W., 117.95 Ft to a point for the S.E. corner of these 0.68 Acres

THENCE, N. 81* 10' W., 250.0 Ft. to the place of Beginning.

CLAUSE:

The above mentioned property does not have any utilities such as electricity, water, etc.

SUBJECT TO: 20 ft. easement on the North side for road.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said

Tomas Garcia and wife Maria Del Socorro Garcia

heirs and assigns forever and do hereby bind

heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said

Tomas Garcia and wife Maria Del Socorro Garcia

heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS hand at Mission, Texas

this 15th day of Sept. , 2000

Witness at Request of Grantor:

x Domingo Nevarez
Domingo Nevarez

(Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 15th day of September, 2000 by Domingo Nevarez



My commission expires: December 31, 2000

Eulalio Munoz, Jr.
Notary Public, State of Texas
Notary's printed name: Eulalio Munoz, Jr.

Texas Department of Licensing and Regulation

Water Well Driller/Pump Installer Program
P.O. Box 12157, Austin, Texas 78711 (512) 463-8770 FAX (512) 463-8616
Toll Free (800) 893-9202
Email: water.well@license.state.tx.us

Report of Undesirable Water or Constituents

To be completed by the Well Driller: (Type or Print)

1. Well Driller: Delbert T. Killinger Jr

Company Name: Killinger's WaterWell Drilling

Address: P.O. Box 2724 Mission TX 78573
(street or RFD) (city) (state) (zip)

2. Landowner or Well Owner: Tomas Garcia

Address: 9740 Brushline Rd. Mission TX 78574
(street or RFD) (city) (state) (zip)

3. Location of Well: County Hidalgo See Attached Map

Lat.: _____ Long.: _____ Grid No.: 87-46-1

8 Miles on North Brushline Rd.
(Hwy or Rd) from (Hwy or Rd) from (Hwy or Rd)

NW of Mission
(NE, SW, etc.) (town)

4. Reason for Report:
 Naturally-occurring, poor-quality groundwater encountered;
 Hydrocarbon contamination encountered (includes gasoline, diesel, etc.);
 Hazardous material/hazardous waste contamination encountered;
 Other, describe _____

5. Date Well Drilled: 6-08-06 Type Well: water well

6. Has a State Well Report form relating to this well been forwarded to the Texas Department of Licensing and Regulation? Yes No Date: 7-31-06

7. I certify that while drilling, deepening or altering the above described well, undesirable water or constituents was encountered and the landowner or well owner was informed by certified mail (recommended) that such well must be completed or plugged in accordance with 16 TAC Chapter 76

Date: 7-31-06 Cert. Mail No.: 7003 1680 0004 6663 9878

Licensed Well Driller: Delbert T Killinger Jr Lic. No.: 54348A

Driller's Signature: Delbert T Killinger Jr

Send Original Copy by certified mail to TDLR, PO Box 12157, Austin, TX 78711
Send a Copy by certified mail (recommended) to the Landowner or Well Owner
Keep a Copy for the Well Driller's records

450852

Adolfo Rosales

CUSTOMER'S ORDER NO.		DATE <i>5/15/06</i>				
NAME <i>TOMAS GARCIA</i>						
ADDRESS <i>9740 Brushline Rd</i>						
CITY, STATE, ZIP <i>MISSION TEX 78574</i>						
SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	PAID OUT
QUAN.	DESCRIPTION			PRICE	AMOUNT	
1						
②			<i>Septa Tank</i>			
3			<i>1 1/2" pie de drenaje</i>			
4			<i>3' de Ancho</i>			
5			<i>total</i>			<i>850.00</i>
6						
7						
8						
9						
10						
11						
12						<i>850.00</i>
RECEIVED BY						

adams 4705

KEEP THIS SLIP FOR REFERENCE



PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Segin, P.E.
Planning Administrator

TO: JUDGE RAMON GARCIA
COUNTY COMMISSIONER'S COURT

FROM: RAUL E. SESIN, P.E., PLANNING ADMINISTRATOR

DATE: MAY 11, 2011

RE: ENCORE RANCHES SUBDIVISION – PCT. 4

ON NOVEMBER 10, 2009, THE HIDALGO COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH A FINANCIAL GUARANTEE FOR THE ABOVE REFERENCED SUBDIVISION. A CASH DEPOSIT IN THE AMOUNT OF \$36,000.00 WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF THIRTY SIX (36) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT IN THE AMOUNT OF \$13,000.00 DOLLARS FROM THE CASH DEPOSIT. THIS REFLECTS THE INSTALLATION OF THIRTEEN (13) SEPTIC TANK SYSTEMS. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT THIRTY SEPTIC TANKS HAVE BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF \$13,000.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	\$ 36,000.00
1 ST REIMBURSEMENT	\$ 17,000.00
2 ND REIMBURSEMENT	\$ 13,000.00
BALANCE REMAINING	\$ 6,000.00



PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

HIDALGO COUNTY PLANNING DEPARTMENT

o UTILITY CERTIFICATE REVIEW FEE
Acct # - 1100-341-30-210-003-0-000
Permit No. _____
TOTAL _____

o SUBDIVISION FEES
Acct # - 1100-341-30-210-001-0-000
Filing/Review Fee _____
2% Inspection Fee _____
Maps _____
Subd. Rules Book _____
Other _____
TOTAL _____

o ESCROW
Acct # - 1100-211-00-000-018-0-000
1/3 Paving _____
Septic Tank - \$32,000.00
Other _____
TOTAL \$32,000.00

Date 10/22 2009

Received of: Garco, LTD \$ 36,000.00
Thirty six thousand + 00/100 Dollars

Subdivision: Encore Ranches

Cash - Check # 009893 M.O. # -

Received by: Juan C. Castillo

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 2
RECEIPT
Nº 61430 - 2

White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy

COUNTY AUDITOR'S FORM RE-PD-0001

ORIGINAL CHECK IS PRINTED ON CHEMICAL REACTIVE PAPER AND HAS MICRO PRINTING IN THE SIGNATURE LINE

GARCO, LTD.
3910 W. Freddy Gonzalez Dr.
Edinburg, Texas 78539

First National Bank 80-2141
Customer Service (858) 390-6530
P.O. Box 810, Edinburg, TX 78540-0810 1149

009893
10/19/2009

PAY TO THE ORDER OF HIDALGO COUNTY \$ **36,000.00

Thirty-Six Thousand and 00/100 DOLLARS

HIDALGO COUNTY

MEMO ENCORE RANCHES

⑈009893⑈ ⑆114921415⑆ ⑈0140003924⑈



PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator



Hidalgo County Health and Human Services Department

1304 S. 25th Street • Edinburg, Texas 78542
Tel: (956) 383-6221 • Fax: (956) 383-8864

Iván Meléndez, M.D., M.B.A.
Health Authority / Chief Physician

Eduardo Olivarez
Chief Administrative Officer

May 11, 2011

Hidalgo County Planning Department
Mr. Raul E. Sesin
1304 S. 25 Th St.
Edinburg, TX 78539

RE: ENCORE RANCHES

According to our records (30) of the septic tank systems for Encore Ranches Subdivision a 36 lot Subdivision, located on North Hwy 83 & Curry Road have been installed. They have been inspected and can be expected to function satisfactorily.

Sincerely,

Chardo Ramos,
Asst. Chief Inspector

aa



PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

TO: JUDGE RAMON GARCIA
COUNTY COMMISSIONER'S COURT

FROM: RAUL E. SESIN, P.E., PLANNING ADMINISTRATOR

DATE: MAY 11, 2011

RE: MOULIN ROUGE SUBDIVISION – PCT. 4

ON AUGUST 31, 2010, THE HIDALGO COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH A CASH DEPOSIT FOR THE ABOVE REFERENCED SUBDIVISION. THE CASH DEPOSIT WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF TWELVE (12) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT IN THE AMOUNT OF \$5,000.00 DOLLARS FROM THE CASH DEPOSIT. THIS REFLECTS THE INSTALLATION OF FIVE (5) SEPTIC TANK SYSTEMS. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT FIVE SEPTIC TANKS HAVE BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF \$5,000.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	\$12,000.00
1 ST REIMBURSEMENT	\$ 5,000.00
BALANCE REMAINING	\$ 7,000.00



PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

HIDALGO COUNTY PLANNING DEPARTMENT

o UTILITY CERTIFICATE REVIEW FEE	
Acct # - 1100-341-30-210-003-0-000	
Permit No. _____	
TOTAL	_____

o SUBDIVISION FEES	
Acct # - 1100-341-30-210-001-0-000	
Filing/Review Fee	_____
2% Inspection Fee	_____
Maps	_____
Subd. Rules Book	_____
Other	_____
TOTAL	_____

o ESCROW	
Acct # - 1100-211-00-000-018-0-000	
1/3 Paving	_____
Septic Tank - (12)	12,000.00
Other	_____
TOTAL	12,000.00

Date Aug. 12 20 10

Received of: Garco, Ltd. \$ 12,000.00

Twelve thousand and 00/100 Dollars

Subdivision: Moulin Rouge

Cash _____ Check # 010848 M.O. # _____



THE STATE OF TEXAS
COUNTY OF HIDALGO

Received by: Raul E. Sesin

Precinct No. 2
RECEIPT
Nº 62840-2

White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy

COUNTY AUDITOR'S FORM RE-PD-0001

ORIGINAL CHECK IS PRINTED ON CHEMICAL REACTIVE PAPER AND HAS MICRO PRINTING IN THE SIGNATURE LINE



GARCO, LTD.
3910 W. Freddy Gonzalez Dr.
Edinburg, Texas 78539

First National Bank
Member FDIC
Customer Service (856) 690-8850
P.O. Box 810 Edinburg, TX 78540-0810

80-2141
1149

010848

7/13/2010

PAY TO THE ORDER OF HIDALGO COUNTY \$ **12,000.00

Twelve Thousand and 00/100 DOLLARS

HIDALGO COUNTY

MEMO MOULIN ROUGE

⑈010848⑈ ⑆114921415⑆ ⑈0140003924⑈



PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Segin, P.E.
Planning Administrator



Hidalgo County Health and Human Services Department

1304 S. 25th Street • Edinburg, Texas 78542
Tel: (956) 383-6221 • Fax: (956) 383-8864

Iván Meléndez, M.D., M.B.A.
Health Authority / Chief Physician

Eduardo Olivarez
Chief Administrative Officer

May 11, 2011

Hidalgo County Planning Department
Mr. Raul E. Segin
1304 S. 25 Th St.
Edinburg, TX 78539

RE: MOULIN ROUGE

According to our records (5) of the septic tank systems for Moulin Rouge Subdivision a 12 lot Subdivision, located on N Sioux Road & E Tower Road have been installed. They have been inspected and can be expected to function satisfactorily.

Sincerely,

Chardo Ramos,
Asst. Chief Inspector

aa



PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

TO: JUDGE RAMON GARCIA
COUNTY COMMISSIONER'S COURT

FROM: RAUL E. SESIN, P.E., PLANNING ADMINISTRATOR

DATE: MAY 11, 2011

RE: RIVIERA RANCHES PHASE I SUBDIVISION – PCT. 1

ON DECEMBER 13, 2010, THE HIDALGO COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH A CASH DEPOSIT FOR THE ABOVE REFERENCED SUBDIVISION. THE CASH DEPOSIT WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF TWENTY SEVEN (27) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT IN THE AMOUNT OF \$19,000.00 FROM THE CASH DEPOSIT. THIS REFLECTS THE INSTALLATION OF NINETEEN (19) SEPTIC TANK SYSTEMS. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT NINETEEN (19) SEPTIC TANKS HAVE BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF \$19,000.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	\$27,000.00
1 ST REIMBURSEMENT	\$19,000.00
BALANCE REMAINING	\$ 8,000.00



PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

○ UTILITY CERTIFICATE REVIEW FEE Acct # - 1100-341-30-210-003-0-000 Permit No. _____ TOTAL _____		HIDALGO COUNTY PLANNING DEPARTMENT Date <u>Nov. 30</u> 20 <u>10</u>	
○ SUBDIVISION FEES Acct # - 1100-341-30-210-001-0-000 Filing/Review Fee _____ 2% Inspection Fee _____ Maps _____ Subd. Rules Book _____ Other _____ TOTAL _____		Received of: <u>Garco, Ltd.</u> \$ <u>27,000.00</u> <u>Twenty seven thousand and 00/100</u> Dollars	
○ ESCROW Acct # - 1100-211-00-000-018-0-000 1/3 Paving _____ Septic Tank - <u>27,000.00</u> Other _____ TOTAL <u>27,000.00</u>		Subdivision: <u>Riviera Ranches</u> Cash _____ Check # <u>011112</u> M.O. # _____ Received by: <u>[Signature]</u>	
		 THE STATE OF TEXAS COUNTY OF HIDALGO	
		Precinct No. 2 RECEIPT Nº 63379-2	
White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy		COUNTY AUDITOR'S FORM RE-PD-0001	

ORIGINAL CHECK IS PRINTED ON CHEMICAL REACTIVE PAPER AND HAS MICRO PRINTING IN THE SIGNATURE LINE

	GARCO, LTD. 3910 W. Freddy Gonzalez Dr. Edinburg, Texas 78539	First National Bank <small>Member FDIC Customer Service (256) 389-5530 P.O. Box 810 Edinburg, TX 78540-0810</small>	80-2141 1149	011112
			11/16/2010	
PAY TO THE ORDER OF <u>HIDALGO COUNTY</u>				**27,000.00
<u>Twenty-Seven Thousand and 00/100</u>				DOLLARS
MEMO <u>HIDALGO COUNTY</u>				
<u>RIVIERA RANCHES</u>				
		⑈011112⑈ ⑈114921415⑈ ⑈0140003924⑈		



Raul E. Sesin, P.E.
Planning Administrator

PLANNING DEPARTMENT

County Of Hidalgo



Hidalgo County Health and Human Services Department

1304 S. 25th Ave. • Edinburg, Texas 78542
Tel: (956) 383-6221 • Fax: (956) 383-8864

Iván Meléndez, M.D., M.B.A.
Health Authority / Chief Physician

Eduardo Olivarez
Chief Administrative Officer

May 11, 2011

Hidalgo County Planning Department
Mr. Raul E. Sesin
1304 S. 25 Th St.
Edinburg, TX 78539

RE: RIVIERA RANCHES

According to our records (19) of the septic tank systems for Riviera Ranches Subdivision a 27 lot Subdivision, located on Valverde & Moore have been installed. They have been inspected and can be expected to function satisfactorily.

Sincerely,

Chardo Ramos,
Asst. Chief Inspector

aa



PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

TO: JUDGE RAMON GARCIA
COUNTY COMMISSIONER'S COURT

FROM: RAUL E. SESIN, P.E., PLANNING ADMINISTRATOR

DATE: MAY 11, 2011

RE: SAHARA ESTATES SUBDIVISION – PCT. 4

ON MAY 23, 2006, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH A CASH DEPOSIT FOR THE ABOVE REFERENCED SUBDIVISION. THE CASH DEPOSIT WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF THIRTY FOUR (34) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT IN THE AMOUNT OF \$2,000.00 DOLLARS FROM THE CASH DEPOSIT. THIS REFLECTS THE INSTALLATION OF TWO (2) REMAINING SEPTIC TANK SYSTEMS. ATTACHED PLEASE FIND A LETTER FROM THE HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT ALL SEPTIC TANK SYSTEMS HAVE BEEN INSTALLED, INSPECTED AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO APPROVAL FOR REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF \$2,000.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	\$34,000.00
1 ST PARTIAL RELEASE	\$ 6,000.00
2 ND PARTIAL RELEASE	\$19,000.00
3 RD PARTIAL RELEASE	\$ 4,000.00
4 TH REIMBURSEMENT	\$ 2,000.00
5 TH REIMBURSEMENT	\$ 1,000.00
6 TH REIMBURSEMENT	\$ 2,000.00

BALANCE REMAINING \$ 0



PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator



HIDALGO COUNTY PLANNING DEPARTMENT

Nº 355696

May 31, 2006

Official Receipt for Fees

RECEIVED OF: Garco Ltd. \$34,000.00
Thirty four thousand and 00/100 DOLLARS
 SUBDIVISION: Sahara Estates DEVELOPER
 COST OF PAVING _____ COST OF DRAINAGE _____ PCT. _____

FLOODPLAIN ADM. 1100-341-30-210-002-0-000		
Other		
Total		

SUBDIVISION FEES 1100-341-30-210-001-0-000		
Filing/Review Fee		
2% Inspection Fee		
Maps		
Subd. Rules Book		
Other		
Total		

ESCROWS	
1/3 Paving	Acct#
Septic Tanks	06-1100-211-00-000-018-0-000
34 Tanks	34,000.00
Other	
Total	34,000.00

M.O.
 CHECK 4974072816 CASH

Urbano Casarez
 PREPARED BY:

Auditor's Form - ECPD 0001: Rev. 6-04

THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK PRINTED ON THE BACK. THE FRONT OF THE DOCUMENT HAS A MICRO-PRINT SIGNATURE LINE. ABSENCE OF THESE FEATURES WILL INDICATE A COPY.

69-35
519

FIRST NATIONAL BANK⁰¹⁴
 P.O. Box 810 Edinburg, Texas 78540
 (956) 380-8500
 1149

4974072816

GARCO, LTD. Septic Tank Escrow
 REMITTER Sahara Estates 05/31/06

PAY TO THE ORDER OF COUNTY OF HIDALGO
 THIRTY FOUR THOUSAND and 00/100USDollars

AZ [REDACTED] \$***34,000.00**

CASHIER'S CHECK

NOTICE TO CUSTOMERS: THE PURCHASE OF AN INDEMNITY BOND MAY BE REQUIRED BEFORE ANY CASHIER'S CHECK OF THIS BANK WILL BE REPLACED IN THE EVENT IT IS LOST, MISPLACED, OR STOLEN.

Lisa Ruiz
 VICE PRESIDENT ASST CASHIER
 ISSUER ACCEPTS AS DRAWER/DRAWEE

PAYABLE THROUGH
 9&T
 CHARLESTON, WV

⑆051900353⑆00497 40728166⑈



Raul E. Sesin, P.E.
Planning Administrator

PLANNING DEPARTMENT

County Of Hidalgo



Hidalgo County Health and Human Services Department

1304 S. 25th Ave. • Edinburg, Texas 78542
Tel: (956) 383-6221 • Fax: (956) 383-8864

Iván Meléndez, M.D., M.B.A.
Health Authority / Chief Physician

Eduardo Olivarez
Chief Administrative Officer


May 11, 2011

Hidalgo County Planning Department
Mr. Raul E. Sesin
1304 S. 25 Th St.
Edinburg, TX 78539

RE: SAHARA ESTATES

According to our records (34) of the septic tank systems for Sahara Estates Subdivision a 34 lot Subdivision, located on Alberta Rd & Tower have been installed. They have been inspected and can be expected to function satisfactorily.

Sincerely,



Chardo Ramos,
Asst. Chief Inspector

aa



PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

TO: JUDGE RAMON GARCIA
COUNTY COMMISSIONER'S COURT

FROM: RAUL E. SESIN, P.E., PLANNING ADMINISTRATOR

DATE: MAY 11, 2011

RE: TEXAS STATION PH. I SUBDIVISION – PCT. 4

ON DECEMBER 19, 2006, THE HIDALGO COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH A CASH DEPOSIT FOR THE ABOVE REFERENCED SUBDIVISION. THE CASH DEPOSIT WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF TWENTY FIVE (25) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT IN THE AMOUNT OF \$5,000.00 DOLLARS FROM THE CASH DEPOSIT. THIS REFLECTS THE INSTALLATION OF NINETEEN (19) SEPTIC TANK SYSTEMS. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT TWENTY FOUR SEPTIC TANKS HAVE BEEN INSTALLED IN TEXAS STATION PHASE I & PHASE II, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF \$5,000.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	\$25,000.00
1 ST REIMBURSEMENT	\$14,000.00
2 ND REIMBURSEMENT	\$ 5,000.00
BALANCE REMAINING	\$6,000.00



PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator



HIDALGO COUNTY PLANNING DEPARTMENT

No 156793

Official Receipt for Fees

Dec 01, 2006

RECEIVED OF: Garco, Ltd. \$ 25,000.00

Twenty five thousand and 00/100 DOLLARS

SUBDIVISION: Texas Station DEVELOPER

COST OF PAVING _____ COST OF DRAINAGE _____ PCT. _____

FLOODPLAIN ADM.
1100-341-30-210-002-0-000

Other		
Total		

SUBDIVISION FEES
1100-341-30-210-001-0-000

Filing/Review Fee		
2% Inspection Fee		
Maps		
Subd. Rules Book		
Other		
Total		

ESCROWS

1/3 Paving	Acct#
Septic Tanks	<u>11-1100-211-00-000-018-0-000</u>
<u>25 Tanks</u>	<u>25000.00</u>
Other	
Total	<u>25000.00</u>

M.O.

CHECK CASH CASH

Rola D. Cavazos
PREPARED BY:

Auditor's Form - ECPD 0001: Rev. 6-04

ORIGINAL CHECK IS PRINTED ON CHEMICAL REACTIVE PAPER AND HAS MICRO PRINTING IN THE SIGNATURE LINE



GARCO, LTD.
3910 W. Freddy Gonzalez Dr.
Edinburg, Texas 78539

First National Bank
Customer Service (956) 360-9530
P.O. Box 610 Edinburg, TX 78546-0610

80-2141
1149

006055

11/28/2006

PAY TO THE ORDER OF COUNTY OF HIDALGO \$ **25,000.00

Twenty-Five Thousand and 00/100 DOLLARS

COUNTY OF HIDALGO

MEMO TEXAS STATION

006055 114921415

0140003924



PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator



Hidalgo County Health and Human Services Department

1304 S. 25th Street • Edinburg, Texas 78542
Tel: (956) 383-6221 • Fax: (956) 383-8864

Iván Meléndez, M.D., M.B.A.
Health Authority / Chief Physician

Eduardo Olivarez
Chief Administrative Officer

May 11, 2011

Hidalgo County Planning Department
Mr. Raul E. Sesin
1304 S. 25 Th St.
Edinburg, TX 78539

RE: TEXAS STATION I & II

According to our records (24) of the septic tank systems for Texas Station I & II Subdivision a 34 lot Subdivision, located on FM 2812 & Sharp Rd have been installed. They have been inspected and can be expected to function satisfactorily.

Sincerely,

Chardo Ramos,
Asst. Chief Inspector

aa

**Approval of Payment- H & J Holdings
CC REGULAR**

Date: 05/17/2011
Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For: Joe Pena
Department: RIGHT OF WAY DEPT.
Agenda Category: Right of Way

Information

CAPTION

Consideration and approval to purchase a certain tract of land being 0.39 acre tract of land out of Lot 12 Block 31 Alamo Land & Sugar Subdivision - H & J Holdings, LLC.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-122-059-0-711
FUNDS AVAILABLE Y/N?: Y/Pending **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Pending LIT (Refer to Agenda Item 26611).

Attachments

Link: [H & J Holdings](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	05/05/2011 07:47 AM	APRV
2	Olga Garza	Olga Garza	05/12/2011 09:46 AM	APRV
3	Auditor's Office		05/12/2011 05:18 PM	NEW
Form Started By: Sandra Garcia			Started On: 05/04/2011 03:42 PM	
Final Approval Date: 05/12/2011				




HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

Jose N. Peña
Director

MEMO

TO: Commissioner's Court

FROM: Lupe Rodriguez
Right Of Way Agent 

DATE: April 8, 2011

RE: Cesar Chavez/Ridge Road Drainage Easement
H & J Holdomgs

John Petersen, Member, of H & J Holdings, has requested counter on a final amount to be approved.


Please consider.

A copy of Leonel Garza, Jr. & Associates' appraisal and a counter offer letter from Mr. Peterson is enclosed.

Thank you.

Appraised Value:	\$ 4,338.00
Amount requested:	<u>\$ 5,750.00</u>
Difference;	\$ 1,412.00

Approved;



Not Approved: _____



H&J Holdings, LLC

John R. Petersen, Member
2901 Country Club Drive ♦ Rapid City, SD 57702
Confidential Work Phone (605) 721-5704 ♦ Cell Phone: (605) 431-8994 ♦ Email: littlebro5@rap.midco.net

April 8, 2011

Mr. Lupe Rodriguez
Right of Way Agent
Hidalgo Co. ROW dept.
2401 N. Moorefield Road
Mission, TX 78752

RE: Being a 0.39 tract out of lot 12 Block 31 Alamo Land & Sugar S/D

Mr. Rodriguez:

On behalf of the members of H&J Holdings, LLC, I am submitting a counter offer in the amount of \$5,750.00 for the easement on the property referenced above.

If you have any questions, please contact me at your convenience.

Sincerely,

John R. Petersen
Member, H&J Holdings, LLC



REAL ESTATE APPRAISAL REPORT
TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property: Located along the SWC of Cesar Chavez Road and Ridge Road, San Juan, Texas.

District: Pharr

Property Owner: H & J Holding

ROW CSJ: N/A

Address of Property Owner: 2901 Country Club Drive, Rapid City, South Dakota 57702

Parcel: N/A

Occupant's Name: Vacant

Federal Project No: N/A

Whole: **Partial:** **Acquisition**

Highway: Ridge Road and Cesar Chavez Road

County: Hidalgo

Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of the fee simple title to the real property to be acquired, encumbered by any easements not to be extinguished, less oil, gas and sulphur. If this acquisition is of less than the whole property, then any special benefits and/or damages to the remainder property must be included in accordance with the laws of Texas.

Market Value

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

Certificate of Appraiser

I hereby certify that, it is my opinion the total compensation for the acquisition of the herein described property is \$4,338.00 as of February 16, 2011, based upon my independent appraisal and the exercise of my professional judgment; on February 16, 2011, (date)(s), I personally inspected in the field the property herein appraised; I did not afford H & J Holdings, Inc., the property owner or the representative (s) of the property owner, the opportunity to accompany me at the time of the inspection. The comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on February 17, 2011, I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of the, Hidalgo County Precinct No. 2 Texas Department of Transportation, or officials of the Federal Highway Administration until authorized by State officials to do so, or until I am required to do so by due process of law or until I am released from this obligation by having publicly testified to such findings; and, my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

I certify to the best of my knowledge and belief that the statements of fact contained in this report are true and correct; the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions; I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved; and, my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right of way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement other than that due to the physical deterioration within the reasonable control of the owner has been disregarded in estimating the compensation for the property.

Appraiser Signature

State Certified General Real Estate Appraiser – TX 1328375 – General Certification Number

February 24, 2011
Date

To the best of my knowledge, the value does not include any items which are not compensable under the State law.

District Reviewing Appraiser Date

Certificate of Appraisal

This appraisal report conforms to the Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Standards Board of the Appraisal Foundation. The subject property was analyzed utilizing the Cost Approach to value which is a Sales Comparison Approach to the subject as if vacant and includes the estimated depreciated market value of real estate improvements and site improvements located within the part to be acquired. This is further explained within each section of the appraisal report.

Client & Intended User

The client for this report is identified as Hidalgo County Precinct No. 2 under the direction of Honorable Hidalgo County Commissioner Hector "Tito" Palacios. Commissioner Palacios and others which would be involved with the acquisition of said proposed drainage easement. The part to be acquired is for the expansion of the existing roadway of Ridge Road and Cesar Chavez Road with an additional temporary work easement during the course of construction. The intended use of the report is to assist Lupe Rodriguez, Right-of-Way Agent and others involved with the project, for future negotiations of acquiring a portion of said property as a drainage easement in the name of the County of Hidalgo. This report is not intended for any other use, unless specified by the client. The clients have identified that the report shall be a limited restricted appraisal report, which is to conform to the ROW-A-6 Form Rev. 7/2004. The intended user of the report is defined as Hidalgo County Precinct No. 2, and may include other governmental entities which may be participating in the project. Lupe Rodriguez, Right-of-Way Agent of the Hidalgo County Right-of-Way Department, shall be the project manager for this project under the direction of Commissioner Hector Palacios. Mr. Rodriguez has a local office located at 2401 N Moorefield Road, Mission, Texas and can be contacted at (956) 283-8134.

Scope of the Assignment

By work order dated February 16, 2011 on behalf of Hidalgo County Precinct No. 2, Lupe Rodriguez, requested for Leonel Garza Jr. & Associates LLC to prepare an appraisal report of the part to be acquired as described by survey and metes and bounds created by R. Gutierrez Engineering Corporation. located 130 E. Park Avenue, Pharr, Texas. Leonel Garza III is the owner of Leonel Garza Jr. & Associates, LLC located at 1419 Dove Avenue Ste 1, McAllen, Texas. This office has been in operation for over 30 years of which Leonel Garza III, became owner of the family operation after the passing of Leonel Garza Jr. in 1998. Leonel Garza III has specialized in right-of-way acquisition field for over 10 years of which has performed projects in the following County's: Cameron County, Hidalgo County, Starr County, Zapata County, Webb County, Nueces County and Brooks County. Leonel Garza III, shall inspect each property personally along with staff member and General Certified Appraiser Luis C. Garza who has worked under the direction of Leonel Garza III for over five (5) years. Luis C. Garza will aid in the preparation of the report, however, all analysis, determination of comparables and the determination of compensable items shall be performed by Leonel Garza III. The scope of the assignment is to appraise the area as fee simple in its present "as is condition" subject to governmental regulation, and in terms of a cash transaction. In addition, the scope is requiring the appraiser to make the extraordinary condition that the subject property is free from contamination of which could affect the overall market value of the subject property as a whole and the part to be acquired. Each property owner shall be sent a letter of intent to inspect the subject property and offer any additional inspections on-site and in the presence of the owner(s) and or owner(s) representative (as requested). In the event access is not granted to enter the subject area, the appraiser is to proceed off-site along existing road right-of-way as indicated by survey. The scope of the assignment requires that comparable market sales within the area be identified and analyzed for comparability and for their reliability in determining the estimated market value of the subject property. The comparables have been collected, confirmed and analyzed with respect to comparability to the subject property. These comparable sales were gathered through various sources which included the Greater McAllen Multiple Listing Service, local Realtors & Brokers, Real Estate Appraisers, and conversations with various owners along the project. Listings along Ridge Road and Cesar Chavez Road were also reviewed in order to determine the current market asking price for property along the project. The appraisal report shall indicate the current market value of the subject property as per date of on-site and or off-site inspection without project influence as indicated by scope. The inspection is limited by the permissibility of the subject owner as per date of report. In the event an on-site inspection was not permitted, the appraiser continued the inspection off-site along existing road right of way.

Purpose of the Appraisal Report

This appraisal is prepared for the purpose of estimating the current market value of the fee simple estate of the subject property in order to determine the easement value of the proposed right-of-way to be acquired by the Hidalgo County Precinct No. 2, as defined within this report. This appraisal does not include any enhancement in value resulting from items of intangible personal property such as marketing and management skill, an assembled work force, working capital, trade names, franchises, patents, trademarks, contracts, leases (mineral and or ground lease), or operating agreements and project influence (if any exist). The area to be acquired may contain personal property items and or real estate items, which may be compensable for the purpose of right-of-way acquisition only. These items deemed compensable shall be included within the body of the report and itemized for clarity. Any improvements not located within the part to be acquired and outside of the permissibility of inspection as defined by the subject owner, shall be given a stated value based on the assessment established by the corresponding Appraisal District and or by off-site estimation by appraiser as they are not affected by the acquisition.

Property Rights Appraised

The property rights being appraised in this report consist of the fee simple estate and non fee simple estate of the subject property. Fee Simple Estate is defined by the Dictionary of Real Estate Appraisal, Fifth Edition, copyright 2010, page 78, by the Appraisal Institute as being: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat." In addition to the valuation of fee simple, the scope of the assignment is to evaluate the subject as an "Easement". According to the Dictionary of Real Estate Appraisal "An easement is the conveyance of certain property rights, but not ownership, to a parcel of real estate." By definition, the ownership of real estate is endowed with a bundle of rights. If there are any questions or concerns as to this definition of fee simple estate or easement, please feel free to contact Leonel Garza III at (956) 687-7295 for further explanation.

Accessibility To Subject Property

As per scope of the assignment, the subject property shall be inspected in order to verify any and all improvements affected by the part to be acquired. In the event the remainder after the acquisition is affected by the proposed acquisition the remainder shall be inspected in order to determine damages (diminution) to market value if any exist. The property owner of record shall be sent a letter of intent to inspect and offer the opportunity for an on-site inspection in the presence of the appraiser. In the event no written or verbal permission was granted to the office of Leonel Garza Jr. & Associates LLC prior to date of inspection, the inspection shall proceed off-site along existing road right-of-way as per scope. The property owner shall always reserve the right to contact the office of Leonel Garza Jr. & Associates LLC (956) 687-7295, after the date of inspection for an additional on-site inspection in their presence with appraiser.

Analysis of Subject As A Whole

A survey of the property owners entire tract was not performed as the part to be acquired incorporates a portion of land located along the southern frontage of Ridge Road and Cesar Chavez Road. As per scope of the assignment, the subject property shall be analyzed based on the combined information of several sources including, the survey provided, on-site and or off-site inspection, personal interviews, and information gathered from the local appraisal district. The property was analyzed based on the whole property less any existing road right-of-way. Based on the inspection of the subject property and the evaluation of the subject as a whole, the remainder shall not be affected by the part to be acquired and therefore shall not be included within the valuation of this report.

Economic Unit Analysis

The subject property shall be analyzed based on a 33.27 acres tract of land as indicated by the Hidalgo County Appraisal District. The comparable sales used for the analysis of the subject property as whole and as the partial acquisition indicated a range of economic units of 5.0 acres to 21.63 acres. These indicated economic unit values are used for the valuation of the proposed acquisition as the part to be acquired does constitute an economic unit. Therefore, the pro-rata part of the whole is applied as the market valuation of the whole.

Easement To Be Acquired

The proposed acquisition is comprised of fee land area in which the net land area to be acquired is a 0.39 acre (16,988 square feet). The area for the subject property as a whole is indicated as per survey provided by R. Gutierrez Engineering Corporation dated October 27, 2010. The subject area of this report is separated into two tracts of equal size, Tract One is a 0.39 acres tract to be utilized as a temporary work easement; and Tract Two is a 0.39 acre tract to be utilized as a 15' foot drainage easement. The proposed acquisition has approximately 1,140.00 lineal feet of frontage along the southern side of Ridge Road and 15.00 lineal feet of frontage along the western frontage of Cesar Chavez Road. The proposed acquisition (0.39 acres), which is the subject of this report, shall be evaluated as a whole as determined by the approaches to market value selected. As per scope of the assignment, the temporary easement shall not be included in the valuation of the part to be acquired and shall be discussed during negotiations. The subject shall be valued based on the highest and best use as a residential use tract of land, which is based on the local market trends along Ridge Road and Cesar Chavez Road. This highest and best use is further explained on page 3.2 of this report.

To Be Acquired (Net)	0.39 Acres
	16,988 Square Feet

Legal Description: Temporary Work Easement

Tract One: A 15.00 foot temporary working easement, Being a 0.39 of an acre of land out of Lot 12, Block 31, Alamo Land and Sugar Company Subdivision, Hidalgo County, Texas as recorded in Volume 1, PAGES 24-26, M.R.H.C

Legal Description: Proposed Easement

Tract Two: A 15.00 foot drainage easement, Being a 0.39 of an acre of land out of Lot 12, Block 31, Alamo Land and Sugar Company Subdivision, Hidalgo County, Texas as recorded in Volume 1, PAGES 24-26, M.R.H.C

Remainder Before and After Acquisition

The remainder, before and after the acquisition, is defined as the partial acquisition subtracted from the whole property which is described as the subject property. It is determined at the time of appraisal whether or not damages to the remainder are caused by the proposed part to be acquired. The highest and best use of the subject property before and after the proposed partial acquisition is analyzed to determine whether or not the use of the subject property will be altered as a result of the proposed part to be acquired. As for the remainder, it was determined that the highest and best use before and after the acquisition shall remain and not be damaged or changed as a result of the proposed acquisition.

Property Tax Information

The Hidalgo County Appraisal District is located at 4405 S. Professional Dr., Edinburg, Texas and can also be accessed via www.hidalgoad.org. According to the information provided by the website, the subject property was confirmed to be under the ownership of H & J Holdings, Inc. This was found under the tax account R557013 and R111792 of which the subject property is current assessed at a combined assessment of \$295,911. The land portion of the assessment is indicated to be \$256,179 for 33.27 acres which equates to \$7,700 per acre. The property taxes for the subject appear to be current; however, further research with the Hidalgo tax office shall be required to confirm any outstanding tax liabilities attributable to the subject property..

General Site Assessment Statement

This appraiser has made an off-site inspection of the subject property, and no obvious adverse environmental concerns or potentially hazardous materials were observed. This appraiser is not qualified to make a detailed environmental study and highly recommends that an inspection be made by a qualified environmental engineer if any environmental concerns exist. Leonel Garza Jr. & Associates LLC has performed this appraisal report under the hypothetical condition and extraordinary assumption that the subject property has not experienced any adverse environmental concerns which may influence its marketability and or value. A survey of the remainder of the subject property was not provided or necessary due to the acquisition being a partial taking. The extraordinary assumption is that neither adverse easements nor encroachments are located within the subject property which would affect the value of the whole. The subject property was observed that the property is generally level and typical of the surrounding market area. No severe low lying areas were observed, however, this appraiser is not an engineer and cannot certify to the topography or drainage of the subject property.

Utility Services Available

The subject property is located in a region, which contains, municipal water, sewer, electricity, cable, and phone service, which is typical of the market area. The client, as per previous agreement with the public utility provider, informed the appraiser that all private utilities will be relocated, if affected by the part to be acquired and all necessary reconnections will be the responsibility of the utility provider. As such said relocation and reconnection cost shall not be included in the valuation of the part to be acquired.

Identification of Personal Property

As per scope of the assignment, no personal property located within the proposed right-of-way and the remainder before and after the acquisition shall be included for compensation, unless it was determined by the appraiser that these item shall be affected or damaged by the proposed acquisition. In the event the selected items are determined to be compensable, then they shall be included within the cost approach section of this report. A value which shall be either the cost to cure and or the cost of replacement shall be delineated for each item for clarity.

Current Listing Status

Based on the off-site inspection of the subject property no visible "For Sale" signs were located on-site indicated the subject property listed for sale. Additional research was conducted with local Realtor's® Multiple Listing Services and the subject property was not listed.

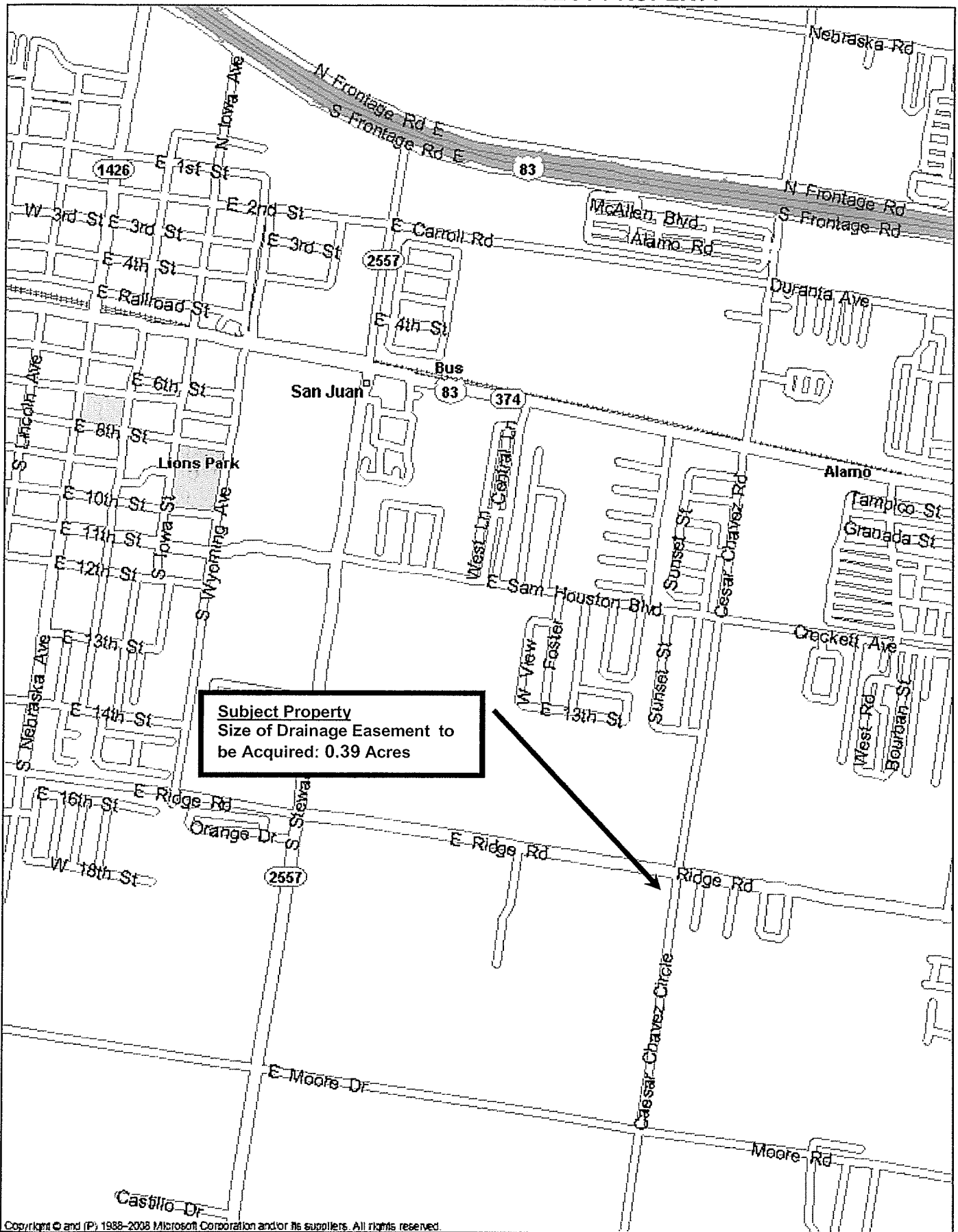
Exposure Time

Exposure time is defined as the "length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal." Based on research performed within the market area, an indicated twelve (12) to twenty-four month (24) exposure time is indicated for the subject property. This was estimated based on current and past listings located within the market area which were reviewed during our sales search for comparables similar to the subject property.

Estimated Marketing Time Period

The indicated marketing period is based on the marketing periods of the comparable sales used in the Sales Comparison Approach and the surrounding sales found. Based on the research performed, a twelve (12) to twenty-four month (24) marketing time period appears to be adequate. This time period was selected after a review of multiple land sales within the Hidalgo County markets along Ridge Road and Cesar Chavez Road and neighboring thoroughfares. The analysis included the indicated "DOM" Days on Market as shown on the several multiple listing service which provides local Realtors® an avenue to advertise properties located in the Rio Grande Valley with the focus within Hidalgo County and the cities of San Juan and Alamo.

LOCATION MAP OF SUBJECT PROPERTY



Copyright © and (P) 1988-2008 Microsoft Corporation and/or its suppliers. All rights reserved.

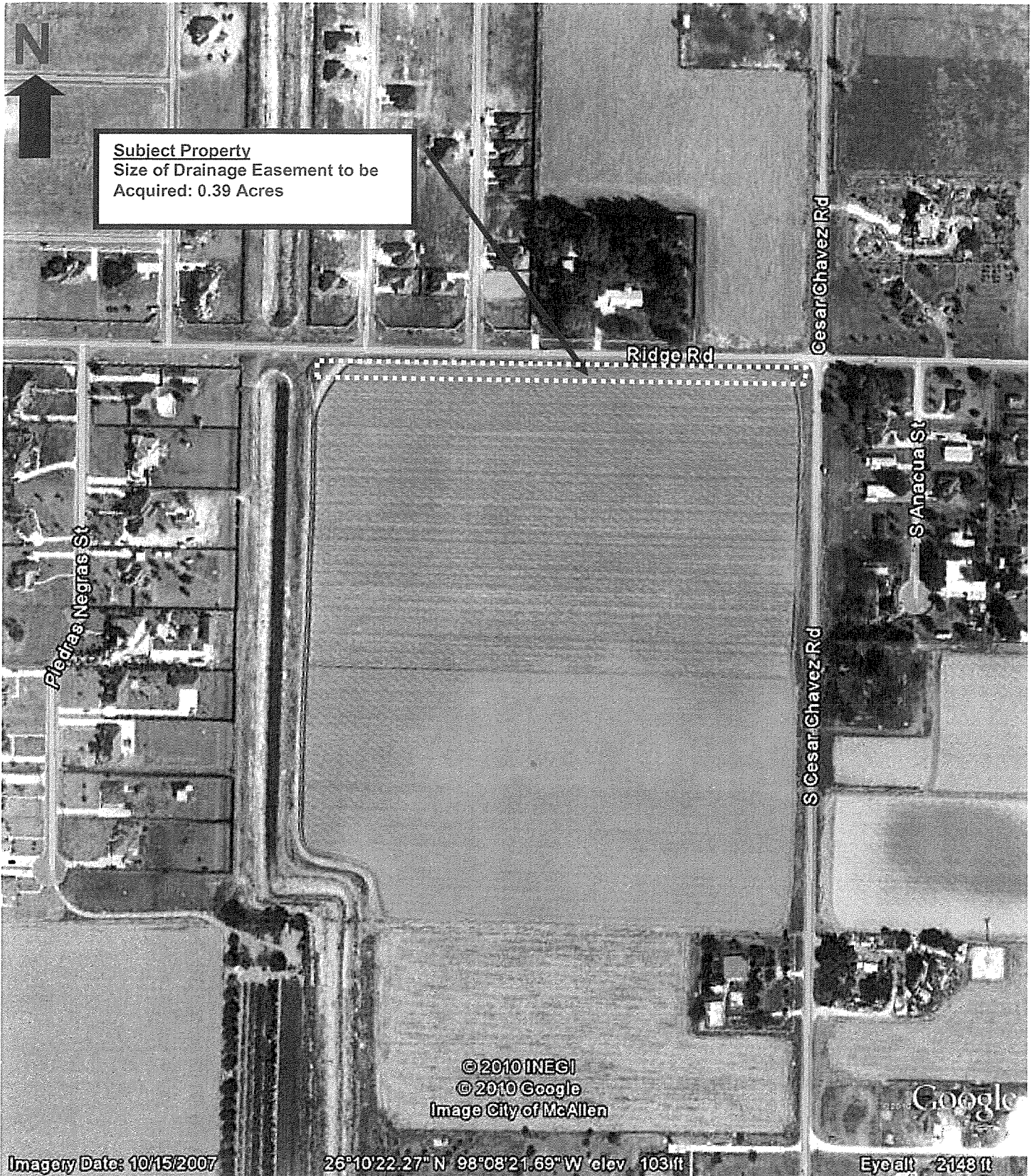
AERIAL PHOTOGRAPH OF SUBJECT PROPERTY

Google Earth



AERIAL PHOTOGRAPH OF SUBJECT PROPERTY

Google Earth (Closer View of Subject Property)



NOTE: THE PART TO BE ACQUIRED IS ESTIMATED AND DEPICTED BY THE YELLOW DASHED LINE. COMPLETE SURVEY OF SUBJECT AS A WHOLE WAS NOT PROVIDED BY R. GUTIERREZ ENGINEERING CORPORATION AND IS ESTIMATED BASED ON INFORMATION GATHERED DURING THE INSPECTION OF THE SUBJECT PROPERTY OR THE HIDALGO COUNTY APPRAISAL DISTRICT.

FIELD NOTES OF TEMPORARY WORK EASEMENT - TRACT ONE (Page 1 of 2)



R. Gutierrez Engineering Corporation

130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558

ENG09.022H
October 27, 2010

**METES AND BOUNDS DESCRIPTION
OF
(TRACT ONE)
A 15.00 FOOT TEMPORARY WORKING EASEMENT,
BEING A 0.39 OF AN ACRE OF LAND OUT
OF LOT 12, BLOCK 31,
ALAMO LAND AND SUGAR COMPANY SUBDIVISION,
HIDALGO COUNTY, TEXAS,
AS PER MAP RECORDED IN
VOLUME 1, PAGES 24-26 M.R.H.C.**

Being a 0.39 of an acre of land out of Lot 12, Block 31, Alamo Land and Sugar Company Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas. Said 0.39 of an acre of land being more particularly described by metes and bounds as follows;

Commencing at a cotton picker spindle found at the Northwest corner of Lot 12, Block 31, Alamo Land and Sugar Company Subdivision; **Thence**, South 81 degrees 15 minutes 00 seconds East, with the North line of said Lot 12, Block 31, a distance of 150.00 feet to a cotton picker spindle found at the Southwest corner of VIP East II Subdivision (recorded in Volume 58, Page 72, Map Records of Hidalgo County, Texas); **Thence**, South 08 degrees 45 minutes 00 seconds West, a distance of 20.00 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) at the South Right of Way line of Ridge Road for the Northwest corner and the **POINT OF BEGINNING** of this tract of land;

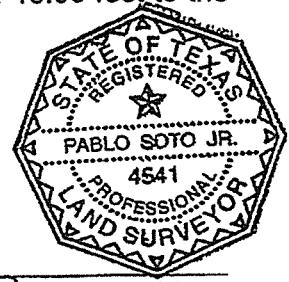
THENCE, South 81 degrees 15 minutes 00 seconds East, with the South Right of Way line of said Ridge Road, a distance of 1140.00 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) at the West Right of Way line of Cesar Chavez Road, for the Northeast corner of this tract of land;

THENCE, South 08 degrees 45 minutes 00 seconds West, with the West Right of Way line of said Cesar Chavez Road, a distance of 15.00 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) for the Southeast corner of this tract of land;

THENCE, North 81 degrees 15 minutes 00 seconds West, parallel to the North line of said Lot 12, Block 31, a distance of 1140.00 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) at the East line of Hidalgo County Drainage District No. One drainage ditch Right of Way (as recorded in Warranty Deed Doc. No. 884095, Official Records of Hidalgo County, Texas), for the Southwest corner of this tract of land;

FIELD NOTES OF TEMPORARY WORK EASEMENT - TRACT ONE (Page 2 of 2)

THENCE, North 08 degrees 45 minutes 00 seconds West, with the East line of said Hidalgo County Drainage District No. One drainage ditch Right of Way, a distance of 15.00 feet to the **POINT OF BEGINNING** and containing 0.39 of an acre of land more or less.



A handwritten signature in cursive script, appearing to read "Pablo Soto, Jr.", written over a horizontal line.

Pablo Soto, Jr. - R.P.L.S. No. 4515

Date: 10/27/10

FIELD NOTES OF PART TO BE ACQUIRED - TRACT TWO (Page 1 of 2)



R. Gutierrez Engineering Corporation

130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558

ENG09.022H
October 25, 2010

**METES AND BOUNDS DESCRIPTION
OF
(TRACT TWO)
A 15.00 FOOT DRAINAGE EASEMENT,
BEING A 0.39 OF AN ACRE OF LAND OUT
OF LOT 12, BLOCK 31,
ALAMO LAND AND SUGAR COMPANY SUBDIVISION,
HIDALGO COUNTY, TEXAS,
AS PER MAP RECORDED IN
VOLUME 1, PAGES 24-26 M.R.H.C.**

Being a 0.39 of an acre of land out of Lot 12, Block 31, Alamo Land and Sugar Company Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas. Said 0.39 of an acre of land being more particularly described by metes and bounds as follows;

Commencing at a cotton picker spindle found at the Northwest corner of Lot 12, Block 31, Alamo Land and Sugar Company Subdivision; **Thence**, South 81 degrees 15 minutes 00 seconds East, with the North line of said Lot 12, Block 31, a distance of 150.00 feet to a cotton picker spindle found at the Southwest corner of VIP East II Subdivision (recorded in Volume 58, Page 72, Map Records of Hidalgo County, Texas); **Thence**, South 08 degrees 45 minutes 00 seconds West, a distance of 20.00 feet pass a No. 4 rebar set at the South Right of Way line of Ridge Road and at a total distance of 35.00 to a No. 4 rebar set (with a plastic cap stamped RGEC) for the Northwest corner and the **POINT OF BEGINNING** of this tract of land;

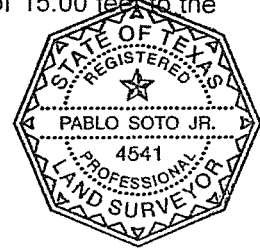
THENCE, South 81 degrees 15 minutes 00 seconds East, parallel to the North line of said Lot 12, Block 31, a distance of 1140.00 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) at the West Right of Way line of Cesar Chavez Road, for the Northeast corner of this tract of land;

THENCE, South 08 degrees 45 minutes 00 seconds West, with the West Right of Way line of said Cesar Chavez Road, a distance of 15.00 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) for the Southeast corner of this tract of land;

THENCE, North 81 degrees 15 minutes 00 seconds West, parallel to the North line of said Lot 12, Block 31, a distance of 1140.00 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) at the East line of Hidalgo County Drainage District No. One drainage ditch Right of Way (as recorded in Warranty Deed Doc. No. 884095, Official Records of Hidalgo County, Texas), for the Southwest corner of this tract of land;

FIELD NOTES OF PART TO BE ACQUIRED- TRACT TWO (Page 2 of 2)

THENCE, North 08 degrees 45 minutes 00 seconds West, with the East line of said Hidalgo County Drainage District No. One drainage ditch Right of Way, a distance of 15.00 feet to the **POINT OF BEGINNING** and containing 0.39 of an acre of land more or less.

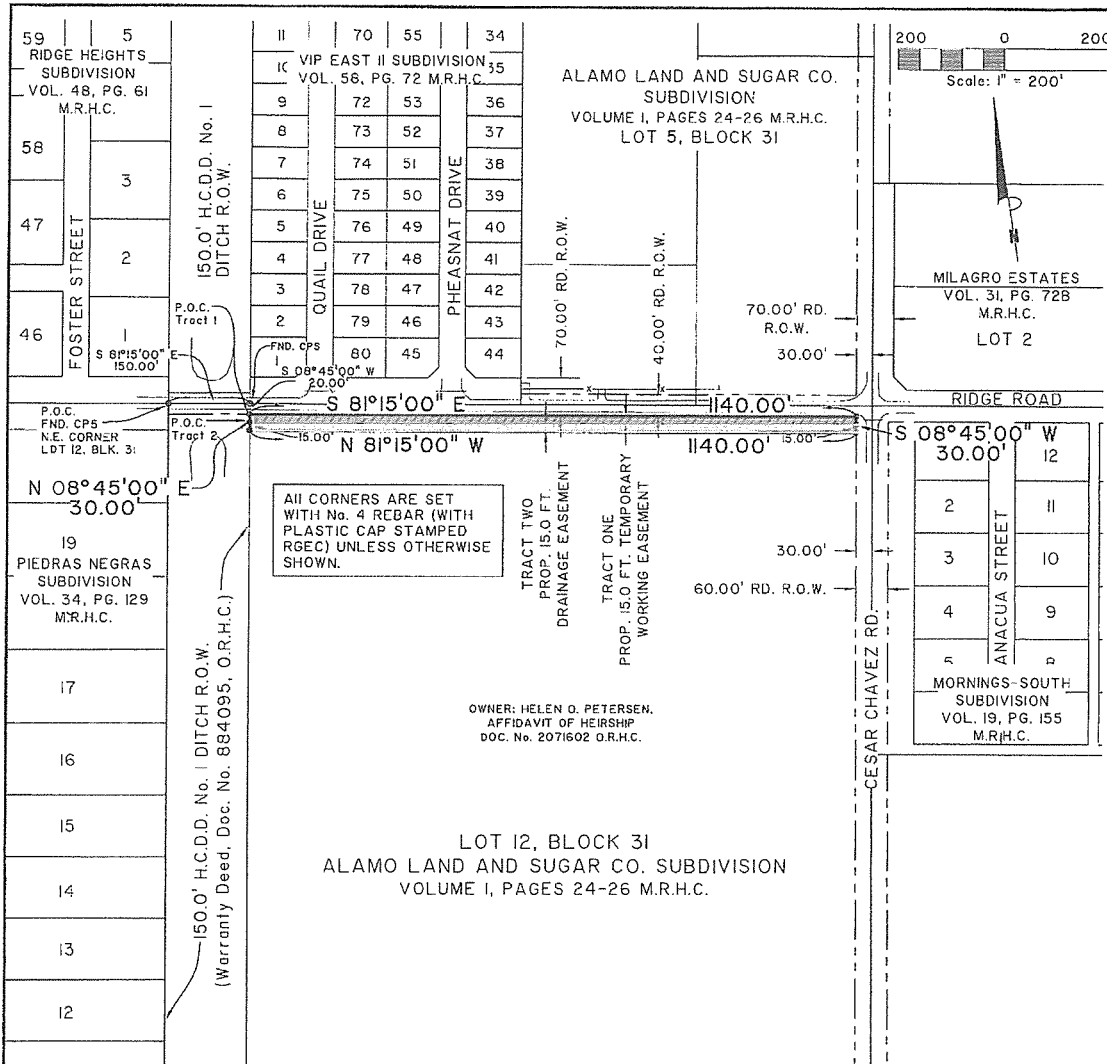


A handwritten signature in black ink, appearing to read "Pablo Soto, Jr.", written over a horizontal line.

Pablo Soto, Jr. - R.P.L.S. No. 4515

Date: 10/27/10

SURVEY OF PART TO BE ACQUIRED (Page 1 of 1)



ALL CORNERS ARE SET WITH No. 4 REBAR (WITH PLASTIC CAP STAMPED RGEC) UNLESS OTHERWISE SHOWN.

OWNER: HELEN O. PETERSEN.
AFFIDAVIT OF HEIRSHIP
DOC. No. 2071602 O.R.H.C.


LOT 12, BLOCK 31
ALAMO LAND AND SUGAR CO. SUBDIVISION
VOLUME I, PAGES 24-26 M.R.H.C.

SURVEY PLAT
OF
A COMBINED TOTAL OF 0.78-ACRES OF LAND
(TRACT ONE)
A 15.00 FOOT TEMPORARY WORKING EASEMENT
BEING A 0.39-ACRE TRACT OF LAND OUT
OF LOT 12, BLOCK 31 AND
(TRACT TWO)
A 15.00 FOOT DRAINAGE EASEMENT
BEING A 0.39 OF AN ACRE OF LAND
OUT OF LOT 12, BLOCK 31,
ALAMO LAND AND SUGAR COMPANY SUBDIVISION,
HIDALGO COUNTY, TEXAS,
AS PER MAP RECORDED IN
VOLUME I, PAGES 24-26 M.R.H.C.

 TRACT ONE
 TRACT TWO



R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
ENGINEERING FIRM No. 486 • SURVEYING FIRM No.: 101650-00


PABLO SOTO, JR., P.E., L.S. No. 4541
Date: 10/27/10
JOB No.: ENG09.022H DATE: OCT. 27, 2010
DRAWN BY: RG PAGE: 3 OF 3

Yellow Highlighted Area = Temporary Work Easement / Green Highlighted Area = Easement

AI-26578

15.B.

Woods Subdivision Drainage Ditch

CC REGULAR

Date: 05/17/2011
Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For: Joe Pena
Department: RIGHT OF WAY DEPT.
Agenda Category: Right of Way

Information

CAPTION

Authorization for survey metes and bounds, title reports, appraisals and acquisition of additional right of of way for the Woods Subdivision Drainage Ditch- Pct.3.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-123-005-0-711
FUNDS AVAILABLE Y/N?: N **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Funding will not be immediately available, a transfer of funds will be made as the project progresses. Currently it is being placed for Preliminary Approval.

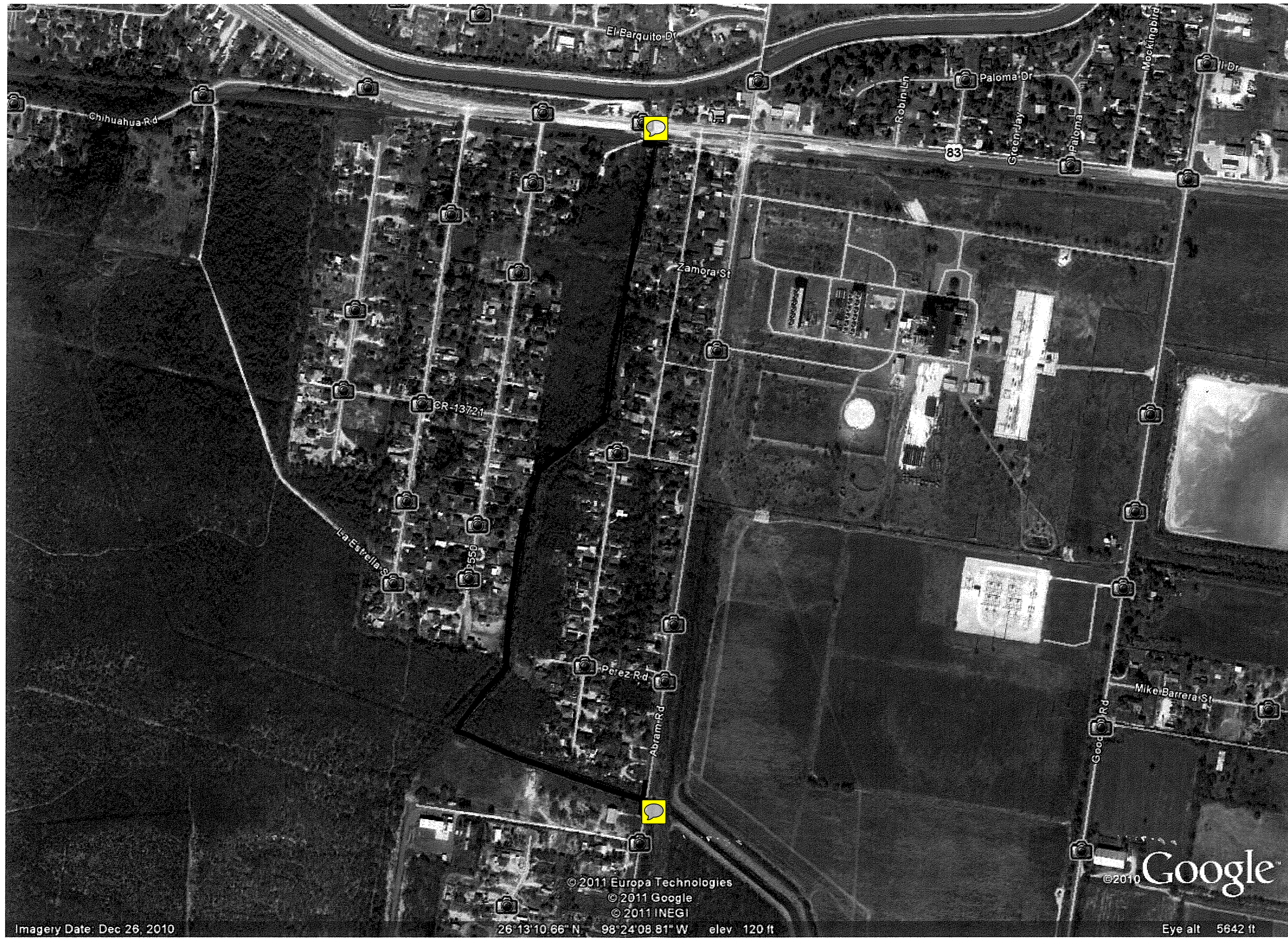
Attachments

Link: [Attachment](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/11/2011 09:54 AM	APRV
2	Olga Garza	Olga Garza	05/11/2011 03:23 PM	APRV
3	Auditor's Office		05/12/2011 05:18 PM	PEND

Form Started By: Sandra Garcia Started On: 05/10/2011 01:31 PM
Final Approval Date: 05/12/2011



Imagery Date: Dec 26, 2010

© 2011 Europa Technologies
© 2011 Google
© 2011 INEGI

26°13'10.66" N 98°24'08.81" W elev 120 ft

© 2010 Google

Eye alt 5642 ft

AI-26628

16.A.

**Financial Participation and Donation of 50 ft of ROW from Mr. Richard Garza of Moore Road
CC REGULAR**

Date: 05/17/2011
Submitted By: Joann Gonzalez, COMM. PCT. #1
Department: COMM. PCT. #1
Agenda Category: Precinct #1

Information

CAPTION

Discussion and approval of accepting financial participation from developer Mr. Richard Garza of Riviera Ranches in the amount of \$31,238.55 for road construction of Moore Road and accept donation of 50 feet of Right of Way with survey metes and bounds.

BACKGROUND

Precinct #1 will provide labor and equipment (in-house).

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-121-005-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Possible funding source:
Obj. 346- "Hauling"-Available balance as of 5-12-11 is \$167,047.69
Obj. 673- "R & B R & M Supplies"-Available balance as of 5-12-11 \$59,793.63

Co. will spend monies on hauling services and materials used for road construction of Moore Road; however, the developer will reimburse Co. based on the cost estimate for this project as provided by project engineer, Quintanilla, Headley & Assoc.

No fiscal impact to Co., since the developer will be paying for materials and Pct. 1 will provide equipment and labor (in-house). In addition, the developer is donating 50 feet of ROW. Pct. 1 will be depositing check @ Co. Treasurer's into "Pct. 1 R & B Contributions & Donations" revenues acct #1-1200-364-00-121-000-0-000 (to be created).

Please refer to attachments.

Attachments

- Link: [Moore Road Metes & Bounds](#)
- Link: [Moore Road Survey](#)
- Link: [Moore Road Cost of Materials](#)
- Link: [Moore Road Proposal](#)

Link: [Copy of Check](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/11/2011 04:41 PM	APRV
2	Ivan Cantu	Ivan Cantu	05/12/2011 09:11 AM	APRV
3	Auditor's Office		05/12/2011 05:18 PM	NEW

Form Started By: Joann Gonzalez
Started On: 05/11/2011 03:55 PM

Final Approval Date: 05/12/2011

METES AND BOUNDS

MOORE ROAD DEDICATION

A 1.62 ACRE TRACT OF LAND OUT OF BLOCK 13, VAL VERDE SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2063670, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A COTTON PICKER SPINDLE SET ON THE SOUTH LINE OF BLOCK 13 AND ON THE WEST RIGHT OF WAY LINE OF VAL VERDE ROAD FOR THE SOUTHEAST CORNER OF THIS TRACT, SAID SPINDLE BEARS N 89°53' W, 15.00 FEET FROM THE SOUTHEAST CORNER OF BLOCK 13.

THENCE; N 89°53' W, ALONG THE SOUTH LINE OF BLOCK 13, A DISTANCE OF 1,336.90 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF BLOCK 13 AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 00°04'36" E, ALONG THE WEST LINE OF BLOCK 13, A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 89°53' E, A DISTANCE OF 1,241.93 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 45°07' E, A DISTANCE OF 70.71 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; S 89°53' E, A DISTANCE OF 45.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE WEST RIGHT OF WAY LINE OF VAL VERDE ROAD FOR THE NORTHEAST CORNER OF THIS TRACT.

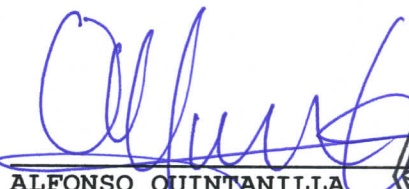
THENCE; S 00°07' W, ALONG THE WEST RIGHT OF WAY LINE OF VAL VERDE ROAD, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.62 ACRES OF LAND MORE OR LESS.


BEARINGS ARE IN ACCORDANCE WITH LA FRONTERA ESTATES PHASE II, RECORDED IN VOLUME 54, PAGES 197-199, MAP RECORDS, HIDALGO COUNTY, TEXAS.

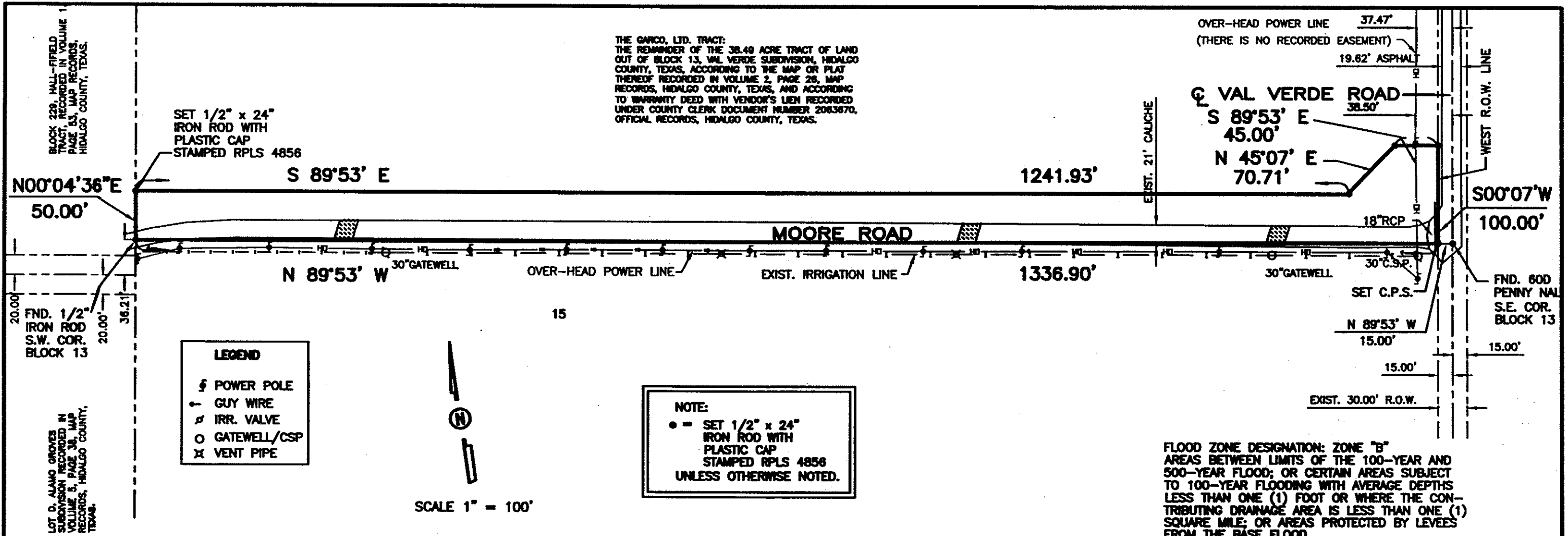
THE PROPERTY DESCRIBED IN THIS METES AND BOUNDS MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THE ABOVE METES AND BOUNDS TO BE TRUE AND CORRECT, AND TO BE THE REPRESENTATION AND RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

DATE PREPARED: March 8, 2011


ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4856





THE GARCO, LTD. TRACT:
 THE REMAINDER OF THE 38.49 ACRE TRACT OF LAND
 OUT OF BLOCK 13, VAL VERDE SUBDIVISION, HIDALGO
 COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT
 THEREOF RECORDED IN VOLUME 2, PAGE 28, MAP
 RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING
 TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED
 UNDER COUNTY CLERK DOCUMENT NUMBER 2063670,
 OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

BLOCK 229, HALL-FIFIELD
 TRACT, RECORDED IN VOLUME 1
 PAGE 53, MAP RECORDS,
 HIDALGO COUNTY, TEXAS.

LOT D, ALAMO GROVES
 SUBDIVISION RECORDED IN
 VOLUME 5, PAGE 30, MAP
 RECORDS, HIDALGO COUNTY,
 TEXAS.

SET 1/2" x 24"
 IRON ROD WITH
 PLASTIC CAP
 STAMPED RPLS 4856

- LEGEND**
- ⊥ POWER POLE
 - GUY WIRE
 - ∩ IRR. VALVE
 - GATEWELL/CSP
 - ⊗ VENT PIPE

NOTE:
 ● = SET 1/2" x 24"
 IRON ROD WITH
 PLASTIC CAP
 STAMPED RPLS 4856
 UNLESS OTHERWISE NOTED.

SCALE 1" = 100'

NOTE: THIS SURVEY WAS DONE WITHOUT
 THE BENEFIT OF A TITLE COMMITMENT.

FLOOD ZONE DESIGNATION: ZONE "B"
 AREAS BETWEEN LIMITS OF THE 100-YEAR AND
 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT
 TO 100-YEAR FLOODING WITH AVERAGE DEPTHS
 LESS THAN ONE (1) FOOT OR WHERE THE CON-
 TRIBUTING DRAINAGE AREA IS LESS THAN ONE (1)
 SQUARE MILE; OR AREAS PROTECTED BY LEVEES
 FROM THE BASE FLOOD.

COMMUNITY-PANEL NUMBER 480334 0425 C
 MAP REVISED: NOVEMBER 16, 1982

BEARINGS SHOWN ON THIS SURVEY PLAT ARE IN
 ACCORDANCE WITH LA FRONTERA ESTATES PHASE II,
 RECORDED IN VOLUME 54, PAGES 197-199, MAP
 RECORDS, HIDALGO COUNTY, TEXAS.

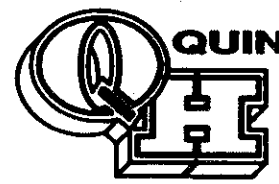
THE PROPERTY SHOWN ON THIS SURVEY PLAT MAY BE SUBJECT
 TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO
 AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE
 CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING
 EXTRA TERRITORIAL JURISDICTION.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL
 LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING
 PLAT TO BE A TRUE AND CORRECT REPRESENTATION
 OF THE LANDS SHOWN AS THE RESULT OF AN ACTUAL
 SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

Alfonso Quintanilla
 ALFONSO QUINTANILLA
 REGISTERED PROFESSIONAL LAND SURVEYOR
 No. 4856

PLAT SHOWING

A 1.62 ACRE TRACT OF LAND OUT OF BLOCK 13, VAL VERDE
 SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP
 OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 28, MAP
 RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO
 WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY
 CLERK'S DOCUMENT NUMBER 2063670, OFFICIAL RECORDS,
 HIDALGO COUNTY, TEXAS.

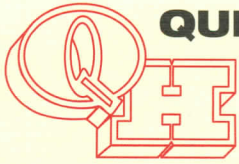


QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS • LAND SURVEYORS
 124 E. STUBBS ST. PHONE 956-381-6480
 EDINBURG, TEXAS 78539 FAX 956-381-0527

ENGINEERING REGISTRATION NUMBER F-1513 QuintanillaHeadley@sbcglobal.net
 SURVEYING REGISTRATION NUMBER 100411-00

VOL. 2 PAGE 26
 SURVEYED MARCH 8, 2011
 ADDRESS _____
 OWNER _____
 JOB No. _____
 BOOK No. _____ PAGE _____
 FILENAME: F:\DATA\SUB\DONNA\RIVERA RANCHES \PLAT



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors
Alfonso Quintanilla, P.E., R.P.L.S. Eulalio Ramirez, P.E.
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
Municipal & County Projects ★ Subdivisions ★ Surveys

Riviera Ranches Phase II – Moore Road

The length of road is 1,350 linear feet.

Cost of Caliche	\$2.50 per ton	1,390 X 2.50 = \$3,475.00
Hauling of Caliche	\$6.25 per ton	1,390 X 6.25 = \$8,687.50
Fuel Surcharge	\$0.76 per ton	1,390 X 0.76 = \$1,056.40

** Fuel surcharge subject to change due to opis pricing.

TOTAL **\$13,218.90**

Cost of Hot Mix	\$45.40 per ton	305 X 45.40 = \$13,847.00
Hauling of Hot Mix	\$9.25 per ton	305 X 9.25 = \$2,821.25
Fuel Surcharge	\$1.48 per ton	305 X 1.48 = \$451.40

** Fuel surcharge subject to change due to opis pricing.

TOTAL **\$17,119.65**

Cost of MS1-Oil	\$2.40 per gallon	375 X \$2.40 = \$900.00
-----------------	-------------------	-------------------------

TOTAL **\$900.00**

TOTAL ESTIMATE FOR MOORE ROAD **\$31,238.55**



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors

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

Engineering Firm Registration No. F-1513

Surveying Firm Registration No. 100411-00

Municipal & County Projects ★ Subdivisions ★ Surveys

May 9, 2011

Mr. Joel Quintanilla
County Commissioner
Hidalgo County Pct. No. 1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

Re: Moore Road

Dear Commissioner Quintanilla:

This letter is to inform you that my firm is providing the engineering services to Mr. Richard Garza for the development of RIVIERA RANCHES PHASE II. This subdivision has frontage along Moore Road. The length of the road is 1,350.0 linear feet.

On behalf of Mr. Garza, I am submitting the following proposal to the County:

- Mr. Garza will dedicate to the County fifty foot (50.0') of right of way.
- Request that the Precinct will provide the equipment and labor to prepare the subgrade and the caliche base. Mr. Garza will pay for the material and the hauling (1,390 tons).
- Request that the Precinct will provide the equipment and labor to lay the hot mix. Mr. Garza will pay for the material and the hauling (305 tons).

Please review this request and present it to the Hidalgo County Commissioners' Court for approval.

Should you have any questions or need additional information, please feel free to call me at 381-6480

Respectfully,

P.E.

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



GARCO, LTD.
3910 W. Freddy Gonzalez Dr.
Edinburg, Texas 78539

First National Bank
Member FDIC
Customer Service (956) 380-8530
P.O. Box 810 Edinburg, TX 78540-0810

80-2141
1149

011644

5/11/2011

PAY TO THE ORDER OF COUNTY OF HIDALGO

**31,238.55

Thirty-One Thousand Two Hundred Thirty-Eight and 55/100***** DOLLARS

COUNTY OF HIDALGO

MEMO RIVIERA RANCHES II

MP

⑈0 1 1644⑈ 1: 1 14921415⑈ ⑈0 140003924⑈

GARCO, LTD.
COUNTY OF HIDALGO

5/11/2011

011644

RIVIERA II - CALICHE & HOT MIX MATERIALS
MOORE ROAD

31,238.55

FNB #0140003924 RIVIERA RANCHES II

31,238.55

GARCO, LTD.
COUNTY OF HIDALGO

5/11/2011

011644

RIVIERA II - CALICHE & HOT MIX MATERIALS
MOORE ROAD

31,238.55

FNB #0140003924 RIVIERA RANCHES II

31,238.55

**Naming of Substance Abuse Facility
CC REGULAR**

Date: 05/17/2011
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE
Agenda Category: Precinct #1

Information

CAPTION

Approval of Resolution to name the Hidalgo County Substance Abuse Treatment Facility the "John Austin Pena Memorial Center"

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
No fiscal impact.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	05/12/2011 04:18 PM	APRV
2	Ivan Cantu	Ivan Cantu	05/12/2011 04:31 PM	APRV
3	Auditor's Office		05/12/2011 05:18 PM	NEW
Form Started By: Monica Badillo			Started On: 05/12/2011 03:43 PM	
Final Approval Date: 05/12/2011				

AI-26597

17.A.

**Pct #3 Appropriation of funds
CC REGULAR**

Date: 05/17/2011
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: Precinct #3

Information

CAPTION

Pct. #3 R&B (1200):
Approval of 2011 appropriation of funds into Precinct #3 Road Maintenance in the amount of \$371,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-123-005-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Funding available for appropriation as of 5/11/11. Appropriation from 1200 fund balance.

Attachments

Link: [BA](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/11/2011 09:51 AM	APRV
2	Perla Lopez	Perla Lopez	05/11/2011 04:50 PM	APRV
3	Auditor's Office		05/12/2011 05:18 PM	NEW

Form Started By: Norma Ceballos Started On: 05/11/2011 09:35 AM
Final Approval Date: 05/12/2011

AI-26610

17.B.

**Pct #3 - IBWC Water Permit - Anzaldua Park
CC REGULAR**

Date: 05/17/2011
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: Precinct #3

Information

CAPTION

Execution of permit from International Boundary and Water Commission.

BACKGROUND

To connect a two (2") inch water line with a water meter to existing waterline, located within Anzalduas Park south of the city of Mission.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-452-00-123-008-0-439
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Available funds as of 5/12/11 is \$16,495.00.

Attachments

Link: [Letter from IBWC](#)
Link: [Water Meter Cost Estimate](#)
Link: [email](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/11/2011 01:31 PM	APRV
2	Perla Lopez	Perla Lopez	05/12/2011 11:58 AM	APRV
3	Auditor's Office		05/12/2011 05:18 PM	NEW

Form Started By: Norma Ceballos Started On: 05/11/2011 11:55 AM
Final Approval Date: 05/12/2011



**INTERNATIONAL BOUNDARY AND WATER COMMISSION
UNITED STATES AND MEXICO
UNITED STATES SECTION**

Lower Rio Grande Flood Control Project
325 Golf Course Road
Mercedes, Texas 78570-9706
May 6, 2011

Ref. No. 0/11-027

SUBJECT: Water Meter

Mr. Joe M. Flores, Commissioner
City of Mission
724 North Breykfogle Road
Mission, Texas 78572

Dear Mr. Flores:

In response to your request of April 26, 2011, the United States Section, International Boundary and Water Commission (USIBWC) has no objection granting you permission to connect a two (2") inch water line with a water meter to existing waterline, located within Anzalduas Park south of the City of Mission, Hidalgo County, Texas.

The following conditions must be agreed to before the permit is approved:

1. Permittee accepts this permit with the understanding that where the USIBWC has an easement only over the land on which application for permit is made, the USIBWC makes no warranty, expressed or implied, that the terms of such easement are sufficiently broad to authorize the permitted works or ingress or egress to such works without authorization also of the owners in fee of the land involved.
2. Permittee shall install a two (2") inch water line to an existing waterline located on the downstream of Anzalduas Dike and cross over by trench method at a minimum of two feet below the levee road surface and side slopes. See Attachment I, for details. The water line, 35 feet from the levee toe, shall have a minimum of 3 ft. of soil cover for protection from heavy equipment.
3. Permittee shall install a water meter inside the Anzalduas Park next to their Utilities Building in a concrete casing.
4. Permittee shall relocate Anzalduas Dam water meter from its previous location and install it below the connection to avoid double metering of water used. The relocation of the water meter shall be install on the outside of Anzalduas Dam fence.

5. All works must be approved by and coordinated with the City of Mission Water Department.
6. The excavation through the levee and berm area (thirty-five (35') feet from the levee toe) for the length of the waterlines shall be as shown on Exhibit "C". During the excavation for the force main pipeline, if unsuitable material is encountered, the Permittee shall keep it separate from suitable material and shall not use it for backfill. Unsuitable materials shall be any soil classified in accordance with ASTM D2487-93 as organic (OL, OH, or PT), elastic silts (MH), fat clays (CH), clean sands (SW, SP, SW-SM, SW-SC, SP-SM, or SP-SC), or clean gravels (GW, GP, GW-GM, GW-GC, GP-GM, or GP-GC). Where imported material is required for backfill, it shall consist of natural soil, which is not judged unsuitable according to the above criteria. All fill material shall be free from roots, trash, organic matter, and other objectionable material. The Permittee shall supply soil classification test results for any borrow source proposed for use.

Backfill through the levee and berm area (thirty-five (35) feet from the levee toe), including any bedding material for the pipe, shall consist of suitable material placed in horizontal lifts not exceeding six (6") inches in compacted thickness. Suitable material shall be imported material as defined in Condition 3, or material excavated from the levee or foundation, which is not judged unsuitable according to Condition 3. Backfill shall be brought up evenly on both sides of each pipe and/or structure to avoid unequal side loads that could fail or move the pipe. Backfill material used shall have uniform moisture content within plus or minus 3% of optimum. Each layer of material shall be bonded to the next and shall be compacted to not less than 95% of maximum density, as determined by ASTM Designation: D 698, Method A. (See Exhibit "C"). Material immediately adjacent to the pipe and/or structure(s) that cannot be compacted by mechanical equipment shall be hand tamped to meet the aforementioned specifications. Backfill outside the Levee and Berm area 35 feet from the Levee toe shall approximate that of the surrounding natural ground.

The Permittee shall repair any settlement in the trench, which may occur within one (1) year of completion of the permitted work. Tests to verify moisture content, compaction, or soil classification as may be determined to be necessary by the USIBWC, shall be performed by an independent testing laboratory at the expense of the Permittee. The USIBWC's representative will designate the times and locations of the tests. All pipes shall be installed in the dry, and a dewatering system shall be used where necessary.

7. No manhole or junction boxes shall be located within the levee, manholes placed in the floodway shall have a minimum cover of one (1') foot.
8. Upon completion of the construction, the worksite shall be left in a clean and neat appearing condition and all debris and excess materials shall be removed from the site to the satisfaction of the USIBWC.
9. Permittee shall restore the surface of the levee roadway with asphalt, should settlement of the repaired roadway occur within one year following completion of work. Permittee shall rework and relay the road surface, bringing it up to its original grade. Asphalt surfacing material shall be uniformly graded and shall meet the requirements of "Texas Department of Transportation, 2004 Standard Specifications for Construction of Highways, Streets, and Bridges" for Item 341, HMA, Type D.

10. Permittee shall notify the USIBWC at least one week prior to the start of work authorized by this Permit.
11. This permit shall be valid for a period of twelve (12) months from the date the Permittee signs this letter. A full license will be required during this time period by re-submitting in writing requesting amending License No. LSF/G-832. Plans showing details of the route and location of a two (2") inch water line with a water meter crossing over the Anzalduas Dike, including letters of compliance from all five government agencies will be submitted to the Mercedes Office for review. The draft license will then be mail to our Headquarters in El Paso for approval.
12. Notice is to be provided to the USIBWC if the two (2") inch water line with the water meter is abandoned, changed or modified in any manner which may affect the scope of this permit. At such time as the two (2") inch water line with the water meter are abandoned and upon request of the USIBWC, the two (2") inch water line with the water meter shall be removed, and the area restored to its previous condition by the Permittee.

If these conditions are acceptable, this letter shall be considered a permit to perform the work by signing below and returning it to us. A copy of the signed original will be mailed to you.

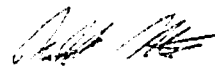
PERMITTEE

DATE

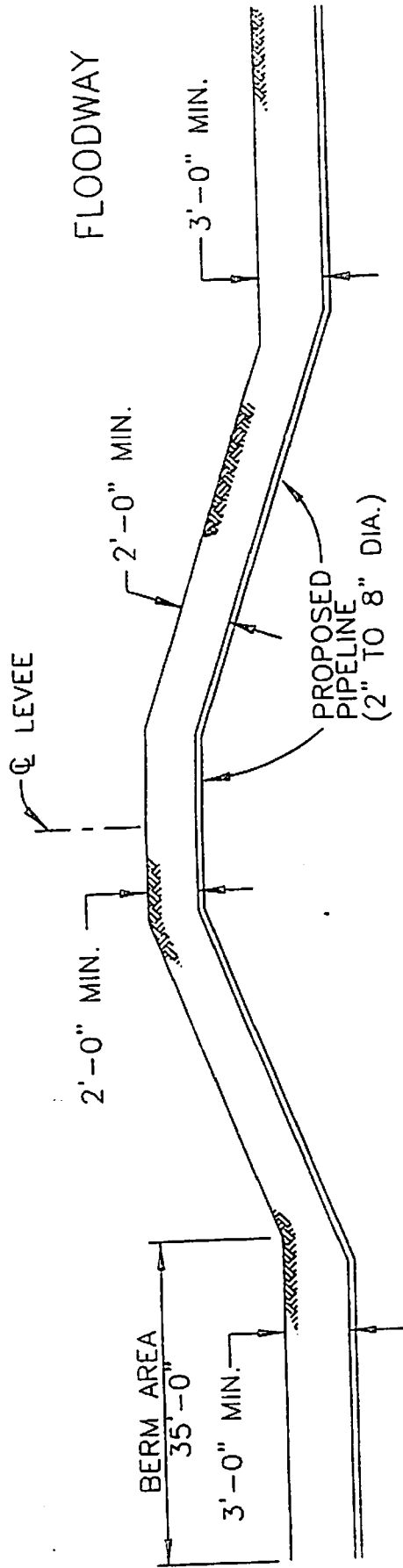
TITLE

If you have any questions or need additional information, you may contact our Realty Specialist, Mr. Saul Barrera, at (956) 565-3159 Ext. 235.

Sincerely,

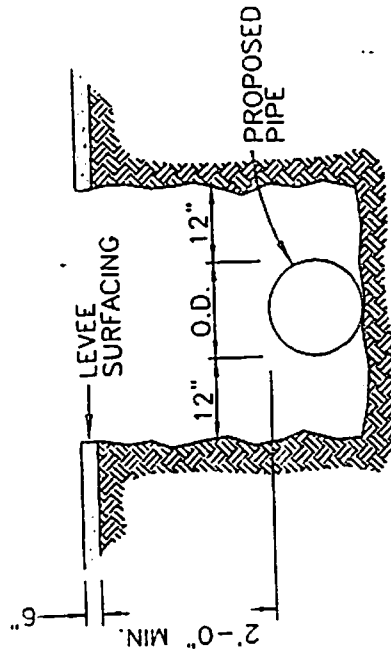


Rodolfo Montero
Area Operations Manager



TYPICAL PIPELINE LEVEE CROSSING DETAIL

N.T.S.



TYPICAL EXCAVATION SECTION

N.T.S.

REV.	DESCRIPTION	RECOMM'D. BY	DATE
	INTERNATIONAL BOUNDARY AND WATER COMMISSION UNITED STATES AND MEXICO UNITED STATES SECTION		
PIPELINES CROSSING LEVEES 2" TO 8" DIAMETER PIPES DETAILS			
DRAWN	C.B.	RECOMMENDED	
CHECKED	R.P.	APPROVED	CJM
1 OF 1	EL PASO, TEXAS	JAN:	1 24953

CITY OF MISSION WATER DEPARTMENT
Application for Service / Solicitud de Servicios

Attention: Request for service made after 3:00 PM will be processed the next business day.
Atencion: Solicitud de servicio despues de las 3:00 PM será procesado el proximo día de trabajo.

Effective Service Date / Fecha efectiva del Servicio: _____

Do You / Usted: _____ Own / Es Dueno _____ Rent / Es Rentero

Name on Account/ Nombre en la cuenta: Hidalgo County Pct #3 ANZALDUAS PARK

Service Address / Dirección del servicio: ANZALDUAS PARK

Mailing address / Dirección de correspondencia: P.O. Box 607

City/Ciudad: Mission State/Estado: TX Zip Code/Codigo postal: 78572

Home or cell phone # / numero de teléfono de casa o celular: (956) 585-4509

Type of Identification/Tipo de identificación:

_____ Texas Driver's License Number/Licencia de manejar de Texas Numero: _____

_____ Out of State Driver's License Number/ Licencia de manejar de Texas Numero: _____

_____ Other/Otro: Type: _____

2" rta.
TRD - 650.00
CO 10.00
Total 660.00

Numero de identificación: _____

Work phone # / Teléfono del trabajo: (956) 585-4509

Sergio
Cell - 929-6094

Spouse or Authorized Person / Esposo(a) o Persona Autorizada: _____

Please check the following that apply to your request / Por favor de indicar lo que solicita:

- New Services / Servicios Nuevo
- _____ Transfer service from another address / Transferir Servicios de otra dirección

Previous Account Number / Numero de Cuenta Anterior: _____

Type of Account / Tipo de Cuenta:

- _____ Residential / Residencial Is there a trash can? / Tiene bote de basura? Yes _____ No _____
- Commercial / Comercial Do you need a Dumpster? Yes _____ No _____

All statements on this application are true and correct. Any information that is found to be incorrect or false, will result in the City not providing services until all information has been corrected. I also agree to pay any and all previous water/sewer/garbage/and other charges I have with the City before the City will provide water service under this application. I further agree that failure to pay any charges billed on my water bill will cause my water service to be disconnected and not reinstated until all balances due to the City for water, sewer, sanitation and any other charges included on my water account is paid in full.

Toda la informacion contenida en esta aplicacion es verdad y correcta. Cualquier informacion que se encuentre ser incorrecta o falsa, causara que la ciudad no me establezca servicios hasta que toda la informacion sea corregida. Estoy de acuerdo pagar todas las cuentas de agua/agua sanitaria/basura/y otros cargos anteriores que le deba a la ciudad antes de que la ciudad me establezca los servicios pedidos bajo esta aplicacion. Tambien estoy de acuerdo que mi falta de pagar todos los cargos en mi cuenta de agua, causara que la ciudad me cierre mi cuenta de agua, y se mantendra cerrada hasta que todos lo debido a la ciudad por servicios de agua, desagua, basura y cualquier otros cargos incluidos en mi cuenta de agua sean pagados en total.

439

Sergio M. Samy
Signature / Firma

5/11/11
Date/Fecha

OFFICE USE ONLY

Receipt #: _____ Work order#: _____ Date: _____

Clerk: _____ Dep. amount: _____ Acct. # _____

obj 439

Perla Lopez

From: Norma Ceballos [norma.cebалlos@co.hidalgo.tx.us]
Sent: Thursday, May 12, 2011 1:39 PM
To: 'Perla Lopez'
Subject: FW: Meter Estimate

From: Willie Seguin [mailto:wseguin@mission.lib.tx.us]
Sent: Thursday, May 12, 2011 12:53 PM
To: norma.cebалlos@co.hidalgo.tx.us
Cc: 'Roberto Salinas'; 'Hector Guzman'; 'Janie Flores'; CEGUITZ@YAHOO.COM
Subject: Meter Estimate

Ms. Ceballos,

The estimate for the installation of the 2" water meter at Anzaldua's Park is as follows:

1 - 2" Meter	\$ 650
1 - 2" Backflow preventer	\$ 345
2 - 2" Valves @ \$150 each	\$ 300
1 - 200 ft 2" inch pipe	\$ 200
1 - 2" "T" connector	\$ 50
1 - Use of Boring Machine	<u>\$ 150</u>

TOTAL \$1,695

We will not charge for the labor as the County will be providing manpower for the prep and finishing work, (locating existing water line on levee, preparing area for boring machine, trenching on downside of levee, etc.) on the job.

Please call me as soon as this gets approved so we can schedule the project as soon as possible.

If you have any questions, please let me know.

Guillermo Seguin
Deputy City Manager
City of Mission, Texas
1201 East 8th Street
Mission, Texas 78572
(956) 580-8724 (Office)
(956) 580-8768 (Fax)
Ephesians 2:8-9

AI-26524

18.A.1.

**2011 appropriation for Fund 1241 Courthouse Security for Police Supplies
CC REGULAR**

Date: 05/17/2011
Submitted By: Erika Zamora, BUDGET & MANAGEMENT
Submitted For: Dina Trevino
Department: BUDGET & MANAGEMENT

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

Information

CAPTION

Courthouse Security (1241):
Approval of 2011 appropriation of funds for Courthouse Security in the amount of \$500.00 to fund police supplies expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1241-421-23-115-044-0-611
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Appropriation of funds in the amount of \$500.00 to fund police supplies expenditures.

Funds available in Unreserved F/B as of 5-5-11.

Attachments

Link: [Appropriation](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Erika Zamora	Erika Zamora	05/05/2011 10:16 AM	APRV
2	Budget & Management	Erika Zamora	05/05/2011 10:17 AM	APRV
3	Ivan Cantu	Ivan Cantu	05/05/2011 10:27 AM	APRV
4	Budget & Management	Erika Zamora	05/05/2011 01:00 PM	APRV
5	Auditor's Office		05/12/2011 05:18 PM	NEW

Form Started By: Erika Zamora

Started On: 05/05/2011 09:57 AM

Final Approval Date: 05/12/2011

DATE: May 10, 2011

2011
Appropriation



DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management
for Courthouse Security (Fund 1241)

ACCOUNT NUMBER: 1-1241-421-23-115-044-0-611

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

Contact: Erika Zamora
Ph#: 292-7025 Ext. 5416

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBERS	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
1-1241-421-23-115-044-0-611	Courthouse Security-Police Supplies	\$ 500.00
TOTAL BUDGET INCREASE (DECREASE)		500.00

REASON:
Appropriation to fund 4 quarterly reports & 4 film badges from Atomic Energy Industrial Laboratories and other anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-26608

18.A.2.

Interfund Transfer - Hurricane Alex

CC REGULAR

Date: 05/17/2011
Submitted By: Perla Lopez, BUDGET & MANAGEMENT
Submitted For: Sergio Cruz
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management **Sub-category:** Budget & Management

Information

CAPTION

Designated Purpose Level 0 (1280):
Approval of 2011 appropriation/transfer from General Fund unreserved fund balance (1100) to Hurricane Alex (1280) in the total amount of \$123,609.53 (75% of FEMA Reimbursement) as per Texas Local Government Code Section 111.070 to address emergency expenditures related to Hurricane Alex.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1XX0-XXX-0X-XXX-XXX-X-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Available General Fund (1100) fund balance as of 5/11/11.

Attachments

Link: [Interfund](#)

Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
1		Perla Lopez	Perla Lopez	05/12/2011 10:04 AM	APRV
2		Budget & Management	Erika Zamora	05/12/2011 11:13 AM	APRV
3		Manuel Chapa	Manuel Chapa	05/12/2011 11:17 AM	APRV
4		Auditor's Office		05/12/2011 05:18 PM	NEW

Form Started By: Perla Lopez Started On: 05/11/2011 11:17 AM

Final Approval Date: 05/12/2011

AI-26638

18.B.1.

Request to create new position (s)

CC REGULAR

Date: 05/17/2011
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: Commissioners Court Executive Office
Department: BUDGET & MANAGEMENT

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

Information

CAPTION

Employee Benefits Division (Funds 2201 & 2202):

a. Approval to create the following full time positions:

Department/ Program	Slot No.	Position Title	Classification	Salary
DBM- Health Benefits Adm 115-009	012	Accountant IV	G14,S1	\$50,487.00
DBM - W/C Division 115-065	012	Claims Investigator I	G11,S1	\$40,078.00

- b. Approval of appropriation(s) of funds.
- c. Approval of revised salary schedules.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** see below
FUNDS AVAILABLE Y/N?: yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Availability of funds: Fund Balance

Fund 2201- See attached appropriation
Fund 2202- See attached appropriation

Attachments

Link: [backup](#)
Link: [pars](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Rosie Cantu	05/12/2011 12:57 PM	APRV
2	Budget & Management	Erika Zamora	05/12/2011 01:23 PM	APRV

3	Sylvia Solis	Sylvia Solis	05/12/2011 05:10 PM	APRV
4	Auditor's Office		05/12/2011 05:18 PM	NEW

Form Started By: Rosie Cantu
Started On: 05/12/2011 09:39 AM
Final Approval Date: 05/12/2011

CLAIMS INVESTIGATOR I

GRADE: 11

GENERAL DESCRIPTION

Performs (entry-level) claims investigator work; under general direction, works in assisting Claims Investigator II to investigate and process claims against the county and makes recommendation to eliminate and deter future claims.

EXAMPLES OF WORK PERFORMED

Assists in providing advice on making a claim and the processes involved

Assists in investigating claims of property damage and personal injury involving the county of Hidalgo

Assists in investigating reports of premise defects, damages or other potential hazards

Assists in recommending settlement with claimants or legal representatives

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

Assists in gaining information from other professionals, such as the police and medical and technical staff

Respond to inquiries on the proper procedures to file a claim

Assist in processing claims and maintains status files

May travel within a working day (to meet clients) is frequent

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Two (1) year of experience with investigations related to claims of property damage, personal injury, liability, etc. Associates Degree in Business or related field. Bachelors Degree preferred. Two (2) years of experience maybe substituted for one (1) year of education.

Knowledge, Skills, and Abilities

Knowledge of investigative techniques

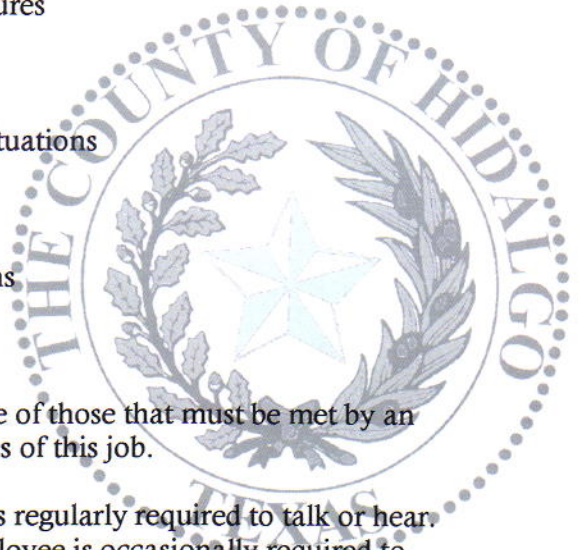
Knowledge of insurance industry practices and procedures

Good numeracy and literacy skills

Initiative and the ability to adapt quickly to different situations

Skill in preparing and maintaining case files

Ability to use tact and diplomacy in all communications



PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

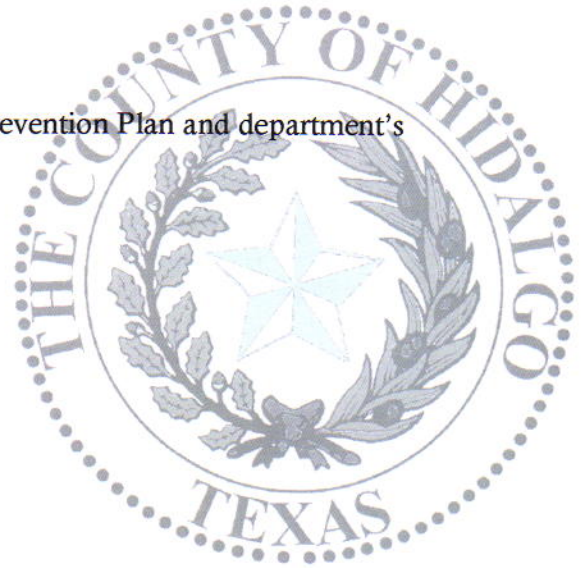
- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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



**HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE**

1-22202-419-50-115-065-0

DBM - W/C DIVISION

AI - 26638

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION	
								Longevity 115	Interpet. 116	Supplern. 117	Auto A. 118	Clothing 119		
8	113	CLAIMS INVESTIGATOR II	13	1	\$46,747.00	\$46,747.00	\$46,747.00	\$420.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47,167.00
9	113	WC SPECIALIST II	11	3	\$42,884.00	\$42,884.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10	113	WC SPECIALIST I	9	1	\$34,360.00	\$34,360.00	\$34,360.00	\$420.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,780.00
11	113	WC SPECIALIST I	9	1	\$34,360.00	\$34,360.00	\$34,360.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,960.00
		PROPOSED: NEW POSITION ↓												
0012		CLAIMS INVESTIGATOR I	11	1	\$40,078.00	\$40,078.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL					\$198,429.00	\$198,429.00	\$115,467.00	\$1,440.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$116,907.00

Approval to create one (1) full time Claims Investigator I position, slot no. 012.

ACCOUNTANT IV

GRADE: 14

GENERAL DESCRIPTION

Employee performs complex accounting work. Work involves preparing and overseeing the preparation of financial statements, records, and reports. May specialize in some phase of accounting work such as federal funds accounting; property and equipment control, cost, payroll, or bond servicing. May assign and/or supervise the work of others. Employee works under limited supervision with moderate latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Prepares financial statements, budgets, vouchers, and payrolls submitted by the agency

Prepares technical reports on estimates, cost data, and budget limits

Prepares monthly status analyses of funds and expenditures

Maintains adequate records of expenditures, funds, appropriations, and expenses, as well as of revenue collected and deposited

Maintains and/or oversees the maintenance of systems and controls necessary to provide accurate accounts of expenditures and budget balances for agency programs

Reviews various records, reports, applications, and contracts

May instruct staff on the maintenance of accounting records on expenditures and revenue collected, the positing of general ledgers, and the posting of journals

May approve and sign expense accounts and purchase vouchers submitted for payment

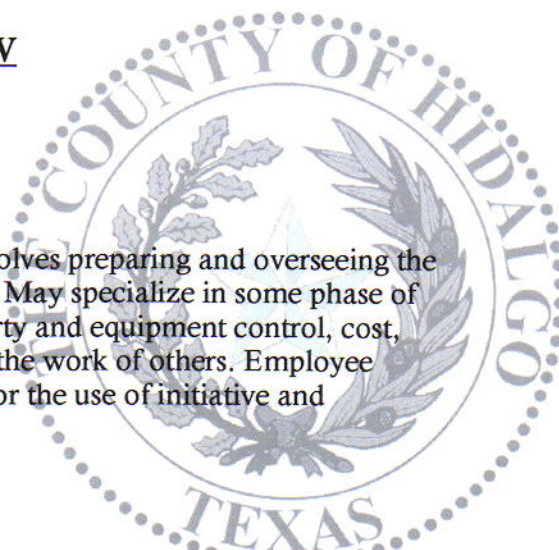
May assist in planning accounting and clerical work procedures

May direct the maintenance of accounting records on receipts and disbursements

May allocate tax revenues to the appropriate funds

May assign and/or supervise the work of others

Performs related work as assigned



GENERAL QUALIFICATION GUIDELINES

Experience and Education

Three to five (3-5) years demonstrated experience in accounting, governmental accounting, or commercial accounting, including supervisory experience; Graduation from an accredited four-year college or university with major course work in accounting or finance with 15 hours of accounting courses.

Knowledge, Skills, and Abilities

Knowledge of the agency's fiscal program; of governmental accounting; of budget control methods, policies, and procedures; and of laws and regulations pertaining to financial operations

Ability to interpret and apply accounting theory, to plan and coordinate financial programs, to plan procedures and coordinate accounting operations, to interpret laws and regulations, and to assign and/or supervise the work of others

Knowledge in Uniform Grants Management Standards (UGMS) and GAAP

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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



DATE: May 12, 2011

2011
Appropriation



DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: DBM for DBM- HEALTH BENEFITS ADM

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

Contact Person: Rosie Cantu Ph# (956) 292-7025 ext. 5408

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
1-2201-415-00-115-009-0-113	HEALTH BENEFITS ADM	REG F/T EMPLOYEES	31,845.65
1-2201-415-00-115-009-0-211	HEALTH BENEFITS ADM	HEALTH INSURANCE	2,270.77
1-2201-415-00-115-009-0-212	HEALTH BENEFITS ADM	LIFE INSURANCE	17.03
1-2201-415-00-115-009-0-220	HEALTH BENEFITS ADM	FICA	2,436.19
1-2201-415-00-115-009-0-230	HEALTH BENEFITS ADM	RETIREMENT	3,057.18
1-2201-415-00-115-009-0-250	HEALTH BENEFITS ADM	UNEMPLOYMENT COMP.	159.23
TOTAL BUDGET INCREASE (DECREASE)			39,786.05

REASON: TO APPROPRIATE FUNDS TO COVER THE SALARIES AND RELATED FRINGE BENEFIT EXPENDITURES OF ONE (1) NEW PROPOSED POSITION (ACCOUNTANT IV). THE SALARIES AND FRINGE BENEFITS HAVE BEEN PRORATED.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

**HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE**

**1-2201-415-00-115-009-0
HEALTH BENEFITS ADM**

AI - 26638

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION	
								Longevity 115	Interpet. 116	Supplm. 117	Auto A. 118	Clothing 119		
0007	113	ADMINISTRATIVE ASSISTANT II	6	6	\$32,051.00	\$32,051.00	\$32,051.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,051.00
0008	113	DIRECTOR EMPL BNFTS DIVISION	18	1	\$68,687.00	\$68,687.00	\$68,687.00	\$540.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$69,227.00
0009	113	CLERK IV	7	2	\$30,489.00	\$30,489.00	\$30,489.00	\$420.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,909.00
0010	113	ADMINISTRATIVE ASSISTANT II	6	1	\$27,276.00	\$27,276.00	\$27,552.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,552.00
0011	113	EMPLOYEE BENEFITS SPECIALIST II	11	3	\$42,884.00	\$42,884.00	\$42,884.00	\$900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43,784.00
		PROPOSED: NEWPOSITION ↓												
0012		ACCOUNTANT IV	14	1	\$50,487.00	\$50,487.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL						\$251,874.00	\$201,663.00	\$1,860.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$203,523.00

Approval to create one (1) full time Accountant IV position, slot no. 012.



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HEALTH BENEFITS ADM (115-009)

DATE: 05/12/11

CURRENT POSITION TITLE:

CURRENT SLOT. #: 012

REQUESTED POSITION TITLE: ACCOUNTANT IV

REQUEST FOR:

New Position Temporary Position Position Reclassification* Other _____

POSITION SALARY REQUEST:

<u>1</u>	<u>-0-</u>	<u>G14,S1</u> <u>50,487.00</u>	\$	<u>50,487.00</u>
NO. OF POSITIONS	CURRENT GRADE & STEP/ SALARY/ ALLOWANCE	PROPOSED GRADE & STEP/ SALARY/ ALLOWANCE		NET CHANGE

Position to be funded from one of the following:

Current Department Budget Annual Budget Cycle Will Require Additional Funds

Other FUND BALANCE 2201

POSITION TYPE:

Full Time Employee Object 113 Part Time Employee Object 114

Enter hourly rate for temp. positions

Full Time Temporary Object 121 Part Time Temporary Object 122

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:

Exempt
Non-Exempt

FLSA:

Exempt
Non-Exempt

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

Due to the growing number of County employees, the program is in need of an accountant to manage the various accounts required to administer the health benefits program.

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

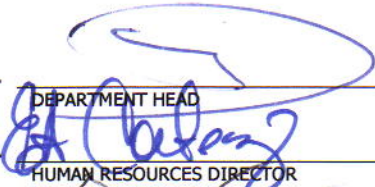
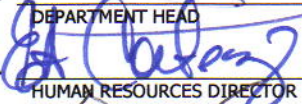
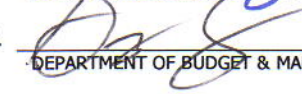
Accountant will insure that all insurances which include medical and voluntary products are reconciled monthly for proper coverages. Accountant will invoice employees who are on approved leave, retirees, etc, to continue benefits when applicable. Other tasks include running reports, and other duties as assigned.

POSITION RECLASSIFICATION: 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	<u>05/12/2011</u> DATE	FUNDING AVAILABLE IN DEPT. BUDGET	<input type="checkbox"/> YES	<input type="checkbox"/> NO
2.	 HUMAN RESOURCES DIRECTOR	<u>5/13/2011</u> DATE	PERSONNEL PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
3.	 DEPARTMENT OF BUDGET & MANAGEMENT	<u>05/12/2011</u> DATE	BUDGET PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
4.	COMMISSIONERS COURT APPROVAL	DATE			



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: DBM - W/C DIVISION (115-065)

DATE: 05/12/11

CURRENT POSITION TITLE:

CURRENT SLOT. #: 012

REQUESTED POSITION TITLE: CLAIMS INVESTIGATOR I

REQUEST FOR:

New Position Temporary Position Position Reclassification* Other _____

POSITION SALARY REQUEST:

<u>1</u>	<u>-0-</u>	<u>G11,S1</u> <u>40,078.00</u>	\$	<u>40,078.00</u>
NO. OF POSITIONS	CURRENT GRADE & STEP/ SALARY/ ALLOWANCE	PROPOSED GRADE & STEP/ SALARY/ ALLOWANCE		NET CHANGE

Position to be funded from one of the following:

Current Department Budget Annual Budget Cycle Will Require Additional Funds

Other FUND BALANCE 2202

POSITION TYPE:

Full Time Employee Object 113 Part Time Employee Object 114 _____
 Full Time Temporary Object 121 Part Time Temporary Object 122 _____

Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

CIVIL SERVICE:

Exempt	<input type="checkbox"/>	FLSA:	Exempt	<input type="checkbox"/>
Non-Exempt	<input checked="" type="checkbox"/>	Non-Exempt	Non-Exempt	<input checked="" type="checkbox"/>

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

The workers comp section investigates an average of 60 employee injury reports per month. Currently there is only 1 Claims Investigator performing these duties and is in much need of assistance.

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



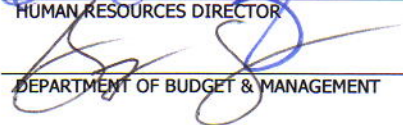
Assists in investigating employee injury claims and makes recommendations to eliminate and deter future claims.

POSITION RECLASSIFICATION: 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	5/12/2011 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	<input type="checkbox"/> YES	<input type="checkbox"/> NO
2.	 HUMAN RESOURCES DIRECTOR	5/13/2011 DATE	PERSONNEL PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
3.	 DEPARTMENT OF BUDGET & MANAGEMENT	05/12/2011 DATE	BUDGET PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

AI-26572

19.A.4.

**Mats-Dust Mops and Shop Rags-RFB No: 2011-010A-03-09-SGS
CC REGULAR**

Date: 05/17/2011
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Discussion and action on the following in connection to RFB NO:
2011-010A-03-09-SGS-Mats-Dust Mops and Shop Rags-Hidalgo County;

- a. Requesting rescission of action taken on 04/26/11-AI#25961 for the award of bid and approval of a contract - specifically with UniFirst Corporation including Product #3-Wipes (through the drawing of lots) inasmuch as vendor is refusing to execute contract for the three (3) awarded items as detailed in e-mail attached herein; and,
- b. Approval to award the three items above (originally awarded to UniFirst) to next low bidder-G&K Company and inclusion of said items in their contract.

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

Purchases/services are on an as needed basis, various department users/accts. See attached exp report for funding sources and availability of funds.

Attachments

- Link: [Minutes and AI#25961](#)
- Link: [Email Request From UniFirst Corporation](#)
- Link: [exp report](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/11/2011 11:04 AM	APRV
2	Budget & Management	Erika Zamora	05/11/2011 11:46 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	05/12/2011 01:14 PM	APRV
4	Auditor's Office		05/12/2011 05:18 PM	NEW

Form Started By: Vangie Garcia Started On: 05/10/2011 09:47 AM

A. Hidalgo County

- 1. Current inter-local(s) and/or contract(s) for the "Housing of Inmates"**
- 2. Presentation for discussion, consideration and action**

Including, but not limited to, the following items in connection with New Adult Detention Center:

- a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage**
 - b) Construction of additional pod(s)**
 - c) Selection and engagement of an architect for the construction of additional pods**
- 3. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:**
 - a) Renovations of administration building**
 - b) Other ongoing county owned building construction, renovation repair projects**
 - c) Emergency situations occurring since last agenda meeting**

NO ACTION taken on item 19.A.1, 2 & 3.a, b & c.

- 4. AI-26303 Authority for Hon. Ramon Garcia, Hidalgo County Judge to execute/sign a Vehicle Transfer Notification form for a vehicle sold through auction by Hidalgo County on 6-30-2001 as surplus by Pct. #4 with recommendation by Hidalgo County Tax Office as a remedy to a notification from Harris County of toll violation invoice (attached hereto) for said vehicle and thus remove any future liability to Hidalgo County-Pct. #4. Note: No title transfer has ever been requested since auction of vehicle.**

On motion of Commissioner Joseph Palacios, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

- 5. AI-25961 a. Recommending award of bids and approval of multiple contracts to vendors submitting lowest bids in each category meeting all specifications/requirements attached hereto with Unifirst Corporation and G & K Company for Hidalgo County-"Mats-Dust Mops and Shop Rags" - RFB No.: 2011-010A-03-09-SGS; and**

On motion of Commissioner Flores, seconded by Commissioner Joseph Palacios, the Court made a UNANIMOUS vote of approval.

b. Requesting approval on the drawing of lots on two (2) line items that are equal in prices as submitted by the two participants in order to determine the awardee of such line items pursuant to Texas Local Government Code Section 262.027 (b) (see loc. gov. code attachment);

1. Product #3-Wipes-Each vendor having submitted bid of \$5.00: Awarded Vendor: Unifirst Corporation;

2. Product #6-Shop Rags-Each vendor having submitted bid of \$15.00: Awarded Vendor: G & K Company.

On motion of Commissioner Flores, seconded by Commissioner Joseph Palacios, the Court made a UNANIMOUS vote to approve items 19.A.5.b.1 & 2.

APPROVED**AI-25961****19.A.5.****Award-Mats-Dust Mops and Shop Rags****CC REGULAR****Date:** 04/26/2011

Submitted By: Sandy Suarez, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Sub-category: Hidalgo County

Information

CAPTION

a. Recommending award of bids and approval of multiple contracts to vendors submitting lowest bids in each category meeting all specifications/requirements attached hereto with Unifirst Corporation and G & K Company for Hidalgo County-"Mats-Dust Mops and Shop Rags" -RFB No.: 2011-010A-03-09-SGS; and

b. Requesting approval on the drawing of lots on two (2) line items that are equal in prices as submitted by the two participants in order to determin the awardee of such line items pursuant to Texas Local Government Code Section 262.027 (b) (see loc. gov. code attachment);

1. Product #3-Wipes-Each vendor having submitted bid of \$5.00: Awarded Vendor:

_____;

2. Product #6-Shop Rags-Each vendor having submitted bid of \$15.00: Awarded Vendor:_____.

BACKGROUND

1. Current contract will expire on April 30, 2011.
2. New contract will commence on May 01, 2011.
3. Recommended vendors are G & K Services and Unifirst.

4. Line items are as follow:

Product #4-Wet Mops

Product #6-Shop Rags

Fiscal Impact

FISCAL YEAR: 2011

ACCT. #: various

FUNDS AVAILABLE Y/N?: see attach

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Purchases/ services are on an as needed basis. See attached exp report for possible funding sources and availability of funds.

Attachments

Link: [Texas Loc. Gov. Code 262.027\(b\)](#)

Link: [Tabulation, Participation, Comparison](#)

Link: [C-11-010A-04-28-G & K](#)

Link: [C-11-010B-04-28-UNIFIRST](#)

Link: [exp report](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/19/2011 02:18 PM	APRV
2	Budget & Management	Erika Zamora	04/19/2011 02:32 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	04/21/2011 05:08 PM	APRV
4	Auditor's Office		04/21/2011 05:36 PM	NEW
Form Started By: Sandy Suarez			Started On: 03/25/2011 09:37 AM	
Final Approval Date: 04/21/2011				

- 3. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:
 - a) Renovations of administration building
 - b) Other ongoing county owned building construction, renovation repair projects
 - c) Emergency situations occurring since last agenda meeting

4. AI-26303

Authority for Hon. Ramon Garcia, Hidalgo County Judge to execute/sign a Vehicle Transfer Notification form for a vehicle sold through auction by Hidalgo County on 6-30-2001 as surplus by Pct. #4 with recommendation by Hidalgo County Tax Office as a remedy to a notification from Harris County of toll violation invoice (attached hereto) for said vehicle and thus remove any future liability to Hidalgo County-Pct. #4. Note: No title transfer has ever been requested since auction of vehicle.

approved

5. AI-25961

a. Recommending award of bids and approval of multiple contracts to vendors submitting lowest bids in each category meeting all specifications/requirements attached hereto with Unifirst Corporation and G & K Company for Hidalgo County-"Mats-Dust Mops and Shop Rags" -RFB No.: 2011-010A-03-09-SGS; and

b. Requesting approval on the drawing of lots on two (2) line items that are equal in prices as submitted by the two participants in order to determine the awardee of such line items pursuant to Texas Local Government Code Section 262.027 (b) (see loc. gov. code attachment);

1. Product #3-Wipes-Each vendor having submitted bid of \$5.00: Awarded Vendor: Unifirst;

2. Product #6-Shop Rags-Each vendor having submitted bid of \$15.00: Awarded Vendor: G&R.

6. AI-25099

Consideration and action on the following items in connection with "RFP No: 2010-343-11-10-YZV-Financial Advisory Services so as to proceed in finalizing said project:

a. Acceptance and approval of Letter of Engagement (for a term of one year) which includes best and final offer with the firm of First Southwest with effective date of: April 28, 2011 or August 28, 2011 as determined under the following;

b. Action for Hidalgo County to opt to exercise the thirty (30) days' written Notice of Termination to Estrada-Hinojosa & Company as provided in the Letter of Engagement (more specifically under page 4-section VI) and thus agree that only services provided and expenses incurred to the date of termination will be due and payable.

B. Pct. 1

1. AI-26357

Requesting authorization/approval to request proposals from awarded Job Order Contractors (through County's membership/participation in various cooperative purchasing programs/association, etc.) for the relocation & repairs of a Portable Building located on 1015 South to be moved to Mile 11 N & Mile 1 1/2 E. in Mercedes, TX, (Project #11-130-OGG) and Relocation & Repairs to WIC Clinic to move, re-level and repair at same location (Project # 11-098) from:

a. Herrera & Hunt Inc. and Alpha Building Corporation (awarded through Hidalgo County's membership/participation with Harris County Department of Education's JOC Program); and,

b. CAS Companies JOC thru TCPN Contract #R-5004 as approved on 05/24/10

approved

approved

Evangelina Garcia

From: Carlos_Antunez@unifirst.com
Sent: Wednesday, May 04, 2011 4:33 PM
To: Evangelina.Garcia@co.hidalgo.tx.us
Cc: Alberto_Moreno/admin@unifirst.com; Andres_J_Hernandez/admin@unifirst.com;
Fernando_Cabrera/admin@unifirst.com
Subject: Bid No 2011-010A-03-09

Evangelina,

Due to the lack of value and the decision to split Bid No 2011-010A-03-09 Unifirst Corporation request to **withdraw** its Bid. We will pick up our product during the week of May 9-13 2011.

Thank You,

Carlos Antunez
Service Manager
Unifirst Corporation
515 E. Beech Ave.
McAllen TX 78501
956-686-0281

For 01/01/11 - 01/31/12

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account No/Description</u>		<u>Adjusted Budget</u>	<u>Y-T-D Encumb</u>	<u>Period Expended</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
1-1100-412-00-001-001-0-343	92ND DC-LAUNDRY & DRY CLEANING	60.00	.00	.00	.00	60.00	.00
1-1100-412-00-002-001-0-343	93RD DC-LAUNDRY & DRY CLEANING	50.00	.00	.00	.00	50.00	.00
1-1100-412-00-002-001-0-607	93RD DC-HOUSEHOLD & JANITORIAL SUPPLIES	500.00	36.00	26.50	26.50	437.50	12.50
1-1100-412-00-003-001-0-343	139TH DC-LAUNDRY & DRY CLEANING	200.00	67.52	30.00	30.00	102.48	48.76
1-1100-412-00-003-001-0-607	139TH DC-HOUSEHOLD & JANITORIAL SUPPLIES	150.00	18.00	.00	.00	132.00	12.00
1-1100-412-00-004-001-0-607	206TH DC-HOUSEHOLD & JANITORIAL SUPPLIES	300.00	.00	.00	.00	300.00	.00
1-1100-412-00-005-001-0-343	275TH DC-LAUNDRY & DRY CLEANING	40.00	.00	.00	.00	40.00	.00
1-1100-412-00-005-001-0-607	275TH DC-HOUSEHOLD & JANITORIAL SUPPLIES	100.00	.00	.00	.00	100.00	.00
1-1100-412-00-006-001-0-343	332ND DC-LAUNDRY AND DRY CLEANING	50.00	.00	.00	.00	50.00	.00
1-1100-412-00-006-001-0-607	332ND DC-HOUSEHOLD & JANITORIAL SUPPLIES	600.00	.00	.00	.00	600.00	.00
1-1100-412-00-008-001-0-607	389TH DC-HOUSEHOLD & JANITORIAL SUPPLIES	165.00	3.00	18.00	18.00	144.00	12.73
1-1100-412-00-009-001-0-343	398TH DC-LAUNDRY & DRY CLEANING	50.00	.00	.00	.00	50.00	.00
1-1100-412-00-009-001-0-607	398TH DC-HOUSEHOLD & JANITORIAL SUPPLIES	400.00	.00	124.99	124.99	275.01	31.25
1-1100-412-00-010-001-0-343	430TH DC-LAUNDRY & DRY CLEANING	300.00	165.00	30.00	30.00	105.00	65.00
1-1100-412-00-010-001-0-607	430TH DC-HOUSEHOLD & JANITORIAL SUPPLIES	400.00	.00	131.33	131.33	268.67	32.83
1-1100-412-00-011-001-0-343	449TH DC-LAUNDRY & DRY CLEANING	150.00	.00	.00	.00	150.00	.00
1-1100-412-00-011-001-0-607	449TH DC-HOUSEHOLD & JANITORIAL SUPPLIES	500.00	.00	.00	.00	500.00	.00
1-1100-412-00-022-001-0-607	CCL#2-HOUSEHOLD & JANITORIAL SUPPLIES	750.00	.00	.00	.00	750.00	.00
1-1100-412-00-023-001-0-607	PROBATE CRT-HSEHLD & JANITORIAL SUPPL	100.00	24.00	6.00	6.00	70.00	30.00
1-1100-412-00-025-001-0-607	CCL#5-HSEHLD & JANITORIAL SUPPLI	280.00	44.00	6.00	6.00	230.00	17.86
1-1100-412-00-026-001-0-607	CCL#6-HOUSEHOLD & JANITORIAL SUPPLIES	300.00	.00	51.18	51.18	248.82	17.06
1-1100-412-00-032-001-0-607	MASTER CRT II-HOUSEHOLD & JANITORIAL SUP	50.00	12.00	6.00	6.00	32.00	36.00
1-1100-412-00-045-001-0-607	AUXILIARY CRT-HSHLD & JANITORIAL SUPPL	75.00	30.00	15.00	15.00	30.00	60.00
1-1100-412-00-061-001-0-607	JP PCT 1/PL 1-HSEHLD & JANITORIAL SUPPL	60.00	.00	.00	.00	60.00	.00
1-1100-412-00-062-001-0-607	JP PCT 1/PL 2-HSEHLD & JANITORIAL SUPPL	.00	.00	.00	.00	.00	.00
1-1100-412-00-063-001-0-607	JP PCT 2/PL 1-HSEHLD & JANITORIAL SUPPL	100.00	.00	.00	.00	100.00	.00
1-1100-412-00-064-001-0-607	JP PCT 2/PL 2-HSEHLD & JANITORIAL SUPPL	250.00	.00	.00	.00	250.00	.00
1-1100-412-00-066-001-0-607	JP PCT 3/PL 2-HSEHLD & JANITORIAL SUPPL	350.00	169.00	.00	.00	181.00	48.29
1-1100-412-00-080-002-0-607	CRIM DA-HSEHLD & JANITORIAL SUPPL	662.00	387.00	215.92	215.92	59.08	91.08
1-1100-412-00-090-001-0-607	DIST CLERK-HSEHLD & JANITORIAL SUPPLI	800.00	.00	784.10	784.10	15.90	98.01
1-1100-412-20-080-001-0-607	GRAND JURY-HOUSEHOLD & JANITORIAL SUPPLI	150.00	.00	.00	.00	150.00	.00
1-1100-412-30-085-003-0-607	PUBLIC DEFENDER-HSEHLD & JANITORIAL SUPP	100.00	21.18	.00	.00	78.82	21.18

Expenditure Summary Report

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1-1100-413-00-110-006-0-607	CO JUDGE-HSEHLD & JANITORIAL SUPPL	100.00	.00	36.85	36.85	63.15 36.85
1-1100-414-00-130-001-0-607	ELECTIONS DEPT-HSEHLD & JANITORIAL SUPPL	500.00	60.00	30.00	30.00	410.00 18.00
1-1100-415-15-140-001-0-607	TAX OFF-HSEHLD & JANITORIAL SUPPL	450.00	.00	345.57	345.57	104.43 76.79
1-1100-415-18-160-001-0-607	PURCHASING-HSEHLD & JANITORIAL SUPPL	78.92	.00	78.92	78.92	.00 100.00
1-1100-415-21-170-001-0-607	CO AUDITOR-HOUSEHOLD & JANITORIAL SUPPLI	295.00	18.00	65.22	65.22	211.78 28.21
1-1100-415-40-180-001-0-607	CO CLERK-HSEHLD & JANITORIAL SUPPLIES	300.00	.00	146.61	146.61	153.39 48.87
1-1100-415-50-190-002-0-607	HUMAN RESOURCES-HSEHLD & JANITORIAL SUPP	150.00	.00	135.72	135.72	14.28 90.48
1-1100-419-10-210-001-0-607	PLANNING DEPT-HOUSEHOLD & JANITORIAL SUP	54.00	54.00	.00	.00	.00 100.00
1-1100-419-40-220-001-0-343	FACILITIES MGMT-LAUNDRY & DRY CLEANING	30,000.00	4,223.45	19,578.10	19,578.10	6,198.45 79.34
1-1100-419-40-220-001-0-607	FACILITIES MGMT-HSEHLD & JANITORIAL SUPP	125,000.00	67,601.76	40,949.03	40,949.03	16,449.21 86.84
1-1100-421-00-125-011-0-607	TX DPS-HSEHLD & JANITORIAL SUPPL	100.00	.00	.00	.00	100.00 .00
1-1100-421-00-280-001-0-343	SHERIFF-LAUNDRY & DRY CLEANING	6,000.00	2,164.14	1,924.42	1,924.42	1,911.44 68.14
1-1100-421-00-280-001-0-607	SHERIFF-HSEHLD & JANITORIAL SUPPL	14,800.00	617.60	1,730.37	1,730.37	12,452.03 15.86
1-1100-421-00-292-001-0-607	CONSTABLE PCT.2-HSEHLD & JANITORIAL SUPP	225.00	.00	.00	.00	225.00 .00
1-1100-421-00-294-001-0-607	CONSTABLE PCT.4-HSEHLD & JANITORIAL SUPP	100.00	.00	22.23	22.23	77.77 22.23
1-1100-421-00-295-001-0-607	CONSTABLE PCT.5-HOUSEHOLD & JANITORIAL S	100.00	38.00	.00	.00	62.00 38.00
1-1100-422-10-300-001-0-607	FIRE MARSHAL-HSEHLD & JANITORIAL SUPPL	630.00	72.66	73.78	73.78	483.56 23.24
1-1100-423-21-280-002-0-343	JAIL-LAUNDRY & DRY CLEANING	25,000.00	2,327.89	6,080.29	6,080.29	16,591.82 33.63
1-1100-423-21-280-002-0-607	JAIL-HSEHLD & JANITORIAL SUPPL	269,200.00	37,117.49	64,192.29	64,192.29	167,890.22 37.63
1-1100-423-32-330-001-0-607	JUV DET HM-HSEHLD & JANITORIAL SUPPL	18,000.00	3,433.79	13,256.51	13,256.51	1,309.70 92.72
1-1100-432-00-121-001-0-343	PCT1 SANITATION-LAUNDRY & DRY CLEANING	6,100.00	994.35	1,853.80	1,853.80	3,251.85 46.69
1-1100-432-00-121-001-0-607	PCT1 SANITATION-HSEHLD & JANITORIAL SUPP	2,000.00	658.84	132.90	132.90	1,208.26 39.59
1-1100-432-00-122-001-0-343	PCT2 SANITATION-LAUNDRY & DRY CLEANING	8,000.00	6,000.00	1,070.25	1,070.25	929.75 88.38
1-1100-432-00-123-001-0-343	PCT3 SANITATION-LAUNDRY & DRY CLEANING	11,300.00	341.40	2,383.20	2,383.20	8,575.40 24.11
1-1100-432-00-123-001-0-607	PCT3 SANITATION-HSEHLD & JANITORIAL SUPP	1,200.00	401.22	481.04	481.04	317.74 73.52
1-1100-432-00-124-001-0-607	PCT4 SANITATION-HSEHLD & JANITORIAL SUPP	150.00	50.00	.00	.00	100.00 33.33
1-1100-441-00-340-001-0-343	HEALTH ADM-LAUNDRY & DRY CLEANING	6,100.00	2,458.35	848.40	848.40	2,793.25 54.21
1-1100-441-00-340-001-0-607	HEALTH ADM-HSEHLD & JANITORIAL SUPPL	8,000.00	.00	1,758.40	1,758.40	6,241.60 21.98
1-1100-441-00-340-003-0-607	HEALTH CLINICS-HSEHLD & JANITORIAL SUPPL	2,700.00	.00	2,483.50	2,483.50	216.50 91.98
1-1100-444-00-240-001-0-607	HUMAN SERVICES-HSEHLD & JANITORIAL SUPPL	900.00	59.68	671.20	671.20	169.12 81.21
1-1100-444-00-370-001-0-607	VETERAN'S SRV-HSEHLD & JANITORIAL SUPPL	100.00	18.00	.00	.00	82.00 18.00

For 01/01/11 - 01/31/12

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account No/Description</u>		<u>Adjusted Budget</u>	<u>Y-T-D Encumb</u>	<u>Period Expended</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
1-1100-452-00-121-013-0-343	PCT1 PARKS-LAUNDRY & DRY CLEANING	7,600.00	4,083.58	2,033.86	2,033.86	1,482.56	80.49
1-1100-452-00-121-013-0-607	PCT1 PARKS-HSEHLD & JANITORIAL SUPPL	5,500.00	319.80	1,309.10	1,309.10	3,871.10	29.62
1-1100-452-00-122-008-0-343	PCT2 PARKS-LAUNDRY & DRY CLEANING	10,000.00	8,003.77	627.19	627.19	1,369.04	86.31
1-1100-452-00-122-008-0-607	PCT2 PARKS-HSEHLD & JANITORIAL SUPPL	5,000.00	.00	.00	.00	5,000.00	.00
1-1100-452-00-123-008-0-343	PCT3 PARKS-LAUNDRY & DRY CLEANING	5,000.00	460.72	789.28	789.28	3,750.00	25.00
1-1100-452-00-123-008-0-607	PCT3 PARKS-HSEHLD & JANITORIAL SUPPL	7,000.00	712.46	869.31	869.31	5,418.23	22.60
1-1100-452-00-124-009-0-607	PCT4 PARKS-HSEHLD & JANITORIAL SUPPL	500.00	.00	.00	.00	500.00	.00
1-1100-461-00-380-001-0-607	TX AGRILIFE EXT-HSEHLD & JANITORIAL SUPP	300.00	.00	16.02	16.02	283.98	5.34
1-1100-466-00-121-050-0-607	PCT1 CRC-HOUSEHOLD & JANITORIAL SUPPLIES	300.00	130.15	.00	.00	169.85	43.38
1-1100-466-00-122-018-0-343	PCT2 CRC-LAUNDRY & DRY CLEANING	600.00	400.00	80.16	80.16	119.84	80.03
1-1100-466-00-122-018-0-607	PCT2 CRC-HSEHLD & JANITORIAL SUPPL	500.00	.00	432.00	432.00	68.00	86.40
1-1100-466-00-122-082-0-343	PCT2 CRC (S.TOWER)-LAUNDRY &DRY CLEANING	550.00	300.00	80.16	80.16	169.84	69.12
1-1100-466-00-122-082-0-607	PCT2 CRC (S.TOWER)-HSEHLD & JANITORIAL	1,750.00	.00	1,362.63	1,362.63	387.37	77.86
1-1200-431-00-121-004-0-607	PCT1 ADM-HSEHLD & JANITORIAL SUPPL	2,662.43	471.78	263.35	263.35	1,927.30	27.61
1-1200-431-00-121-005-0-343	PCT1 RD MAINT-LAUNDRY & DRY CLEANING	10,000.00	2,310.32	6,440.68	6,440.68	1,249.00	87.51
1-1200-431-00-121-005-0-607	PCT1 RD MAINT-HSEHLD & JANITORIAL SUPPL	1,500.00	267.80	712.70	712.70	519.50	65.37
1-1200-431-00-122-004-0-343	CW MECH SHOP-LAUNDRY & DRY CLEANING	3,312.54	2,522.38	317.46	317.46	472.70	85.73
1-1200-431-00-122-004-0-607	CW MECH SHOP-HSEHLD & JANITORIAL SUPPL	500.00	.00	.00	.00	500.00	.00
1-1200-431-00-122-005-0-343	PCT2 ADM-LAUNDRY & DRY CLEANING	400.00	15.75	255.70	255.70	128.55	67.86
1-1200-431-00-122-005-0-607	PCT2 ADM-HSEHLD & JANITORIAL SUPPL	2,500.00	622.14	991.83	991.83	886.03	64.56
1-1200-431-00-122-006-0-343	PCT2 RD MAINT-LAUNDRY & DRY CLEANING	18,070.00	14,321.10	1,968.50	1,968.50	1,780.40	90.15
1-1200-431-00-122-006-0-607	PCT2 RD MAINT-HSEHLD & JANITORIAL SUPPL	1,000.00	.00	.00	.00	1,000.00	.00
1-1200-431-00-123-004-0-607	PCT3 ADM-HSEHLD & JANITORIAL SUPPL	200.00	.00	.00	.00	200.00	.00
1-1200-431-00-123-005-0-343	PCT3 RD MAINT-LAUNDRY & DRY CLEANING	10,908.07	1,022.74	5,071.26	5,071.26	4,814.07	55.87
1-1200-431-00-123-005-0-607	PCT3 RD MAINT-HSEHLD & JANITORIAL SUPPL	3,191.43	157.90	575.63	575.63	2,457.90	22.98
1-1200-431-00-124-005-0-343	PCT4 ADM-LAUNDRY & DRY CLEANING	.00	.00	.00	.00	.00	.00
1-1200-431-00-124-005-0-607	PCT4 ADM-HSEHLD & JANITORIAL SUPPL	1,075.00	925.78	.00	.00	149.22	86.12
1-1200-431-00-124-007-0-343	PCT4 RD MAINT-LAUNDRY & DRY CLEANING	1,500.00	47.34	462.24	462.24	990.42	33.97
1-1200-431-00-124-007-0-607	PCT4 RD MAINT-HSEHLD & JANITORIAL SUPPL	1,207.64	284.66	585.00	585.00	337.98	72.01
1-1200-431-00-260-001-0-607	R-O-W DEPT-HSEHLD & JANITORIAL SUPPL	500.00	.00	.00	.00	500.00	.00
1-1247-412-50-100-001-0-607	LAW LIBRARY-HOUSEHOLD & JANITORIAL SUPPL	59.00	19.00	.00	.00	40.00	32.20
1-1292-441-00-350-001-1-607	WIC ADM-HSEHLD & JANITORIAL SUPPL	30,000.00	541.57	4,762.89	4,762.89	24,695.54	17.68
1-1293-441-00-340-042-1-607	PPCPS/PHER-HOUSEHOLD & JANITORIAL SUPPLI	5,000.00	.00	.00	.00	5,000.00	.00

Run Date 05/12/11 01:11 PM

Hidalgo County

Page No 4

For 01/01/11 - 01/31/12

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account No/Description</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumb</u>	<u>Period Expended</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
1-1295-423-00-330-028-0-343 WESL B/C-LAUNDRY & DRY CLEANING	250.00	.00	.00	.00	250.00	.00
1-1295-423-00-330-028-0-607 WESL B/C-HSEHLD & JANITORIAL SUPPL	18,000.00	.00	2,392.81	2,392.81	15,607.19	13.29
1-1297-423-00-320-002-1-607 BASIC SUPERVISION-HSEHLD & JANITORIAL SU	700.00	.00	25.36	25.36	674.64	3.62
1-1297-423-00-320-020-1-607 SATF-HSEHLD & JANITORIAL SUPPL	11,835.13	1,138.06	4,703.12	4,703.12	5,993.95	49.35
1-1297-423-00-320-030-1-607 CRTF-HOUSEHOLD & JANITORIAL SUPPLIES	2,844.87	290.18	102.69	102.69	2,452.00	13.81

AI-26616

19.A.5.

Final Negotiated contract for "Consulting Services for Energy Efficiency and Conservation Strategy" project.

CC REGULAR

Date: 05/17/2011

Submitted By: Gricelda Villarreal, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Sub-category: Hidalgo County

Information

CAPTION

Acceptance and approval of the final negotiated contract/agreement (viewed and approved as to form by legal counsel) which includes the best and final offer with Vazaldua and Associates for "Consulting Services for Hidalgo County Energy Efficiency and Conservation Strategy" project. (RFQ No.: 2010-339-10-20CGV)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 1

ACCT. #: 1-1287-431-00-110-074-3-311

FUNDS AVAILABLE Y/N?: YES

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

REF: AI 22911 cc 09-14-10

\$250,000.00 available funds as of 05-12-11.

Attachments

Link: [Negotiation Memo](#)

Link: [agreement](#)

Link: [insurance](#)

Link: [appendix](#)

Link: [liability ins.](#)

Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
1		Purchasing Department	Marty Salazar	05/12/2011 11:34 AM	APRV
2		Budget & Management	Erika Zamora	05/12/2011 12:01 PM	APRV
3		Rosalinda Cantu	Rosie Cantu	05/12/2011 02:31 PM	APRV
4		Auditor's Office		05/12/2011 05:18 PM	NEW

Form Started By: Gricelda Villarreal
Started On: 05/11/2011 01:49 PM

Final Approval Date: 05/12/2011



Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM
(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

To: Paul Vazaldia, Jr., Principal Consultant
Vazaldia and Associates

Via email: paulmv555@yahoo.com

From: Martha L. Salazar, Purchasing Agent
Hidalgo County Purchasing Department
C/O Cris, Ayala, Buyer III

Date: April 15, 2011

Re: Letter of Engagement for - RFQ- 2010-339-10-20CGV-"Energy Efficiency Conservation Strategy",
project.

Pursuant to the meeting held on Wednesday, April 13, 2011, Hidalgo County is confirming your firm's acceptance of the final negotiated items. It was discussed and agreed on your proposed rates and total fees (as attached hereto) will be included and made part of the letter of engagement with County of Hidalgo to provide services for the above referenced project.

We request that you submit a proposed draft letter of engagement, including any additional best and final offers by no later than 4:00 p.m. on Monday, April 18, 2011.

We ask that you approve by signing below acknowledgment of receipt with commitment to submit by deadline and return via fax to (956)292-7612 or via email to: cris.villarreal@co.hidalgo.tx.us or to martha.salazar@co.hidalgo.tx.us

Signed: Paul M. Vazaldia, Jr.

Printed Name: Paul M. Vazaldia, Jr.

Title: Owner

STATE OF TEXAS	§	ENERGY EFFICIENCY
	§	CONSERVATION BLOCK
	§	GRANT PROGRAM
COUNTY OF HIDALGO	§	AGREEMENT

This Agreement (the “Agreement”) is entered into this **17th day of May, 2011**, COUNTY OF HIDALGO (“COUNTY”), a political subdivision of the State of Texas, through its Department of Community Resources (the “Department”) and **Vazaldia and Associates**, (“CONSULTANT”), a professional corporation practicing under the law of the State of Texas (also, individually, a “Party” or, collectively, the “Parties”).

RECITALS

WHEREAS, COUNTY has received Energy Efficiency & Conservation Block Grant (“EECBG”) funds from the United States Department of Energy (“DOE”) under The American Recovery and Reinvestment Act of 2009 (the “ACT”); and

WHEREAS, COUNTY desires to secure consulting services from the Energy Efficiency and Conservation Block Grant Program, using funds from COUNTY’s 2010 EECBG direct allocation; and

WHEREAS, CONSULTANT has agreed to provide such services for the compensation provided herein;

NOW, THEREFORE, the Parties, agree as follows:

ARTICLE I **PURPOSE**

1.01 The purpose of this Agreement is to secure consulting services for the implementation and completion of the Energy Efficiency and Conservation Strategy (the “Project”).

ARTICLE II **CONSULTANT’S SERVICES**

2.01 CONSULTANT will perform the services described in COUNTY’s Request for Qualifications RFQ No.: 2010-339 and CONSULTANT’s response thereto (collectively, the “RFQ”, attached and incorporated into the Agreement as Exhibit “A”), in accordance with the standard of care required of other CONSULTANTs on similar projects. This shall include, but not limited to, CONSULTANT’s employment of sufficient qualified personnel and consultants to fully and timely accomplish the services promised and agreed to in this Agreement.

2.02 CONSULTANT shall perform all of its services agree hereunder in a manner satisfactory and acceptable to COUNTY, represented by the Department, in keeping with the standard of care provided by other consultants in similar projects. CONSULTANT’s Working Documents and Specifications for the Project shall be suitable for their intended use and shall include plans and profiles necessary to tie all Project Activities.

2.03 CONSULTANT's Working Documents and Specifications for the Project shall meet applicable federal, state, and local standards, codes and specifications in effect at the time of award to Contractors, including the ACT and the Americans with Disabilities Act and the Texas Accessibility Standards. CONSULTANT shall be responsible for securing all governmental approvals pertinent to the completion of CONSULTANT's work product, except that CONSULTANT shall request no waiver of any code, standard or specification without the prior written consent of the Hidalgo County Commissioners Court (the "Court").

ARTICLE III **PERIOD OF SERVICES**

3.01 Services will be completed in accordance with the RFQ and the ACT.

3.02 CONSULTANT shall not be liable or responsible for, and there shall be excluded from the computation of the aforesaid periods of time, any delays due to causes beyond CONSULTANT's reasonable control. Within 30 days from the occurrence of any event for which time for performance by CONSULTANT should be significantly extended under this provision, CONSULTANT may give written notice to COUNTY stating the reason for the extension and the actual or estimated time thereof.

ARTICLE IV **COORDINATION WITH COUNTY**

4.01 CONSULTANT shall hold periodic conferences with the Executive Director of the Department (the "Director") to ensure that the completed Project will be consistent with Hidalgo County's policies and standards.

4.02 The Director shall act on behalf of COUNTY with respect to the work to be performed under this Agreement. The Director shall have complete authority to transmit instructions, receive information, interpret and define COUNTY's policies and decisions with respect to materials, equipment, elements and systems pertinent to CONSULTANT's services.

4.03 COUNTY agrees to make available to CONSULTANT all existing maps, plans, field notes, statistics, compilations, and other data in its possession relative to the existing facilities and to the Project, at no cost to CONSULTANT.

4.04 All information made available to CONSULTANT will remain the property of COUNTY, and must be returned to COUNTY.

ARTICLE V **FEE SCHEDULE & PAYMENT**

5.01 COUNTY shall pay CONSULTANT an amount not to exceed **\$235,503.68** for services performed under this as detailed in *Appendix B*. CONSULTANT may begin incurring costs as of **May 17, 2011**.

5.02 CONSULTANT's invoices to COUNTY shall provide complete information and documentation to substantiate CONSULTANT's charges and shall be in form to be specified by the Hidalgo County Auditor. All payments to CONSULTANT shall be made on the basis of

the invoices submitted by CONSULTANT and approved by the Director, who shall either approve or reject the invoice submitted by CONSULTANT within ten (10) days of receipt. The invoices shall conform to the schedule of services and connected costs as set out above. All Reimbursable Expenses shall be clearly shown on a separate invoice. Should the Director request additional back-up material, CONSULTANT shall comply promptly with the request. Should the Court, the Hidalgo County Auditor, or the Director determine it necessary, CONSULTANT shall make all records and books relating to this Agreement available to COUNTY or its representative for inspection and auditing purposes.

5.03 COUNTY reserves the right to correct any error that may be discovered in any invoices that may have been paid to CONSULTANT and to adjust the same to meet the requirements of the Agreement. Following approval of invoices, COUNTY shall pay CONSULTANT within 30 days after receipt by COUNTY of conforming invoice.

ARTICLE VI **CONSULTANT'S ACCOUNTING RECORDS**

6.01 CONSULTANT's records of accounts between COUNTY and CONSULTANT shall be kept on a generally recognized accounting basis and shall be available to COUNTY or its authorized representatives at mutually convenient times for a minimum of three (3) years after Final Certificate for Payment to Contractor for the complete Project.

ARTICLE VII **OWNERSHIP OF DOCUMENTS**

7.01 All of CONSULTANT's drawings and work product under this Agreement, including but not limited to tracings, drawings, CAD files, estimates, specifications, investigations, studies and other documents, completed or partially completed, will be the property of COUNTY, to be used as COUNTY desires, without restriction; and CONSULTANT specifically waives, and releases any proprietary rights or ownership claims therein. CONSULTANT is not responsible for liability arising from changes to CONSULTANT's original documents when changes occur after CONSULTANT releases those documents to COUNTY or if COUNTY uses said documents on extensions of the project or on any other project. CONSULTANT may retain copies. CONSULTANT shall be liable to COUNTY for any loss or damage to any such documents while they are in the possession of or while being worked upon by CONSULTANT or any subcontractors. CONSULTANT shall replace or restore any such lost or damaged documents without cost to COUNTY.

ARTICLE VIII **TERMINATION AND/OR SUSPENSION OF WORK**

8.01 COUNTY may, at its discretion, terminate this agreement or indefinitely suspend the work under the Agreement by giving seven days written notice.

8.02 Upon notice of suspension or termination by COUNTY, CONSULTANT shall unless notice so otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement, and shall proceed to promptly cancel all existing orders and Agreements insofar as such orders or Agreements are chargeable to this Agreement.

8.03 Within 30 days from the date of the termination of this Agreement, CONSULTANT shall submit a statement, showing in detail the services performed under this Agreement prior to the effective date of termination or suspension.

8.04 Neither COUNTY nor CONSULTANT shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible or circumstances beyond its control. However, notice of the impediment or delay in performance must be timely given and all reasonable efforts undertaken to mitigate its effects.

ARTICLE IX
CONSULTANT'S WARRANTY

9.01 CONSULTANT warrants that he will employ or retain the necessary personnel with the appropriate knowledge and skills to perform the work and/or services required and described in this Agreement.

ARTICLE X
**EQUAL EMPLOYMENT OPPORTUNITY/
MINORITY BUSINESS ENTERPRISE**

10.01 CONSULTANT shall not engage in employment practices that have the effect of discriminating against any employee or applicant for employment and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to their race, color, religion, national origin, sex, age, handicap, or political belief or affiliation. If non-compliance occurs, CONSULTANT, upon written notification by COUNTY, will begin compliance procedures within 30 days.

ARTICLE XI
ASSIGNMENT OR TRANSFER OF INTEREST

11.01 CONSULTANT may not assign its interest in the Agreement without written consent of COUNTY. Any attempt to assign without COUNTY's approval will be void.

ARTICLE XII
INSURANCE

12.01 CONSULTANT shall maintain and provide proof of insurance, which will also include any subcontractor that is subcontracted by the CONSULTANT in at least the following limits, to be in place prior to providing any services under this Agreement and to continue at all times in force in effect during the term of this Agreement, naming the COUNTY as additional insured.

12.02 CONSULTANT shall carry 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 five (5) year extended reporting period.

12.03 CONSULTANT shall carry Comprehensive General Liability insurance policy with limits of at least Five Hundred Thousand Dollars (\$500,000.00) providing additional coverage to all underlying liabilities to COUNTY.

12.04 CONSULTANT shall carry 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 limits up to Five Hundred Thousand Dollars (\$500,000.00) arising out of the services provided to COUNTY hereunder.

12.05 CONSULTANT shall carry Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

12.06 CONSULTANT shall carry Workers Compensation insurance in amounts established by Texas Law, unless the CONSULTANT is specifically exempt from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. Seq.

ARTICLE XIII **RESPONSIBILITY FOR WORK AND INDEMNIFICATION**

13.01 Approval by COUNTY shall not constitute nor be deemed a release of the responsibility and liability of CONSULTANT, its employees, subcontractors, agents, and consultants for the accuracy and competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by COUNTY for any defect, error, or omission in the designs, working drawings, and specifications or other documents prepared by CONSULTANT, its employees, subcontractors, agents, and consultants.

13.02 CONSULTANT shall indemnify and hold harmless COUNTY from any and all damages, loss or liability of any kind whatsoever, including costs of litigation and attorney's fees, occasioned by any negligent act, error or omission of CONSULTANT, its officers, agents, employees, or other persons for whom CONSULTANT is legally liable, in rendering or failing to render services with regard to the performance of this Agreement.

ARTICLE XIV **SEVERABILITY**

14.01 If anyone or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect that provision shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE XV **ESTIMATES OF COST**

15.01 Project Cost or CONSULTANT Cost provided for herein are to be made on the basis of its experience and qualifications and represent its best judgment as a professional familiar with the project. The compensation stated in *Appendix B* attached hereto and incorporated herein

shall represent CONSULTANT's full compensation for performing the entire Scope of Work as stated in *Appendix A* to be performed on County property listed in *Appendix C* attached hereto as required by this CONSULTANT Agreement. CONSULTANT is not entitled to any payment until CONSULTANT furnishes an Insurance Certificate in complete conformity with the CONSULTANT Agreement.

15.02 Commitment of Current Revenues Only. In the event that, during any term, hereof, the Commissioner's Court does not appropriate sufficient funds to meet the obligations of COUNTY under this Agreement, COUNTY may terminate this Agreement upon sixty (60) days written notice to CONSULTANT. COUNTY agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of COUNTY pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

ARTICLE XVI
INTEREST IN COUNTY CONTRACTS PROHIBITED

16.01 No officer or employee of COUNTY shall have financial interest, direct or indirect, in any Agreement with COUNTY, or shall be financially interested, directly or indirectly, in the sale to COUNTY of any land, materials, supplies or service, except on behalf of COUNTY as an officer or employee.

ARTICLE XVII
COMPLIANCE WITH LAWS AND ORDINANCES

17.01 CONSULTANT shall comply with all Federal, State and Local laws and ordinances applicable to COUNTY for the work or services under this Agreement, the Americans with Disabilities Act, 42 U.S.C. 12101, et seq., and the Texas Accessibility Standards.

17.02 CONSULTANT shall also comply with the ACT- and Other Program Requirements pursuant to Public Law 111-5 of the Act.

ARTICLE XVIII
ENFORCEMENT, VENUE, GOVERNING LAWS AND NOTICES

18.01 This Agreement shall be enforceable in Hidalgo County, Texas, and if legal action is necessary by either Party with respect to the enforcement of any or all its terms or conditions, exclusive venue shall lie in Hidalgo County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

18.02 CONSULTANT's proposal is incorporated into Exhibit "A" in order to provide COUNTY and CONSULTANT with a complete understanding of the Project, its requirements and the scope of CONSULTANT's services. If there is a conflict between this Agreement and the Proposal, this Agreement shall govern unless otherwise specifically agreed to between COUNTY and CONSULTANT in writing.

COMPANY/FIRM: Vazaldua & Associates

By: _____

Printed Name: _____

Title: _____

Approved on Commissioners' Court: _____

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

By: _____
Stephen L. Crain



AHV: CRIS Villareal

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/12/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Connect Insurance 905 W FM 495 Ste 4 San Juan, TX 78589	CONTACT NAME: Oscar Martinez PHONE (A/C, No, Ext): 956-782-8191 E-MAIL ADDRESS: jeremy.pool@connectmyinsurance.com FAX (A/C, No): 956-783-9413
	INSURER(S) AFFORDING COVERAGE
INSURED PAUL VAZALDUA DBA: VAZALDUA AND ASSOCIATES 3400 N MCCOLL STE 8 McAllen, TX 78501	INSURER A: PROGRESSIVE
	INSURER B: USLI
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 00019914-5563 **REVISION NUMBER:** 3

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
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	N	N	05321636	05/12/2011	05/12/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					<input type="checkbox"/> Y <input type="checkbox"/> N WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	PROFESSIONAL LIABILITY	N	N	SP00253690	05/11/2011	05/11/2012	1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Hidalgo County is named as additional insured as respects to general and auto liability, as required by written contract.
 Scheduled Auto Chevrolet Equinox VIN # 2CNALBEC7B6232854

CERTIFICATE HOLDER COUNTY OF HIDALGO	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 (CMA)
--	---

Appendix A Project Scope of Work Timeline

Project Prep	Initial Site Survey	Tech On-Site Work	Engr On-Site Work	Post	Task	Estimated Duration
X					Identification of possible retrofit options	2 Weeks
	X				Walk down the buildings with county personnel	
X					Obtain list of deferred maintenance items	
X					Obtain occupancy schedule	
X					Identify, locate, and review all active control systems	
X	X				Gather all plans and construction documents after walkthrough to better understand relevance of documents	
X					Calculate Building EUIs - kBtu/sq. ft - kWh/sq ft. - Gas separate kBtu/sq. ft.	
X					Calculate kWh utilization per kW demand	
X					Sort buildings by energy saving potential	
					Insert building consumption data into the ENERGY STAR Portfolio Manager	
					Retail electric portfolio review	
	Data				Select locations for sub meters	
	Data				Install Sub-Meters	
	X				Begin base-lining building energy use and major equipment energy use	
	Data				Prepare for before and after retrofit M&V	
	X				Document Assimilation and Organization	
X					Drawings will be organized by site and date - current drawings will be	
X					Drawings will be scanned for use on this project and future county use	
X					Drawings will be returned and filed and electronic files provided to county	
X		X			Airside Systems	
X	X				Buildings with multiple zones will be identified	
					Presentation to Commissioner's Court and general public	5 Weeks
		SDP			Thermostats will be located on the documents	
		SDP			The floor plan area controlled by the thermostat will be color coded on the drawing	
		SDP			The air system supplying the color coded zone will be identified	
		SDP			Airside equipment list will be copied from the drawings by building and placed in Equipment binders for future verification	
		SDP			Building Plant Equipment	
					Presentation to Commissioner's Court and general public	
		SDP			Rooftop Units, Split Systems, Chillers and Boilers will be identified on the drawings	
		SDP			Equipment list will be produced by building and placed in Equipment binders for future verification	
		SDP			Emergency engines, pumps, large fans will also be listed	
		Data			Add Sub-metering equipment if required	
		SDP			Building Envelope	
		SDP			Roof, wall, and window construction will be documented from the drawings	
		SDP			Lighting	
		SDP			Lighting types will be noted and rough counts be performed from the	
		SDP			Electrical Distribution	
		SDP			Main substations and panels will be located on the drawings	
		SDP			Building Control Systems	
		SDP			Document control systems	
		SDP			Document control sequence of operation	
					Presentation to Commissioner's Court and general public	

Project Prep	Initial Site Survey	Tech On-Site Work	Engr On-Site Work	Post	Task	Estimated Duration
			X		Review of existing information and plan for site inspections	5 Weeks
			X		The EUI, equipment lists, envelope and lighting systems will be reviewed	
			X		The buildings that should be modeled will be identified	
			X		The focus for each building will be planned for the site visits	
			X		Site Visits	
			X		The site visit teams will arrive and survey the buildings	
			X		The teams will verify the equipment list and follow the site visit plan	
			X		The teams will verify control systems and thermostat locations	
			X		The teams will make observations outside the plan if constructive	
			X		The teams will note roof condition and age	
			X		Lights will be counted if site is identified for possible lighting retrofit	
			X		Dimensions will be verified and information required for modeling will be gathered on those building to be modeled	
					Presentation to Commissioner's Court and general public	
			X		Coordinate changes in operations to be immediately implemented with county staff	
			X		Develop list of low/no cost energy savings measured to be provided by county staff	
			X		Report findings to project team	
			Data		Add sub-metering equipment if required	
			X		Develop Recommendations	
			X		Evaluate and assess results for building surveys	
		X	X		For identified buildings only, models will be performed and reviewed	
		X	X		Analyze sub-metered data	
			X		Cost estimates for short-term and long-term recommendations	
			X		Determine M&V plan and cost for energy saving measures	
			X		M&V deemed savings projects	
			X		M&V partial documented savings	
			X		M&V fully documented savings check sub-metered base line data	
			X		Estimate probable construction cost of measures	
			X		Identification of possible funding sources, rebates and incentives	
			X		Review Federal, State, Utility, and Power Provider project funding programs	
			X		Payback Analysis	
					Presentation to Commissioner's Court and general public	
			X		Perform final savings calculations for all measures	
			X		Perform simple payback calculations for all short-term recommendations	
			X		Perform life cycle cost calculations for all long-term recommendations	
			X		Short-term and long-term recommendations to promote energy efficiency and conservation	
			X		Make final recommendations for the energy saving projects	
			X		A review of existing energy policies and a list of recommend policies to increase energy efficiency and conservation	
			X		Gather best practices from all sources	
			X		Investigate staff operations and best fits for policy success	
			X		Determine policies to encourage behavioral changes	
					Design and installation strategies for energy efficient equipment and	
					Presentation to Commissioner's Court and general public	

Project Prep	Initial Site Survey	Tech On-Site Work	Engr On-Site Work	Post	Task	Estimated Duration
			X		Determine proper energy policies for Hidalgo county	4 Weeks
			X	X	A strategy that will guide the county's efforts for energy efficiency and conservation for, at least the next five years with recommendations on improvements, recommendation timelines and estimated cost per task	
				X	Combine all findings into a focused strategy to maximize the county's return on investment in energy reduction	
			X		Ensure that identified deliverables are achieved and included in final report	
				X	Work with staff to develop understanding of importance of energy	
				X	Introduce program to staff	
				X	Provide implementation training for county staff	
				X	Provide behavior change training for county staff	
					Presentation to Commissioner's Court and general public	

Notes

1. The overall intent of this project is to provide the County of Hidalgo detailed energy studies for the buildings listed to establish energy consumption base lines and estimated savings for accountability reporting.
2. "Data" refers to data systems for metering, monitoring and alarming.
3. "SDP" (Site Data Package) refers to on-site collection of building information .
4. Due to unforeseen events, this is not a rigid schedule where the tasks are completed "back-to-back," but rather a guideline for the completion of the different phases. As the project progresses, some tasks will be conducted concurrently, some will require an extended period of time and some tasks will require increased man-hours.
5. A presentation and project progress update will be presented to the Commissioner's Court every two weeks.
6. Consultant waives and releases any proprietary rights or ownership claims therein.

Appendix B
Project Costs and Payment Schedule

Consultant Pay Schedule				
Cycle	Invoice Date	Tasks	%	Amount
Total Price =>			100.0%	\$ 235,503.68
Retainer =>			10.0%	\$23,550.37
Net =>			90.0%	\$211,953.31
0.5	5/26/2011	SOW Tasks completed for Week 1-2	15.0%	\$35,325.55
1	6/9/2011	SOW Tasks completed for Week 3-4	15.0%	\$35,325.55
1.5	6/23/2011	SOW Tasks completed for Week 5-6	15.0%	\$35,325.55
2	7/7/2011	SOW Tasks completed for Week 7-8	15.0%	\$35,325.55
2.5	7/21/2011	SOW Tasks completed for Week 9-10	15.0%	\$35,325.55
3	8/4/2011	SOW Tasks completed for Week 11-12	15.0%	\$35,325.55
Retainer	8/18/2011		10.0%	\$23,550.37
Total Payment =>			100.0%	\$235,503.68



Appendix C

List of Buildings

Facility	Address				Built - Renovated	SqFt	Total SqFt	% of Total	Hours of Ops		Notes
1 Adult Detention Center	Cibolo Rd	Edinburg	TX	78541	built 2003	273,527	34.4%	34.4%	24/7	M - Sun	
2 Old Admin. Bldg	100 E. Cano	Edinburg	TX	78539	built 1972	105,280	47.7%	13.3%	7am – 6pm	M - F	1
3 Court House	100 N. Closner	Edinburg	TX	78539	built 1954	93,000	59.4%	11.7%	7am – 6pm	M - F	
4 Pct 3 Multiplex	722, 724, & 730 Breyfogal	Mission	TX	78572	built 2005	60,000	67.0%	7.6%	7am – 6pm	M - F	2
5 New Admin. Bldg	2818 S. Bus. 281	Edinburg	TX	78539	Ren 2009	55,552	74.0%	7.0%	7am – 6pm	M - F	
6 Elections Office Bldg	101 S. 10th Ave	Edinburg	TX	78539	built ?	40,000	79.0%	5.0%	?	?	2
7 CO Health, 130,	304 S. 25th Avenue	Edinburg	TX	78542	built ?	36,540	88.6%	4.6%	?	?	
8 Law Enforcement Center	Cibolo Rd	Edinburg	TX	78541	built 2003	30,154	92.4%	3.8%	24/7	M - Sun	
9 Pct 1 Multiplex	1902 Joe Stephens	Weslaco	TX	78596	built ?	19,000	97.1%	2.3%	7am – 6pm	M - F	
10 Academy	Cibolo Rd	Edinburg	TX	78541	built 2003	14,036	98.9%	1.8%	8am - 10 pm	M - F	
11 Motor Pool Building	Cibolo Rd	Edinburg	TX	78541	built 2003	8,860	100.0%	1.1%	8am – 7pm	M - F	
						735,949					

Notes.

- 1 Currently under renovation.
- 2 Square feet estimated.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/26/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PAC INSURANCE 515 W NOLANA SUITE A MCALLEN TX 78504 956 687-2722	CONTACT NAME: CYNTHIA VARGAS PHONE (A/C, No, Ext): 956 687-2722 FAX (A/C, No): 956 618-5941 E-MAIL ADDRESS: SANVARGAS34@YAHOO.COM PRODUCER CUSTOMER ID #: 00012559													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: OEMGA INSURANCE</td> <td>GC0CL</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: OEMGA INSURANCE	GC0CL	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
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INSURER D:														
INSURER E:														
INSURER F:														
INSURED VAZALDUA AND ASSOCIATES PAUL VAZALDUA 3400 N MCCOLL SUITE A MCALLEN TX 78501														

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
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			GC0CL	04/26/2011	02/10/2012	EACH OCCURRENCE \$500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$1,000,000 PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X		0004805290100		05/21/11	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$30,000 BODILY INJURY (Per accident) \$60,000 PROPERTY DAMAGE (Per accident) \$25,000 COMP \$DED 1000 COLLISION \$DED 1000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The County of Hidalgo is an additional insured as respects to general and auto liability, as required by written contract. Autos Insured: 2001 CHEV CAMARO 2G1FK1EJ7B9116549 2011 CHEV EQUINOX 2CNALBEC7B6232854

CERTIFICATE HOLDER THE COUNTY OF HIDALGO 2802 S BUS HWY 281 EDINBURG TX 78539 ADDITIONAL INSURED	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 CYNTHIA VARGAS
---	--

AI-26583

19.A.6.

**Requesting approval to declare as surplus for Auction Scheduled 6-4-2011
CC REGULAR**

Date: 05/17/2011
Submitted By: Lisa Vela, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Requesting approval to declare as surplus numerous items and vehicles (County-owned and/or Seized) for the purpose of disposition through auction as set forth through Texas Local Government Code 263.152.(a)(1) and as further detailed on the Exhibit attached hereto.

BACKGROUND

Auction will take place on Saturday 6-4-2011 at Abrego's Trucking Service.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** see below
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n

BUDGETARY IMPACT:

Expenses that are County's responsibility include:
Advertising (paid by County)-1-1100-415-18-160-001-0-540

Fee for auctioneer deducted from gross sales.
Purchasing has open PO# 650320 for advertising costs with available fund of \$17,145.32 as of 5-10-2011.

Attachments

Link: [Auction List](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/10/2011 04:21 PM	APRV
2	Budget & Management	Erika Zamora	05/11/2011 08:24 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	05/12/2011 01:01 PM	APRV
4	Auditor's Office		05/12/2011 05:18 PM	NEW

Form Started By: Lisa Vela Started On: 05/10/2011 03:42 PM

Final Approval Date: 05/12/2011

AGENDA AUCTION LIST FOR 6-4-2011

Asset No	Asset Description
113	FAX -PANASONIC
314	FILE CABINET
717	CART
3679	1995 GMC CARGO VAN
4677	PLASTIC TABLE
10451	PC
10773	FILE CABINET
11225	SPACE HEATER
11441	TYPEWRTIER-IBM
11572	TYPEWRTIER-IBM
11573	TYPEWRTIER-IBM
11669	TABLE SMALL
11786	FILE CABINET
12768	TYPEWRTIER-IBM
12978	IBM TYPEWRITER
13198	FILE CABINET
13561	PC
13683	FILE CABINET
14889	FILE CABINET
15116	TABLE
15189	SMALL TABLE
15189	TABLE
16638	FILE CABINET
16989	MOTOROLA CENTRECOM SERIES ii
17175	FILE CABINET
17176	FILE CABINET
17177	FILE CABINET
17178	FILE CABINET
17179	FILE CABINET
17180	FILE CABINET
17181	FILE CABINET
17183	FILE CABINET
17184	FILE CABINET
18749	FILE CABINET
21137	WAIT CHAIR
21147	WAIT CHAIR
21172	WAIT CHAIR
21176	WAIT CHAIR
21185	WAIT CHAIR

AGENDA AUCTION LIST FOR 6-4-2011

Asset No	Asset Description
21383	FILE CABINET
21790	FILE CABINET
21791	FILE CABINET
22140	TYPEWRITER -OLIVETTI
22662	TV- SONY
22672	FILE CABINET
22837	WAIT CHAIR
22871	LAMP-METAL & WOOD
23140	CHAIR- OFFICE
23690	DESK
23722	FILE CABINET
24214	TYPEWRITER - IBM
24297	CHAIR-BROWN
24355	DESK
24385	OFFICE CHAIR
24817	TV-RCA
25025	TYPEWRITER - IBM
25552	CHAIR-BROWN
25697	WAIT CHAIR
25711	OFFICE CHAIR
26114	WAIT CHAIR
26116	WAIT CHAIR
26616	WORKSTATION
26824	DESK
26865	DESK
26888	DESK-CHESTNUT
26888	DESK- BEIGE
26890	DESK -BEIGE
26963	DESK-CHESTNUT
26993	DESK- METAL
27047	TV- PANASONIC
27342	OFFICE CHAIR
27596	OFFICE CHAIR
27600	OFFICE CHAIR
27605	PRINTER - HP
28019	DESK
28019	DESK
28193	DESK
28297	OFFICE CHAIR

AGENDA AUCTION LIST FOR 6-4-2011

Asset No	Asset Description
28806	PRINTER-HP 540
29762	DESK
30130	TYPEWRITER - IBM
30132	TYPEWRITER - IBM
30549	DESK
31256	1976 EZE HYDRAULIC DOVE LOWBOY
31524	PRINTER - HP
32327	LATERAL FILE
32356	PRINTER - HP
32774	WEED EATER ECHO
33293	PRINTER- CANON SUPER G3
33312	DUAL TAIL WHEELS SHREDDER
33450	PLOTTER- HP DESINGET450C
33621	DESK
33750	1999 30 YD Container
33751	30 YD Container
34134	SERVER
34398	PC- DELL
35330	OFFICE CHAIR- GREY
35375	PRINTER-SCANNER
36291	MONITOR- AMPTRON
36483	LOCKERS- METAL
36688	PC
36865	PC-DELL
37111	PC
37260	PELCO SECURITY TV
37856	PRINTER - HP
37928	PC
38003	PRINTER
38173	DESK- METAL
39478	TUFF GRANDE CHAIR
39489	TUFF GRANDE CHAIR
39522	TUFF GRANDE CHAIR
39530	TUFF GRANDE CHAIR
39533	TUFF GRANDE CHAIR
39538	TUFF GRANDE CHAIR
39540	TUFF GRANDE CHAIR
39543	TUFF GRANDE CHAIR
39545	TUFF GRANDE CHAIR

AGENDA AUCTION LIST FOR 6-4-2011

Asset No	Asset Description
39565	TUFF GRANDE CHAIR
39626	TUFF GRANDE CHAIR
40099	DESK-CHESTNUT
40243	TOWER- HP
40258	TOWER- HP
40378	TOWER- HP
40551	ICE MAKER-ULINE
40679	PC-HP
40777	PROJECTOR- PROXIMA
40862	PC-HP
40863	PC-HP
40907	1999- CHEVY LUMINA
41600	2003 FORD WINNEBAGO MOTOR HM
41987	CPU- ACER
41999	SCANNER- HP 6200C
42051	PC DELI
42551	PELCO SECURITY TV
42552	PELCO SECURITY TV
42637	PC-PENT.4
42712	PRINTER
43273	PC- DELL
43560	PC
43731	PRINTER CANON D320
44198	CTI 60S FORKS
44319	PRINTER - HP
44530	PC
44555	PC
44738	DESK-W/TOP
44743	EXABYTE MAGNUM TAPE DRIVE
45957	2001-FORD F 150 P/U TRK
46222	TOP OF DESK
47397	2002 GMC P/U
47987	2002-FORD F150 P/U
48945	1997-DODGE VAN
49590	PRINTER - HP
49910	2006-VW JETTA CAR
53053	LG 43" FLAT SCREEN TV
109-203	LABEL MAKER
109-204	LABEL MAKER

AGENDA AUCTION LIST FOR 6-4-2011

Asset No	Asset Description
109-205	LABEL MAKER
1100-1	AVERY LABEL PRINTR
1100-2	FILE HOLDERS
11-0026	FILE SHELF
1100-3	BX OF HANGING FOLDERS
11-0034	PC
11-0035	
1100-4	BX OF PC SPEAKERS
1100-5	LATHEM TIME STAMPER
1100-6	LATHEM TIME STAMPER
1100-7	LATHEM TIME STAMPER
1100-8	FIDELIPAC MAGNETIC TAPER ERASER
11-0233	PAIR OF SPEAKERS
11-0235	EXTERNAL DVD DRIVES
11-0236	EXTERNAL DVD DRIVES
11-0238	WAIT CHAIR
11-0239	WAIT CHAIR
11-0240	PC
11-0242	MONITOR- DELL
11-0243	MONITOR- DELL
11-0270	DESK
11-0296	CREDENZA-WOODEN SHELF
11-0297	CREDENZA-WOODEN SHELF
11-0298	CREDENZA-WOODEN SHELF
11-0299	CREDENZA-WOODEN SHELF
11-0342	WOODEN SHELVES 4
11-0343	LAW BOOKS
11-0343	LAW BOOKS
11-0343	LAW BOOKS
11-0375	MONITOR- DELL
11-0376	KEYBOARDS- HP
11-0376	KEYBOARDS- HP
11-0377	PRINTER - HP (7550)
11-0378	MONITOR-HP
11-0379	MONITOR-HP
11-0380	MONITOR-HP
11-0381	MONITOR-HP
11-0382	MONITOR-HP
11-0383	MOUSE

AGENDA AUCTION LIST FOR 6-4-2011

Asset No	Asset Description
11-0384	MONITOR-HP
11-0385	MONITOR-HP
11-0386	MONITOR-HP
11-0387	DLINK GIG SWITCH
11-0388	PRINTER-HP 1320
11-0389	PRINTER-HP 1320
11-0391	BELKIN UPS
11-0392	CYBER POWER UPS
11-0393	ENGERIZER UPS
11-0394	SCANNER- HP 6200C
11-0395	CARTRIDGES IN BOX
11-0396	DESK GRAY
11-0397	PLASTIC TABLE
11-0398	1997-HONDA CIVIC CAR
11-0399	1999-UTILITY TRAILER
11-0400	1989-PETERBILT TRK/TRTR
11-0401	MONITOR-HP
11-0402	MONITOR-HP
11-0403	METAL CASHBOX
11-0404	METAL CASHBOX
11-0405	METAL CASHBOX
11-0406	METAL CASHBOX
11-0407	METAL CASHBOX
11-0408	METAL CASHBOX
11-0409	PRINTER- 1320 LASERJET
11-0410	SCANNER- HP 3300C
11-0411	MICROPHONE
11-0411	UPS BELKIN
11-0411	UPS TRIPP LITE
11-0412	20" FAN
11-0413	40 LICENSES FOR SOFTWARE
11-0414	MOUSES REG AND CORDLESS
11-0415	KEYBOARDS CORDLESS
11-0416	KEYBOARDS REG
11-0417	FILE CABINET
11-0418	FILE CABINET
11-0421	FAX -PANASONIC
11-0422	PRINTER- HP 670
11-0423	KEYBOARD

AGENDA AUCTION LIST FOR 6-4-2011

Asset No	Asset Description
11-0424	TYPEWRTIER - BROTHER
11-0425	TOWER- COMPAQ
11-0426	PELCO SERVER SHELL
11-0427	PELCO SERVER SHELL
11-0429	MONITOR & KEYBOARD
11-0430	MONITOR & KEYBOARD
11-0431	COFFEE TABLE (BANK#01952)
11-0433	SOFA-GREEN
11-0436	FAN-HUNTER
11-0436	WALL MIRROR
11-0436	WATER HEATER 3
11-0437	CHAIR- GREEN
11-0437	DOOR FRAMES 6
11-0438	TRUCK CAMPER
11-0439	GLASS DOORS 9 CT.
11-0439	WOODEN DOOR 1
11-0440	STEP LADDER
11-0441	WEED EATER ECHO 3
11-0442	PARK LIGHT 400 WT 8
11-0443	TRASH CAN W/ LOCKS
11-0444	LIGHT FIXTURES 15
11-0445	PAINT CANS 30
11-0448	WIRELESS KEYBOARD & MOUSE
11-0449	SWITCH LINKYS
11-0450	NETGEAR 24
11-0451	DELL KEYBOARD & MOUSE
11-0451	KEYBOARD
11-0451	SHREDDER FELLOWES
11-0451	SHARPENER HUNTBOSTON
11-0451	CARTRIDGES TONER 8 CT
11-0452	MONITOR DELL
11-0453	MONITOR DELL
11-0454	PC CELERON TOWER
11-0458	OFFICE CHAIR
11-0459	PRINTER- DELL 1700
11-0460	PRINTER HP 1300
11-0463	STACKABLE CHAIR
11-0466	OFFICE CHAIR
11-0468	OFFICE CHAIR
11-0469	OFFICE CHAIR

AGENDA AUCTION LIST FOR 6-4-2011

Asset No	Asset Description
11-0470	OFFICE CHAIR
11-0471	OFFICE CHAIR
11-0472	DESK
11-0473	DESK- EXECUTIVE
11-0474	DESK- EXECUTIVE
11-0475	PARTS OF DESK
11-0476	PRINTER- FUJITSU
11-0477	PRINTER-HP 1320
11-0478	ENGERIZER UPS
11-0479	APC UPS
11-0480	ENGERIZER UPS
11-0481	APC UPS
11-0482	ENGERIZER UPS
11-0483	UPS APC
11-0484	MONITOR-HP
11-0485	MONITOR-HP
11-0485	MONITOR-HP
11-0486	MONITOR-HP
11-0487	MONITOR-HP
11-0488	MONITOR-HP
11-0489	MONITOR-HP
11-0490	BELKIN UPS
11-0491	TV-NATIONAL ELECTRONIC
11-0492	TV-ZENITH
11-0493	MOP BUCKETS
11-0494	TV- EMERSON 20"
11-0495	AC FAN MOTORS
11-0495	GE AC MOTOR
11-0495	GE AC MOTOR
11-0499	TOWER- HP
11-0500	INTEL SERVER SHELL
11-0501	TOWER- HP
11-0502	DEWALT 18V BATTERIES
11-0502	BOSCH 24V BATTERY
11-0503	TOOLBOX
11-0503	MICROWAVE-EMERSON
11-0504	FAN BURNED MOTOR
11-0504	TV- EMERSON 20"
11-0505	KEYBOARDS VARIOUS

AGENDA AUCTION LIST FOR 6-4-2011

Asset No	Asset Description
11-0506	HAMMER DRILL BITS- BOSCH
11-0506	PHONE- NEC
11-0507	HAMMER DRILL-BOSCH
11-0508	UPS BACKUP BATTERIES
11-0509	TOOL BOX
11-0510	ASST SPKRS AND CABLES
11-0510	MTT BOX
11-0510	CAMERAS WZ45N
11-0511	VCR- EMRSON
11-0512	VCR- EMRSON
11-0513	PRINTER-EPSON
11-0514	PRINTER-HP6122
11-0515	PRINTER-EPSON
11-0516	PRINTER- OKIDATA
11-0517	MICROWAVE-EMERSON
11-0518	PRINTER-BROTHER
11-0520	HAIR CLIPPERS-12 CT
11-0522	WET VAC PARTS
11-0523	TOILET PAPER DISPENSERS
11-0524	TRI POD
11-0525	CACULATOR-CASIO
11-0529	TABLE-CHERRY
11-0530	FAN- SILVER
11-0531	TUFF GRANDE CHAIR
11-0531	PRINTER-EPSON
11-0532	TV-EMERSON
11-0533	MONITOR- DELL
11-0536	SHEDDER FELLOWES
11-0536	SHEDDER MASTER
11-0537	WOODEN SHELF
11-0538	WOODEN SHELF
11-0539	WOODEN SHELF
11-0540	WOODEN SHELF
11-0541	WAIT CHAIR 5CT
11-0542	OFFICE CHAIR
11-0544	OFFICE CHAIR
11-0545	CURRENCY COUNTER CUMMINS
11-0546	CALCULATOR- SHARP
11-0547	CALCULATOR- SHARP

AGENDA AUCTION LIST FOR 6-4-2011

Asset No	Asset Description
11-0547	CALCULATOR- SHARP
11-0548	CALCULATOR- SHARP
11-0549	ELECT DORD/PHONECLIP/ ETC
11-0550	MONITOR- DELL
110-90	MISC IN BOX
119-032	CHAIR-WAIT
119-1	FILE CABINET
119-13	X-RAY MACHINE (3 PCS)
119-13	X-RAY MACHINE (3 PCS)
119-60	MISC IN BOX
1223-1	WAIT CHAIRS
1223-10	SPRINT MOBILE BROADBAND USB
1223-2	PRINTR- HP LASERJET 1100
1223-3	NEXTEL IC502 CELL PHONE
1223-4	NEXTEL IC502 CELL PHONE
1223-5	NEXTEL IC502 CELL PHONE
1223-6	NEXTEL IC502 CELL PHONE
1223-7	SPRINT MOBILE BROADBAND USB
1223-8	SPRINT MOBILE BROADBAND USB
1223-9	SPRINT MOBILE BROADBAND USB
124-1	MAKITA 14" POWER CUTTER
124-2	WATER PUMP
124-3	WATER PUMP
124-5	2000 GAL TANK
140-1	CALCULATOR (VX-2652H)
210-76	PRINTER - HP
310-11	MISC IN BOX
310-151	MISC IN BOX
310-156	PRINTER - HP
310-69	TOASTER, CALCUATORS
310-72	MISC IN BOX
410-052	LAW BOOKS
50-124	TYPEWRITER - IBM
90-106	STAPLERS
93-14	PRINTER
99-190	PRINTER - HP
99-193	CALCUTATORS. STAPELERS
99-193	CALCUTATORS. STAPELERS
AA000180	FILE CABINET

AGENDA AUCTION LIST FOR 6-4-2011

Asset No	Asset Description
AA001084	OFFICE CHAIR BROWN
AA001099	OFFICE CHAIR
AA001353	TV- PANASONIC
AA001482	PRINTER- HP 4250N
AA001519	PC- DELL
AA001523	PC- DELL
AA001525	PC- DELL
AA001537	PRINTER- HP 4250N
AA001607	PC -HP
AA001672	PC -HP
AA001724	PC -HP
AA001748	PRINTER-HP 1320
AA002007	PRINTER- HP 4250N
C-0110-10-H	2001 FORD EXPLORER
C-0362-10-A	2004-FORD F150 P/U
C-0362-10-A	2003 KENWORTH T2000 TRK/TRTR
C-0362-10-A	1999 DORSEY TRLR
C-0362-10-A	1988 GMC P/U
C-1075-10-I	1999 JEEP CHEROKEE
C-1458-08-I	1998 UTILITY SEMI TRLR
C-1658-10-D	2001 CHRYSLER VAN
C-1658-10-D	2001 BMX X5 SUV
C-2199-08-H	2003 DODGE P/U
C-2393-10-A	2001 CHEVY S-10 P/U
C-2393-10-A	2001 FORD RANGER
C-2462-10-I	160 HALL & CLOSET DOORS
C-2619-10-A	2002 VOLKSWAGON BEETLE
C-2619-10-A	2001 FORD FOCUS
c-2619-10-a	2001 FORD FOCUS
C-2763-10-J	1987 PORSCHE 944 COUPE TURBO
C-2822-10-G	1997-UTILITY TRAILER
C-2847-10-D	2004 BIG TEX UTILITY TRLR
C-2847-10-D	9 REFRIGERATING MIXING UTS
C-2847-10-D	2004 BIG TEX TRAILER
C-3260-10-E	2007 CHEVY TRAILBLAZER
C-3260-10-E	1998 FORD EXPEDITION
C-3260-10-E	24 PALLETS OF 1.7CUBIC SM REFRIGS
C-3527-09-C	2003 DODGE RAM 1500 P/U
C-3546-10-C	1997 STRICK FLATBED TRLR

AGENDA AUCTION LIST FOR 6-4-2011

Asset No	Asset Description
C-3554-09-B	AIR COMPRESSORS VARS SIZES
C-3554-09-B	FANS & HEATERS VARS SIZES
C-3608-09-D	2003 GMC 1500 P/U
C-3621-09-G	1999 GMC YUKON
H-1122	CART W/ROLLERS
H-2128	STAPLES (SPL-1506X)
ME001048	PRINTER
ME001383	PRINTER
ME001384	PRINTER
ME001386	PRINTER
ME001404	PRINTER- OKI 6PIN MICRO 320TURBO
ME001481	PRINTER
ME001606	BENCH W/ 5 SEATS
ME001607	BENCH W/ 5 SEATS
ME001608	FLOOR JACK
ME001609	TABLE LITE WOOD
ME001610	PRINTER - HP
ME001695	OFFICE CHAIR GLOBAL
ME001911	PRINTER
UB1329	PC COMPAQ

AI-26555

19.B.1.

**Work Authorization No.1 for Raba-Kistner Construction Material Testing for LJ Lateral Drainage Improvement Phase 2 Project
CC REGULAR**

Date: 05/17/2011
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Hector Palacios
Department: COMM. PCT. #2
Agenda Category: Purchasing Department **Sub-category:** Prct. 2

Information

CAPTION

Acceptance, and approval of Work Authorization No.1 with estimated cost of \$6,180.90 for LJ Lateral Drainage Improvments Phase 2 - Alamo Road Crossing Project with Raba-Kistner Consultants, Inc. to provide construction material testing services to Hidalgo County Precinct No.2 - C-11-110-04-12.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1342-431-00-122-038-0-733
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available amount \$7,411.20

Attachments

Link: [WA #1](#)
Link: [Exhibits A & B](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/10/2011 03:45 PM	APRV
2	Budget & Management	Erika Zamora	05/11/2011 08:22 AM	APRV
3	Roland Garcia	Rolando Garcia	05/12/2011 11:40 AM	APRV
4	Auditor's Office		05/12/2011 05:18 PM	NEW

Form Started By: Yolanda Cisneros
Started On: 05/06/2011 05:03 PM
Final Approval Date: 05/12/2011

HIDALGO COUNTY
Professional Construction Material Testing laboratory Services
Agreement # C-11-110-04-12.
Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioners' Court**, hereinafter called the "**Owner**," and, Raba-Kistner Consultants, Inc. Professional Laboratories of McAllen Texas, hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Laboratory to provide Construction Material Testing for the L J Lateral Drainage Improvements Phase 2 – Alamo Road Crossing Project in Hidalgo County, Texas.

The scope of services to be provided by the **Owner** is identified in *EXHIBIT "A" – Scope of Services to be Provided by the Owner* attached hereto.

The scope of services to be provided by the **Laboratory** is identified in *EXHIBIT "B" – Scope of Services to be Provided by the Laboratory* attached hereto.

PART 2. ESTIMATED COST

The estimated cost for the services under this Work Authorization is \$6,180.90. This amount is based upon the costs outlined in the Estimated Cost Proposal hereto as **EXHIBIT "D"**.

PART 3. PAYMENT

Compensation and payment to the Laboratory for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:

Account No. 1-1342-431-00-122-038-0-733

Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

WA 1

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No 2 Commissioner Hector "Tito" Palacios as to content and detail of this Work Authorization No 1 .

**HIDALGO COUNTY
COMMISSIONER PRECINCT NO 2**

BY: _____

PART 8 ACCEPTANCES 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 LABORATORY:
RABA-KISTNER CONSULTANTS, INC.**


BY: Dennis C. Charkow

**THE OWNER:
HIDALGO COUNTY**

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo Jr., County Clerk



Raba-Kistner Consultants, Inc.
800 E. Hackberry
McAllen, Texas 78501
(956) 682-5332 • FAX (956) 682-5487
www.rkci.com
TBPE Firm F-3257

Proposal No.: PMD11-059-00 EXHIBIT "D"
March 15, 2011

Commissioner Hector "Tito" Palacios
Hidalgo County Precinct No. 2
300 West Hall Acres
Pharr, Texas 78577

**RE: Construction Materials Observation and Testing Services
L J Lateral Drainage Improvements Phase 2 – Alamo Road Crossing Project
Hidalgo County, Texas**

Dear Commissioner Palacios:

Raba-Kistner Consultants, Inc. (R-K) is pleased to have been selected to provide Construction Materials Observation and Testing Services for the above referenced project.

Our opinion of probable cost of services for this project is **\$6,180.90**.

Our proposed scope of services and estimated item quantities are based upon our interpretation of the project plans picked up by our staff at the office of Hidalgo County Precinct No. 2 on Friday, March 11, 2011. The scope and quantity of services provided will be dependent upon services actually required by you or your representatives. Charges will be assessed only for actual services rendered. All services authorized or requested by you or your representatives in excess of the quantities of observation and testing services shown herein will be charged at the appropriate unit rate for such services. Charges will be invoiced on a monthly basis and will show a computerized composite total of services rendered for each service category.


Invoices will be submitted monthly for work in progress in our standard format. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Dallas County, Texas 75397-1037. All parties hereby agree that this contract upon acceptance will be performable in Hidalgo County, Texas. In the event that the State of Texas legislates a sales tax on professional services, the amount of tax applicable will be added to the appropriate service rate charged by R-K.

We appreciate the opportunity of submitting this proposal and look forward to working with you during the construction of this project. Please return one signed copy of this letter proposal to provide written authorization for our firm to commence work on the services outlined herein. Please complete the attached Project Data Sheet for invoicing and reporting information.

Very truly yours,

RABA-KISTNER CONSULTANTS, INC.


Dennis C. Charkow
Supervisor, CME

Accepted By 
(Signature)

Hector Palacios
(Typed or Printed Name)

Commissioner Pct. 2
(Title)

Date 5-4-11

DCC/rs
Attachments: Basic Charges
I- Standard Terms and Conditions
II- Schedules of Fees

Copies submitted: Above (1)

CC: Mr. Raul Lozano, Executive Assistant IV, Hidalgo County Pct. 2
CC: Mr. Raul E. Sesin, PE, CFM, Hidalgo County Project Engineer

**Construction Materials Engineering and Testing Services
L J Lateral Drainage Improvements Phase 2 – Alamo Road Crossing Project
Hidalgo County, Texas**

Basic Charges

1. A vehicle travel charge will be assessed for round trip travel from our office to the project site, material supplier, etc. and back to our office. The charges for travel from our office to the project site and return to our office will be as follows:

Travel Time (round trip)	1.00 hour(s)
--------------------------	--------------

Vehicle Trip Charge	\$ 22.50/trip
---------------------	---------------

2. Service Charges are based on the hourly rates stated herein and will be assessed from the time the Engineer or Technician leaves our office until he returns from the project.
3. Any engineering and/or technical services provided on Saturday, Sunday and all work in excess of "normal" work hours, as stated herein, Monday through Friday, will be charged at an overtime rate of 1.5 times the appropriate hourly rate. Our total cost of services is based upon the assumption most services will be provided during "normal" work hours. Providing an excessive amount of services during days and/or hours requiring overtime rates may significantly increase the total cost of services shown herein.
4. "Normal" work hours are between 7:00 a.m. and 6:00 p.m., including travel time to and from the site unless stated otherwise. Overtime charges will be assessed after eight (8) continuous hours of service rendered during "normal" work hours.
5. Minimum of 2 hours billing per visit to project site.
6. A ten (10) percent project management and administration cost will be added to all invoices.
7. Our opinion of probable cost for each proposal to be submitted is based upon an estimate of the construction materials engineering and testing services required to meet the project requirements. Because the general contractor has control over the project and determines the means and methods used to build/construct the project, our proposed scope of services is an estimate. On the basis of the general contractor's schedule, potential retesting of non-compliance items, weather related issues, the actual total services and fees may be higher or lower than the estimates in our proposal. **R-K** will keep you CLIENT apprised of our billings in comparison to our opinion of probable cost (project budget) over the life of the project. All tests noted as retests of previously non-complaint areas will be billed to the CLIENT. **R-K** will invoice these tests separately to allow CLIENT to segregate the charges from our normal charges. This will allow CLIENT to back charge the general contractor as necessary. CLIENT will be responsible for payment of all services rendered by **R-K** for the project.

CONSTRUCTION MATERIALS TESTING UNIT RATES
L J Lateral Drainage Improvements Phase 2 – Alamo Road Crossing Project
Hidalgo County, Texas

SERVICE	UNIT RATE		QUANTITY	TOTAL
Earthwork:				
1. Moisture-Density Relationship (Proctor)	\$210.50	each	3	\$631.50
2. Atterberg Limits Determinations (P.I.) (ASTM/AASHTO)	\$76.50	each	3	\$229.50
3. Sieve Analysis -200	\$51.75	each	2	\$103.50
4. Sieve Analysis - Flexible Base Material	\$51.75	each	1	\$51.75
5. Technician Time Sampling	\$45.00	hour	6	\$270.00
6. Proof Rolling Observation	\$45.00	hour	2	\$90.00
7. Utility Backfill Field Density Test (Assuming 2 Densities / Lift)	\$19.25	each	36	\$693.00
8. Technician Time - Density Testing - Utility Backfill (Night Time Testing)	\$67.50	hour	17	\$1,147.50
9. Utility Backfill Field Density Test	\$19.25	each	15	\$288.75
10. Technician Time - Density Testing - Utility Backfill	\$45.00	hour	10	\$450.00
11. Vehicle Travel Charge	\$22.50	trip	10	\$225.00
Subtotal				\$4,180.50
Concrete:				
1. Concrete Compressive Strength Tests	\$14.00	each	10	\$140.00
2. Technician Time - Concrete Testing	\$45.00	hour	4	\$180.00
3. Air Content of Concrete	\$26.25	each	2	\$52.50
4. Technician Time - Pick-Up of Specimen(s)	\$45.00	hour	2	\$90.00
5. Vehicle Travel Charge	\$22.50	trip	3	\$67.50
Subtotal				\$530.00
Asphalt				
1. Asphaltic Concrete Laydown Observation	\$53.50	hour	10	\$535.00
2. Extraction, Gradation, Bitumen Content and Laboratory Density of Asphaltic Concrete	\$258.50	each	1	\$258.50
3. Maximum Theoretical Specific Gravity of Asphalt	\$92.50	each	1	\$92.50
4. Vehicle Travel Charge	\$22.50	trip	1	\$22.50
Subtotal				\$908.50
Other				
1. Project Administration(Markup of Invoiced Billing Cycle)	10%			\$561.90
Subtotal				\$561.90
GRAND TOTAL				\$6,180.90

CONSTRUCTION MATERIALS TESTING UNIT RATES
L J Lateral Drainage Improvements Phase 2 – Alamo Road Crossing Project
Hidalgo County, Texas

Fees for Consulting & Coordination Services

Unit Fees

Principal Engineer	\$ 135.00 to 250.00/hr
Managing Engineer	95.00 to 200.00/hr
Staff Engineer	70.00 to 200.00/hr
Laboratory Manager.....	65.00 to 150.00/hr
Construction Services Manager	65.00 to 90.00/hr
Outside Professional Services & Reimbursables.....	Cost +15%
Additional Insured	160.00/ea
Report Preparation and Administration.....	38.00 to 75.00/hr

Project Data Sheet

Project Name: _____

Client Project No: _____ **Purchase Order No.:** _____

Invoicing Information: Company Name: _____

Address: _____

Attention: _____

Report Distribution Information (Please provide required report distribution and requested number of copies of each)

No. Copies () _____

Contact: _____ e-mail: _____
Phone No.: _____ Fax No.: _____

No. Copies () _____

Contact: _____ e-mail: _____
Phone No.: _____ Fax No.: _____

No. Copies () _____

Contact: _____ e-mail: _____
Phone No.: _____ Fax No.: _____

No. Copies () _____

Contact: _____ e-mail: _____
Phone No.: _____ Fax No.: _____

No. Copies () _____

Contact: _____ e-mail: _____
Phone No.: _____ Fax No.: _____

No. Copies () _____

Contact: _____ e-mail: _____
Phone No.: _____ Fax No.: _____

EXHIBIT "A"

Services to be Provided by County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

- 1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
- 2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
- 3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
- 4) Provide any available relevant data the Owner may have on file concerning the projects.
- 5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
- 6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
- 7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

- construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
- 2) Consult and advise with the OWNER during construction.
 - 3) Provide construction materials testing for construction and maintenance project as required by the project plans and specifications and/or specified by the project design Laboratory.
 - 4) Review all material designs as requested by the OWNER and/or project design Laboratory.
 - 5) Furnish the OWNER all necessary reports for construction and maintenance projects.
 - 6) Provide construction observation services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other:

- 1) Act for Owner in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
- 2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society for Testing and Materials, where applicable, or other standards designated by County.
- 3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devices of accuracy traceable to the National Institute for Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
- 4) Promptly submit formal construction materials testing reports for all tests, observations and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which tests were made.
- 5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
- 6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from Owner prior to undertaking.

AI-26555

40.E.0.

Work Authorization No.1 for Raba-Kistner Construction Material Testing for LJ Lateral Drainage Improvement Phase 2 Project

CC REGULAR

Date: 05/17/2011

Submitted By: Yolanda Cisneros, COMM. PCT. #2

Submitted For: Hector Palacios

Department: COMM. PCT. #2

Agenda Category: Purchasing Department

Sub-category: Prct. 2

Information

CAPTION

Acceptance, and approval of Work Authorization No.1 with estimated cost of \$6,180.90 for LJ Lateral Drainage Improvements Phase 2 - Alamo Road Crossing Project with Raba-Kistner Consultants, Inc. to provide construction material testing services to Hidalgo County Precinct No.2 - C-11-110-04-12.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011

ACCT. #: 1-1342-431-00-122-038-0-733

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available amount \$7,411.20

Attachments

Link: [WA #1](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Yolanda Cisneros	05/06/2011 05:03 PM	CREATED
1	Purchasing Department	Marty Salazar	05/10/2011 03:45 PM	APRV
2	Budget & Management	Erika Zamora	05/11/2011 08:22 AM	APRV
3	Roland Garcia			NEW
4	Auditor's Office			
Form Started By: Yolanda Cisneros			Started On: 05/06/2011 05:03 PM	

AI-26604

19.B.2.

**Sole Source Declaration-Spectra Energy/ Texas Eastern-Pct. #2s-El Gato
CC REGULAR**

Date: 05/17/2011

Submitted By: Marty Salazar, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Sub-category: Prct. 2

Information

CAPTION

a. Requesting exemption from competitive bidding requirements pursuant to Texas Local Government Code, Chapter 262, Section .024 (a) (7) (C), '...an item that can be obtained from only one source, including, ... other utility services...';

b. Approval of the Sole Source Declaration for Texas Eastern, a wholly owned subsidiary of Spectra Energy Transmission, LLC including the purchase of goods and/or services related to the modification of the pipeline crossing for the El Gato Road Improvement Project;

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011

ACCT. #: 1-1200-431-00-122-051-0-731

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Refer to AI-26604 on 5/17/11 consent will transfer \$85,000.00 to object 731.

Attachments

Link: [spectra energy & TLG Code](#)

Link: [sole source](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	05/11/2011 01:47 PM	APRV
2	Budget & Management	Erika Zamora	05/11/2011 02:29 PM	APRV
3	Roland Garcia	Rolando Garcia	05/12/2011 09:45 AM	APRV
4	Auditor's Office		05/12/2011 05:18 PM	NEW

Form Started By: Marty Salazar

Started On: 05/11/2011 10:24 AM

Final Approval Date: 05/12/2011



SpectraEnergyTransmission, LLC
5400 Westheimer Court
Houston, TX 77056
P.O. Box 1642
Houston, TX 77251-1642

May 10, 2011

Commissioner Hector "Tito" Palacios
Hidalgo County Precinct #2
301 E. State Street
Pharr, TX 78577

Re: A Revised Estimate of Costs to Extend Existing Casing Ends on Texas Eastern's
30-in Natural Gas Pipeline for the Road Improvements to El Gato Rd., Hidalgo
Co., TX, TR-50 & -51

Dear Mr. Palacios:

Back in July of 2010 we were asked by R. Gutierrez Engineering Corp. to provide a cost estimate to modify our pipeline crossing for the proposed El Gato Road Improvement Project. We furnished that information and now we have been asked to update the original estimate. Texas Eastern is a wholly owned subsidiary of Spectra Energy.

As before, we anticipate that additional casing pipe will have to be installed to the existing cased crossing to accommodate the widening of the road Rights of Way. Since that time however several utility lines have been placed along El Gato Rd. that will require additional construction efforts to insure they are not left in an unsupported condition that might harm them, and the costs of materials have increased nearly 14% since then.

The estimated cost of this construction is approximately \$85,000. Should you wish for us to continue with the process please contact me and I will initiate the necessary paperwork, or please provide the proper forms that you require. The amount indicated above is not a precise estimate so the amount could vary. The actual reimbursement will be based on the final costs required to perform the modifications.

Please let me know if you wish to proceed.

Sincerely,



Stan T. Johnson

XC:
R. L. Acorn – Manager, Right-of-Way
M. Edwards – Supervisor, Right-of-Way
L Trcka – Right-of-Way
G. Reyes – Area Manager

File: 30" LN No. 16, Hidalgo Co., TR-50 and TR-51

Martha Salazar

From: Raul Lozano [raul.lozano@co.hidalgo.tx.us]
Sent: Tuesday, May 10, 2011 4:43 PM
To: martha.salazar@co.hidalgo.tx.us
Cc: darlene.betancourt@co.hidalgo.tx.us
Subject: FW: Spectra Energy Revised Estimate
Attachments: Estimate for Extending Casing by Spectra Energy - Revised.pdf
Marty, revised letter

From: Ramiro Gutierrez [mailto:rgutierrez@rgutierrezengineering.com]
Sent: Tuesday, May 10, 2011 4:24 PM
To: 'Raul Lozano'
Subject: Spectra Energy Revised Estimate

Raul,

Attached is the revised estimate to extend the gas line casing on El Gato Road from Spectra Energy. The estimated cost has increased from \$65,000 to \$85,000. This is an estimate but the reimbursable cost will be the actual cost. In the letter, they explain that Texas Eastern is a wholly owned subsidiary of Spectra Energy. Let me know if you need anything else at this time.

Regards,

Ramiro Gutierrez, P.E.
President
R. Gutierrez Engineering Corporation
Tel: 956 782 2557 (Office)
Tel: 956 227 2154 (Cell)
email: rgutierrez@rgutierrezengineering.com

This email and any files transmitted with it contain(s) information belonging to the office of R. Gutierrez Engineering Corporation which is confidential and/or legally privileged. This information is intended only for the individual or entity to whom this email is addressed. If you are not the named recipient(s), you are hereby notified that any disclosure, copying, distributing or taking of this information for any use whatsoever is strictly prohibited. If you receive this message in error, please notify the sender at (956) 782-2557 or by email at office@rgutierrezengineering.com and delete this message immediately from your computer. Thank You...

(c) A county may receive bids or proposals under this subchapter in hard-copy format or through electronic transmission. A county shall accept any bids or proposals submitted in hard-copy format.

Added by Acts 2001, 77th Leg., ch. 1063, § 1, eff. Sept. 1, 2001.

§ 262.023. Competitive Requirements for Certain Purchases

(a) Before a county may purchase one or more items under a contract that will require an expenditure exceeding \$50,000, the commissioners court of the county must:

(1) comply with the competitive bidding or competitive proposal procedures prescribed by this subchapter;

(2) use the reverse auction procedure, as defined by Section 2155.062(d), Government Code, for purchasing; or

(3) comply with a method described by Subchapter H, Chapter 271.

(b) The requirements established by Subsection (a) apply to contracts for which payment will be made from current funds or bond funds or through anticipation notes authorized by Chapter 1431, Government Code, or time warrants. Contracts for which payments will be made through certificates of obligation are governed by The Certificate of Obligation Act of 1971 (Subchapter C, Chapter 271).¹

(b-1) A county that complies with a method described by Subchapter H, Chapter 271, as provided by Subsection (a)(3), to enter into a contract for which payment will be made through anticipation notes authorized by Chapter 1431, Government Code, may not issue anticipation notes for the payment of that contract in an amount that exceeds the lesser of:

(1) 20 percent of the county's budget for the fiscal year in which the county enters into the contract; or

(2) \$10 million.

(c) In applying the requirements established by Subsection (a), all separate, sequential, or component purchases of items ordered or purchased, with the intent of avoiding the requirements of this subchapter, from the same supplier by the same county officer, department, or institution are treated as if they are part of a single purchase and of a single contract. In applying this provision to the purchase of office supplies, separate purchases of supplies by an individual

department are not considered to be part of a single purchase and single contract by the county if a specific intent to avoid the requirements of this subchapter is not present.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 57(a), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1250, § 9, eff. Sept. 1, 1989; Acts 1991, 72nd Leg., ch. 16, § 13.02(b), eff. Aug. 26, 1991; Acts 1993, 73rd Leg., ch. 757, §§ 13, 38, eff. Sept. 1, 1993; Acts 1997, 75th Leg., ch. 442, § 1, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 505, § 2, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 436, § 4, eff. May 28, 2001; Acts 2001, 77th Leg., ch. 1063, § 2, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1409, § 4, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 1276, § 12.004, eff. Sept. 1, 2003; Acts 2007, 80th Leg., ch. 689, § 1, eff. Sept. 1, 2007; Acts 2009, 81st Leg., ch. 1266, § 4, eff. June 19, 2009.

¹ V.T.C.A., Local Government Code § 271.041 et seq.

Section 2 of Acts 2007, 80th Leg., ch. 689 provides:

"The changes in law made by this Act apply only to a contract entered into on or after the effective date [Sept. 1, 2007] of this Act. A contract entered into before the effective date of this Act is governed by the law in effect when the contract was entered into, and the former law is continued in effect for that purpose."

Section 17 of Acts 2009, 81st Leg., ch. 1266 provides:

"The change in law made by this Act applies only to a claim that arises under a contract executed on or after the effective date of this Act. A claim that arises under a contract executed before the effective date of this Act is governed by the law as it existed immediately before the effective date of this Act, and that law is continued in effect for that purpose."

§ 262.0235. Procedures Adopted by County Purchasing Agents for Electronic Bids or Proposals

The county purchasing agent, before receiving electronic bids or proposals, shall adopt rules in conformance with Section 262.011(o) to ensure the identification, security, and confidentiality of electronic bids or proposals.

Added by Acts 2001, 77th Leg., ch. 1063, § 3, eff. Sept. 1, 2001.

§ 262.024. Discretionary Exemptions

(a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption:

(1) an item that must be purchased in a case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the county;

(2) an item necessary to preserve or protect the public health or safety of the residents of the county;

- (3) an item necessary because of unforeseen damage to public property;
- (4) a personal or professional service;
- (5) any individual work performed and paid for by the day, as the work progresses, provided that no individual is compensated under this subsection for more than 20 working days in any three month period;
- (6) any land or right-of-way;
- (7) an item that can be obtained from only one source, including:
 - (A) items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;
 - (B) films, manuscripts, or books;
 - (C) electric power, gas, water, and other utility services; and
 - (D) captive replacement parts or components for equipment;
- (8) an item of food;
- (9) personal property sold:
 - (A) at an auction by a state licensed auctioneer;
 - (B) at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code;¹ or
 - (C) by a political subdivision of this state, a state agency of this state, or an entity of the federal government;
- (10) any work performed under a contract for community and economic development made by a county under Section 381.004; or
- (11) vehicle and equipment repairs.
 - (b) The renewal or extension of a lease or of an equipment maintenance agreement is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption and if:
 - (1) the lease or agreement has gone through the competitive bidding procedure within the preceding year;
 - (2) the renewal or extension does not exceed one year; and
 - (3) the renewal or extension is the first renewal or extension of the lease or agreement.
 - (c) If an item exempted under Subsection (a)(7) is purchased, the commissioners court, after accepting a signed statement from the county official who makes purchases for the county as to the existence of only

one source, must enter in its minutes a statement to that effect.

(d) The exemption granted under Subsection (a)(8) of this section shall apply only to the sealed competitive bidding requirements on food purchases. Counties shall solicit at least three bids for purchases of food items by telephone or written quotation at intervals specified by the commissioners court. Counties shall award food purchase contracts to the responsible bidder who submits the lowest and best bid or shall reject all bids and repeat the bidding process, as provided by this subsection. The purchasing officer taking telephone or written bids under this subsection shall maintain, on a form approved by the commissioners court, a record of all bids solicited and the vendors contacted. This record shall be kept in the purchasing office for a period of at least one year or until audited by the county auditor.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 59(c), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 962, § 1, eff. Sept. 1, 1989; Acts 1989, 71st Leg., ch. 1001, § 2, eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1060, § 1, eff. Aug. 28, 1989; Acts 1991, 72nd Leg., ch. 16, § 13.03, eff. Aug. 26, 1991; Acts 1997, 75th Leg., ch. 442, § 2, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 1065, § 1, eff. June 15, 2001; Acts 2007, 80th Leg., ch. 1272, § 3, eff. Sept. 1, 2007.

¹ V.T.C.A., Bus. & Com. Code § 17.81 et. seq.

§ 262.0241. Mandatory Exemptions: Certain Recreational Services

- (a) This section applies only to a county that:
 - (1) has a population of 20,000 or less; and
 - (2) owns not more than one golf course open for public use.
- (b) The competitive bidding and competitive proposal procedures prescribed by this subchapter do not apply to the purchase of:
 - (1) management services for:
 - (A) a county-owned golf course; or
 - (B) a retail facility owned by the county and located on the premises of the golf course; and
 - (2) landscape maintenance services for a county-owned golf course.

Added by Acts 2001, 77th Leg., ch. 1065, § 2, eff. June 15, 2001.



PURCHASING DEPARTMENT
County Of Hidalgo

**MEMORANDUM
SOLE SOURCE DECLARATION**

“ORDER”

To: Hidalgo County Commissioners Court

From: Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

Date: May 17, 2011

Re: “Sole Source Declaration” - Texas Eastern Transmission

Hidalgo County Precinct No. 2 is in the process of a Road Improvement Project known as El Gato. It has become necessary to request the modification of a pipeline crossing at El Gato from Texas Eastern Transmission, a subsidiary of Spectra Energy Transmission, LLC which is the sole owner of the transmission pipeline and thus is the sole provider of goods and/or services in the relocation or modification of their pipelines.

Therefore, it is necessary to proceed to purchase goods and/or services related to the pipeline crossing for the El Gato Road Improvement Project from Texas Easter Transmission, a wholly owned subsidiary company of Spectra Energy Transmission, LLC.

AI-26585

19.C.1.

Repairs & Replacement to Anzaldua's Boating Dock and Floating Ramp Pct. #3

CC REGULAR

Date: 05/17/2011

Submitted By: Oscar Garza, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Sub-category: Prct. 3

Information

CAPTION

Requesting authorization/approval to request proposals from awarded Job Order Contractors (through County's membership and participation in various cooperative purchasing programs/association, etc.) for the repairs & renovations to Anzaldua's Boating Dock & Floating Ramp project #2011-156-OGG :

- a. Herrera & Hunt Inc. and Alpha Building Corporation (awarded through Hidalgo County's membership/participation with Harris County Department of Education's JOC Program); and CAS Companies JOC thru TCPN Contract #R-5004 as approved on 05/24/10 so as to determine the best value under TX . Local Government Code 271.113; or, in the alternative;
- b. Request authority to proceed with sealed procurement process through conventional construction method and approval to advertise same with plans and specifications.

BACKGROUND

Funding has been appropriated for repairs & replacement to Anzaldua's Boating Dock & Floating Ramp.

Fiscal Impact

FISCAL YEAR: 2011

ACCT. #: 1-1280-452-00-123-987-1-431

FUNDS AVAILABLE Y/N?: Y/Pending

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Available funds pending approval of transfer (AI - 26608 5/17/11 CC) is \$94,171.00.

Attachments

Link: [11-156](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/12/2011 11:34 AM	APRV
2	Budget & Management	Erika Zamora	05/12/2011 11:59 AM	APRV
3	Perla Lopez	Perla Lopez	05/12/2011 01:21 PM	APRV

4 Auditor's Office

05/12/2011 05:18 PM NEW

Form Started By: Oscar Garza

Started On: 05/10/2011 04:13
PM

Final Approval Date: 05/12/2011

HURRICANE ALEX - PRECINCT #3 PROJECT ACTIVITY

5/11/2011

Project Name	Precinct	PW #	Bundle #	PW Amount	75% FEMA Share	25% County Share	Status Activity (Pending/Started/Completed)	Percentag Work Completed	Supporting Docs Reconciled
1 HC-01G Park Equipment and Contents	3	00914	66	50,531.82	37,898.87	12,632.95			
2 HC-01E Building Repairs and Content Damages	3	00918	66	20,680.00	15,510.00	5,170.00			
3 HC-02E Office/Ticket Bldg at Anzaldua's Park Entrance	3	00916	66	24,512.50	18,384.38	6,128.12			
4 HC-03E Irrigation and Plumbing System Repairs	3	00910	66	17,800.00	13,350.00	4,450.00			
5 HC-02G Dock and Boat Ramp-Repair and Replacement	3	00911	66	94,171.00	70,628.25	23,542.75			
TOTAL				207,695.32	155,771.50	51,923.82			

ACCT # 1-1280-452-00-123-987-1-431

RECEIVED

By Oscar Garza at 9:18 am, May 11, 2011



Account No 1-1280-452-00-123-967-1-431 Accounting Period 13 Period YTD 293300 pg 05 -1 1 1

Acct. Year Previous Year Info. Description PCT3-66-0911-DOCK/BOAT RAMP-BLD&OTHER ST

Summary Budgets Open Encumbrances Encumbrance Detail All Encumbrances Checks Unposted Payments

Period	Original Budget	Adjusted Budget	Encumbrance	Actual	Avail/Rec/Bal
05	.00	23,542.75	.00	.00	23,542.75
YTD	.00	23,542.75	.00	.00	23,542.75
PRE	.00	.00	.00	.00	.00
TOT	.00	23,542.75	.00	.00	23,542.75

PA-08-TX-1931-PW-00911(0) P	
Applicant Name:	Application Title:
HIDALGO (COUNTY)	HC-02G Dock and Boat Ramp-Repair and Replacement
Period of Performance Start:	Period of Performance End:
08-03-2010	02-03-2012

Subgrant Application - Cost Estimate

Cost Estimate

Is this Project Worksheet for								
(Preferred) Repair								
Sequence	Code	Material and/or Description	Unit Quantity	Unit of Measure	Unit Price	Subgrant Budget Class	Cost Estimate	Action
1	0000	Work to be Completed						
2	9999	Estimate - Dock Repair, Boat Ramp Replacement	1	LS	\$ 88,421.00	CONTRACTUAL	\$ 88,421.00	
3	9901	Direct Administrative Costs (Subgrantee)	1	LS	\$ 5,750.00	OTHER	\$ 5,750.00	
							Total Cost: \$ 94,171.00	
Insurance Adjustments (Deductibles, Proceeds and Settlements)								
Sequence	Code	Material and/or Description	Unit Quantity	Unit of Measure	Unit Price	Subgrant Budget Class	Cost Estimate	Action
							Total Cost: \$ 0.00	

Total Cost Estimate:	\$ 94,171.00
(Preferred Estimate Type + Insurance Adjustments)	Awarded cost line items: \$ 84,171.00 Remaining cost line items: \$ 0.00

Comments						
Attachments						
User	Date	Document Type	Description	Hard Copy File Reference	File Name	Action
MARY MOUNTAIN	12-21-2010	Force Account	Cost Summary	See Hard Copy in File	Cost Summary.pdf(282.40 kb)	View
MARY MOUNTAIN	12-21-2010	Contract Document	Contract Costs	See Hard Copy in File	Contract Summary.pdf(310.91 kb)	View

PA-06-TX-1931-PW-00911(0) P	
Applicant Name:	Application Title:
HIDALGO (COUNTY)	HC-02G Dock and Boat Ramp-Repair and Replacement
Period of Performance Start:	Period of Performance End:
08-03-2010	02-03-2012

Subgrant Application - Facility Details

Facility Name:	Dock and Boat Ramp-Repair and Replacement
Address 1:	
Address 2:	
County:	Hidalgo
City:	
State:	TX
ZIP:	
Was this site previously damaged?	No
Location:	PA-06-TX-1931-PW-00911(0): Anzaldua's Park - Dock and Boat Ramp
Damage Description and Dimensions:	PA-06-TX-1931-PW-00911(0): Following hurricane Alex, Anzaldua's park was severely flooded by overflow from the Rio Grande due to storm water runoff and the opening of the continuing release of floodwaters from Mexico into the floodway. The dock (1,170sq ft.) And boat ramp (300 sq ft) at the park, constructed in 2008-2009, were severely damaged by floodwaters and sand/silt/fill material. The structures have been subjected to damage by these forces for 4 or more months. As a result, decking, supporting structure, and wood and railing surfaces have been damaged. The facility is to be repaired in-kind in accordance with all current codes and regulations. *GPS recorded from dock location
Scope of Work:	PA-06-TX-1931-PW-00911(0): Work to be Completed: Estimates have been prepared for the county by AGA, Inc. - the architect who designed and built the structures in 2008 and 2009. The estimates include repairs to the boat dock and floating boat ramp for the damaged components of each structure. Dock - The county will be able to salvage much of the material including deck surface, metal and wooden railings. The damaged portion of the decking and underlying

support structure will be replaced. The wood surfaces and damaged railings are to be cleaned, refinished and resealed as to restore to pre-disaster condition.

Boat ramp - the boat ramp / floating dock is to be replaced with pre-fabricated dock frame, floating devices, and decking. As shown in pictures, included, the ramp was subject to severe flooding, debris damage, and was uplifted onto itself while under the floodwater and debris for a period of over 4 months.

As the county has been notified by the architects, the boat ramp is considered a total loss as all wood decking and railings have been warped and are not capable of being salvaged. The ramp will be demolished and replaced in-kind and in accordance with all applicable codes and standards.

Total estimated project price for labor, materials, architect/engineering and design = \$94,284.00.

*Please see the attached estimates for a detailed scope of work and break-down of costs.

10% contingency has been removed from the estimate.
TM/PAC

All Documentation including cost estimates, photo documentation, associated memorandums from the county, contracts, and invoices is included herein as project documentation and is considered a part of this PW.

The subgrantee is requesting direct administration costs that are directly chargeable to this specific project. Associated eligible work is related to administration of this project only in accordance with 44 CFR 13.22. These costs are treated consistently and uniformly as direct costs in all federal awards and other subgrantee activities and are not included in any approved indirect cost rates. C.Thomas/PS

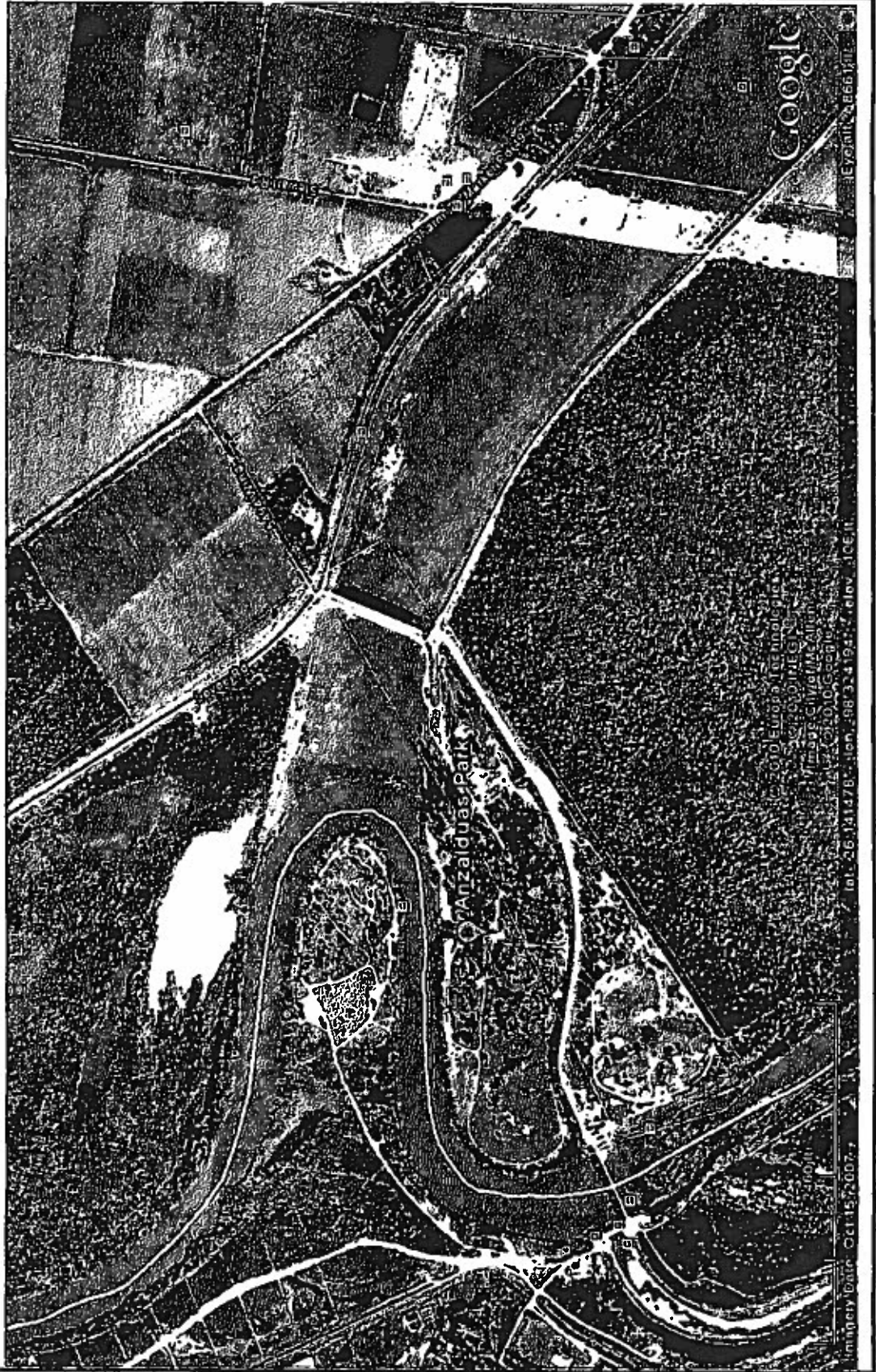
Direct administrative costs are associated with this PW. The county has contracted with BDR, Inc. for public assistance consulting services related to damage inspections, project worksheet preparation, audit preparation, etc. Estimates for direct administrative costs have been included in this PW. Actual costs will be provided when available.

GIS Coordinates

Project Location	Latitude	Longitude
Anzaldua's Park - Dock and Boat Ramp	26.14098	-98.32963

FEDERAL EMERGENCY MANAGEMENT AGENCY

LOCATION MAP			
APPLICANT:	HIDALGO COUNTY	DATE:	12/7/2010
FIPS #:	215-99215-00	PW REF #:	HC-02G



AI-26602

19.D.1.

**Approval of Amend#1-Contract# C-11-026-03-21-OE Investments Inc.
CC REGULAR**

Date: 05/17/2011
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Prct. 4

Information

CAPTION

Approval of Amendment No. 1 to Lease Agreement #C-11-026-03-21 with O E Investments, Inc. for the "LEASE OF TOWER SPACE" for Hidalgo County Sheriff's Office (approved by CC 03/21/11)

BACKGROUND

Amendment #1 to C-11-026-03-21-O E Investments Inc
Contract Document#C-11-026-03-21

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-421-00-280-001-0-441
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding available as of 5-12-11. PO# 655362 available balance as of 5-12-11 \$22,000.00

Initial lease term \$ 2,200 per month for a one (1) year period.

The rental amount during the Renewal term, if Lessee exercises its renewal options, shall increase every year as described on Exhibit B-Bid page 1, 2, and 3

Attachments

- Link: [verbal ok by legal to Marty](#)
- Link: [contract document#C-11-026-03-21-OEI](#)
- Link: [amendment#1-OEI-C-11-026-03-21](#)
- Link: [email](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/12/2011 11:33 AM	APRV
2	Budget & Management	Erika Zamora	05/12/2011 12:00 PM	APRV
3	Manuel Chapa	Manuel Chapa	05/12/2011 01:30 PM	APRV
4	Auditor's Office		05/12/2011 05:18 PM	NEW

Form Started By: Letty Saenz

Started On: 05/11/2011 10:21
AM

Final Approval Date: 05/12/2011

Leticia Saenz

Subject: RE: Request of Legal Review/Approval-Amendment#1-OE Investments-Lease of Tower Space-HCSO

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]

Sent: Monday, May 09, 2011 1:14 PM

To: 'Steve Crain'

Cc: 'Leticia Saenz'

Subject: RE: Request of Legal Review/Approval-Amendment#1-OE Investments-Lease of Tower Space-HCSO

Importance: High

So leave as originally instructed by you and that will have your approval. I need you to respond so we can place on CC agenda as supporting documentation that Lease review is approved as to form.

Thanks,

Marty

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]

Sent: Thursday, May 05, 2011 1:18 PM

To: 'Steve Crain'

Cc: 'Leticia Saenz'

Subject: FW: Request of Legal Review/Approval-Amendment#1-OE Investments-Lease of Tower Space-HCSO

Importance: High

Mr. Crain:

Please review and comment as to form the Amendment to OE Investments and note the e-mail by Ms. Letty below.

Marty

From: Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]

Sent: Thursday, May 05, 2011 12:22 PM

To: 'Martha Salazar'

Cc: 'Darlene Betancourt'

Subject: Request of Legal Review/Approval-Amendment#1-OE Investments-Lease of Tower Space-HCSO

Importance: High

Ms. Marty-

As discussed yesterday afternoon with Mr. Crain, attached, please find and forward the "draft" **Amendment#1** to Lease Agreement# **C-11-026-03-21** with **OE Investments Ltd** for the "**Lease of Tower Space**" for the Sheriff's Office. I have discussed and have gotten clarification by Mr. Brand on all the articles modified, specifically Article 12.01 in which he has left as is and understood that language is already a part of Exhibit A, therefore no deletions/additions to this article will be required. I will also follow up with email to Mr. Brand on the draft amendment and his confirmation.

Note: I want to try to place this for next week's CC if possible.

Please advise.

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2802 South Business Hwy. 281

Voluntary Termination

2.04 Lessee may terminate this Contract at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Lessor.

Commitment of Current Revenues Only

2.05 In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Lessee under this Agreement, Lessee may terminate this Agreement upon sixty (60) days written notice to Lessor. Lessee agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Lessee pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

ARTICLE 3. RENT

Monthly Rental

3.01 Lessee agrees to and shall pay to Lessor as rent for the use and occupancy of the Property during the initial lease term the sum of **Two Thousand Two Hundred Dollars (\$ 2,200.00)** per month for a **one (1) year period**. The rental amount during the Renewal Term, if Lessee exercises its renewal options, shall increase every year thereafter as described and attached hereto **Exhibit B-Bid Page 1, 2 & 3** during the nine (9) one (1) year renewal terms. Each Rental payment shall be due in advance on the first day of each month during the term of the lease, beginning on, **March 1, 2011** rent hereunder, when and as the same may become due and payable, shall be paid in lawful money of the United States at the time to the Lessor at: **P.O. Box 4408, McAllen, Texas 78502**, unless and until Lessor notifies Lessee in writing to make the payments to some other address.

3.02 Lessor also leases to Lessee approximately twenty (20) square feet of the interior of that certain air conditioned, solid concrete building with generator backup located on the property described on Exhibit A-2 (the "Equipment Building") for location of Lessee's transmitter and other ancillary equipment. Lessor grants Lessee unlimited access to the Equipment Building twenty-four hours of the day, seven days a week during the term of this Lease.

ARTICLE 4. UTILITIES

Lessor shall pay or cause to be paid all charges for electricity, used on the Property throughout the term of this lease, including any connection fees.

ARTICLE 5. USE OF PROPERTY

Lessee shall have the right to use the Property for any lawful purpose pertaining to the receipt, broadcast or rebroadcast of data or radio signals.

ARTICLE 6. REPAIR AND MAINTENANCE

Lessor will, throughout the lease term, maintain the Property and keep it free of waste and nuisance. Lessor will, at Lessor's own expense, during the term of this Lease, maintain air conditioning systems, all windows, the roof, the foundation, the structural soundness of the exterior walls, the electrical wiring, paving the doors, the guy wires, the tower structure, the tower warning lights or beacons and all other components of the Property. Lessor will maintain all records and make all reports required by the Federal Aviation Administration with respect to maintenance and operation of tower warning light or beacons. In the event Lessor should neglect to reasonably maintain the Property. Lessee will have the right, but not the obligation, to cause repairs or corrections to made, with any reasonable costs therefor to be payable by Lessor to Lessee as an offset against rental on the next rental installment date. Lessee will, at its sole cost and expense, maintain and repair its own equipment, cables and antennae.

ARTICLE 7. OBLIGATIONS OF LESSOR AND LESSEE

Taxes

7.01 Lessee shall be liable for, and shall pay and discharge before the same become delinquent, all taxes levied or assessed against personal property, furniture, or fixtures located in or upon the Property owned by Lessee, but not by other Lessees or by Lessor, on the real property. Lessor shall be liable for, and shall pay and discharge before the same become delinquent, all ad valorem taxes and assessments levied against the Property, including any fixtures and improvements.

Alteration, Additions, and Improvements

7.02 Lessee may, at Lessee's discretion, but shall not be required to, make any alterations, additions or improvements to the Property, provided Lessee obtains the prior written consent of Lessor, which consent shall not be unreasonably withheld. All alterations, additions or improvements made to the Property described in Exhibit A-I, excluding equipment placed on the Property by Lessee, shall become the property of Lessor at the termination of this Lease Agreement.

7.03 Addition of New and Replacement Equipment. In accordance with provision 7.02 of this Lease Agreement, Lessee shall be allowed to replace existing equipment used on the Property with the prior written consent of Lessor as described in 7.02, without experiencing an increase in monthly rental costs. Should Lessee desire to add new equipment to the Property currently not in place at Lessee's expense, Lessee shall also seek the prior written consent of Lessor as described in 7.02 and Lessor shall submit a written proposal to Lessee of the additional rental costs associated with the new equipment. If the parties reach an agreement for additional rental costs due to new equipment, then the new equipment may be added. In no event, however, will the total rental costs associated with this Lease Agreement exceed Twenty-five Thousand Dollars and no/100ths (\$25,000.00) per year.

Damage or Destruction

7.04 In the event the Property or any portion thereof is damaged or destroyed by fire, tornado, or other casualty, Lessee shall be entitled to an abatement of rent as a result and Lessor shall promptly repair any such damages or destruction using materials and workmanship of a similar nature and quality to the original construction.

Insurance

7.05 Lessor agrees to insure the Property, at its sole cost and expense, against loss by fire, or other casualty, including extended coverage, with a policy or policies acceptable to Lessor. The coverages under such policy or policies shall provide for coverage in an amount reasonably required by Lessor to provide for the replacement or repair of the improvements located on the Property, or such portion thereof as may be damaged by a covered loss, but in no event less than the amount required by any party holding a security interest in or lien on the Property. Lessor agrees to hold Lessee harmless from any and all claims actions proceedings, damages, and liabilities arising from the use, condition and operation of the Property, and to carry liability insurance insuring at the sole cost and expense of lessor, both Lessor and Lessee against such loss and liability, in such amounts as Lessor may reasonably require. In the event Lessor should neglect to provide any insurance coverage required under this paragraph, Lessee shall have the right, but not the obligation, to purchase such coverage to protect Lessee's interest, with any reasonable costs therefor to be payable by Lessee.

Lessee's Insurance

7.06 Lessee, at its own expense, shall provide and maintain in force effective **March 1, 2011** and continuing during the term of this Lease Liability insurance in the amounts deemed adequate by Lessee, naming Lessor as additional insured.

ARTICLE 8. DEFAULT

Events of Default

8.01 The following events shall be deemed to be events of default by Lessee under this lease. Lessee shall fail to pay any installment of rent hereby reserved and such failure shall continue for a period of thirty (30) days. Lessee shall fail to comply with any term, provision, or covenant of this lease, other than the payment of rent, and shall not cure such failure within thirty (30) days after written notice thereof to Lessee.

Remedies

8.02 Upon the occurrence of any event to default specified in Paragraph 8.01 hereof, Lessor shall have the option to pursue any one or more of the following remedies without notice of demand whatsoever.

Re-entry

Lessor may re-enter the Property immediately and remove all Lessee's personal property therefrom. Lessor may store the personal property in a public warehouse or at another place at Lessor's choosing at Lessee's expense or to Lessee's account.

Termination

After re-entry, Lessor may terminate the lease on giving ten (10) days' written notice of such termination to Lessee. Re-entry only, without notice of termination, will not terminate the lease.

Re-letting Property

After re-entering, Lessor may re-let the Property or any part thereof, for any term, without terminating the lease at such rent and on such terms as Lessor may choose. Lessor may make repairs to the Property at Lessee's expense.

Quiet Enjoyment Pending Cure Period

8.03 Notwithstanding anything to the contrary herein, Lessor understands, acknowledges and agrees that some of the Property is utilized in the receipt, transmission and/or retransmission of radio signals for law enforcement and emergency services, which Lessee is authorized to operate by virtue of a license issued by the Federal Communications Commission. Lessor shall not, except following written notice of a default and the failure to cure such default by Lessee within the time periods provided in Section 8.02 (a) and (b), exercise any remedy which may affect or in any manner interfere with Lessee's use, possession or quiet enjoyment of the property or the receipt, transmission or retransmission of any radio signal by Lessee. Further, except for any time period following expiration of any cure period for which Lessee has not satisfactorily cured any Lessee default, Lessee shall have full access to, use of any quiet enjoyment of the property undisturbed by Lessor.

ARTICLE 9. INTENTIONALLY OMITTED

ARTICLE 10. MISCELLANEOUS Notices and Addresses

10.01 All notices provided to be given under this agreement shall be given by certified mail or registered mail addressed to the proper party, or in person against a receipt. The date of mailing of any notice under this agreement shall be deemed to be the date of such notice and shall be effective from such date. The addresses of the parties of this agreement are as follows:

LESSOR

O. E. Investments, Ltd.
Attn.: Othal E. Brand, Jr.
P. O. Box 4408
Mc Allen, Texas 78502

LESSEE

County Of Hidalgo, Texas
Attn: Ramon Garcia, County Judge
1615 South Closner, Suite J
Edinburg, Texas 78539

With copy to:
Hidalgo County Sheriff's Office
Attn: Guadalupe "Lupe" Trevino, Sheriff
P. O. Box 1228
Edinburg, Texas 78541

Parties Bound

10.02 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives and assigns where permitted by this Agreement.

Texas Law to Apply

10.03 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas

Legal Construction

10.04 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Prior Agreements Superseded

10.05 This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter.

Amendment

10.06 No amendment, modification or alteration of the terms hereof shall be binding unless the same in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

Waiver of Default

10.07 No waiver by the parties hereto of any default of breach of any term, condition or covenant of this lease shall be deemed to be a waiver of any other breach of the same or any other term, conditions or covenant contained herein.

Attorney's Fee

10.08 In the event Lessor or Lessee breaches any of the terms of this Agreement whereby the party not in default employs attorneys to protect or enforce his rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorneys' fees so incurred by such other party.

ARTICLE 11. WAIVER OF SUBROGATION

Lessor hereby waives Lessor's right of recovery against Lessee for damages caused by fire, explosion and other perils to any of the Property to the extent that recovery is made by Lessor under insurance policies in effect at the time of loss; and Lessee hereby waives Lessee's rights of recovery against Lessor for damages to any of Lessor's property caused by fire, explosion and other perils to the extent that recovery is made by the Lessee under insurance policies in effect at the time of loss. This agreement does not extend to and waiver does not apply to any damage suffered by either party hereto which is not recovered by the injury party under its insurance policies.

ARTICLE 12. SPECIAL PROVISIONS

Access to Property

12.01 During the term of this agreement, Lessor agrees that technical and maintenance employees and representatives and agents of Lessee shall have at all time rights of ingress and egress to the Property for the Purpose of installing, maintaining and repairing Lessee's equipment. Lessee agrees to insure that its subcontractors and employees performing maintenance or technical services on Lessee's equipment are covered by adequate levels of liability insurance and by any state-mandated worker's compensation insurance, if applicable.

Duty Not to Impair Lessee's Operations

12.02 Lessor agrees not to lease or license the use of the Property, or any portion thereof, to any party which will interfere with Lessee's use of the Property, and to require than any other lessees and licenses use and operation of radio or television transmission equipment of the Property shall be performed in such a manner as not to interfere with the operation of any equipment which Lessee has therefore installed or may thereafter install on the Property. In the event interference should result, upon notice of such interference from lessee, Lessor shall cause its lessees and licenses to take all necessary steps, without costs or expense to lessee, to remove said interference or shut down communication equipment temporarily pending repair.

Hazardous Substances

12.03 Lessor represents that it has no knowledge of any substance, chemical or waste collectively "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Lessee will not introduce or use any such substance on the Site in violation of any applicable law.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto execute this Agreement as of the day and year first above written

APPROVED BY COMMISSIONER COURT ON _____, 2011.

APPROVED AS TO FORM:
Atlas & Hall, .LL.P.

By: _____
Stephen L. Crain, Attorney

LESSEE:
County Of Hidalgo

By: _____
Ramon Garcia, County Judge

LESSOR:
O.E. Investments, Ltd

By: _____
Othal E. Brand, Jr., President/CEO

ATTEST:

Arturo Guajardo, Jr., County Clerk

EXHIBIT "A"
REQUEST FOR BIDS (RFB) PROCUREMENT PACKET



PURCHASING DEPARTMENT
County Of Hidalgo

December 28, 2010

Re: **HIDALGO COUNTY SHERIFF'S OFFICE**
Request for Bids –“LEASE OF TOWER SPACE”
Bid No: 2011-026-01-12-ERT

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/ert

Enclosures



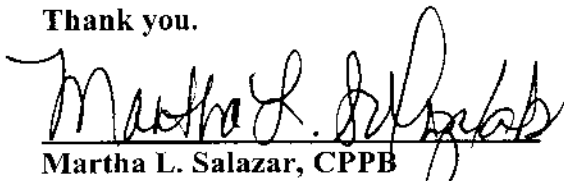
PURCHASING DEPARTMENT
County Of Hidalgo

**REQUEST FOR BID (RFB)
CHECKLIST
HIDALGO COUNTY SHERIFF'S OFFICE
"LEASE OF TOWER SPACE"
Bid No: 2011-026-01-12-ERT**

1. Request For Bid Letter, consisting of 1 page.
2. Request for Bid, Legal Notice, consisting of 8 pages.
3. Exhibit "A" Specifications consisting of 4 pages.
4. Exhibit "B" Bid Page consisting of 3 pages.
5. Exhibit "C" Insurance Requirements consisting of 4 pages.
6. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page.
7. Vendor/Bidder Application, consisting of 2 pages.
8. W-9 form, consisting of 4 pages.
9. Certification Regarding Debarment consist of 1 page.
10. Draft Lease Agreement, consisting of 12 pages.

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.


Martha L. Salazar, CPPB
Purchasing Agent

December 28, 2010
Date

Bid No: 2011-026	Buyer: Eric Trevino	Tel. No: (956) 318-2626 ext. 4882
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REQUEST FOR BIDS

HIDALGO COUNTY SHERIFF'S OFFICE

"LEASE OF TOWER SPACE"

BID OPENING DATE:

JANUARY 12, 2011

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 - New Administration Building
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **HIDALGO COUNTY SHERIFF'S OFFICE – "LEASE OF TOWER SPACE"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2011-026-01-12-ERT HIDALGO COUNTY SHERIFF'S OFFICE - "LEASE OF TOWER SPACE"** and in County's Purchasing Department, 2812 So. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, JANUARY 12, 2011. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2011-026-01-12-ERT RFB-HIDALGO COUNTY SHERIFF'S OFFICE – "LEASE OF TOWER SPACE"**. Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County
3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.
6. Descriptive specifications are referenced in this document to indicate the general kind

and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. DELIVERY INSTRUCTIONS:
 - . No deliveries accepted after 3:00 P.M., Monday-Friday.
 - . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
 - . If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- . Invoices must include:
 - a) Name and address of successful bidder
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)
 - d) Notation - **HIDALGO COUNTY SHERIFF'S OFFICE - "LEASE OF TOWER SPACE"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- . Discount payments will be considered when offered.
- . Contact person for Billing and Payment questions:

Hidalgo County Sheriff's Office
Attn: Myra Montoya
711 E. El Cibolo Rd.
Edinburg, Texas 78539
(956) 383-8114

17. Schedule of Events

Bid Opening, 9:30 AM	<u>JANUARY 12, 2011</u>
Award of Contract	_____, 2011
Commence Work or Deliver Products	_____, 2011

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.

. If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings

or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.

For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who

desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
 - . Possess or is able to obtain adequate financial resources as required to perform under the bid;
 - . Be able to comply with the required or proposed delivery schedule;
 - . Have a satisfactory record of performance;
 - . Have a satisfactory record of integrity and ethics;
 - . Be otherwise qualified and eligible to receive an award.
24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
 - A. Meet schedules;

- B. Pay any required fees or taxes; or
- C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.
28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For

HIDALGO COUNTY SHERIFF'S OFFICE
"LEASE OF TOWER SPACE"
BID NO.: 2011-026-01-12-ERT

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 -- New Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder:

Address:

By:

Printed Name:

Title:

Exhibit "A"

**HIDALGO COUNTY SHERIFF'S OFFICE
"LEASE OF TOWER SPACE"
RFB. No. 2011-026-01-12-ERT
SPECIFICATIONS**

Hidalgo County is seeking to lease tower space for the Hidalgo County Sheriff's Office. Specifications are as follows, but not limited to the following:

Specifications & Requirements, Terms & Conditions

- 1). All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto HIDALGO COUNTY.
- 2). Lease property must have shelter to house transmission, reception and rebroadcast equipment.
- 3). Tower shelter must have electricity and air condition system.
- 4). Tower shelter should be of block construction or other construction capable of withstanding sustained hurricane force winds.
- 5). Tower site must have a back up power source, generator preferred, capable of providing electricity for Sheriff's Department equipment and tower operations for a period of forty-eight (48) hours.
- 6). Height of tower should be four hundred eighty (480) ft. or taller.
- 7). Tower must meet all F.A.A. and F.C.C guidelines and be licensed by the F.C.C and tower provider shall attach a copy of each F.C.C. Antenna Site Registration.
- 8). Tower site shall be an existing site or a new site, with construction to be completed and ready for installations of equipment, meeting all city, county, state, and federal standards by the 1st day of January, 2011. Tower site must be geographically located within 2 nautical miles of the following:

Latitude	Longitude
26-20-26.2N	98-13-58.4W

This is essential to ensure County Wide radio coverage for mobile radio, portable radio and mobile data radio systems.

- 9). Tower must be equipped with a Tower Top Amplifier, 10db. Gain at 453 mhz. Sheriff's Department data radio will be connected to this amplifier for receive only.
- 10). Tower provider will be responsible for all fines and penalties assessed by the F.A.A. or F.C.C. for the tower and tower related equipment as it relates to the tower site.

- 11). Tower rent **must** include cost of electricity.
- 12). Lessor throughout the lease term, will maintain the property and keep it free of waste and nuisance.
- 13). Lessor throughout the lease term, at his own expense will maintain air conditioning systems all windows, the roof, the foundation, the structural soundness of the exterior walls, the electrical wiring, paving, the doors, the guy wires, the tower structure, the towering warning lights or beacons an all other components of the property.
- 14). Lessor will maintain all records and make all reports required by the Federal Aviation Administration with respect to maintenance and operation of tower warning light or beacons.
- 15). Lessor agrees that Hidalgo County employees and contracted agents of Hidalgo County shall have at all times rights of ingress and egress to the property for the purpose of installing, maintaining and repairing Hidalgo County's equipment subject to the lessor's approval/disapproval.
- 16). Lessor agrees not to lease or license the use of the property, or any portion thereof, to any party which will interfere with Lessee's use of the property.
- 17). Lessor represents that it has no knowledge of any substance, chemical or waste (collectively, substance) on the site that is identified as hazardous, toxic or dangerous in any applicable federal state or local law or regulation.
- 18). Tower must have the capability for six circuits to be connected to ATT, SBC or Southwestern Bell Telephone.
- 19). Lessor must submit property legal description and a warranty deed.
- 20). Vendor must provide bid on initial term including all renewal terms.
- 21.) Bid award will be based on a total lump sum basis to the lowest bidder meeting all requirements and specifications.
- 22). Hidalgo County Sheriff's Office shall be allowed to replace current existing equipment used on the property with the prior written consent of awarded bidder without experiencing an increase in monthly rental costs. However, In the event, Hidalgo County Sheriff's Office desires to add "new" equipment to the property currently not in place at Hidalgo County Sheriff's Office expense, Hidalgo County Sheriff's Office shall also seek the prior written consent of awarded bidder, and awarded bidder shall submit a written proposal to Hidalgo County Sheriff's Office of the additional rental costs associated with the new equipment. If the parties reach an agreement for additional rental costs due to the addition of new equipment, then the new equipment may be added.

Equipment to be installed at tower site

Hidalgo County Sheriff's Department will install the following antennas, lines, and transmitters.

- UHF Antenna @ 480 feet
- VHF Antenna @ 480 feet
- 1 VHF Antenna @ 400 feet
- 1 VHF Antenna @ 200 feet

All cables will be 7/8 inch heliax screwed to tower with tie wire and be grounded at both top and bottom. The Hidalgo County Sheriff's Department will install 3 VHF transmitters and one UHF transmitter at site.

Two Macom transmitter's serial numbers 98775246 and 98775247
 Two V.H.F. Duplexors serial numbers 311-6142-A and 55412-A
 One transmit antenna combiner
 One Motorola MSR-2000 serial number 482CRG0227
 One data radio transmitter serial number 12343

Premises:

Tower Space(s) at the elevation of 480, 480, 400, 275 feet on an approximately 480 foot transmission tower located at Latitude 26^o 20' 26" and Longitude 98^o 13' 58", together with the nonexclusive right to the use of the tower structure for transmission cables and/or wave guides and for access to lessee's antenna. Approximately 20 square feet, (20 square feet representing four (4) transmitter boxes) of equipment shelter space to house Lessee's transmission, reception and rebroadcast equipment in and around the equipment building located on the property.

Frequencies:

-TX 155.625 -TX 155.730 -TX 155.370 -TX 453.100
 RX 154.770 RX 154.815 RX 154.950 RX 458.100
 RX 155.370

Terms and Conditions:

- 1). The initial term of the lease contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for nine (9) additional one (1) year terms.
- 2). Hidalgo County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process.
- 3). Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.
- 4). Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.
- 5). After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement,

Hidalgo County reserves the right to seek the services from the next low bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

- 6). Lessor agrees to insure the property, at its sole cost and expense, against loss by fire, or other casualty, including extended coverage, with a policy or policies acceptable to Lessee, The coverages under such policy or policies shall provide for coverage in an amount reasonably required by Lessee to provide for the replacement or repair of the improvements located on the property, or such portion thereof as may be damaged by a covered loss, but in no event less than the required by any party holding a security interest in or lien on the property.
- 7). Lessor agrees to hold Lessee harmless from any and all claims, actions, proceedings, damages and liabilities arising from the use, condition and operation of the property, and to carry liability insurance insuring, at the sole cost and expense of Lessor, both Lessor and Lessee against such loss and liability, in such amounts as Lessee may reasonably require. In the event Lessor should neglect to provide any insurance coverage required under this paragraph, Lessee shall have the right, but not the obligation, to purchase such coverage to protect Lessee=s interests, with any reasonable cost therefore to be payable by Lessor.
- 8). The awarded bidder shall adhere to the following insurance requirements:
Property insurance shall provide that any proceeds for loss or damage to building or to improvements shall be payable solely to Lessor, which sum shall be used by Lessor for repair and restoration purposes. Certificates of insurance shall be submitted to Hidalgo County for approval prior to rental services being performed by Lessor hereunder. Bidder shall maintain liability insurance on the building as described and listed in: Insurance Requirements: See exhibit "C" attached. Plus also insure building for fire, accident and natural disaster; the award of the bid will be evidenced by a written lease agreement in a form acceptable to Hidalgo County.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, January 5, 2011 by 5:00 P.M.. Responses to said inquiries will be sent to all applicants via facsimile by no later than, January 7, 2011 by 5:00 p.m.

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY SHERIFF'S OFFICE

"LEASE OF TOWER SPACE"

BID No: 2011-026-01-12-ERT

Bid Opening Date: JANUARY 12, 2011 at 9:30 AM

Note: Vendor must provide bid on initial term including all renewal terms.

Initial 1 year term:	
<u>Description</u>	<u>Bid Amount</u>
Total cost per month	
Total cost for 1 st term of 1 year (12 months)	
Below are the Renewal Options – nine (9) one (1) year terms	
2nd 1 year term:	
<u>Description</u>	<u>Bid Amount</u>
Total cost per month	
Total cost for 2 nd term of 1 year (12 months)	
3rd 1 year term:	
<u>Description</u>	<u>Bid Amount</u>
Total cost per month	
Total cost for 3 rd term of 1 year (12 months)	
4th 1 year term:	
<u>Description</u>	<u>Bid Amount</u>

Total cost per month	
Total cost for 4 th term of 1 year (12 months)	
5th 1 year term:	
<u>Description</u>	<u>Bid Amount</u>
Total cost per month	
Total cost for 5 th term of 1 year (12 months)	
6th 1 year term:	
<u>Description</u>	<u>Bid Amount</u>
Total cost per month	
Total cost for 6 th term of 1 year (12 months)	
7th 1 year term:	
<u>Description</u>	<u>Bid Amount</u>
Total cost per month	
Total cost for 7 th term of 1 year (12 months)	
8th 1 year term:	
<u>Description</u>	<u>Bid Amount</u>
Total cost per month	
Total cost for 8 th term of 1 year (12 months)	
9th 1 year term:	

<u>Description</u>	<u>Bid Amount</u>
Total cost per month	
Total cost for 9th term of 1 year (12 months)	
10th 1 year term:	
<u>Description</u>	<u>Bid Amount</u>
Total cost per month	
Total cost for 10th term of 1 year (12 months)	
Grand Total	
<u>Description</u>	<u>Bid Amount</u>
Total Cost for 10 years (120 months)	
FCC Antenna Site Registration #	

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE _____

EXHIBIT "C"
Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than
Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/02/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

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

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

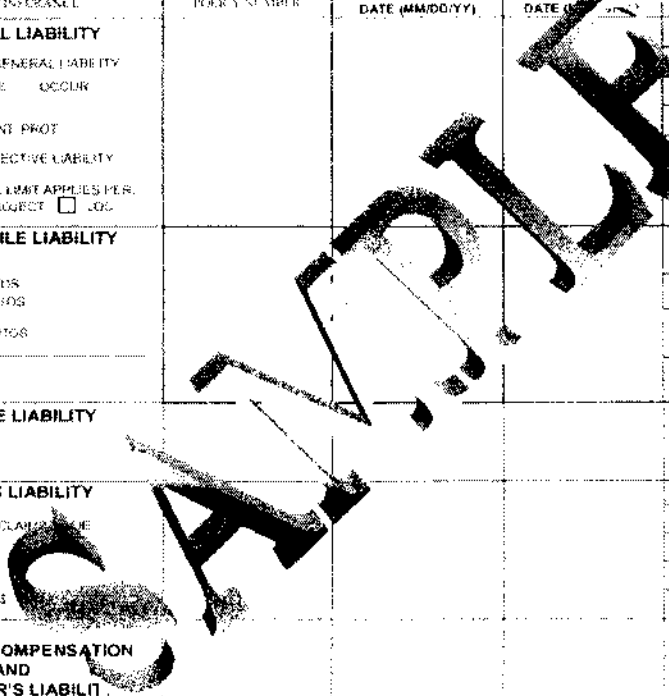
INSURER D:

INSURER E:

COVERAGES

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

INSR LTR	TYPE OF COVERAGE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one Act) \$
	<input type="checkbox"/> CLAIMS MADE OCCUR				MED (Any one person) \$
	<input type="checkbox"/> OWNERS & CONT PROT				PROP & AUTO INJURY \$
	<input type="checkbox"/> OWNERS PROTECTIVE LIABILITY				ANNUAL AGGREGATE \$
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER POLICY PROJECT <input type="checkbox"/> JOG				PRODUCTS - COMP OR SER \$
B	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (EA ACC) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY				AUTO ONLY (EA ACC) \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY (EA ACC) \$
					AUTO ONLY \$
C	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE \$				\$
	<input type="checkbox"/> RETENTION \$				\$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATUS <input type="checkbox"/> OTHER POLICY LIMITS
					E.L. EACH ACCIDENT \$
					E.L. DISEASE (EA EMPLOYEES) \$
	OTHER				E.L. DISEASE POLICY LIMIT \$



DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

ADDITIONAL INSURED: INSURER LETTER

CANCELLATION

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES 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 bid awarded by the Hidalgo County Commissioners' Court;
- • will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: \$ _____ General Liability: \$ _____

- • have already been met, see attached copy of insurance certificate.

Authorized Representative

Date

Notice to Bidder:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

**PROJECT REQUIREMENTS
ACKNOWLEDGMENT**

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.

2. Bonds: _____.

3. Certificates: _____.

4. Permits: _____.

5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

Date

Company

Address

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

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: _____

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: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ _____	
<input type="checkbox"/> 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.

Social security number
+

OR

Employer identification number
+

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here

Signature of
U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____
Print Name: _____
Title: _____
Telephone Number: _____
Date: _____

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "A-1"
LEGAL DESCRIPTION

**LEASE OF TOWER SPACE IN
THE CITY OF EDINBURG, TEXAS**

That space located 498 feet above ground level (AGL) or 613 feet above mean sea level (AMSL) on that certain tower located in Edinburg, Texas on that certain property more particularly described in Exhibit A-2 attached hereto.



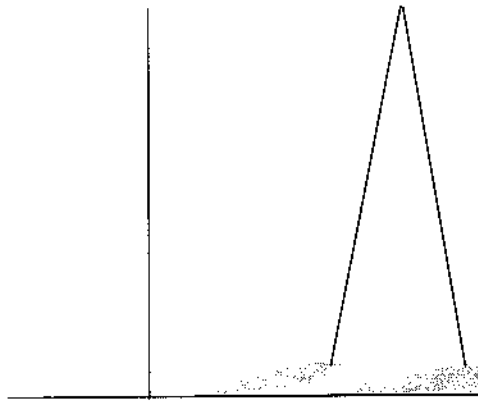
**UNITED STATES OF AMERICA
FEDERAL COMMUNICATIONS COMMISSION**



ANTENNA STRUCTURE REGISTRATION

Part 17 of the FCC rules requires you to: (1) immediately provide a copy of this registration to each FCC licensed tenant of your structure (although not required, you may want to use Certified Mail to obtain proof of receipt); and, (2) display the Registration Number in a conspicuous place visible near the base of the structure (unless a government entity object, in writing, to the display near a historic landmark). SEE INFORMATION ON REVERSE.

Owner: O E INVESTMENTS INC O E BRAND JR PO BOX 4408 MCALLEN TX 78502-4408	Registration Number: 1062608
Location of Antenna Structure: FM 1925 & ROUTH RD EDINBURG TX	Issue Date: 05/21/99 Ground Elevation: 35.0 meters Overall Height Above Ground (AGL): 152.0 meters
Latitude Longitude N26-20-26 W098-13-58 NAD 27	Overall Height Above Mean Sea Level (AMSL): 187.0 meters
Painting and Lighting Requirements: FCC Paragraphs 1, 3, 4, 13, 21 attached Special Conditions:	



	From meters	Approx feet	
Ground Elevation =	35	115	
Above Ground =	152	498	
Total Above Se =	<u>187</u>	<u>613</u>	LF Linear Feet

MTC#2


[FCC Home](#) | [Search](#) | [Updates](#) | [E-Filing](#) | [Initiatives](#) | [For Consumers](#) | [Find People](#)


Antenna Structure Registration

[FCC](#) > [WTB](#) > [ASR](#) > [Online Systems](#) > Registration 1062608

[FCC Site Map](#)

ASR Registration Search

Registration 1062608

HELP

[New Search](#)
[Return to Results](#)
[Printable Page](#)
[Reference Copy](#)

Registration Detail

Reg Number	1062608	Status	Constructed
File Number	A0073158	Constructed	01/01/1987
FAA Study	87-ASW-0746-OE	EMI	No
FAA Issue Date	06/02/1987	NEPA	No

Antenna Structure

Structure Type TOWER - Free standing or Guyed Structure used for Communications Purposes

Location (in NAD83 Coordinates - [Convert to NAD27](#))

Lat/Long 26-20-26.0 N 098-13-58.0 W FM 1925 & ROUTH RD

City, State EDINBURG , TX

 Center of
AM Array

Heights (meters)

Elevation of Site Above Mean Sea Level	Overall Height Above Ground (AGL)
35.0	152.0
Overall Height Above Mean Sea Level	Overall Height Above Ground w/o Appurtenances
187.0	146.0

Painting and Lighting Specifications

FCC Paragraphs 1, 3, 4, 13, 21

Owner & Contact Information

FRN

Licensee ID

Owner

 O E INVESTMENTS INC
 P.O. Box 4408
 MCALLEN , TX 78502-4408

 P: (956)793-0103
 E:

Contact

 P:
 E:

Last Action Status

Status	Constructed	Received	03/24/1999
Purpose	New	Entered	03/25/1999
Mode	Mail In (Manual)		

Related Applications

03/24/1999 A0073158 - New (NE)

Comments**Comments**

None

Automated Letters

None

ASR Help[ASR License Glossary](#) - [FAQ](#) - [Online Help](#) - [Documentation](#) - [Technical Support](#)**ASR Online Systems**[TOWAIR- CORES/ASR Registration](#) - [ASR Online Filing](#) - [Application Search](#) - [Registration Search](#)**About ASR**[Privacy Statement](#) - [About ASR](#) - [ASR Home](#)**Registration Search**By Registration Number

EXHIBIT "A-2"
PROPERTY LEGAL DESCRIPTION

**LEASE OF TOWER SPACE IN
THE CITY OF EDINBURG, TEXAS**

4
SW

101654
WARRANTY DEED

OFFICIAL RECORDS

THE STATE OF TEXAS *
*
COUNTY OF HIDALGO *

KNOW ALL MEN BY THESE PRESENTS:

Correct as per
Andena Structuring
Registration

That WE, WILLIAM E. CHEATHAM and wife, JULIA CHEATHAM, of the County of Pima and State of Arizona for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged,

has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto

O. E. INVESTMENTS, INC.

of the County of Hidalgo and State of Texas, all of the following described real property in Hidalgo County, Texas, to-wit:

The South 11.72 acres of the North 31.72 acres of the combined Lot Eleven (11), Block Four (4) and all of Block Two (2), M and N Subdivision, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 8, Page 20, Map Records, Hidalgo County, Texas, together with the existing fruit crop now growing on the above described property.

SUBJECT TO THE FOLLOWING:

- (1) Reservation of all oil, gas and other minerals, except as to 1/8 of 1/8, non-participating royalty interest contained in deeds dated May 20, 1961, recorded in Volume 1008, Page 92, and dated May 5, 1966, recorded in Volume 1144, Page 879, Deed Records, Hidalgo County, Texas.
- (2) Easement for RIGHT OF WAY granted to J. ARTHUR DAVIS, as set forth in instrument recorded in Volume 839, Page 237, Deed Records, Hidalgo County, Texas.
- (3) Easement for RIGHT OF WAY granted to SHARVLAND TUMER SUPPLY CORPORATION, as set forth in instrument recorded in Volume 1639, Page 236, Deed Records, Hidalgo County, Texas.
- (4) Easement for RIGHT OF WAY granted to MUSIC VALLEY ELECTRIC COOPERATIVE, INC., a Texas Corporation, as set forth in instrument recorded in Volume 1799, Page 285, Deed Records, Hidalgo County, Texas.
- (5) Easements, Rules, Regulations and Rights in favor of Hidalgo County Irrigation District No. 1.
- (6) Easements and reservations as may appear upon the recorded map and dedication of said subdivision.
- (7) Taxes for the year 1986 and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said grantee, its successors and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee, its successors and assigns, against every person whatsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 1st day of August, 1986.

William E. Cheatham
WILLIAM E. CHEATHAM

Julia A. Cheatham
JULIA A. CHEATHAM

EXHIBIT
3362

Property legal description

A 13.20 acre ~~tract of land~~, more or less, out of a 21.72 acre tract out of the combined Lot Eleven (11), Block Four (4) and all of Block Two (2), M and M Subdivision, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 8, Page 20, Map Records, Hidalgo County, Texas, reference to which is here made for all purposes, said tract being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a point on the East line of Block 2, for the Northeast corner of the following described tract of land, said point being in Rooth Road and located South 9 degrees 01 minute West, 324.97 feet from the Northeast corner of Block 2;

THENCE, with the East line of Block 2, in Rooth Road, South 9 degrees 01 minute West 626.78 feet to the Southeast corner of the 21.72 acre tract, for the Southeast corner hereof;

THENCE, with the South line of the 21.72 acre tract, North 80 degrees, 12 minutes West, at 20.0 feet pass the West line of Rooth Road, at 45.0 feet pass an iron pipe on the West line of Magic Valley Electric Cooperative easement and at 917.6 feet an iron pipe, for the Southwest corner hereof;

THENCE, parallel to the East line of Block 2, North 9 degrees 01 minute East, 626.78 feet to an iron pipe on the North line of the 21.72 acre tract, for the Northwest corner hereof;

THENCE, with the North line of the 21.72 acre tract, South 80 degrees 13 minutes East, at 872.6 feet pass an iron pipe on the West line of Magic Valley Electric Cooperative easement, at 897.6 feet pass the West line of Rooth Road and at 917.6 feet the PLACE OF BEGINNING, containing 13.20 acres of land, more or less, of which the East 20.0 feet, comprising 0.30 acre, lies in Rooth Road right of way.

Reservations From and Exceptions to Conveyance and Warranty:

- a. Zoning and building ordinances in favor of the City of McAllen;
- b. Statutory rights, rules, regulations, easements and liens in favor of Hidalgo County Irrigation District No. 1, pursuant to applicable sections of the Texas Water Code;
- c. Easements and reservations as shown according to the map or plat thereof recorded in Volume 8, Page 20, Map Records, Hidalgo County, Texas;
- d. Easements, or claims of easements, which are not recorded in the public records;
- e. Right of way easement granted to J. Arthur Davis, recorded in Volume 834, Page 237, being Document No. 14933, Deed Records, Hidalgo County, Texas;
- f. Right of Way easement granted to Sharyland Water Supply Corporation,

recorded in Volume 1639, Page 236, being Document No. 28806, Deed Records, Hidalgo County, Texas;

g. Right of way easement granted to Sharyland Water Supply Corporation, recorded in Volume 1641, Page 57, being Document No. 30348, Deed Records, Hidalgo County, Texas;

h. Easement and right of way granted to Magic Valley Electric Cooperative, In., a Texas Corporation, recorded in Volume 1795, Page 823, being Document No. 28503, Deed Records, Hidalgo County, Texas;

i. Easement and right of way granted to Magic Valley Electric Cooperative Inc., a Texas Corporation, recorded in Volume 1799, Page 285, being Document No. 31477, Deed Records, Hidalgo County, Texas;

j. Agricultural Use Statement dated September 16, 1993, filed September 16, 1993 under Document No. 343922, Official Records, Hidalgo County, Texas, executed by Paula K. Strait for O. E. Investments, Inc;

k. Memorandum of Lease Agreement made and entered into on September 20, 1996 by and between O. E. Investments, Inc. d/b/a McAllen Tower Company, as landlord and Sprint Spectrum L.P., as tenant, said Memorandum of Lease being filed on May 6, 1997, under Document No. 596505, Official Records, Hidalgo County, Texas;

l. Taxes for the year 1999 and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership, all of which taxes Grantee, by acceptance of this deed, assumes and agrees to pay.

For Grantor and Grantor's successors and assigns, in common with Grantee and Grantee's successors, a reservation of the free, uninterrupted, and perpetual use of an easement over the passageway described in this paragraph and located on the property. This easement is to be twenty (20) feet in width, the center line of which shall be the existing telephone and electrical cable leading from Rooth Road to that certain 8.52 tract owned by Grantor herein and located west of the Property herein conveyed and on which is located a microwave tower. The said 8.52 acre tract shall be the dominant estate. The purpose of the easement is to provide ingress and egress, and for the purpose of installing and maintaining electrical, telephone, and communications service, to the dominant estate from Rooth Road.

By acceptance of this deed, Grantee covenants not to undertake any improvement or change in the Property herein conveyed that will impede the natural water flow from the 8.52 acre tract west of the property herein conveyed and owned by Grantor.

Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and

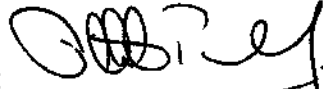
assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

O.E. INVESTMENTS, INC.

BY:



Othal E. Brand, Jr.
President

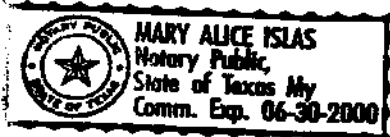
ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF HIDALGO

This instrument was acknowledged before me on November 22, 1999, by Othal E. Brand, Jr., President of O.E. INVESTMENTS, INC., a Texas corporation, on behalf of said corporation.





Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
David J. Guerrero
Meyer & Guerrero, L.L.P.
308 North 15th Street
McAllen, Texas 78501

AFTER RECORDING RETURN TO:
David J. Guerrero
Meyer & Guerrero, L.L.P.
308 North 15th Street
McAllen, Texas 78501

November 21, 1997

13.20 ACRES OF LAND OUT OF A 21.72 ACRE TRACT OUT OF LOT 11, BLOCK 4 AND BLOCK 2, M & M SUBDIVISION, AS RECORDED IN VOLUME 8, PAGE 20, MAP RECORDS, HIDALGO COUNTY, TEXAS.

BEGINNING at a point on the East line of Block 2, for the Northeast corner of the following described tract of land; said point being in Rooth Road and located South 9 Deg. 01 Min. West, 324.97 feet from the Northeast corner of Block 2;

THENCE, with the East line of Block 2, in Rooth Road, South 9 Deg. 01 Min. West, 626.78 feet to the Southeast corner of the 21.72 acre tract, for the Southeast corner hereof;

THENCE, with the South line of the 21.72 acre tract, North 80 Deg. 13 Min. West, at 200.0 feet pass the West line of Rooth Road, at 45.0 feet pass an iron pipe on the West line of Magic Valley Electric Co-Op. easement and at 917.6 feet an iron pipe, for the Southwest corner hereof;

THENCE, parallel to the East line of Block 2, North 9 Deg. 01 Min. East, 626.78 feet to an iron pipe on the North line of the 21.72 acre tract, for the Northwest corner hereof;

THENCE, with the North line of the 21.72 acre tract, South 80 Deg. 13 Min. East, at 872.6 feet pass an iron pipe on the West line of Magic Valley Electric Co-Op. easement, at 897.6 feet pass the West line of Rooth Road and at 917.6 feet the PLACE OF BEGINNING. Containing 13.20 acres, more or less, of which the East 20.0 feet, comprising 0.30 acre, lies in Rooth Road right-of-way.

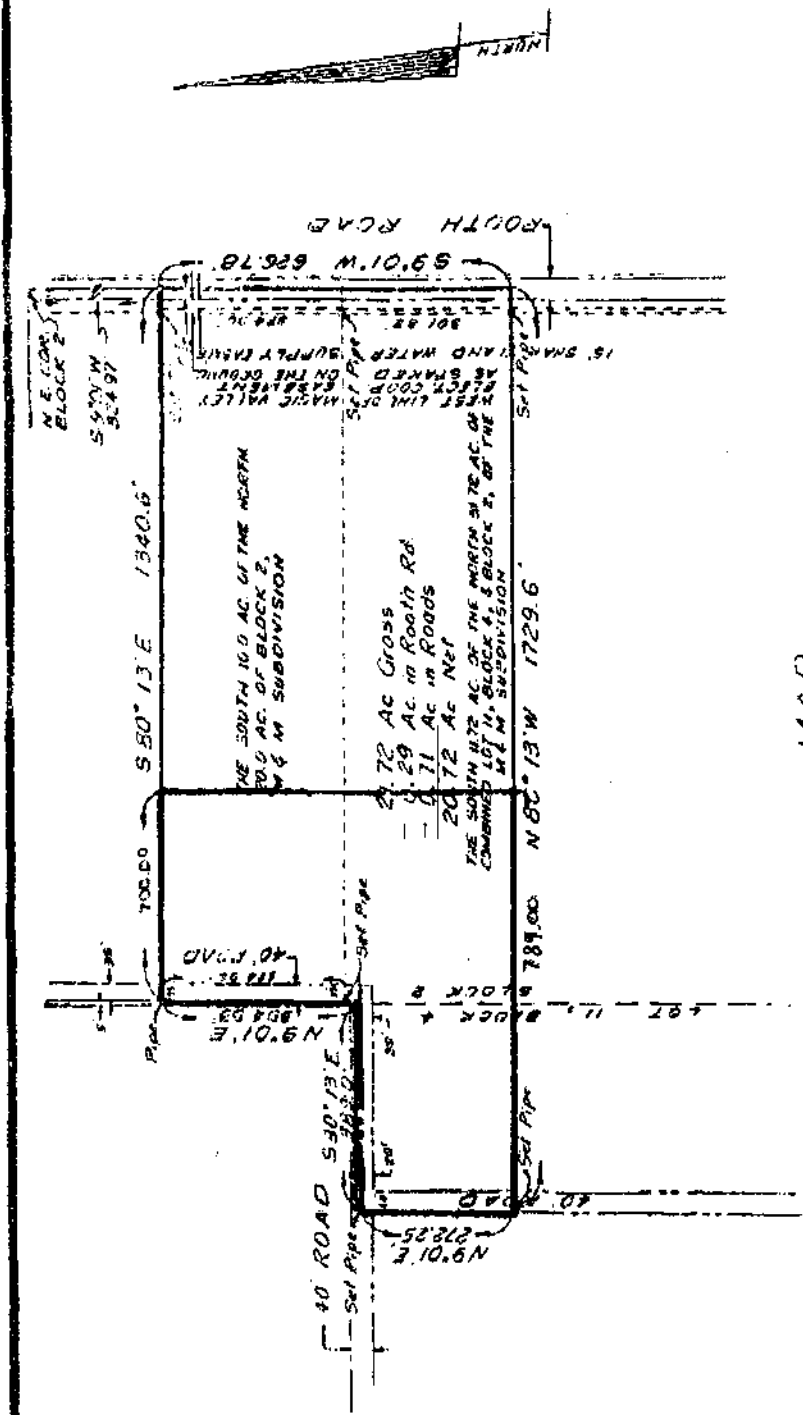
FABIAN NELSON & MEDINA, INC.



By P.C. MEDINA

Registered Professional Land Surveyor





MAP OF
2172 ACRES OF LAND
OUT OF LOT II, BLOCK 4 & BLOCK 2,
M & M SUBDIVISION,
TEXAS-MEXICAN RAILWAY CO'S SURVEY,
HIDALGO COUNTY, TEXAS

L. FLORES C. MEDINA, A REGISTERED PUBLIC SURVEYOR, DO HEREBY CERTIFY THIS FOREGOING MAP TO BE A TRUE AND CORRECT REPRESENTATION OF SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

[Signature]
FLORIAN C. MEDINA
REGISTERED PUBLIC SURVEYOR
MCALLEN, TEXAS

PREPARED BY
FABIAN NELSON & MEDINA, INC.
MCALLEN, TEXAS

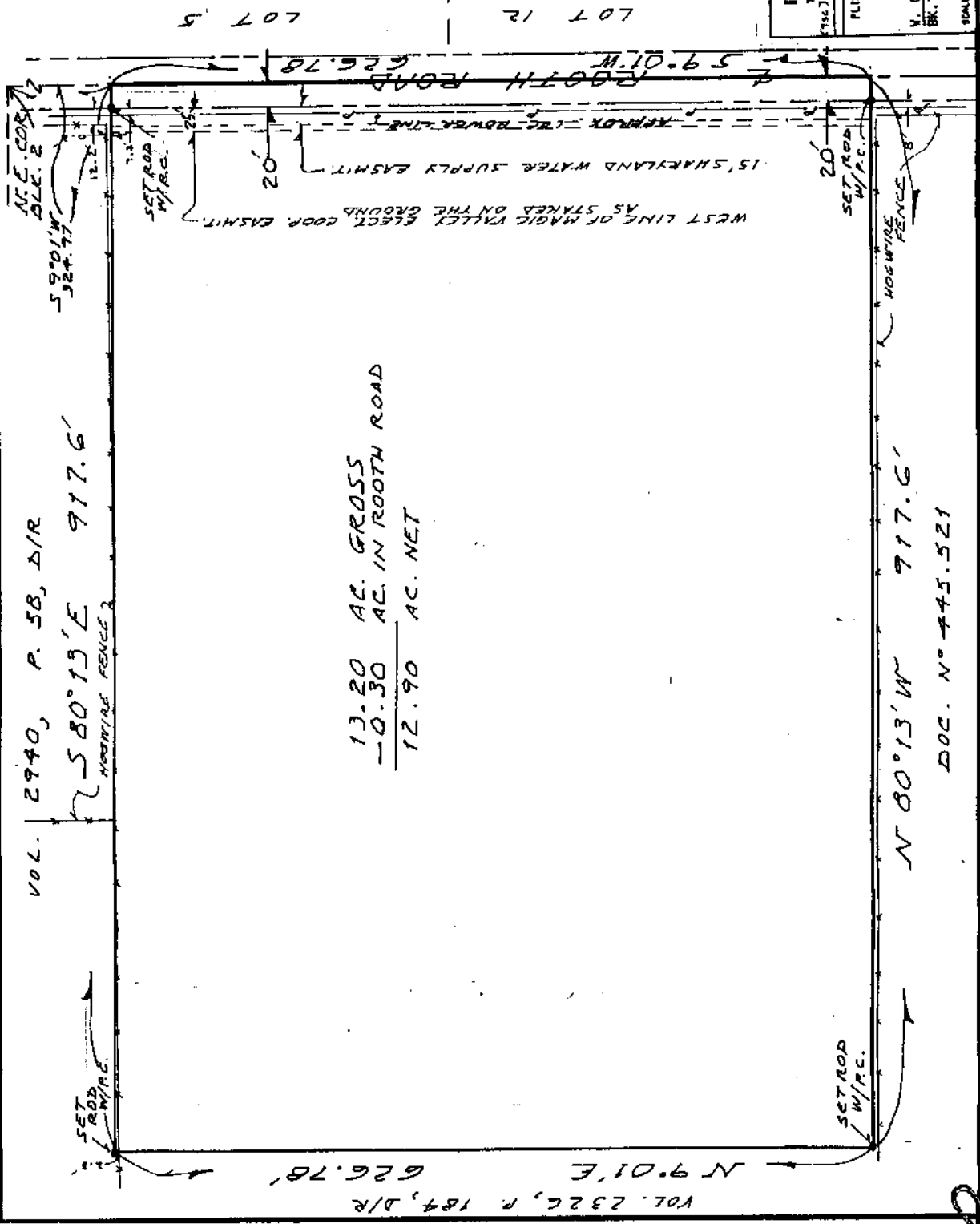
C. L. FABIAN P. C. MEDINA
REGISTERED PUBLIC SURVEYORS
M.C. No. 27892 P. 338
MCALLEN, TEXAS
SCALE 3/32" = 1' DATE 7-24-85

I, PLINIO C. MEDINA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING MAP TO BE A REPRESENTATION OF SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THIS PROPERTY FALLS IN ZONE "C" OF THE FLOOD INSURANCE RATE MAP.

Plinio C. Medina
 PLINIO C. MEDINA
 REGISTERED PROFESSIONAL LAND SURVEYOR
 McALLEN, TEXAS

MAP
 OF
 13.20 AC. TRACT OF LAND
 OUT OF BLK. 2,
 M & M SUB. D.
 OF SECTION 23,
 TEXAS - MEXICO,
 RAILWAY CO'S SURVEYS
 HIDALGO COUNTY TEXAS
 P.O. 8, P. 28, 2818

PREPARED BY
FABIAN, NELSON & MEDINA, INC.
 TEL. 328 N. 15th ST.
 P.O. BOX 3411 McALLEN, TEXAS 78501 (210) 482-3416 FAX
 PLINIO C. MEDINA, MICHAEL FABIAN
 REGISTERED PROFESSIONAL
 LAND SURVEYORS
 V. O. # 43950
 BK. TEX-MEX PG. 635
 SCALE: 1" = 100' DATE: 10/8/99
 PLINIO C. MEDINA
 1580



VOL. 2940, P. 58, A/R
 N 80° 13' E 917.6'
 HOODWIRE FENCE

13.20 AC. GROSS
 - 0.30 AC. IN ROOTH ROAD
 12.90 AC. NET

N 80° 13' W 917.6'
 DOC. N° 445.521

SET ROD W/P.C.

VOL. 232C, P. 184, D/R
 N 9° 01' E 626.78'

SET ROD W/P.C.

SECTION 23C
 SECTION 23B
 LOT 12
 LOT 5



TEXAS - MEXICAN RAILWAY SURVEYS

Equipment to be installed at tower site:

Hidalgo County Sheriff's Department will install the following antennas, lines, and transmitters:

- UHF Antenna @ 480 feet
- VHF Antenna @ 480 feet
- 1 VHF Antenna @ 400 feet
- 1 VHF Antenna @ 200 feet

All cables will be 7/8 inch helix screwed to tower with tie wire and be grounded at both top and bottom. The Hidalgo County Sheriff's Department will install 3 VHF transmitters and one UHF transmitter at site.

Two Macom transmitter's serial numbers 98775246 and 98775247
Two V.H.F. Duplexors serial numbers 311-6142-A and 55412-A
One transmit antenna combiner
One Motorola MSR-2000 serial number 482CRG0227
One data radio transmitter serial number 12343

Premises:

Tower Space(s) at the elevation of 480, 480, 400, 275 feet on 480' transmission tower located at Latitude 26degrees 20minutes and 26 seconds, and Longitude 98degrees 13minutes and 58seconds, together with the nonexclusive right to the use of the tower structure for transmission cables and or wave guides and for access to lessee's antenna. Approximately 20-square feet (20-square feet representing four (4) transmitter boxes) of equipment shelter space to house Lessee's transmission, reception and rebroadcast equipment in and around the equipment building located on the property.

Frequencies:

-TX155.625 -TX155.730 -TX155.370 -TX453.100
RX154.770 RX154.815 RX154.950 RX458.100
RX155.370

OE Investments acknowledges that the awarded bidder shall adhere to the following insurance requirements: Property insurance shall provide that any proceeds for loss or damage to building or to improvements shall be payable solely to Lessor, which sum shall be used by Lessor for repair and restoration purposes. Certificates of insurance shall be submitted to Hidalgo County for approval prior to rental services being performed by Lessor hereunder. Bidder shall maintain liability insurance on the building

as described and listed in: Insurance Requirements: See exhibit "C" attached. Plus also insure building for fire, accident and natural disaster; the award of the bid will be evidenced by a written lease agreement in a form acceptable to Hidalgo County.

Term: The term of the lease contract will be for a period of One (1) year. Hidalgo County may in it's sole discretion elect the option to extend the contract for Nine (9) additional One (1) year terms.

EXHIBIT "B"
VENDOR'S BID

Bid
For

HIDALGO COUNTY SHERIFF'S OFFICE
"LEASE OF TOWER SPACE"
BID NO.: 2011-026-01-12-ERT

Original

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 – New Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

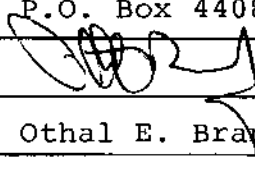
Bidder: O.E. Investments, Ltd.
Address: P.O. Box 4408, McAllen, TX 78502
By: 
Printed Name: Othal E. Brand, Jr.
Title: President & CEO

EXHIBIT "B"
BID PAGE

HIDALGO COUNTY SHERIFF'S OFFICE
"LEASE OF TOWER SPACE"

BID No: 2011-026-01-12-ERT

Bid Opening Date: JANUARY 12, 2011 at 9:30 AM

Note: Vendor must provide bid on initial term including all renewal terms.

Initial 1 year term:	
<u>Description</u>	<u>Bid Amount</u>
Total cost per month	\$2,200.00
Total cost for 1 st term of 1 year (12 months)	\$26,400.00
Below are the Renewal Options – nine (9) one (1) year terms	
2nd 1 year term:	
<u>Description</u>	<u>Bid Amount</u>
Total cost per month	\$2,310.00
Total cost for 2 nd term of 1 year (12 months)	\$27,720.00
3rd 1 year term:	
<u>Description</u>	<u>Bid Amount</u>
Total cost per month	\$2,425.50
Total cost for 3 rd term of 1 year (12 months)	\$29,106.00
4th 1 year term:	
<u>Description</u>	<u>Bid Amount</u>

Total cost per month	\$2,546.78
Total cost for 4 th term of 1 year (12 months)	\$30,561.30
5th 1 year term:	
<u>Description</u>	<u>Bid Amount</u>
Total cost per month	\$2,674.11
Total cost for 5 th term of 1 year (12 months)	\$32,089.37
6th 1 year term:	
<u>Description</u>	<u>Bid Amount</u>
Total cost per month	\$2,807.82
Total cost for 6 th term of 1 year (12 months)	\$33,693.84
7th 1 year term:	
<u>Description</u>	<u>Bid Amount</u>
Total cost per month	\$2,948.21
Total cost for 7 th term of 1 year (12 months)	\$35,378.53
8th 1 year term:	
<u>Description</u>	<u>Bid Amount</u>
Total cost per month	\$3,095.62
Total cost for 8 th term of 1 year (12 months)	\$37,147.46
9th 1 year term:	

<u>Description</u>	<u>Bid Amount</u>
Total cost per month	\$3,250.40
Total cost for 9 th term of 1 year (12 months)	\$39,004.83
10th 1 year term:	
<u>Description</u>	<u>Bid Amount</u>
Total cost per month	\$3,412.92
Total cost for 10 th term of 1 year (12 months)	\$40,955.07
Grand Total	
<u>Description</u>	<u>Bid Amount</u>
Total Cost for 10 years (120 months)	\$332,056.40
FCC Antenna Site Registration #	1062608

9:40
1-12-2010

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME: O.E. Investments, Ltd. *ga*

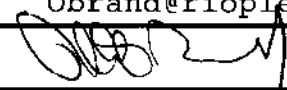
ADDRESS: P.O. Box 4408, McAllen, TX 78502

CITY/STATE/ZIP CODE: McAllen, TX 78502

PHONE & FAX NO'S: (956) 793-0103, FAX: (956) 631-2334

CELLULAR NO: (956) 793-0103

E-MAIL ADDRESS: Obrand@rioplexwireless.com


AUTHORIZED SIGNATURE: 

PRINTED NAME: Othal E. Brand, Jr.

TITLE President & CEO

Mr. Trevino,

I confirm the way you calculated is
True and correct as stated in your
February 03, 2011 e-mail.


Othel Beaulieu Jr.

Eric Trevino

From: Eric Trevino [eric.trevino@co.hidalgo.tx.us]
Sent: Friday, February 04, 2011 2:17 PM
To: 'leticia.saenz@co.hidalgo.tx.us'
Subject: FW: Bid HC Sheriff's Office - Lease of Tower Space
Attachments: img-114105515-0001.pdf; cert of insurance.pdf

Letty,

This is the emails I have been sending to the vendor. Vendor just needs to confirm that he meant to put these numbers below on the bid page. Vendor charged us 8 pennies more that what he meant on the GRAND TOTAL. Also, vendor needs to update workers comp and to add the clause to the description that says COUNTY SHALL BE ADDITIONALLY INSURED..... THAT'S IT.

-----Original Message-----

From: Eric Trevino [mailto:eric.trevino@co.hidalgo.tx.us]
Sent: Thursday, February 03, 2011 1:37 PM
To: 'eddie@ez4congress.com'
Cc: 'ezamora@rioplexwireless.com'; 'obrand@rioplexwireless.com'
Subject: FW: Bid HC Sheriff's Office - Lease of Tower Space

Hello,

1. As of right now you have been recommended by the Hidalgo County Sheriff's Office.

2. Attached is your bid page,

All we can change is the calculated amounts (when multiplied by 12 months) not the actual amount that you mentioned for each month. All I would need from you is to CONFIRM that the figures below are correct. This would give us a grand total of \$332,056.32 for 10 years. Please email me confirming these amounts as soon as possible in order to proceed.

Year 1: \$26,400.00
Year 2: \$27,720.00
Year 3: \$29,106.00
Year 4: \$30,561.36
Year 5: \$32,089.32
Year 6: \$33,693.84
Year 7: \$35,378.52
Year 8: \$37,147.44
Year 9: \$39,004.80
Year 10: 40,955.04

GRAND TOTAL: \$332,056.32

3. I also need for you to UPDATE the workers comp insurance since it expired on last month (Attached is the insurance form you submitted).

Once I receive this then Hidalgo County can proceed for AWARDING.

Thank you so much Mr. Brand. At this point you are the only vendor who meets the specifications. Thank you so much gentlemen.

-----Original Message-----

From: Eric Trevino [mailto:eric.trevino@co.hidalgo.tx.us]
Sent: Wednesday, January 19, 2011 3:38 PM
To: 'eddie@ez4congress.com'



EXHIBIT "C"
INSURANCE CERTIFICATE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/04/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Shepard Insurance Agency P O Box 4288 5801 N 10th #300 McAllen, TX 78502	CONTACT NAME: PHONE (A/C, No, Ext): 956.686.3888 FAX (A/C, No): 956.682.5650 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: right; border: none;">NAIC #</td> </tr> <tr> <td style="border: none;">INSURER A: Essex Ins Co</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER B: Texas Mutual Insurance Company</td> <td style="border: none; text-align: right;">0060</td> </tr> <tr> <td style="border: none;">INSURER C:</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER D:</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E:</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F:</td> <td style="border: none;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Essex Ins Co		INSURER B: Texas Mutual Insurance Company	0060	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Essex Ins Co															
INSURER B: Texas Mutual Insurance Company	0060														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED O. E. Investments, Ltd. P.O. Box 4408 McAllen, TX 78502															

COVERAGES CERTIFICATE NUMBER: Master 2010-2012 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			CL420912456	01/18/2011	01/18/2012	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Excluded \$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A	TSF0001208277	01/28/2011	01/28/2012
							WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Tower Located at: FM 1925 & Rooth Rd. Edinburg, Texas 78539
 Additional insured in favor of certificate holder as pertains to General Liability & Business Auto
 30 Day notice of cancellation as pertains to Workers Compensation Policy

CERTIFICATE HOLDER Hidalgo County 2812 S. Bus. 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 Kent Shepard
---	--

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

AMENDMENT No. 1 to
SERVICE CONTRACT
C-11-026-03-21

This **AMENDMENT** to the **CONTRACT** between **O. E. Investments, Inc.**, (the “Lessor”) and **HIDALGO COUNTY** (the “Lessee”), effective the **17th** day of **May, 2011**, is made between the Lessor and the Lessee, (the “Amendment”), as follows:

WHEREAS, Lessor and Lessee entered into a Contract dated **March 21, 2011**, with the “initial lease term” commencing, March 1, 2011, expiring February 29, 2012, in which the Lessor agreed to lease: “**Lease of a Tower Space**” for the **Hidalgo County Sheriff’s Office**” (the “Lease”);

WHEREAS, the parties desire to amend the Contract as hereinafter provided.

NOW THEREFORE, for and in consideration of this mutually agreed Amendment to the Lease, Lessor and Lessee hereby agree to the following Amendment to the Lease Agreement:

1. Article 4 (Utilities), in the Contract is hereby deleted in its entirety and replaced with the following in lieu thereof:

Article 4 - Utilities – Lessor shall pay or cause to be paid all charges for electricity used on the Property throughout the term of this lease.

2. Article 7.03 (Addition of New and Replacement Equipment) in the Contract is hereby deleted in its entirety and replaced with the following in lieu thereof:

Article 7.03 - Addition of New and Replacement Equipment. In accordance with provision 7.02 of this Lease Agreement, Lessee shall be allowed to replace existing equipment used on the Property with the prior written consent of Lessor as described in 7.02, without experiencing an increase in monthly rental costs. Should Lessee desire to add new equipment to the Property currently not in place at Lessee’s expense, Lessee shall also seek the prior written consent of Lessor as described in 7.02 and Lessor shall submit a written proposal to Lessee of the additional rental costs associated with the new equipment. If the parties reach an agreement for additional rental costs due to new equipment, then the new equipment may be added.

3. Article 12.02 (Duty Not to Impair Lessee’s Operations) in the Contract is hereby deleted in its entirety and replaced with the following in lieu thereof:

Article 12.02 - Duty Not to Impair Lessee’s Operations. Lessor agrees not to lease or license the use of the Property, or any portion thereof, to any party which will interfere with Lessee’s use of the Property, and Lessor shall require any other lessee’s and licensees’ use and operation of radio or television transmission equipment on the Property to be only utilized in such a manner as not to interfere with the operation of any equipment which Lessee has therefore installed or may thereafter install on the Property.

4. Except as modified herein, all terms and conditions of the Lease, as amended, remain in full force and effect. Lessor and Lessee ratify and confirm the terms and provisions of the Contract as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

**LESSEE
HIDALGO COUNTY**

By: _____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

**LESSOR
O. E. INVESTMENTS, INC.**

By: _____

Othal E. Brand, Jr. _____
Printed Name

Title: President _____

APPROVED AS TO FORM:
Atlas & Hall, LLP

By: _____
Stephen L. Crain, Attorney

Leticia Saenz

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, May 12, 2011 1:20 PM
To: 'Leticia Saenz'
Subject: FW: REVISED Amendment#1-OE Investments-Lease of Tower Space-HCSO-C-11-026-03-21

HIP-HIP, HOOOOORRRAYY!

-----Original Message-----

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Thursday, May 12, 2011 1:13 PM
To: 'Martha Salazar'
Subject: RE: REVISED Amendment#1-OE Investments-Lease of Tower Space-HCSO-C-11-026-03-21

The amendment is fine.

-----Original Message-----

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, May 12, 2011 11:23 AM
To: 'Steve Crain'; 'Marynel Trevino'
Cc: 'Leticia Saenz'
Subject: FW: REVISED Amendment#1-OE Investments-Lease of Tower Space-HCSO-C-11-026-03-21
Importance: High

Mr. Crain:
Modifications made. Please review and comment as to final form.
Thanks,
Marty

-----Original Message-----

From: Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Thursday, May 12, 2011 11:21 AM
To: 'Martha Salazar'
Cc: 'Darlene Betancourt'
Subject: RE: REVISED Amendment#1-OE Investments-Lease of Tower Space-HCSO-C-11-026-03-21
Importance: High

Ms. Marty-

Please forward the revised Amendment#1 to legal for his review and approval.

Please advise.

Thanks.

Leticia H. Saenz, CPPB/Contracts Manager Hidalgo County Purchasing Department
2802 South Business Hwy. 281
Edinburg, Texas 78539
(956) 292-7000 x-4861 fax (956) 318-2629

AI-26573

19.E.1.

**BCAP - Round III - Rescind/Award Next Lowest Bidder - La Suena
Subdivision Precinct No.3
CC REGULAR**

Date: 05/17/2011
Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For: Agapito Vargas
Department: COLONIA ACCESS PROGRAM
Agenda Category: Purchasing Department **Sub-category:** CAP Pct.3

Information

CAPTION

a. Recommendation by project engineer, Javier Hinojosa Engineering for action to rescind bid awarded to SDM Partners on 02-22-11 for the BCAP project listed/detailed below for failure by vendor, SDM Partners to obtain and provide required bonds for the following:

1. C-CAP-10-379-02-22 Road & Drainage Construction for La Suena Subdivision.

b. Recommendation by project engineer, Javier Hinojosa Engineering for CC to award bids on the project listed in caption item above to the next lowest bidders meeting all specification for the listed BCAP projects.

1. Asago, LLC DBA Asago Construction \$299,000.00 C-CAP-10-379-02-22 Road & Drainage Construction - La Suena Subdivision

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1312-431-00-123-397-0-731

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

BUDGETARY IMPACT:

Available funds as of 05/12/2011 is \$183,468.08.

FISCAL YEAR: 2011 **ACCT. #:** 1-1312-431-00-123-397-0-733

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

BUDGETARY IMPACT:

Available funds as of 5/11/11 is \$124,820.00.

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-123-397-0-731

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

BUDGETARY IMPACT:

Available funds pending approval of transfer Agenda Item #26588 (05/17/2011) is \$555.92.

Attachments

Link: [Recommendation letter - engineer - 2nd low bidder](#)

Link: [AI Request 26573 La Suena Subdivision](#)

Link: [Cost Breakdown 2nd Low Bidder La Suena Subdivision](#)

Link: [TXDOT Letter](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/10/2011 04:20 PM	APRV
2	Budget & Management	Erika Zamora	05/11/2011 08:23 AM	APRV
3	Perla Lopez	Perla Lopez	05/11/2011 04:03 PM	APRV
4	Auditor's Office		05/12/2011 05:18 PM	NEW

Form Started By: Marcie Jackson Started On: 05/10/2011 10:21 AM

Final Approval Date: 05/12/2011

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

May 5, 2011

Commissioner Joe M. Flores
Hidalgo County Precinct 3
724 N. Breyfogle
Mission, Texas 78572

**Re: Colonia Access Program Round III
Bid No. CAP-10-379-12-15-YSI
La Sueña Subdivision**

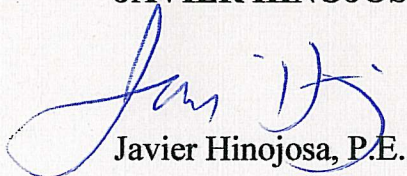
Dear Commissioner Flores,

Bids were received and opened for the Colonia Access Program Bid No. CAP-10-379-12-15-YSI La Sueña Subdivisions on December 15, 2010. A total of nine bids were received with SDM Partners being the low bidder with a total base bid of \$220,050.00. SDM Partners was given ample time to execute and provide payment and performance bonds as detailed in the technical specifications. A final reminder was sent to SDM Partners on Wednesday, April 27, 2011 with the deadline of 5:00 pm on Friday, April 29, 2011. This deadline was not met. We are recommending award of this contract to the second low bidder being Asago, LLC in the amount of \$299,000.00. Attached is a copy of the bid tabulation for your review. This project involves the reconstruction of Buena Vista Avenue, Rabbit Run Avenue and Dakota Street within La Sueña Subdivision. Asago, LLC is a reputable firm who has constructed several projects within Hidalgo County. We recommend award of the contract to Asago, LLC in the amount of \$299,000.00.

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

marcie.jackson

From: Agapito Vargas [agapito.vargas@co.hidalgo.tx.us]
Sent: Tuesday, May 10, 2011 11:11 AM
To: 'Yvette Islas'
Cc: 'Norma Ceballos '; 'Mona'; 'marcie.jackson'; valde.guerra@co.hidalgo.tx.us; 'Martha Salazar'
Subject: Agenda Item BCAP Precint 3
Attachments: ltr recommendation engineer la suena 2nd low bidder 05062011.pdf; ltr txdot concurrence 2nd low bid award la suena 05092011.pdf

Yvette, please place the following agenda item on Commissioner's Court for Tuesday 17th May 2011. The agenda item is for the rescindment of construction contract for La Suena Subdivision. The low bid award was approved on 22nd February 2011 to SDM Partners. The potential contractor was unable to produce Performance and Payment documents within the ample time (63) days.

Second item is to approve the low bid award to the second low bidder which is Asago Construction. Prices will be held as it is within the 90 day period from the time of the bid opening.

Attached is the letter of recommendation from the project engineer and TXDOT concurrence letter.

Thanks,

Agapito Vargas, Executive Director

Hidalgo County Border Colonias Access Program

301 East State

Pharr, TX 78577

Office Tel: 956/787-1891

Fax: 956/787-4683

Cell: 956/460-6364

email: agapito.vargas@co.hidalgo.tx.us

email smart phone: canics49@gmail.com

 Please refrain from printing this email unless completely necessary. Go Green!

La Suena Subdivision
CSJ: 3C1080397
Cost Breakdown
Precinct 3

Item No.	Bid Item No.	Item Description	Quantity	Unit	Unit Price	Amount Bid
ROADWAY						
1	100	Preparing ROW	28.19	STA	\$500.00	\$14,095.00
2	247	8" Flex Base (Compl in place)(TY D Gr6 CL4)	8770	CY	\$7.50	\$65,775.00
3	251	Reworking Base Material (DC) (TY D CLII)	8770	SY	\$3.00	\$26,310.00
4	310	Prime Coat (MC-30)	1754	GAL	\$7.00	\$12,278.00
5	340	Asph Conc ACP Surface (TY "D") (1.5")	7517	SY	\$8.00	\$60,136.00
6	502	Barricades, Signs and Traffic Handling	4	LS	\$200.00	\$800.00
7	530	Turnouts (Asphalt, Concrete, Pavement) (PB-1)	90	SY	\$25.00	\$2,250.00
8	5249	Temp Sedmt Cont Fence	1150	LF	\$0.80	\$920.00
9	5249	Temp Sedmt Cont Fence (Remove)	1150	LF	\$0.40	\$460.00
10		Relocate Mail Boxes	1	LS	\$ 1,000.00	\$1,000.00
SubTotal Base Bid						\$184,024.00

DRAINAGE						
	530	Driveways (Asphalt, Concrete, Pavement)	997	SY	\$20.00	\$19,940.00
	530	Driveways (Concrete)	1364	SY	\$24.00	\$32,736.00
	556	15" ADS Corrugate Pipe	2200	LF	\$24.00	\$52,800.00
	556	18" RCP Culvert Pipe	140	LF	\$25.00	\$3,500.00
	556	Safety End Treatment	4	EA	\$1,500.00	\$6,000.00
SubTotal Drainage						\$114,976.00
GrandTotal Roadwork Base Bid and Drainage						\$299,000.00

Project Length: (LF)	2460
Cost Per Linear Feet @ \$500K/mile:	\$ 94.70
Tot. Proj. Allowable (Cost per LF @\$500K/mi X Proj. Lngth):	\$ 232,962.00
Roadwork Allocation (Eng, Road Const and Contingency):	\$ 231,579.36
Allowed Increase:	\$ 1,382.64

Amt Inc. \$ 57,894.84

Road Construction Allocation:	\$ 161,208.41
Transfer In Drainage & Indirect Cost La Suena:	\$ 4,000.00 **
Contingency Transfer In:	\$ 18,259.67
Total Allocation, 25% Transfer and Contingency Transfer	\$ 183,468.08
Low Base Bid Roadwork	\$184,024.00
Overrun/Underrun	(\$555.92) *

* Amount to be covered with Precinct 3 Road and Bridge Acct.

** 2800 indirect cost and 1200 drainage

Drainage Allocation:	\$ 126,020.00
Transfer In: Other Projects	
Total Allocation and Transfer	\$126,020.00
Drainage Cost:	\$114,976.00
Overrun/Underrun	\$11,044.00



Texas Department of Transportation

PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

May 9, 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 La Suena Subdivision (3C1080397) to the second low bidder, Asago Construction, for a bid of \$299,000.00

TxDOT acknowledges that the low bidder, SDM Partners, was unable to acquire performance and payment bonds, requiring the County to rescind its award of this contract to SDM.

My records indicate that the bid amounts for this project are less than amounts remaining:

Project	Amount Remaining 05/09/11			Bid Amount		
	Drainage	Roadway	Total	Drainage	Roadway	Total
La Suena	\$126,020.00	\$205,723.32	\$331,743.32	\$114,976.00	\$184,024.00	\$299,000.00

Please let me know if you have questions.

Sincerely,

Sharon Slagle
Pharr District Colonia Program Manager

THE TEXAS PLAN

REDUCE CONGESTION • ENHANCE SAFETY • EXPAND ECONOMIC OPPORTUNITY • IMPROVE AIR QUALITY
PRESERVE THE VALUE OF TRANSPORTATION ASSETS

An Equal Opportunity Employer

AI-26442

19.F.1.

**BCAP - Millennium Engineers Group, Inc. Invoice Claims - Morningside Estates Subdivision Precinct No.4
CC REGULAR**

Date: 05/17/2011
Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For: Agapito Vargas
Department: COLONIA ACCESS PROGRAM
Agenda Category: Purchasing Department **Sub-category:** CAP Pct.4

Information

CAPTION

Acceptance and approval of claims from Millennium Engineers Group, Inc. in the amount of \$934.90 for material testing on Pct.#4 Morningside Estates.

BACKGROUND

Contract expired and did not have an extension. New contract was awarded (contract requires a work authorization) no work authorization was completed.

Fiscal Impact

FISCAL YEAR: 1 **ACCT. #:** 1-1311-431-00-124-482-0-339
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 5-12-11 \$934.90
Direct Payment Ref. P.O.# 563048

Attachments

Link: [Invoices - Morningside Estates Subdivision](#)
Link: [letter MEG](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	05/11/2011 08:39 AM	APRV
2	Purchasing Department	Marty Salazar	05/11/2011 11:56 AM	APRV
3	Budget & Management	Erika Zamora	05/11/2011 01:30 PM	APRV
4	Manuel Chapa	Manuel Chapa	05/12/2011 09:40 AM	APRV
5	Auditor's Office	Monica Badillo	05/12/2011 05:18 PM	APRV

Form Started By: Marcie Jackson Started On: 04/29/2011 08:55 AM

Final Approval Date: 05/12/2011



Invoice

Date	Invoice #
11/12/2007	07M108-6

Millennium Engineers Group, Inc.
 PO Box 4569
 Edinburg, Texas 78540-4569

Bill To
Hidalgo County Precinct No. 4 - BCAP Commissioner Oscar L. Garza, Jr. 1051 N. Doolittle Rd. Edinburg, Texas 78542

CCAP 07-108-02-13

2/13/07-6/31/08

Terms	Due Date	MEG Project
	12/12/2007	07M108-Morningside Estates PO#563048

Description	Qty	Rate	Amount
Moisture Content (Small)	10	6.75	67.50
Vehicle Trip Charge(Per Mile)	14	0.38	5.32
Clerical/Administrative	1	40.00	40.00
Principal Engineer	1	90.00	90.00
Engr. Technician	4	38.67	154.68

DIRECT PAYMENT REF. P.O.#563048
CLAIMS AI-26442 5/10/11
 1-1311-431-00-124-482-0-339 → **\$357.50**

We thank you for your prompt payment. Please remit to the above address.	Total \$357.50
--	-----------------------

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Payments/Credits	\$0.00
Balance Due	\$357.50

General Service Order Report

Project Description: Morning Side Estates (Sunrise St.) **M.E.G. Report Number:** 07M108-6-1 Revised
Client: Hidalgo County Precinct No. 4 **Date of Service:** 10-12-07
Engineer: J.E. Saenz & Associates **Date of Report:** 10-18-07
Architect: N/A
Contractor: S & G Paving

Work / Service Performed: A technician was dispatched to Morningside Subdivision to perform two (2) Borings on Sunny Side Drive. Boring B1 was done Approx at 50' N. of Wisconsin Rd. and B-2 at the cul de sac. Samples and blow Counts were taken at 1', 2.5', 5', 7.5', and 10'. Results are as follows:

B-1

Depth	Material Description	Moisture Content	Blow Count
1'	Dark Brown Sandy Clay	15%	11
2.5'	Brown Sandy Clay	20%	9
5'	Light Brown Silty Clay	23%	6
7.5'	Light Brown Silty Clay	23%	5
10'	Tan Silty Clay	21%	5

B-1 Cave in at 8.5' , No Water

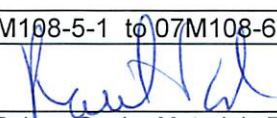
B-2

Depth	Material Description	Moisture Content	Blow Count
1'	Dark Brown Sandy Clay	13%	11
2.5'	Brown Sandy Clay	21%	9
5'	Brown Silty Clay	23%	6
7.5'	Light Brown Silty Clay	23%	5
10'	Tan Silty Clay	21%	5

B-2 Cave in at 8.5', Water Table at 7.5

We recommend the addition of roadbond EN-1 to 6" of subgrade in order to stabilize existing soil conditions.

10-31-07 Revision was made to correct the report number from 07M108-5-1 to 07M108-6-1


Raul Palma, Senior Materials Engineer



Invoice

Date	Invoice #
11/28/2007	07M108-9

Millennium Engineers Group, Inc.
 PO Box 4569
 Edinburg, Texas 78540-4569

Bill To
Hidalgo County Precinct No. 4 - BCAP Commissioner Oscar L. Garza, Jr. 1051 N. Doolittle Rd. Edinburg, Texas 78542

C.CAP. 07-008-02-13 2/13/07-6/31/08

DIRECT PAYMENT REF. P.O.#563048
CLAIMS AI-26442 5/10/11
 1-1311-431-00-124-482-0-339 → \$96.00

Terms	Due Date	MEG Project
	12/28/2007	07M108-Morningside Estates PO#563048

Description	Qty	Rate	Amount
Concrete Specimen (Compression) <i>Compressive strength of cyl specimen</i>	3	12.00	36.00
Clerical/Administrative	1	40.00	40.00
Engr. Technician (Concrete)	0.5	40.00	20.00

INVOICE RECEIVED BY:
Marcie Jackson ON *1/26/10*
 GOODS/SERVICES RECEIVED BY:
Marcie Jackson ON *1/24/10*

We thank you for your prompt payment. Please remit to the above address.	Total \$96.00
--	----------------------

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Payments/Credits	\$0.00
Balance Due	<i>APR</i> \$96.00

CONCRETE COMPRESSIVE STRENGTH TEST REPORT

Project Description: Morningside Estates (Sunrise St.) M.E.G. Report Number: 07M108-9-1
 Client: Hidalgo County Precinct No. 4 Date Cast: 10-18-07
 Engineer: J.E. Saenz & Associates Date Reported: 11-20-07
 Architect: N/A Structure Tested: Sunny Side Drive Curb
 Contractor: S & G Paving

Placement Data

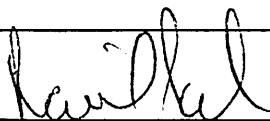
Mix I.D.: 3004 CRM Specified Strength: 3000 P.S.I. @ 28 Days
 Specified Air Content: N/A % Specified Slump: 2
 Weather Conditions: Sunny and warm Air/Ambient Temp.: 88°F
 Supplier: Magic Valley concrete Time Batched: 10:00 a.m. Concrete Temp.: 86°F
 Truck No.: 745 Time Sampled: 11:20 a.m. Air Content: N/A
 Plant Ticket No.: 136784 CY: 10 Slump: 2"
 Placement Location: Sunny Side Dr. 100' S of Wisconsin Rd Water Added:(gal.) 0
East Side Curb

Compressive Strength Data

Identification	Cross-sectional Area (in ²)	Test Date	Age (days)	Max. Load (pounds)	Comp. Strength (psi)	Type of Fracture (a,b,c,d or e)	% of Design
1A	12.57	10-25-07	7	24,454	1945	a	65%
1B	12.57	11-15-07	28	50,599	4025	c	134%
1C	12.57	11-15-07	28	54,150	4308	d	144%
1D	12.57	11-15-07	28	50,287	4001	d	133%

Field testing of fresh concrete and laboratory testing of hardened concrete specimens performed in accordance with applicable ASTM or TxDOT standards as required by the project requirements.

Notes/Comments: _____


 Raul Palma, Senior Materials Engineer



Invoice

Date	Invoice #
11/28/2007	07M108-12

Millennium Engineers Group, Inc.
 PO Box 4569
 Edinburg, Texas 78540-4569

Bill To
Hidalgo County Precinct No. 4 - BCAP Commissioner Oscar L. Garza, Jr. 1051 N. Doolittle Rd. Edinburg, Texas 78542

C-CAP-07-008-02-13

2/13/07-6/31/08

DIRECT PAYMENT REF. P.O.#563048
CLAIMS AI-26442 5/10/11
1-1311-431-00-124-482-0-339 → \$225.70

Terms	Due Date	MEG Project
	12/28/2007	07M108-Morningside Estates PO#563048

Description	Qty	Rate	Amount
Asphalt Density (In-Place, Nuclear)(Rolling Pattern)	3	30.00	90.00
Vehicle Trip Charge(Per Mile)	15	0.38	5.70
Clerical/Administrative	1	40.00	40.00
Engr. Technician (Asphalt)	2.25	40.00	90.00

INVOICE RECEIVED BY: Marcia Jackson ON 10/24/10
 GOODS/SERVICES RECEIVED BY: Marcia Jackson ON 10/24/10

We thank you for your prompt payment. Please remit to the above address.

Total	\$225.70
Payments/Credits	\$0.00
Balance Due	\$225.70

Phone #	Fax #
(956) 383-8522	(956) 383-0295



Invoice

Date	Invoice #
11/13/2007	07M108-13

Millennium Engineers Group, Inc.
 PO Box 4569
 Edinburg, Texas 78540-4569

Bill To
Hidalgo County Precinct No. 4 - BCAP Commissioner Oscar L. Garza, Jr. 1051 N. Doolittle Rd. Edinburg, Texas 78542

CCAD. 07-008-02-13 *2/13/07-6/31/08*

DIRECT PAYMENT REF. P.O.#563048
CLAIMS AI-26442 5/10/11
1-1311-431-00-124-482-0-339 → \$225.70

Terms	Due Date	MEG Project
	12/13/2007	07M108-Morningside Estates PO#563048

Description	Qty	Rate	Amount
Asphalt Cores <i>Coring - ACP Thickness</i>	4	<i>30.00</i>	<i>120.00</i>
Vehicle Trip Charge(Per Mile)	15	<i>0.38</i>	<i>5.70</i>
Clerical/Administrative	1	<i>40.00</i>	<i>40.00</i>
Engr. Technician (Asphalt)	2.25	<i>40.00</i>	<i>90.00</i>

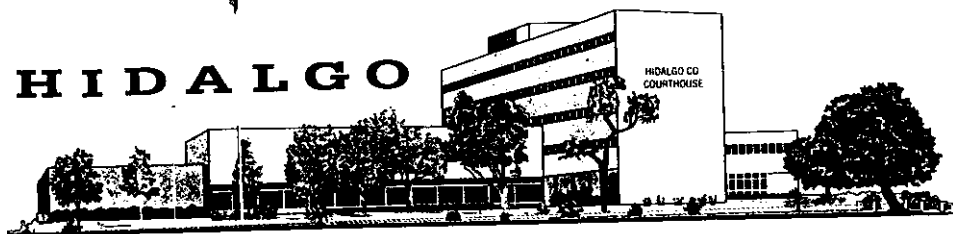
INVOICE RECEIVED BY:
Marcelo Pachon ON *10/26/10*
 GOODS/SERVICES RECEIVED BY:
Marcelo Pachon ON *10/26/10*

We thank you for your prompt payment. Please remit to the above address.	Total <i>\$</i> 255.70
--	-------------------------------

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Payments/Credits	\$0.00
Balance Due <i>\$</i>	255.70

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

September 24, 2009

Millenium Engineers Group, Inc.
P. O. Box 4569
Edinburg, TX 78540

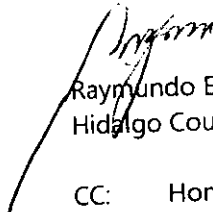
RE: Notice of Contract Requirements

Dear Mr. Raul Palma:

Attached please find check no. 12602 for payment of invoice 09M21-1. This invoice was for services performed for the Tower Road Drainage Improvements in Alamo project, which were performed prior to the approval of Work Authorization No. 3 on March 3, 2009. Under Article 2 "Term" of the Contract for Services (C-08-316-10-28) it states that Engineer is to proceed with work "... only as authorized by the Owner through an agreed Work Authorization Document..." The County expects Millennium Engineering to comply with the terms of this and all contracts with the County. Notice is hereby given that in the future, the County will not pay for any services that do not comply with the contract provisions including work that is done before a Work Authorization is approved.

If you have any questions, please call me at (956) 318-2511 ext. 4604.

Sincerely,


Raymundo Eufrazio, CPA
Hidalgo County Auditor

CC: Honorable Hector Palacios, Commissioner, Precinct No. 2
Martha L. Salazar, Purchasing Agent

HIDALGO COUNTY DISTRICT JUDGES

ARDO P. RODRIGUEZ, JR.
JUDGE, 92ND D.C.

RODOLFO DELGADO
JUDGE, 83RD 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, 386TH D.C.

AIDA SALINAS FLORES
JUDGE, 398TH D.C.

ISRAEL RAMON, JR.
JUDGE, 439TH D.C.

JESSE CONTRERAS
JUDGE, 449TH D.C.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/10/2011 04:30 PM	APRV
2	Budget & Management	Erika Zamora	05/11/2011 08:22 AM	APRV
3	Manuel Chapa	Manuel Chapa	05/12/2011 10:46 AM	APRV
4	Auditor's Office		05/12/2011 05:18 PM	NEW
Form Started By: Yolanda Velasquez			Started On: 05/09/2011 09:05 AM	
Final Approval Date: 05/12/2011				

**HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
REQUIREMENTS/RFP PACKETS
RFB-RFP-RFQ**

PROPOSAL ACCEPTANCE DATE: FEBRUARY 09, 2011 RFP ACCEPTANCE TIME: 9:30 A.M.

**DEPARTMENT/RFP DESCRIPTION: HIDALGO COUNTY-SHERIFF DEPARTMENT "INMATE
PAY TELEPHONE SYSTEM & SERVICES" RFP NO.: 2011-019-02-09-YZV**

NAME OF VENDOR: COMPANY/FIRM	RFP REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1.NCIC (Inmate Phone Services) Frances Schultz/Randy Polk	Email	Stephanie.jackson@ncic.com Randy.polk@ncic.com (YZV)	12/27/10	606 E. MAGRILL ST LONGVIEW, TEXAS TEL:903-757-4455
2. Conversant Technologies, INC Sherree D. Anderson	Email	Sherree.anderson@cticorrections.com (YZV)	12/27/10	P.O. BOX 865081 PLANO, TEXAS 75086 TEL: 972-801-3106
3.Legacy Inmate Communications Duane Cutler	Email	dcutler@golegacy.com (YZV)	12/27/10	TEL: 800-553-1782 CELL: 714-722-1676
4. Global Tel*Link Rae Pearson	Email	Raenita.pearson@gtl.net (YZV)	12/27/10	6612 E. 75 th STREET 4 th FLOOR INDIANAPOLIS, IN 46250 TEL: 317-558-3151
5. Value-Added Communications, INC Mark A. Montgomery	Email	Mark.montgomery@vaci.com (YZV)	12/27/10	3801 E. PLANO PARKWAY STE 100 PLANO, TEXAS 75074 TEL: 972-535-3369
6.Trio Communications, INC. Toby Seider	Email	triocommunications@yahoo.com (YZV)	12/27/10	3583 ROCKING J ROAD ROUND ROCK, TEXAS 78665 TEL: 512-255-6141
7. Point Breeze Communications Debbie Manganello	Email	dmpbc@frontier.com (YZV)	12/27/10	Tel: 570-477-3257 Fax: 570-477-3259
8.Securus Technologies Rudy Pena	Email	rpena@securustech.net (YZV)	12/27/10	Tel: 214-354-7344 Fax: 214-528-5451
9.Prime Vendor INC Carysa Morse	Email	Bids17@prime-vendor.com (YZV)	12/27/10	4622 CEDAR AVENUE, STE 123 WILMINGTON, NORTH CAROLINA 28403 TEL: 800-746-9554
10. Inmate Communications Corporation Sandy Kurtz	Email	sandyk@inmatephones.com (YZV)	12/27/10	7034 SOPHIA AVENUE VAN NUYS, CALIFORNIA 91406 TEL: 800-642-6555 EXT 103
11.ICsolutions Goy Giminski	Email	ggiminski@icsolutions.com (YZV)	12/27/10	TEL: 210-477-7310 FAX: 210-693-1016
12.Syscon Justice Systems Jan Chavarie	Email	janchavarie@syscon.net (YZV)	12/27/10	TEL: 604-606-7650 EXT8809
13.Synergy Telecom Service Co. Inc. Charles Slaughter	Email	charlesslaughter@satx.rr.com (YZV)	12/27/10	12126 EL SENDERO SAN ANTONIO, TEXAS 78233 TEL: 800-582-6182

***VIA:**

**BIDDER LIST MAIL OUT (BLM)
TELEPHONE REQUEST (TR)**

**E-MAIL (EM)
IN PERSON (IP)**

**HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
REQUIREMENTS/RFP PACKETS
RFB-RFP-RFQ**

PROPOSAL ACCEPTANCE DATE: FEBRUARY 09, 2011 RFP ACCEPTANCE TIME: 9:30 A.M.

**DEPARTMENT/RFP DESCRIPTION: HIDALGO COUNTY-SHERIFF DEPARTMENT "INMATE
PAY TELEPHONE SYSTEM & SERVICES" RFP NO.: 2011-019-02-09-YZV**

NAME OF VENDOR: COMPANY/FIRM	RFP REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
14. Cobra Software Group Bruce Riley	Email	brriley@cobraware.net (YZV)	12/27/10	1133 PENNSYLVANIA AVENUE DENVER, COLORADO 80203 TEL: 303-885-6759
15. G-Tel Enterprises, INC Teresa Sanders	Email	Teresa@payphone.com (YZV)	12/27/10	16840 CLAY ROAD, STE 118 HOUSTON, TEXAS 77084 TEL: 800-884-4835
16. Jaroth-PTS Danny Ruiz	Email	dannyr@jaroth-pts.com (YZV)	12/27/10	TEL: 830-714-5099 CELL: 830-237-0363
17. Cen-Tex Pay Telephone Co. Scott Ferguson	Email	Centex3535@aol.com (YZV)	01/04/11	101 STERLING BROWNING SAN ANTONIO, TEXAS 78232 TEL: 210-691-2829
18. Encartele Jeffrey Noble	Email	Jeffrey.noble@encartele.net	01/04/11	8206 S. 109 TH STREET LA VISTA, NE 68128 TEL: 888-231-3393 EXT 804
19.				
20.				
21.				
22.				
23.				
24.				
25.				
26.				

***VIA: BIDDER LIST MAIL OUT (BLM)
TELEPHONE REQUEST (TR)**

**E-MAIL (EM)
IN PERSON (IP)**

**HIDALGO COUNTY PURCHASING DEPARTMENT
PROPOSAL ACCEPTANCE SHEET**

DEPARTMENT NAME: HIDALGO COUNTY - SHERIFF DEPARTMENT

PROPOSAL ACCEPTANCE DATE: FEBRUARY 09, 2011

NEW ACCEPTANCE DATE: MARCH 09, 2011 AS PER ADDENDUM 3

PROPOSAL ACCEPTANCE TIME: 9:30 A.M.

DESCRIPTION OF RFP: HIDALGO COUNTY – “INMATE PAY TELEPHONE SYSTEM & SERVICES”

RFP NO: 2011-019-02-09-YZV

BUYER: Yolanda Velasquez

RFP	NAME OF COMPANY	ACKNOWLEDGED	ADDENDUM 1 Dated: 1/12/11	ADDENDUM 2 Dated: 1/28/2011	ADDENDUM 3 Dated: 2/18/2011
#1	American Phone Systems	✓	✓	✓	✓
#2	IC Solutions, Advanced Technology	✓	✓	✓	✓
#3	Synergy Telecom Service, Co., INC	✓	✓	✓	✓
#4	Value-Added Communications INC (VAC)	✓	✓	✓	✓
#5	Legacy Inmate Communications	✓	✓	✓	X
#6	Securus Technologies	✓	✓	✓	✓
#7	Global Tel-Link (GTL)	✓	✓	✓	✓
#8					

**Sole Source Declaration-High-Speed Internet Connection Renewal
CC REGULAR**

Date: 05/17/2011
Submitted By: Matilde Faz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Information Technology Department:

1. Requesting exemption from competitive bidding requirements pursuant to Texas Local Government Code, Chapter 262, Section .024 (a) (7) (A);
2. Approval of the Sole Source Declaration for AT & T Internet services and the purchase of high-speed internet connection called "DS-3 10 Mbps" (for County Wide Department) through requisition #193574 in the amount of \$2,058.56/month + one time installation fee of \$1,630.00 (1-1100-415-00-200-002-0-534/336) including authority for County Judge to execute Master Agreement for AT&T PremierSERVSM Dedicated Internet Access (DIA) as required and requested by vendor effective upon approval.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011	ACCT. #: 1-1100-415-00-200-002-0-534
FUNDS AVAILABLE Y/N?: Yes	MATCHING FUNDS Y/N?: Yes

BUDGETARY IMPACT:

Amount available through Requisition#193574 in the amount of \$24,702.72 as of 5/12/11 for AT&T Internet Services.

FISCAL YEAR: 2011	ACCT. #: 1-1100-415-00-200-002-0-336
FUNDS AVAILABLE Y/N?: Yes	MATCHING FUNDS Y/N?: Yes

BUDGETARY IMPACT:

Amount available through Requisition#193574 in the amount of \$1,630.00 as of 5/12/11 for AT&T Internet Services

Attachments

- Link: [AT&T IT Department](#)
- Link: [IT Quotes](#)
- Link: [AT&T Letter](#)

Link: [Email clarifying monthly rate](#)

Link: [262.024 Exemption](#)

Link: [Sole Source Memo](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/11/2011 03:28 PM	APRV
2	Budget & Management	Erika Zamora	05/11/2011 03:49 PM	APRV
3	Erika Zamora	Angela Garcia	05/12/2011 04:35 PM	APRV
4	Matilde Faz	Matilde Faz	05/12/2011 04:48 PM	APRV
5	Auditor's Office	Angela Garcia	05/12/2011 04:50 PM	APRV
6	Purchasing Department	Marty Salazar	05/12/2011 05:11 PM	APRV

Form Started By: Matilde Faz
Started On: 05/10/2011 01:55 PM

Final Approval Date: 05/12/2011

Requisition

Req # 00193574

*Consent
26390
5/3/11*

PO #
Date: 04/11/11

Bill To: x
x

Vendor: 335673
AT&T INTERNET SERVICES
P O BOX 6463
CAROL STREAM IL 60197-6463

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

Contact: EDNA KIRBY
956-292-7010

Contract No:
Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
12.00	MONTH	EaMis Contract SCM110401114451		
1.00	EACH	DO NOT DUPLICATE ORDER		
		EaMIS Basic-with Customer provided Router 1 (Yr) 10 Meg Installation	2,058.56	24,702.72
		Account No	1,630.00	1,630.00
		<u>Account No</u>	<u>Encumbrance</u>	
		1-1100-415-00-200-002-0-534	26,332.72	
			Freight	.00
			Total	26,332.72
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____



Date: 4/3/2011

County of Hidalgo - Ethernet Access over Managed Internet Service - Price Quotes

EaMIS Basic - with Customer Provided Router						Contract Information - MIS Pricing Schedule: Pages 1 through 12			
Term (Yr)	Port Speed	Extended Price	Installation	Type of Install	Hardware	Port Section/Table		Access Section/Table	
						Contract Section	Contract Table	Contract Section	Contract Table
1	10 Meg	\$2,058.56	\$1,630.00	Tele-Install	Customer Provided Router	1	23	4	N/A

Notes:

- AT&T Managed Router will require a POTS line connection to Router's Modem for proactive monitoring, IOS & Patch uploads. Purchase of a POTS line is required if one is not already available.
- BGP is supported with EaMIS Basic Service only. Customer may require the Traffic Shaping feature enabled in customer router.
- Price quotes are for EaMIS Plus and Basic Internet Service with 10Meg bandwidth speeds and both 1, and 3 Yr terms.
- Other Bandwidth speeds are available upon request.
- Primary and Secondary DNS are available through AT&T if not hosted by customer.
- Email and Web hosting services are available via customer request and will be provided on separate quote.
- Ethernet Access over Managed Internet Service will be delivered via a 10/100 baseT port handoff



AT&T MA Reference No.

MASTER AGREEMENT

Customer County of Hidalgo 100 N. Closner Edinburg, TX 78539 USA	AT&T AT&T Corp.
Customer Contact (for notices) Name: Renán Ramirez Title: 100 N. Closner Edinburg, TX 78539 United States Telephone: 9562927010 Fax: Email: renan@co.hidalgo.tx.us	AT&T Contact (for notices) 5711 MCPHERSON RD LAREDO, TX 78041 With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This Master Agreement ("Master Agreement"), between the customer named above ("Customer") and the AT&T entity named above ("AT&T"), is effective when signed by both Customer and AT&T, and continues in effect as long as Services are provided under this Master Agreement.

This Master Agreement will apply to all services and equipment Customer buys from AT&T, now and in the future, that are provided under Pricing Schedules attached to or referencing this Master Agreement ("Services"). Other Services may be provided by signing additional Pricing Schedules at any time. AT&T standard service offerings are described in Tariffs, Guidebooks, Service Guides and other documents identified in this Master Agreement.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

1. INTRODUCTION

1.1 **Overview of Documents.** The terms and conditions governing the Services that AT&T provides to Customer are set forth in this Master Agreement, the following additional documents, and any other documents executed by the parties and referencing this Master Agreement (which documents together with this Master Agreement are called "this Agreement"):

- (a) **Pricing Schedules.** A Pricing Schedule (including related attachments) identifies the Services AT&T may provide to Customer, the price (including discounts, if applicable) for each Service, and the term during which such prices are in effect ("Pricing Schedule Term").
- (b) **Tariffs and Guidebooks.** "Tariffs" are documents containing the standard descriptions, pricing, and other terms and conditions for a Service that AT&T files with regulatory commissions. "Guidebooks" are documents containing the standard descriptions, pricing, and other terms and conditions for a Service that were, but no longer are, filed with regulatory commissions. Tariffs and Guidebooks may be found at att.com/servicepublications or other locations AT&T may designate.
- (c) **Acceptable Use Policy.** AT&T's Acceptable Use Policy ("AUP") applies to Services provided over or accessing the Internet. The AUP may be found at att.com/aup, or other locations AT&T may designate.
- (d) **Service Guides.** The description, pricing, and other terms and conditions for the Service not covered by a Tariff or Guidebook may be contained in a Service Guide, which may be found at att.com/servicepublications or other locations AT&T may designate.

1.2 **Priority of Documents.** The order of priority of the documents that form this Agreement is: Pricing Schedules; this Master Agreement; the AUP; and Tariffs, Guidebooks and Service Guides; *provided that*, Tariffs will be first in priority in any jurisdiction where existing law or regulation does not permit contract terms to take precedence over inconsistent tariff terms.

1.3 **Revisions to Documents.** Subject to Section 8.2(c) (Materially Adverse Change), AT&T may revise Tariffs, Guidebooks, Service Guides or the AUP (collectively "Service Publications") at any time.

1.4 **Execution by Affiliates.** An AT&T Affiliate or Customer Affiliate may sign a Pricing Schedule referencing this Agreement in its own name and such Affiliate contract will be a separate, but associated, contract incorporating the terms of this Master Agreement with respect to that Pricing Schedule. Customer and AT&T will arrange to have their respective Affiliates comply with this Agreement, regardless of whether an Affiliate has signed a Pricing Schedule.

1.5 **Capitalized Terms.** Capitalized terms not otherwise defined in this Agreement are defined in Section 11 (Definitions).

2. AT&T DELIVERABLES

2.1 **Services.** AT&T agrees to either provide or arrange to have an AT&T Affiliate provide Services to Customer in accordance with this Agreement, subject to availability and operational limitations of systems, facilities and equipment. Where required, an AT&T Affiliate authorized by the appropriate regulatory authority will be the service provider.

2.2 **AT&T Equipment.** Services may include use of certain equipment owned by AT&T that is located at the Site ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide electric power for the AT&T Equipment and keep the AT&T Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage to AT&T Equipment (other than ordinary wear and tear) except to the extent caused by AT&T or its agents.

2.3 **Software.** Any software used with the Services will be governed by the written terms and conditions applicable to such software. Title to software remains with AT&T or its supplier. Customer must comply with all such terms and conditions and they take precedence over this Agreement as to such software.

3. CUSTOMER'S COOPERATION

3.1 **Access Right.** Customer will in a timely manner allow AT&T to access property and equipment that Customer controls as reasonably required to provide the Services, and Customer will obtain, at Customer's expense, timely access for AT&T to property that Customer does not control (other than public property) as reasonably required to provide the Services.

Access rights include the right to construct, install, repair, maintain, replace and remove access lines and network facilities, as well as to use ancillary equipment space within a building, as necessary for Customer's connection to AT&T's network. Customer must provide AT&T timely information and access to Customer's facilities and equipment as AT&T reasonably requires to provide the Services, subject to Customer's reasonable security policies. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities, and other items reasonably required to perform installation of the Services, and obtain any necessary licenses, permits and consents (including easements and rights-of-way). Customer will have the Site ready for AT&T to perform its work according to a mutually agreed schedule.

3.2 Safe Working Environment. Customer will ensure that the location at which AT&T installs, maintains or provides Services is a suitable and safe working environment, free of Hazardous Materials. "Hazardous Materials" means any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal, or release is regulated by any law related to pollution, protection of air, water, or soil, or health and safety. AT&T does not handle, remove or dispose of Hazardous Materials, and AT&T has no obligation to perform work at a location that is not a suitable and safe working environment. AT&T will not be liable for any Hazardous Materials.

3.3 Users. "User" means anyone who uses or accesses any Service provided to Customer. Customer will cause Users to comply with this Agreement, and Customer agrees that Customer is responsible for Users' use of any Services, unless expressly provided to the contrary in applicable Service Publications.

3.4 Internet Services. If a Service is provided over or accesses the Internet, Customer, Customer's Affiliates, and Users must comply with the AUP.

3.5 Resale of Services. Customer may not resell the Services to third parties without AT&T's written consent. Where permitted under applicable law, Customer may resell the Services to Customer's Affiliates without AT&T's consent.

4. PRICING AND BILLING

4.1 Pricing and Pricing Schedule Term; Terms Applicable After End of Pricing Schedule Term. Unless a Pricing Schedule states otherwise, the prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule Term. No promotion, credit or waiver set forth in a Service Publication will apply unless the Pricing Schedule states otherwise. At the end of a Pricing Schedule Term, Customer will have the option to either: (a) cease using the Service (which will require Customer to take all steps required by AT&T to terminate the Service); or (b) continue using the Service under a month-to-month service arrangement. Unless a Pricing Schedule states otherwise, during any month-to-month service arrangement, the prices, terms and conditions in effect on the last day of the Pricing Schedule Term will continue until changed by AT&T on 30 days' prior notice to Customer.

4.2 Additional Charges and Taxes. Prices set forth in a Pricing Schedule are exclusive of, and Customer will pay, all current and future taxes (excluding those on AT&T's net income), surcharges, recovery fees, custom clearances, duties, levies, shipping charges, and other similar charges (and any associated interest and penalties resulting from Customer's failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent Customer provides satisfactory proof of a valid tax exemption prior to the delivery of Services. To the extent Customer is required by law to withhold or deduct any applicable taxes from payments due to AT&T, Customer will use reasonable commercial efforts to minimize any such taxes to the extent allowed by law or treaty, and Customer will furnish AT&T with such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that AT&T may claim any applicable credit.

4.3 Billing. Unless a Pricing Schedule specifies otherwise, Customer's obligation to pay for all Services will begin upon installation and availability of the Services to Customer. AT&T will invoice Customer for the Services on a monthly basis, or otherwise as specified in the Pricing Schedule. Customer will pay AT&T without deduction (except for withholding taxes as provided in Section 4.2 – Additional Charges and Taxes), setoff (except as provided in Section 4.5 – Delayed Billing; Disputed Charges), or delay for any reason. At Customer's request, but subject to AT&T's consent (which may be withheld if there will be operational impediments or tax consequences), Customer's Affiliates may be invoiced separately and AT&T will accept payment from such Affiliates. Customer will be responsible for payment if Customer's Affiliates do not pay charges in accordance with this Agreement. AT&T may require Customer or its Affiliates to tender a deposit if AT&T determines, in its reasonable judgment, that Customer or Customer's Affiliates are not creditworthy.

4.4 Payments. Payment is due within 30 days after the date of the invoice (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number. Charges must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. Customer will reimburse AT&T for all costs associated with collecting delinquent or dishonored payments, including reasonable attorney's fees. AT&T may charge late

payment fees (a) for Services contained in a Tariff or Guidebook, at the rate specified therein, or (b) for all other Services, at the lower of 1.5% per month (18% per annum) or the maximum rate allowed by law for overdue payments.

4.5 Delayed Billing; Disputed Charges. Customer will not be required to pay charges for Services invoiced more than 6 months after close of the billing month in which the charges were incurred, except for automated or live operator assisted calls of any type. If Customer disputes a charge, Customer will provide notice to AT&T specifically identifying the charges and the reason it is disputed within 6 months after the date of the affected invoice or Customer waives the right to dispute the charge (except to the extent applicable law or regulation otherwise requires). Disputed charges may be withheld, but if not paid when due, Customer will incur late payment fees in accordance with Section 4.4 (Payments); however, to the extent AT&T determines the charges Customer disputed and withheld were invoiced in error, late payment fees for such charges will be reversed.

4.6 MARC. Minimum Annual Revenue Commitment ("MARC") means an annual revenue commitment of MARC-Eligible Charges set forth in a Pricing Schedule that Customer agrees to satisfy during each 12 consecutive month period of the Pricing Schedule Term. At the end of each such 12 month period, if Customer has failed to satisfy the MARC for the preceding 12 month period, Customer will be invoiced a shortfall charge in an amount equal to the difference between the MARC and the total of the applicable MARC-Eligible Charges incurred during the 12 month period, and payment will be due in accordance with Section 4.4 (Payments).

4.7 Adjustments to MARC.

(a) In the event of a business downturn beyond Customer's control, or a corporate divestiture, merger, acquisition or significant restructuring or reorganization of Customer's business, or network optimization using other Services, or reduction of AT&T's prices, or force majeure events, any of which significantly impairs Customer's ability to meet Customer's MARC, AT&T will offer to adjust the affected MARC to reflect Customer's reduced usage of Services (with a corresponding adjustment to the prices or discount available at the reduced MARC level). If the parties reach mutual agreement on a revised MARC, AT&T and Customer will amend the affected Pricing Schedule prospectively. This Section 4.7 will not apply to a change resulting from Customer's decision to use service providers other than AT&T. Customer will provide AT&T written notice and evidence of the conditions Customer believes will require the application of this provision. This provision does not constitute a waiver of any charges, including monthly recurring charges and shortfall charges Customer incurs prior to amendment of the affected Pricing Schedule.

(b) If Customer, through merger, consolidation, acquisition or otherwise, acquires a new business or operation, Customer and AT&T may mutually agree to include the new business or operation under this Agreement. Such agreement will specify the impact, if any, of such addition on Customer's MARC or other volume or growth discounts, and Customer's attainment thereof.

5. CONFIDENTIAL INFORMATION

5.1 Confidential Information. Confidential Information means: (a) information the parties share with each other in connection with this Agreement or in anticipation of providing Services under this Agreement, but only to the extent identified as Confidential Information in writing; and (b) except as may be required by applicable law or regulation, the terms of this Agreement and any pricing or other proposals.

5.2 Obligations. Each party's Confidential Information will, for a period of 3 years following its disclosure to the other party (except in the case of software, which is indefinite): (a) be held in confidence; (b) be used and transmitted between countries only for purposes of using the Services or performing this Agreement (including in the case of AT&T, the ability to utilize Customer's Confidential Information in order to detect fraud, check quality, and to operate, maintain and repair the Services); and (c) not be disclosed, except to the receiving party's employees, agents and contractors having a need-to-know (but only if such agents and contractors are not direct competitors of the other party and agree in writing to use and disclosure restrictions as restrictive as this Section 5), or to the extent authorized to be revealed by law, governmental authority or legal process (but only if such disclosure is limited to that which is so authorized and prompt notice is provided to the disclosing party to the extent practicable and not prohibited by law, governmental authority or legal process).

5.3 Exceptions. The restrictions in this Section will not apply to any information that: (a) is independently developed by the receiving party; (b) is lawfully received by the receiving party free of any obligation to keep it confidential; or (c) becomes generally available to the public other than by breach of this Agreement.

5.4 Privacy Laws. Each party is responsible for complying with the privacy laws applicable to its business. If Customer does not want AT&T personnel to comprehend Customer data to which they may have access in performing Services, Customer should encrypt such data so that it will be unintelligible. Until directed otherwise by Customer in writing, if AT&T

designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information (CPNI) to any employee or agent of Customer without a need for further authentication or authorization.

6. DISCLAIMERS AND LIMITATIONS OF LIABILITY

6.1 **Disclaimer of Warranties.** AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE OR COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER), OR GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING, OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF, OR IMPROPER ACCESS TO, CUSTOMER'S DATA AND CONFIDENTIAL INFORMATION.

6.2 Limitation of Liability.

- (a) AT&T'S ENTIRE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY, FOR DAMAGES ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS IN THE SERVICES, AND NOT CAUSED BY CUSTOMER'S NEGLIGENCE, SHALL IN NO EVENT EXCEED THE APPLICABLE CREDITS SPECIFIED IN A SERVICE PUBLICATION OR PRICING SCHEDULE, OR IF NO CREDITS ARE SPECIFIED, AN AMOUNT EQUIVALENT TO THE PROPORTIONATE CHARGE TO CUSTOMER FOR THE PERIOD OF SERVICE DURING WHICH SUCH MISTAKE, OMISSION, INTERRUPTION, DELAY, ERROR OR DEFECT IN THE SERVICES OCCURS AND CONTINUES. IN NO EVENT SHALL ANY OTHER LIABILITY ATTACH TO AT&T.
- (b) SECTION 6.2(a) WILL NOT APPLY TO:
- (i) BODILY INJURY, DEATH, OR DAMAGE TO REAL OR TANGIBLE PROPERTY DIRECTLY CAUSED BY AT&T'S NEGLIGENCE;
 - (ii) BREACH OF SECTION 5 (Confidential Information), SECTION 10.1 (Publicity), OR SECTION 10.2 (Trademarks);
 - (iii) SETTLEMENT, DEFENSE OR PAYMENT OBLIGATIONS UNDER SECTION 7 (Third Party Claims); OR
 - (iv) DAMAGES ARISING FROM AT&T'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.
- (c) NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES, OR INCREASED COST OF OPERATIONS.

6.3 **Disclaimer of Liability.** AT&T WILL NOT BE LIABLE FOR ANY DAMAGES, EXCEPT TO THE EXTENT CAUSED BY AT&T'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES, CONTENT, OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS, OR INTERRUPTIONS (EXCEPT FOR LIABILITY FOR SUCH EXPLICITLY SET FORTH IN THIS AGREEMENT); ANY INTERRUPTION OR ERROR IN ROUTING OR COMPLETING CALLS OR OTHER TRANSMISSIONS (INCLUDING 911 CALLS OR ANY SIMILAR EMERGENCY RESPONSE NUMBER); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS, OR DESTRUCTION OF CUSTOMER'S, ITS AFFILIATE'S, USERS', OR THIRD PARTIES' APPLICATIONS, CONTENT, DATA, PROGRAMS, CONFIDENTIAL INFORMATION, NETWORK, OR SYSTEMS.

6.4 **Application and Survival.** The disclaimer of warranties and limitations of liability set forth in this Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise and whether damages were foreseeable, and will apply so as to limit the liability of each party and its Affiliates, and their respective employees, directors, subcontractors, and suppliers. The limitations of liability and disclaimers set out in this Section 6 will survive failure of any exclusive remedies provided in this Agreement.

7. THIRD PARTY CLAIMS

7.1 **AT&T's Obligations.** AT&T agrees at its expense to defend or settle any third-party claim against Customer, its Affiliates, and its and their respective employees and directors, and to pay all compensatory Damages that a court may finally award against such parties to the extent the claim alleges that a Service provided to Customer under this Agreement infringes any patent, trademark, copyright, or trade secret, but not in circumstances where the claimed infringement arises out of or results from: (a) Customer's, its Affiliate's or a User's content; (b) modifications to the Service by Customer, its Affiliates or third parties, or combinations of the Service with any services or products not provided by AT&T; (c) AT&T's adherence to Customer's or its Affiliate's written requirements; or (d) use of the Service in violation of this Agreement.

7.2 **Customer's Obligations.** Customer agrees at its expense to defend or settle any third-party claim against AT&T, AT&T's Affiliates, and its and their respective employees, directors, subcontractors, and suppliers, and to pay all compensatory Damages that a court may finally award against such parties to the extent the claim: (a) arises out of Customer's, its Affiliate's, or a User's access to, or use of, the Services and the claim is not the responsibility of AT&T under Section 7.1; (b) alleges that a Service infringes any patent, trademark, copyright or trade secret, and falls within the exceptions in Section 7.1; or (c) alleges a breach by Customer, its Affiliates, or Users of a software license agreement governing software provided in connection with the Services.

7.3 **Infringing Services.** Whenever AT&T is liable under Section 7.1, AT&T may at its option either procure the right for Customer to continue using, or may replace or modify, the alleged infringing Service so that the Service becomes non-infringing.

7.4 **Notice and Cooperation.** The party seeking defense or settlement of a third party claim under this Section 7 will notify the other party promptly upon learning of any claim for which defense or settlement may be sought, but failure to do so will have no effect except to the extent the other party is prejudiced thereby. The party seeking defense or settlement will allow the other party to control the defense and settlement of the claim and will reasonably cooperate with the defense; but the defending party will use counsel reasonably experienced in the subject matter at issue, and will not settle a claim without the consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required where relief on the claim is limited to monetary damages that are paid by the defending party under this Section 7.

8. SUSPENSION AND TERMINATION

8.1 **Termination of Agreement.** This Agreement may be terminated immediately upon notice by either party if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, enters receivership or any state insolvency proceeding, or makes an assignment for the benefit of its creditors.

8.2 **Termination or Suspension of Services.** The following additional termination provisions apply:

- (a) **Fraud or Abuse.** AT&T may terminate or suspend an affected Service, and if the activity implicates the entire Agreement, terminate the entire Agreement, immediately by providing Customer with as much advance notice as is reasonably practicable under the circumstances if Customer: (i) commits a fraud upon AT&T; (ii) utilizes the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services.
- (b) **Material Breach.** If either party fails to perform or observe any material term or condition of this Agreement, including non-payment of charges (subject to Section 4.5 – Delayed Billing; Disputed Charges), and such failure continues unremedied for 30 days after receipt of notice, the non-breaching party may terminate the affected Service, and if the breach implicates the entire Agreement, terminate the entire Agreement. If Customer is in breach, AT&T may elect to suspend (and later terminate) the affected Service, and if the breach implicates the entire Agreement, suspend (and later terminate) the entire Agreement.
- (c) **Materially Adverse Change.** If AT&T revises a Service Publication and the revision has a materially adverse impact on Customer, and AT&T does not effect revisions that remedy such materially adverse impact within 30 days after notice from Customer, then Customer may, as Customer's sole remedy, elect to terminate the affected Service Components on 30 days' notice to AT&T, given not later than 90 days after Customer first learns of the revision to the Service Publication. However, a revision to a Service Publication will not be considered materially adverse to Customer if it changes prices that are not fixed (stabilized) in a Pricing Schedule, if the price change was mandated by a governmental authority, or if the change affects a charge imposed under Section 4.2 (Additional Charges and Taxes).

- (d) **Internet Services.** If Customer fails to rectify a violation of the AUP within 5 days after receiving notice from AT&T, AT&T may suspend the applicable portion of the Service. AT&T has the right; however, to suspend or terminate the applicable portion of the Service immediately when: (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines: (a) that it may be exposed to sanctions, liability, prosecution, or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) that such violation may cause harm to or interfere with the integrity or normal operations or security of AT&T's network or networks with which AT&T is interconnected or interfere with another customer's use of AT&T Services or the Internet; or (c) that such violation otherwise presents imminent risk of harm to AT&T or AT&T's customers or their respective employees.
- (e) **Infringing Services.** If neither of the options described in Section 7.3 (Infringing Services) are reasonably available, AT&T may terminate the affected Service without liability other than as stated in Section 7.1 (AT&T's Obligations).
- (f) **Hazardous Materials.** If AT&T encounters any Hazardous Materials at the Site where AT&T is to install, maintain or provide Services, AT&T may terminate the affected Service or Service Component, or suspend performance until Customer removes and remediates Hazardous Materials at Customer's expense in accordance with applicable law.

8.3 **Withdrawal of Services.** Notwithstanding that a Pricing Schedule may commit AT&T to provide a Service to Customer for a Pricing Schedule Term, and unless applicable law or regulation mandates otherwise, AT&T may discontinue providing a Service upon 12 months' notice, or a Service Component upon 120 days' notice, but only where AT&T generally discontinues providing the Service or Service Component to similarly-situated customers.

8.4 **Effect of Termination.**

- (a) Termination by either party of a Service does not waive any other rights or remedies a party may have under this Agreement. Termination or suspension of a Service will not affect the rights and obligations of the parties regarding any other Service.
- (b) If a Service or Service Component is terminated, Customer will pay all amounts incurred prior to the effective date of termination. If Customer terminates a Service or Service Component prior to the date Customer's obligation to pay for Services begins as provided in Section 4.3 (Billing), Customer will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination.

8.5 **Termination Charges.**

- (a) If Customer terminates this Agreement or an affected Service or Service Component pursuant to Sections 8.1 (Termination of Agreement), 8.2(b) (Material Breach), or 8.2(c) (Materially Adverse Change); AT&T terminates a Service pursuant to Section 8.2(e) (Infringing Services), or AT&T withdraws a Service pursuant to Section 8.3 (Withdrawal of Services), Customer will not be liable for the termination charges set forth in Section 8.5(b).
- (b) If Customer terminates a Service or Service Component other than as set forth in Section 8.5(a), or AT&T terminates an affected Service or Service Component pursuant to Sections 8.1 (Termination of Agreement), or 8.2(a) (Fraud or Abuse), 8.2(b) (Material Breach), 8.2(d) (Internet Services), or 8.2(f) (Hazardous Materials), Customer will pay applicable termination charges as follows: (i) if termination occurs before the end of the Minimum Payment Period, Customer will pay 50% (unless a different percentage is specified in the Pricing Schedule) of the monthly recurring charges for the terminated Service or Service Component multiplied by the months remaining in the Minimum Payment Period, plus any waived or unpaid non-recurring charges identified in the Pricing Schedule (including, but not limited to, any and all charges for failure to satisfy a Minimum Retention Period (MRP)), plus any charges incurred by AT&T from a third party (e.g., not an AT&T Affiliate) due to the termination, all of which will, if applicable, be applied to Customer's MARC-Eligible Charges; and (ii) if Customer terminates a Pricing Schedule that has a MARC, Customer will pay an amount equal to 50% of the unsatisfied MARC, after applying amounts received pursuant to (i), for the balance of the Pricing Schedule Term.
- (c) The charges set forth in Section 8.5(b)(i) will not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if (i) the Minimum Payment Period and associated charge for the replacement Service Component are equal to or greater than the Minimum Payment Period and associated charge for the terminated Service Component, and (ii) the upgrade is not restricted in the applicable Service Publication.

9. IMPORT/EXPORT CONTROL

The parties acknowledge that equipment, services, software, and technical information (including technical assistance and training) provided under this Agreement may be subject to import and export laws, conventions or regulations, and any use or transfer of the equipment, products, software, and technical information must be in compliance with all such laws, conventions and regulations. The parties will not use, distribute, transfer, or transmit the equipment, services, software, or technical information (even if incorporated into other products) except in compliance with such laws, conventions and regulations. Customer, not AT&T, is responsible for complying with such laws, conventions and regulations for all information, equipment and software Customer transmits between countries using the Services.

10. MISCELLANEOUS PROVISIONS

10.1 **Publicity.** Neither party may issue any public statements or announcements relating to the terms of this Agreement or the provision of Services without the prior written consent of the other party.

10.2 **Trademarks.** Each party agrees not to display or use, in advertising or otherwise, any of the other party's trade names, logos, trademarks, service marks, or other indicia of origin without the other party's prior written consent, which consent may be revoked at any time by notice.

10.3 **Force Majeure.** Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of a public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, or other causes beyond such party's reasonable control.

10.4 **Amendments and Waivers.** Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.

10.5 Assignment and Subcontracting.

(a) This Agreement may not be assigned by either party without the prior written consent of the other party (which consent will not be unreasonably withheld or delayed). Customer may, without AT&T's consent, but upon notice to AT&T, assign in whole or relevant part, its rights and obligations under this Agreement to an Affiliate, but Customer will remain financially responsible for the performance of such obligations. AT&T may, without Customer's consent, assign in whole or relevant part, its rights and obligations under this Agreement to an Affiliate, or subcontract to an Affiliate or a third party work to be performed under this Agreement, but AT&T will in each such case remain financially responsible for the performance of such obligations.

(b) In countries where AT&T does not have an Affiliate to provide Service, AT&T may assign its rights and obligations related to a Service to a local service provider, but AT&T will remain responsible to Customer for such obligations. In certain countries, Customer may be required to contract directly with the local service provider.

(c) Any assignment other than as permitted by this Section 10.5 is void.

10.6 **Severability.** If any portion of this Agreement is found to be invalid or unenforceable or if, notwithstanding Section 10.10 (Governing Law), applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal, or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

10.7 **Injunctive Relief.** Nothing in this Agreement is intended, or should be construed, to limit a party's right to seek preliminary or permanent injunctive relief from a court of competent jurisdiction for a breach of any provision of this Agreement.

10.8 **Legal Action.** Any legal action arising in connection with this Agreement must be filed within 2 years after the cause of action accrues or it will be deemed time-barred and waived. The parties waive any statute of limitations to the contrary.

10.9 **Notices.** All notices required under this Agreement will be delivered in writing to the recipient's contact designated on the cover page of this Master Agreement, or to such other contact as designated in writing from time to time. Notices shall be by internationally recognized overnight courier, certified or registered mail, email, or facsimile and will be effective upon receipt or when delivery is refused, whichever occurs sooner.

10.10 **Governing Law.** This Agreement will be governed by the law of the State of New York, without regard to its conflict of law principles, unless a regulatory agency with jurisdiction over the applicable Service applies a different law. The United Nations Convention on Contracts for International Sale of Goods will not apply.

10.11 **Compliance with Laws.** Each party will comply with all applicable laws, regulations, and orders issued by courts or other governmental bodies of competent jurisdiction.

10.12 **No Third Party Beneficiaries.** This Agreement is for the benefit of Customer and AT&T, and does not provide any third party (including Users) the right to enforce or bring an action for any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

10.13 **Survival.** The respective obligations of Customer and AT&T that by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations set forth in Section 5 (Confidential Information), Section 6 (Disclaimers and Limitations of Liability), and Section 7 (Third Party Claims), will survive termination or expiration.

10.14 **Agreement Language.** The authentic language of this Agreement is English. If there is a conflict between this Agreement and any translation, the English version will take precedence.

10.15 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the Services provided under this Agreement. Except as provided in Section 2.3 (Software), this Agreement supersedes all other agreements, proposals, representations, statements or understandings, whether written or oral, concerning the Services or the rights and obligations relating to the Services, and the parties disclaim any reliance thereon. This Agreement will not be modified or supplemented by any written or oral statements, proposals, representations, advertisements, service descriptions or purchase order forms not expressly set forth in this Agreement.

11. DEFINITIONS

The following terms have the meanings set forth below:

“**Affiliate**” of a party means any entity that controls, is controlled by, or is under common control with, such party.

“**Damages**” means collectively all injury, damage, liability, loss, penalty, interest and expense incurred.

“**Effective Date**” means, for any Pricing Schedule, the date on which the last party signs the Pricing Schedule unless a later date is required by regulation or law.

“**MARC-Eligible Charges**” means, unless the applicable Pricing Schedule indicates otherwise, the recurring and usage charges, after deducting applicable discounts and credits (other than outage or SLA credits), that AT&T charges Customer for the Services identified in the applicable Pricing Schedule as MARC-contributing. The following are not MARC-Eligible Charges: (a) charges for or in connection with Customer’s purchase of equipment; (b) taxes; and (c) charges imposed in connection with governmentally imposed costs or fees (such as USF, PICC, payphone service provider compensation, E911 and deaf relay charges).

“**Minimum Payment Period**” means, in respect to any Service, the minimum period for which Customer is required to pay recurring charges for the Service, as specified in the Pricing Schedules or Service Publication for that Service.

“**Minimum Retention Period**” means, in respect to any Service, the period of time for which Customer is required to maintain service to avoid the payment of certain credits, waived charges, or unpaid amortized charges, all as specified in the Pricing Schedule or Service Publication for that Service.

“**Service Component**” means an individual component of a Service provided under this Agreement.

“**Site**” means Customer’s physical location, including Customer’s collocation space on AT&T’s, its Affiliate’s, or subcontractor’s property, where AT&T installs or provides a Service.



**AT&T Managed Internet Service
Pricing Schedule**

Customer	AT&T	AT&T Sales Contact <input type="checkbox"/> Primary Contact
County of Hidalgo 100 N. Closner Edinburg, TX 78539 USA	AT&T Corp.	EDUARDO RODRIGUEZ 5711 MCPHERSON RD LAREDO, TX 78041 Telephone: 9567215547 Fax: 956-727-6776 Email: er5092@semail.att.com Branch Manager: Tess Goodwin Sales Strata: ABS Sales Sales Region: Southwestern
Customer Contact (for notices)	AT&T Contact (for notices)	AT&T Solution Provider or Representative Information (if applicable)
Name: Renán Ramirez Title: 100 N. Closner Edinburg , TX 78539 United States Telephone: 9562927010 Fax: Email: renan@co.hidalgo.tx.us Customer Account Number or Master Account Number:	5711 MCPHERSON RD LAREDO, TX 78041 With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com	Name: Company Name: Telephone: Fax: Email: Agent Code:

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

CSM110401114451

1. SERVICES

- AT&T Managed Internet Service
- AT&T Private Network Transport (PNT) Service is an option of MIS and can be ordered as an MPLS PNT feature under Tables 30 and 31.
 - AT&T's Acceptable Use Policy is located at <http://www.att.com/aup> or such other AT&T-designated location.

Service	Service Publication Location
AT&T MIS Service	http://new.serviceguide.att.com/portals/sgportal.portal?nfpb=true&page_label=mis_page
AT&T Bandwidth Services	http://new.serviceguide.att.com/index.jsp?sg=bws

The rate and the discount for each channel ordered under this Pricing Schedule shall be stabilized as of the date of order for the remaining Term of the Pricing Schedule.

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	Term Start Date
12 Months	Effective Date of this Pricing Schedule
Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule

3. MINIMUM PAYMENT PERIOD

Portion of Monthly Service Fees Applicable to Minimum Payment Period	Service Components	Minimum Payment Period
50%	All Service Components	Until end of Pricing Schedule Term, but not less than 12 months per component

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4. RATES (US Mainland, HI and Alaska[†] only)

[†] Service in Alaska requires a separate AT&T Addendum for Service in Alaska. The rates stated in this Pricing Schedule apply to Service locations and/or Service Components in Alaska only in the event that a Service Component and/or Service location is not listed in the Addendum for Service in Alaska. In the event of the conflict between this Pricing Schedule and the Addendum for Service in Alaska, the Addendum for Service in Alaska controls.

NOTE 1: MIS w/ Managed Router Option 2 available only as described in the Service Guide.

NOTE 2: If Customer orders the MPLS PNT feature under Section I, Tables 30 and 31 as part of the MIS service, Customer will be billed for PNT transport and uplifts and all applicable taxes will be stated on the Customer's invoice.

NOTE 3: The charges for the Class of Service (CoS) feature set forth in Section I, Table 25 through 27 are waived for Sites at which Customer also maintains AT&T Business Voice over IP (VoIP) Service.

(*) = not available with MPLS PNT
 ICB = available only on an Individual Case Basis.
 N/A = Not Available

**Section I: AT&T Managed Internet Service
 Access Bandwidth -**

Table 1: Tiered T-1, NxT-1, E-1 And Frame - Flat Rate Billing Option

Access Method	Speed	MIS Monthly Service Fee List Price	MIS w/ Managed Router Monthly Service Fee List Price	MIS w/ Managed Router Option 2 Monthly Service Fee List Price	Discount
N/A	56/64 Kbps	\$190	\$260	N/A	N/A
T-1	128 Kbps	\$225	\$295	\$285	N/A
T-1	256 Kbps	\$280	\$350	\$340	N/A
T-1	384 Kbps	\$335	\$405	\$395	N/A
T-1	512 Kbps	\$390	\$460	\$450	N/A
T-1	768 Kbps	\$410	\$480	\$470	N/A
T-1 – Frame*	1024 Kbps	\$425	\$495	\$485	N/A
T-1	T-1	\$470	\$540	\$530	N/A
E-1*	E-1	\$470	\$540	N/A	N/A
2xT-1	3 Mbps	\$850	\$1,145	N/A	N/A
3xT-1	4.5 Mbps	\$1,100	\$1,395	N/A	N/A
4xT-1	6 Mbps	\$1,250	\$1,545	N/A	N/A
5xT-1	7.5 Mbps	\$1,480	\$2,360	N/A	N/A
6xT-1	9 Mbps	\$1,715	\$2,595	N/A	N/A
7xT-1	10.5 Mbps	\$1,915	\$2,795	N/A	N/A
8xT-1	12 Mbps	\$2,190	\$3,070	N/A	N/A

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Table 2: – MIS N x 10 Gig Ethernet - Flat Rate Billing Option

Speed	MIS Monthly Service Fee List Price	Discount
2x -10.0 Gbps	\$1,500,000	N/A
3x -10.0 Gbps	\$2,220,000	N/A
4x -10.0 Gbps	\$2,920,000	N/A

v.6.1.09

Table 3: Burstable T-1

Discount: : N/A

Sustained Usage	Undiscounted MIS Monthly Service Fee	Undiscounted MIS w/Managed Router Monthly Service Fee	Undiscounted MIS w/Managed Router Option 2 Monthly Service Fee
up to 128kbps	\$270	\$340	\$330
128.01 - 256 Kbps	\$340	\$410	\$400
256.01 - 384 Kbps	\$405	\$475	\$465
384.01 - 512 Kbps	\$470	\$540	\$530
512.01 Kbps - 1,544 Mbps	\$565	\$635	\$625

v.2.3.06

ATM*	3 Mbps	\$850	\$1,145	\$1,100
ATM*	4 Mbps	\$1,075	\$1,370	\$1,325
ATM*	5 Mbps	\$1,125	\$1,420	\$1,375
ATM*	6 Mbps	\$1,250	\$1,545	\$1,500
ATM*	7 Mbps	\$1,415	\$2,295	\$2,000
ATM*	8 Mbps	\$1,565	\$2,445	\$2,150
ATM*	9 Mbps	\$1,715	\$2,595	\$2,300
ATM*/T-3	10 Mbps	\$1,840	\$2,720	\$2,425
ATM*/T-3	15 Mbps	\$2,465	\$3,345	\$3,050
ATM*/T-3	20 Mbps	\$3,090	\$3,970	\$3,675
ATM*/T-3	25 Mbps	\$3,725	\$4,605	\$4,310
ATM*/T-3	30 Mbps	\$4,350	\$5,230	\$4,935
ATM*/T-3	35 Mbps	\$4,990	\$5,870	\$5,575
ATM*/T-3	40 Mbps	\$5,615	\$6,495	\$6,200
T-3	45 Mbps	\$6,250	\$7,130	\$6,835

v.2.3.06

Table 4: DNS Services

Option	Monthly Service Fee
Additional Primary DNS (available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data)	\$100 per DNS increment
Additional Secondary DNS (available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data)	\$100 per DNS increment

v.07.01.04

Table 5: ATM And Tiered T-3

Discount: N/A

Access Method	Speed	MIS Monthly Service Fee List Price	MIS w/Managed Router Monthly Service Fee List Price	MIS w/Managed Router Option 2 Monthly Service Fee List Price
ATM*	2 Mbps	\$590	\$885	\$840

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Table 6: Burststable T-3

Discount: N/A

Sustained Usage	Undiscounted MIS Monthly Service Fee	Undiscounted MIS w/Managed Router Monthly Service Fee	Undiscounted MIS w/Managed Router Option 2 Monthly Service Fee
up to 6.0 Mbps	\$1,515	\$1,810	\$1,765
6.01 - 7.5 Mbps	\$1,790	\$2,670	\$2,375
7.51 - 9.0 Mbps	\$2,065	\$2,945	\$2,650
9.01 - 10.5 Mbps	\$2,290	\$3,170	\$2,875
10.51 - 12.0 Mbps	\$2,515	\$3,395	\$3,100
12.01 - 13.5 Mbps	\$2,740	\$3,620	\$3,325
13.51 - 15.0 Mbps	\$2,965	\$3,845	\$3,550
15.01 - 16.5 Mbps	\$3,150	\$4,030	\$3,735
16.51 - 18.0 Mbps	\$3,340	\$4,220	\$3,925
18.01 - 19.5 Mbps	\$3,525	\$4,405	\$4,110
19.51 - 21.0 Mbps	\$3,715	\$4,595	\$4,300
21.01 - 45.0 Mbps	\$7,515	\$8,395	\$8,100

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Table 7: Flexible Bandwidth Billing Option - Burststable T-3

Discount applied to MIS, MIS w/Managed Router, & MIS w/Managed Router Option 2: N/A			Incremental Usage Fee Discount: N/A	
Tiered Bandwidth Minimum Commitment	MIS Undiscounted Monthly Fee	MIS w/Managed Router Undiscounted Monthly Fee	MIS w/Managed Router Option 2 Undiscounted Monthly Fee	Undiscounted Incremental Usage Fee Per Mbps
2 Mbps	\$590	\$885	\$840	\$355
3 Mbps	\$850	\$1,145	\$1,100	\$340
4 Mbps	\$1,075	\$1,370	\$1,325	\$325
5 Mbps	\$1,125	\$1,420	\$1,375	\$270
6 Mbps	\$1,250	\$1,545	\$1,500	\$250
7 Mbps	\$1,415	\$2,295	\$2,000	\$245
8 Mbps	\$1,565	\$2,445	\$2,150	\$235
9 Mbps	\$1,715	\$2,595	\$2,300	\$230
10 Mbps	\$1,840	\$2,720	\$2,425	\$225
15 Mbps	\$2,465	\$3,345	\$3,050	\$200
20 Mbps	\$3,090	\$3,970	\$3,675	\$190
25 Mbps	\$3,725	\$4,605	\$4,310	\$180
30 Mbps	\$4,350	\$5,230	\$4,935	\$175
35 Mbps	\$4,990	\$5,870	\$5,575	\$175
40 Mbps	\$5,615	\$6,495	\$6,200	\$170
45 Mbps	\$6,250	\$7,130	\$6,835	N/A

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Table 8: MIS Access Redundancy Option (MARO) - Burststable T-1 with Shadow Billing Option

Discount: N/A

Sustained Usage	MIS w/Managed Router Undiscounted Monthly Service Fee	MIS w/Managed Router Option 2 Undiscounted Monthly Service Fee
Up to 56 Kbps For MARO Redundant Link Service Only (Shadow Billing)	\$170	\$160
up to 128kbps	\$340	\$330
128.01 - 256 Kbps	\$410	\$400
256.01 - 384 Kbps	\$475	\$465
384.01 - 512 Kbps	\$540	\$530
512.01 Kbps - 1.544 Mbps	\$635	\$625

v.2.20.06

Table 9: MARO Burststable T-3 with Shadow Billing Option

Discount: N/A

Sustained Usage	MIS w/Managed Router Monthly Service Fee	MIS w/Managed Router Option 2 Monthly Service Fee
Up to 56 Kbps For MARO Redundant Link Service Only (Shadow Billing)	\$800	\$790
up to 6.0 Mbps	\$1,810	\$1,765
6.01 - 7.5 Mbps	\$2,670	\$2,375
7.51 - 9.0 Mbps	\$2,945	\$2,650
9.01 - 10.5 Mbps	\$3,170	\$2,875
10.51 - 12.0 Mbps	\$3,395	\$3,100
12.01 - 13.5 Mbps	\$3,620	\$3,325
13.51 - 15.0 Mbps	\$3,845	\$3,550
15.01 - 16.5 Mbps	\$4,030	\$3,735
16.51 - 18.0 Mbps	\$4,220	\$3,925
18.01 - 19.5 Mbps	\$4,405	\$4,110
19.51 - 21.0 Mbps	\$4,595	\$4,300
21.01 - 45.0 Mbps	\$8,395	\$8,100

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Table 10: MARO Features - Monthly Service Fees

Option	Monthly Service Fee List Price	Service Component Discount
Alternate Backbone Node Option - additional charges via Private Line, per Service Component	T-1: \$500	N/A
	NxT1: \$500 per T-1	
	T3: \$5,000	
	OC-3 \$12,000	
CPE Redundant Configuration Option - Per Service Component	T-1: \$120	N/A
	NxT-1: \$350	
	T3: \$540	
	OC-3: \$2,435	
Backbone Node Redundancy Option - additional charges via Private Line, per Redundant Link	\$500 per T-1 Redundant Link	N/A
	\$5,000 per T-3 Redundant Link	
	\$12,000 per OC-3 Redundant Link	
Outbound Load Balancers (2) (Dual Managed Customer Routers)	T1 & Nxt1: \$350	N/A
	T3 & OC3: \$875	

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Table 11: MIS and MARO Features - Installation Fees (ICB Only)

Discount: 0.0 %

Option	Undiscounted Installation Fee List Price MIS, MIS w/Managed Router, & MIS w/ Managed Router Option 2
MARO - Outbound Load Balancers (2) (Dual Managed Customer Routers)	\$1000

v.2.6.06

Table 12: MIS Tele – Installation

Discount: 100.0 %

MIS Speed	Undiscounted MIS	Undiscounted MIS w/ Managed Router	Undiscounted MIS w/ Managed Router Option 2
56 Kbps	\$1,000	\$1,000	\$1,000
128 Kbps - 1.5 Mbps	\$1,000	\$1,000	\$1,000
NxT-1	\$2,500	\$2,500	\$2,500
Tiered/Full T-3	\$5,000	N/A	N/A
Tiered OC-3, OC-12, OC-48	\$10,000	N/A	N/A
Ethernet	\$1,500	\$1,500*	N/A
10 Gig Ethernet	\$10,000	\$10,000**	\$10,000**

*Available for MIS speeds of 100 Mbps and below and with electrical interfaces only.

** Subject to availability v.10.01.08

Table 13: On-Site Installation

Discount: 0.0 %

MIS Speed	Undiscounted MIS w/ Managed Router Only	Undiscounted MIS w/ Managed Router Option 2 Only
56 Kbps	\$999	\$999
128 Kbps - 1.5 Mbps	\$999	\$999
NxT-1	\$999	\$999
Tiered/Full T-3	\$1,000	\$1,000
Tiered OC-3, OC-12, OC-48	\$10,000	\$10,000
Ethernet	\$1,500	N/A

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Table 14: ATM and Tiered OC-3 (ICB Only)*

Discount: N/A

Speed	Undiscounted MIS Monthly Service Fee	Undiscounted MIS w/Managed Router Monthly Service Fee	Undiscounted MIS w/Managed Router Option 2 Monthly Service Fee
2 Mbps	\$590	\$885	\$840
3 Mbps	\$850	\$1,145	\$1,100
4 Mbps	\$1,075	\$1,370	\$1,325
5 Mbps	\$1,125	\$1,420	\$1,375
6 Mbps	\$1,250	\$1,545	\$1,500
7 Mbps	\$1,415	\$2,295	\$2,000
8 Mbps	\$1,565	\$2,445	\$2,150
9 Mbps	\$1,715	\$2,595	\$2,300
10 Mbps	\$1,840	\$2,720	\$2,425
15 Mbps	\$2,465	\$3,345	\$3,050
20 Mbps	\$3,090	\$3,970	\$3,675
25 Mbps	\$3,725	\$4,605	\$4,310
30 Mbps	\$4,350	\$5,230	\$4,935
35 Mbps	\$4,990	\$5,870	\$5,575
40 Mbps	\$5,615	\$6,495	\$6,200
60 Mbps	\$7,825	\$9,005	\$8,450
155 Mbps (not available with ATM)	\$17,800	\$18,980	\$18,425

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Table 15: Burstable OC-3 (ICB Only)

Discount: N/A

Sustained Usage	Undiscounted MIS Monthly Service Fee	Undiscounted MIS w/Managed Router Monthly Service Fee	Undiscounted MIS w/Managed Router Option 2 Monthly Service Fee
Up to 35.0 Mbps	\$5,990	\$6,870	\$6,575
35.01 to 45.0 Mbps	\$7,515	\$8,395	\$8,100
45.01 to 55.0 Mbps	\$8,765	\$9,945	\$9,390
55.01 to 65.0 Mbps	\$10,025	\$11,205	\$10,650
65.01 to 75.0 Mbps	\$11,290	\$12,470	\$11,915
75.01 to 85.0 Mbps	\$12,550	\$13,730	\$13,175
85.01 to 100.0 Mbps	\$14,440	\$15,620	\$15,065
100.01 to 125.0 Mbps	\$17,590	\$18,770	\$18,215
125.01 to 155.0 Mbps	\$21,365	\$22,545	\$21,990

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Table 16: Flexible Bandwidth Billing Option - Burstable OC-3 (ICB Only)

Discount applied to MIS, MIS w/Managed Router, & MIS w/ Managed Router Option 2: N/A				Incremental Usage Fee Discount: N/A
Tiered Bandwidth Minimum Commitment	Undiscounted MIS Monthly Fee	Undiscounted MIS with Managed Router Monthly Fee	Undiscounted MIS with Managed Router Option 2 Monthly Fee	Undiscounted Incremental Usage Fee Per Mbps
35 Mbps	\$4,990	\$5,870	\$5,575	\$175
40 Mbps	\$5,615	\$6,495	\$6,200	\$170
45 Mbps	\$6,250	\$7,130	\$6,835	\$170
60 Mbps	\$7,825	\$9,005	\$8,450	\$160
70 Mbps	\$8,875	\$10,055	\$9,500	\$155
80 Mbps	\$9,925	\$11,105	\$10,550	\$150
90 Mbps	\$10,975	\$12,155	\$11,600	\$150
100 Mbps	\$12,025	\$13,205	\$12,650	\$145
120 Mbps	\$14,125	\$15,305	\$14,750	\$145
144 Mbps	\$16,225	\$17,405	\$16,850	\$140
155 Mbps	\$17,800	\$18,980	\$18,425	N/A

v.2.3.06

Table 17: Tiered OC-12 (ICB Only)

Discount: N/A

Speed	Undiscounted MIS Monthly Service Fee	Undiscounted MIS w/Managed Router Monthly Service Fee
622 Mbps	\$50,700	\$52,505

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Table 18: Burstable OC-12 (ICB Only)

Discount: N/A

Speed	Undiscounted MIS Monthly Service Fee	Undiscounted MIS w/Managed Router Monthly Service Fee
Up to 75.0 Mbps	\$11,290	\$12,470
75.01 to 150.0 Mbps	\$18,750	\$19,930
150.01 to 225.0 Mbps	\$26,215	\$27,395
225.01 to 300.0 Mbps	\$33,665	\$35,470
300.01 to 375.0 Mbps	\$40,040	\$41,845
375.01 to 450.0 Mbps	\$46,415	\$48,220
450.01 to 525.0 Mbps	\$52,715	\$54,520
525.01 to 622.0 Mbps	\$60,850	\$62,655

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Table 19: Flexible Bandwidth Billing Option - Burstable OC-12 (ICB Only)

Discount applied to MIS & MIS w/Managed Router: N/A			Incremental Usage Fee Discount: N/A
Tiered Bandwidth Minimum Commitment	Undiscounted MIS Monthly Fee	Undiscounted MIS with Managed Router Monthly Fee	Undiscounted Incremental Usage Fee Per Mbps
70 Mbps	\$8,875	\$10,055	\$155
80 Mbps	\$9,925	\$11,105	\$150
90 Mbps	\$10,975	\$12,155	\$150
100 Mbps	\$12,025	\$13,205	\$145
120 Mbps	\$14,125	\$15,305	\$145
144 Mbps	\$16,225	\$17,405	\$140
155 Mbps	\$17,800	\$18,980	\$140
200 Mbps	\$20,975	\$22,780	\$130
250 Mbps	\$24,515	\$26,320	\$120
300 Mbps	\$28,050	\$29,855	\$115
350 Mbps	\$31,600	\$33,405	\$110
400 Mbps	\$35,140	\$36,945	\$110
450 Mbps	\$38,675	\$40,480	\$105
500 Mbps	\$42,215	\$44,020	\$105
550 Mbps	\$45,750	\$47,555	\$100
600 Mbps	\$49,290	\$51,095	\$100
622 Mbps	\$50,700	\$52,505	N/A

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Table 20: Tiered OC-48 (ICB Only)

Discount: N/A

Speed	Undiscounted MIS Monthly Service Fee	Undiscounted MIS w/Managed Router Monthly Service Fee
2.5 Gbps	\$196,000	\$199,055

v.2.3.06

Table 21: Burstable OC-48 (ICB Only)

Discount: N/A

Sustained Usage	Undiscounted MIS Monthly Service Fee	Undiscounted MIS w/Managed Router Monthly Service Fee
Up to 1250 Mbps	\$121,500	\$124,555
1251 to 1350 Mbps	\$130,975	\$134,030
1351 to 1450 Mbps	\$140,450	\$143,505
1451 to 1550 Mbps	\$149,925	\$152,980
1551 to 1650 Mbps	\$159,400	\$162,455
1651 to 1750 Mbps	\$168,875	\$171,930
1751 to 1850 Mbps	\$178,350	\$181,405
1851 to 1950 Mbps	\$187,825	\$190,880
1951 to 2050 Mbps	\$197,300	\$200,355
2051 to 2150 Mbps	\$206,775	\$209,830
2151 to 2250 Mbps	\$216,250	\$219,305
2251 to 2350 Mbps	\$225,725	\$228,780
2351 to 2450 Mbps	\$235,200	\$238,255

v.2.3.06

Table 22: Flexible Bandwidth Billing Option - Burstable OC-48 (ICB Only)

Discount applied to MIS & MIS w/Managed Router: N/A			Incremental Usage Fee Discount: N/A
Tiered Bandwidth Minimum Commitment	Undiscounted MIS Monthly Fee	Undiscounted MIS with Managed Router Monthly Fee	Undiscounted Incremental Usage Fee Per Mbps
600 Mbps	\$49,290	\$51,095	\$100
622 Mbps	\$50,700	\$52,505	\$100
700 Mbps	\$56,365	\$58,170	\$100
800 Mbps	\$63,440	\$65,245	\$100
1250 Mbps	\$101,250	\$104,305	\$100
1550 Mbps	\$125,000	\$128,055	\$100
1850 Mbps	\$148,750	\$151,805	\$100
2150 Mbps	\$172,500	\$175,555	\$100
2450 Mbps	\$196,000	\$199,055	N/A

v.2.3.06

Table 23: Flexible Bandwidth Billing Option - Ethernet

Discount applied to MIS & MIS w/Managed Router: 40.0 %			Incremental Usage Fee Discount: 40.0 %
Tiered Bandwidth Minimum Commitment	MIS Undiscounted Monthly Fee	MIS with Managed Router Undiscounted Monthly Fee	Undiscounted Incremental Usage Fee Per Mbps
0.5 Mbps	\$390	\$460	\$940
1.0 Mbps	\$425	\$495	\$510
1.5 Mbps	\$470	\$540	\$380
2 Mbps	\$590	\$885	\$355
3 Mbps	\$850	\$1,145	\$340
4 Mbps	\$1,075	\$1,370	\$325
5 Mbps	\$1,125	\$1,420	\$270
6 Mbps	\$1,250	\$1,545	\$250
7 Mbps	\$1,415	\$2,295	\$245
8 Mbps	\$1,565	\$2,445	\$235
9 Mbps	\$1,715	\$2,595	\$230
10 Mbps	\$1,840	\$2,720	\$225
15 Mbps	\$2,465	\$3,345	\$200
20 Mbps	\$3,090	\$3,970	\$190
25 Mbps	\$3,725	\$4,605	\$180
30 Mbps	\$4,350	\$5,230	\$175
35 Mbps	\$4,990	\$5,870	\$175
40 Mbps	\$5,615	\$6,495	\$170
45 Mbps	\$6,250	\$7,130	\$170
50 Mbps	\$6,770	\$7,815	\$165
60 Mbps	\$7,825	\$9,005	\$160
70 Mbps	\$8,875	\$10,055	\$155
75 Mbps	\$9,410	\$10,595	\$155
80 Mbps	\$9,925	\$11,105	\$150
90 Mbps	\$10,975	\$12,155	\$150
100 Mbps	\$12,025	\$13,205	\$145
120 Mbps	\$14,125	\$15,305	\$145
144 Mbps	\$16,225	\$17,405	\$140
150 Mbps	\$17,065	\$18,250	\$140
155 Mbps	\$17,800	\$18,980	\$140
200 Mbps	\$20,975	\$22,780	\$130
250 Mbps	\$24,515	\$26,320	\$120
300 Mbps	\$28,050	\$29,855	\$115
350 Mbps	\$31,600	\$33,405	\$110
400 Mbps	\$35,140	\$36,945	\$110
450 Mbps	\$38,675	\$40,480	\$105
500 Mbps	\$42,215	\$44,020	\$105
550 Mbps	\$45,750	\$47,555	\$100
600 Mbps	\$49,290	\$51,095	\$100
622 Mbps	\$50,700	\$52,505	\$100
700 Mbps	\$56,365	\$58,170	\$100
800 Mbps (ICB)	\$63,440	\$65,245	\$100
900 Mbps (ICB)	\$70,875	\$73,930	\$100
1000 Mbps (ICB)	\$78,250	\$81,305	N/A

v.10.01.08

Table 24: Flexible Bandwidth Billing Option – MIS 10 Gig Ethernet

Discount applied to MIS: N/A		Incremental Usage Fee Discount: N/A
Tiered Bandwidth Minimum Commitment	MIS Undiscounted Monthly Fee	Undiscounted Incremental Usage Fee Per Mbps
.5 Gbps	\$42,215	\$84.43
1.0 Gbps	\$78,250	\$78.25
1.5 Gbps	\$119,625	\$79.75
2.0 Gbps	\$161,000	\$80.50
2.5 Gbps	\$196,000	\$80.25
3.0 Gbps	\$240,000	\$80.00
3.5 Gbps	\$279,125	\$79.75
4.0 Gbps	\$318,000	\$79.50
4.5 Gbps	\$356,625	\$79.25
5.0 Gbps	\$390,000	\$78.00
5.5 Gbps	\$433,125	\$78.75
6.0 Gbps	\$471,000	\$78.50
6.5 Gbps	\$508,625	\$78.25
7.0 Gbps	\$539,000	\$77.00
7.5 Gbps	\$583,125	\$77.75
8.0 Gbps	\$620,000	\$77.50
8.5 Gbps	\$656,625	\$77.25
9.0 Gbps	\$684,000	\$76.00
9.5 Gbps	\$719,625	\$75.75
10.0 Gbps	\$755,000	\$75.50

v.10.01.08

Table 25: Class Of Service Option - Tiered T-1, T-3 and Burstable Service - Monthly Service Fees

Discount: N/A	
Speed	Class of Service Monthly Fee – List Price (w/ or w/out Managed Router, including Managed Router Option 2, except as indicated)
56 Kbps†	\$225
128 Kbps†	\$225
256 Kbps†	\$225
384 Kbps†	\$225
512 Kbps†	\$225
768 Kbps	\$225
1024 Kbps*	\$225
1.5 Mbps	\$225
2xT-1 (3 Mbps)	\$225
3xT-1 (4.5 Mbps)	\$225
4xT-1 (6 Mbps)	\$225
5xT-1 (7.5 Mbps)	\$225
6xT-1 (9 Mbps)	\$225
7xT-1 (10.5 Mbps)	\$225
8xT-1 (12 Mbps)	\$225

CSM110401114451

10 Mbps	\$825
15 Mbps	\$1,075
20 Mbps	\$1,325
25 Mbps	\$1,575
30 Mbps	\$1,825
35 Mbps	\$2,100
40 Mbps	\$2,350
45 Mbps	\$2,750
155 Mbps‡	\$2,750

(†) no real-time class available

(‡) unmanaged only

v.6.1.06

Table 26: Class Of Service Option - Flexible Bandwidth Billing Option - Monthly Service Fees
Discount: N/A

Speed	Undiscounted MIS w/ or w/out Managed Router including Managed Router Option 2 Monthly Service Fee *
Up to 1.5 Mbps	\$225
2.0 Mbps	\$285
2.01 - 3.0 Mbps	\$360
3.01 - 4.0 Mbps	\$435
4.01 - 5.0 Mbps	\$510
5.01 - 6.0 Mbps	\$575
6.01 - 7.0 Mbps	\$640
7.01 - 8.0 Mbps	\$705
8.01 - 9.0 Mbps	\$765
9.01 to 10.0 Mbps	\$825
10.01 to 15.0 Mbps	\$1,075
15.01 - 20.0 Mbps	\$1,325
20.01 - 25.0 Mbps	\$1,575
25.01 - 30.0 Mbps	\$1,825
30.01 - 35.0 Mbps	\$2,100
35.01 - 40.0 Mbps	\$2,350
40.01 - 45.0 Mbps	\$2,750
45.01 – 155 Mbps	\$5,000
200 - 250 Mbps	\$5,400
300 - 350 Mbps	\$5,800
400 - 600 Mbps	\$6,200
622 Mbps	\$7,000
700 – 1000 Mbps	\$7,800
1.5 Gbps	\$7,900
2.0 Gbps	\$8,000
2.5 Gbps	\$8,100
3.0 Gbps	\$8,200
3.5 Gbps	\$8,300
4.0 Gbps	\$8,400
4.5 Gbps	\$8,500
5.0 Gbps	\$8,600
5.5 Gbps	\$8,700
6.0 Gbps	\$8,800
6.5 Gbps	\$8,900
7.0 Gbps	\$9,000
7.5 Gbps	\$9,100
8.0 Gbps	\$9,200
8.5 Gbps	\$9,300
9.0 Gbps	\$9,400
9.5 Gbps	\$9,500
10.0 Gbps	\$9,600

*Subject to availability
v.10.01.08

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Table 27: Class Of Service Option - Installation Fees

Discount: N/A

Class of Service Undiscounted Installation Fee	\$1,000
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v.2.3.06

Table 28: MIS+NCS Option (ICB Only)

Discount: N/A

Feature	Undiscounted Monthly Service Fee MIS Only
MIS + NCS Site License Fee (3 yr)	\$1,200
MIS + NCS Site License Fee (5 yr)	\$1,050
MIS + NCS Tier 1 Support	\$100

v.04.29.02

Table 29: MIS + NCS Installation Fees (ICB Only)
Discount: 0.0 %

Feature	Undiscounted Installation Fee List Price MIS
MIS + NCS Site Preparation Fee	\$2,500

v.2.3.06

Table 30: MPLS PNT Feature

Discount: N/A

Access Method	Speed	Undiscounted Monthly Service Fee MIS, MIS w/Managed Router, and MIS w/ Managed Router Option 2
Private Line Fractional T-1 (56K – 768K)**	Fractional T-1 (56K – 768K)**	\$200
Private Line NxT-1 (2 through 8)	Private Line NxT-1 (3 Mbps – 12 Mbps)	\$200
Private Line T1	T-1 (1.54 Mbps)	\$200
Private Line T3	2 Mbps (Hi-Cap Flex T3)	\$1,000
Private Line T3	3 Mbps (Hi-Cap Flex T3)	\$1,000
Private Line T3	4 Mbps (Hi-Cap Flex T3)	\$1,000
Private Line T3	5 Mbps (Hi-Cap Flex T3)	\$1,000
Private Line T3	6 Mbps (Hi-Cap Flex T3)	\$1,000
Private Line T3	7 Mbps (Hi-Cap Flex T3)	\$1,000
Private Line T3	8 Mbps (Hi-Cap Flex T3)	\$1,000
Private Line T3	9 Mbps (Hi-Cap Flex T3)	\$1,000
Private Line T3	10 Mbps (Hi-Cap Flex T3)	\$1,000
Private Line T3	15 Mbps (Hi Cap Flex T3 or Fractional T3)	\$1,000
Private Line T3	20 Mbps (Hi-cap Flex T3, or Fractional T3)	\$2,000
Private Line T3	25 Mbps (Hi-cap Flex T3, or Fractional T3)	\$2,000
Private Line T3	30 Mbps (Hi-cap Flex T3, or Fractional T3)	\$2,000
Private Line T3	35 Mbps (Hi-cap Flex T3, or Fractional T3)	\$2,000
Private Line T3	40 Mbps (Hi-cap Flex T3, or Fractional T3)	\$2,000
Private Line T3	45 Mbps (Full T3)	\$2,000
Private Line T3	6-45 Mbps (Burstable T3)	\$2,000
Private Line OC3	OC-3 (35-155 Mbps) Flat rate, Burstable, or Hi-Cap flex	\$5,000
Private Line OC12	OC-12 (70-622 Mbps) Flat rate, Hi-Cap Flex, or Burstable	\$10,000
Private Line OC48	OC-48 (600-2500 Mbps) Flat rate, Hi-Cap Flex or Burstable	\$20,000
Ethernet	512Kbps - 1.5 Mbps	\$200
Ethernet	2 - 15 Mbps	\$1,000
Ethernet	15.01 – 45 Mbps	\$2,000
Ethernet	45.01 - 155 Mbps	\$5,000
Ethernet	155.01 - 622 Mbps	\$10,000
Ethernet	622.01 - 1000 Mbps	\$20,000

** (1024K not available with MPLS PNT)
v.10.12.07

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Table 31: MPLS PNT UniLink Feature

Discount: N/A

Access Method	Speed	Undiscounted Monthly Service Fee MIS PNT and MIS PNT with Managed Router
Private Line T-1	T-1 (1.54 Mbps) Burstable T1	\$200
Private Line T-3	2- 45 Mbps (Flat Rate, Hi-Cap Flex or Burstable T3)	\$2,000
Private Line OC-3	OC-3 (35-155 Mbps) Flat rate, Burstable, or Hi-Cap flex	\$5,000
Private Line OC-12	OC-12 (70-622 Mbps) Flat rate, Hi-Cap Flex, or Burstable	\$10,000
Private Line OC-48	OC-48	\$20,000
Ethernet	512 Kbps – 1.5 Mbps	\$200
Ethernet	2 - 45 Mbps	\$2,000
Ethernet	45.01-155 Mbps	\$5,000
Ethernet	155.01-622 Mbps	\$10,000
Ethernet	622.01-1000 Mbps	\$20,000

v.10.12.07

Table 32: MultiCast Monthly Service Fee

N/A

MultiCast Monthly Service Fee	ICB
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Table 33: MultiCast Installation

N/A

MultiCast Installation Fee	ICB
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Section II: AT&T Business in a BoxSM

Table 1: Service Component Replacement – Next Business Day Shipped (5x8) Monthly Charges

Discount: N/A

Service Component/Device	Undiscounted Monthly Service Charge
Base Unit 12 Port	\$50
Base Unit 24 Port	\$70
8 Port POE Add-On	\$30
24 Port POE Add-On	\$75
8 Port Analog Module Add-On	\$35

v.5.14.09

Table 2: On-Site Maintenance (24X7X4) Monthly Charges

Discount: N/A

Option	Undiscounted Monthly Service Charge
Base Unit 12 Port	\$75

Base Unit 24 Port	\$95
8 Port POE Add-On	\$35
24 Port POE Add-On	\$85
8 Port Analog Module Add-On	\$40

v.5.14.09

Table 3: Life-Cycle Management Charges - Service Charges

Discount: N/A

Per Site / Per Occurrence during Standard Business Hours (Monday- Friday, 8:00 am- 5:00 pm, local time)	Undiscounted Service Charge List Price
Move, Addition, Change to Service	\$260
Delete Service	\$500

v. 5.14.09

Table 4: Class Of Service Option - when ordered with AT&T BVoIP Services only

Discount: 100%

Class of Service Monthly Service Fee	\$225
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v.1.9.09

Section III: Additional Service Fees

Moving Fee (during hours)	\$1,000 per location
Additional Moving Fee (outside standard operating hours – 8:00 a.m. to 5:00 p.m. Monday through Friday)	Additional \$500 per location

v.07/01/04

Section IV: Local Access Pricing

NPA/ NXX	Location	Access Bandwidth	Local Access Non-Recurring Charge	Local Access Net Monthly Recurring Charge
956-316	Edinburg, TX	Ethernet 10Mbps	\$ 1630.00	\$ 954.56



AT&T CUSTOMER SITE PREPARATION REQUIREMENTS OPT-E-MAN® & CSME INSTALLATION

AT&T strives to provide a smooth and successful installation experience for our customers. We will do all that we can to ensure the project is completed on time and exceeds our Customer's expectations. Experience shows that Customer Site Preparation issues are a **frequent cause of major installation delays**. The important requirements detailed in this document need to be completed according to project schedule to **avoid the risk that the project will be delayed**. Close coordination and effective communication between the Customer and AT&T will be critical to ensuring the OPT-E-MAN / CSME service will be available when needed.

Note: Additional requirements pertaining to Layer 2 / Layer 3 data formatting and customer equipment configurations are provided in the document:

OPT-E-MAN / CSME Customer Data Format Requirements

The following is a high-level check list of the requirements in this document. Project team should use this checklist to ensure steps are completed on time.

Customer Name: County of Hidalgo			
Site 1 Address: 100 N. Closner Blvd., Edinburg, TX. 78539			
Site 1 Contact: Renán Ramirez		Contact Phone: 956-292-7010	
Requirement		Scheduled Complete	Actual Complete
1) Room Location Approved (meets environment, accessibility and security requirements)			
2) Conduit/Path from property line to equipment location available			
3) Adequate space (wall mount or 19" / 23" rack) identified			
4) If rack mounted, confirm rack is acceptable.			
5) Power requirements: normally one dedicated fused/breaker, 15 amps, properly grounded, 3 prong 110V AC outlet located within 6' of the NTE			
6) Proper grounding arrangement available			
7) Cable supporting structure (cable rack or metallic EMT conduit)			
8) Contacts and restrictions			

Site 2 Address:			
Site 2 Contact:		Contact Phone:	
Requirement		Scheduled Complete	Actual Complete
1) Room Location Approved (meets environment, accessibility and security requirements)			
2) Conduit/Path from property line to equipment location available			
3) Adequate space (19" / 23" rack or wall mount) identified			
4) If rack mounted, confirm rack is acceptable.			
5) Power requirements: normally one dedicated fused/breaker, 15 amps, properly grounded, 3 prong 110V AC outlet located within 6' of the NTE			
6) Proper grounding arrangement available			
7) Cable supporting structure (cable rack or metallic EMT conduit)			
8) Contacts and restrictions			

Note: If project includes more than 2 sites, use additional sheet found at end of document.

AT&T CUSTOMER SITE PREPARATION REQUIREMENTS OPT-E-MAN® & CSME INSTALLATION DETAILED GUIDELINES

Section 1) Room Selection:

OPT-E-MAN will be terminated at the existing Demarcation Point (DP) which marks the endpoint of the AT&T service via a Network Interface Device (NID). If none exists, or if the existing DP is not suitable to Optical Network Terminating Equipment (NTE), a new optical DP will be established for the property in conjunction with AT&T Engineering and applicable regulations pertaining to "Minimum Point of Entry" (MPOE), which is the place where AT&T Telco services are first terminated within the property. For OPT-E-MAN, the NID will be an RJ-45 for 10/100 Mbps connections or a fiber patch panel for 1Gbps connections. The NID will be installed at the established optical Demarcation Point (DP) at the customer's premises.

New construction only: If the equipment is being placed during a period of new or scheduled construction, the AT&T engineer will determine if the location is suitable during the initial site inspection. Following completion of construction and prior to placement of the NTE, a final inspection will be required to confirm site readiness.

Section 2) Conduit / Path from Property Line to Demarcation Point:

Optical Services are normally connected from the property line to the building's "Minimum Point of Entry" (MPOE) via an underground conduit facility. All conduits on the building's property are "subscriber conduit" and are the responsibility of the property owner to maintain and repair. Site installation work cannot begin until space within an acceptable conduit has been established between the property line and the DP. AT&T shall place inner duct/fiber liner within this section.

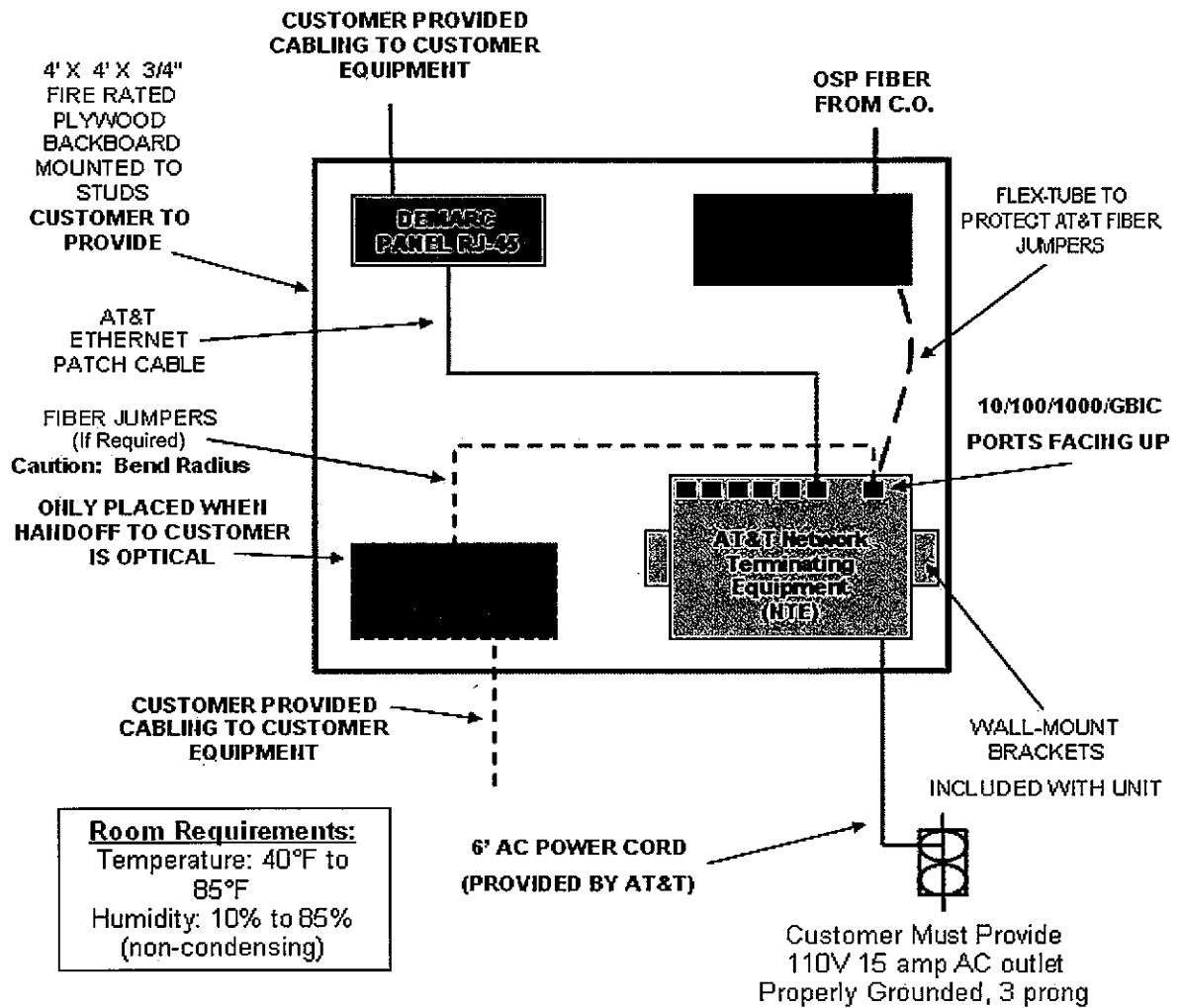
If the Optical Dmarc is not within the MPOE, the customer is responsible for providing the path between the MPOE and the proposed location. The conduit shall be a minimum 2" EMT type with a hard plastic corrugated inner duct with pull rope through which the fiber will be placed. The size of the conduit will be dependent on the future growth of the customer. Paths longer than 300' or with two or more 90 degree turns will require a pull box (12"x12"X18" minimum).

Section 3) Space Requirements:

OPT-E-MAN / CSME services include AT&T owned and operated Network Terminal Equipment (NTE) located at the customer dmarc location. Adequate space, power and environment conditions must be provided by the Customer.

The preferred method of installing the NTE is to mount the unit on a customer provided plywood backboard as depicted in the following "Wall Mount Diagram".

Wall Mount Diagram:



AT&T recommends the wall mount option as the optimal deployment method, saving space in the customer's premises. If a Wall Mount deployment is planned, skip to Section 5.

Section 4) Rack Information and Options:

Wall mounted installation is recommended based on the small size of OPT-E-MAN NTE. If the customer prefers the equipment to be floor rack mounted, the first preference is to use a customer provided rack. The customer rack must be of suitable strength and quality for the site earthquake risk factor and able to support the intended equipment weight and must be installed in a method that meets minimum standards for secure operation. Where necessary, AT&T can provide a rack for mounting the OPT-E-MAN / CSME NTE. The choice for equipment placement should be decided before the order is placed and will be subject to confirmation following a site visit by an authorized AT&T engineer.

If a rack is deemed appropriate the local engineer will review the customer proposed rack arrangement with the customer to ensure the requirements below will be met.

If this project will use the wall mount method or will require a standard AT&T provided rack dedicated to OPT-E-MAN equipment, you do not need to read further in this section, skip to Section 5.

OPT-E-MAN & CSME NTE Sharing Rack with Equipment

AT&T supports the needs of our customers to maximize their floor / rack space. In cases where the customer requests to deploy equipment for different types of AT&T services within the same rack, or requests the OPT-E-MAN NTE to be deployed in a customer provided rack that contains other customer or provider's equipment, the following caveats shall apply:

Rack quality / installation:

Local engineer (with customer concurrence) confirms:

- a minimum of 36" space is available in the front and rear of the rack, as per building code requirements
- the rack is securely mounted and braced by bolting to the building floor (Raised access floor panel is not building floor) The rack is secured to adjacent frames in lineup to prevent impact between frames.
- the rack meets minimum standards for quality and is sufficient to bear the expected weight of the equipment, including (if necessary) bracing shelves
- Equipment should be placed in the lower half of the frame with heaviest equipment at the lowest location
- If the rack is aluminum constructed, stiffening plates made up of a 12" minimum tall aluminum blank plate secured to the frame uprights should be provided to strengthen the customer's frame; the stiffening plate should be located mid-height of the frame
- 19" rack shall have upright opening minimum 17.80 inches to allow 19" EIA width equipment to be mounted in rack
- Rack shall be positively connected to common ground of all network equipment in building using at minimum #6 conductor and lug to rack
- Mounting hardware such as nut inserts for frame uprights, if required, to be provided by customer
- 1 RU of spacing must be provided above and below the ME3400

Equipment / Power Compatibility:

Local engineer (with customer concurrence) confirms:

- Power supply for each device is adequate and not in conflict
- If the NTE is AC powered, the cord must be physically separated from all signal cabling in the relay rack
- Selected rack configuration shall anticipate future growth for OPT-E-MAN or other services and equipment (if any) installed in the rack; if subsequent work is required to modify the rack arrangement due to customer controlled circumstances, additional charges will apply.
- This option can be used for both AC and DC models of OPT-E-MAN NTE, when the DC power source is customer provided. Requests to install an OPT-E-MAN NTE DC powered shelf into an existing AT&T owned rack of equipment with an AC powered rectifier shelf and battery back-up shall be subject to AT&T 22-state review on a case-by-case basis.

Section 5) Power Requirements:

OPT-E-MAN / CSME uses AC powered NTE which requires one dedicated fused/breaker, 15 amps, 110V AC outlet. This outlet shall be properly grounded (Section 6) with 3 prongs. This receptacle has to be located within 6' of the AT&T NTE equipment.

Section 6) Grounding Requirements:

Relay racks/cabinets must be grounded by placing an exposed #6 or larger grounding wire to the building's ground source. This ground wire will be attached to the closest ground rod (earth ground) or building bus bar available and run to the OPT-E-MAN / CSME location in the room. In addition, the 110V, 15 amps AC outlet must be 3 prong and properly grounded.

Section 7) Cable Supporting Structure:

The customer must provide a cable supporting structure that meets the National Electric Code Standards and may be either a cable rack or a metallic EMT conduit.

Section 8) Contacts & Restrictions:

Customer shall provide the following information at start of project:

1. Contact name and telephone number at building where install is scheduled.
2. Building access information such as parking, unloading zones, elevators and route to work area.
3. Any noise or time restrictions.
4. Any asbestos or hazardous materials present in work area.

The customer shall provide a safe work environment and shall ensure that all customer requirements have been met or will be completed by agreed upon date. Customer will be prepared and have appropriate staff designated to test and accept service on due dates.

Note: Additional requirements pertaining to Layer 2 / Layer 3 data formatting and customer equipment configurations are provided in the document:

OPT-E-MAN / CSME Customer Data Format Requirements

Customers and AT&T Representatives Please Note:

AT&T and Customer are equally interested in a smooth and on-time installation experience. AT&T will negotiate a project schedule with customer to enable service completion as close to customer desired date as possible. HOWEVER, any changes to plans or any delays associated with Site Preparation can have a corresponding impact to service delivery date. For example, if there is a two week delay in making conduit available, there will be at least a two week delay in the overall installation date for that site. The actual delay could be greater than 2 weeks depending on lead time associated with scheduling work.


Prompt and clear communication between AT&T and Customer personnel has been cited by satisfied customers as the key to successful implementation.

Use this sheet for projects with more than 2 sites; assign a site number to each site

Customer Name: _____			
Site # _____		Address: _____	
Site # _____		Contact: _____	
		Contact Phone: _____	
Requirement	Scheduled Complete	Actual Complete	
1) Room Location Approved (meets environment, accessibility and security requirements)			
2) Conduit/Path from property line to equipment location available			
3) Adequate space (19" / 23" rack or wall mount) identified			
4) If rack mounted, confirm rack is acceptable.	sdfsdf		
5) Power requirements: normally one dedicated fused/breaker, 15 amps, properly grounded, 3 prong 110V AC outlet located within 6' of the NTE			
6) Proper grounding arrangement available			
7) Cable supporting structure (cable rack or metallic EMT conduit)			
8) Contacts and restrictions			

Site # _____			
Site # _____		Address: _____	
Site # _____		Contact: _____	
		Contact Phone: _____	
Requirement	Scheduled Complete	Actual Complete	
1) Room Location Approved (meets environment, accessibility and security requirements)			
2) Conduit/Path from property line to equipment location available			
3) Adequate space (19" / 23" rack or wall mount) identified			
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5) Power requirements: normally one dedicated fused/breaker, 15 amps, properly grounded, 3 prong 110V AC outlet located within 6' of the NTE			
6) Proper grounding arrangement available			
7) Cable supporting structure (cable rack or metallic EMT conduit)			
8) Contacts and restrictions			

Site # _____			
Site # _____		Address: _____	
Site # _____		Contact: _____	
		Contact Phone: _____	
Requirement	Scheduled Complete	Actual Complete	
1) Room Location Approved (meets environment, accessibility and security requirements)			
2) Conduit/Path from property line to equipment location available			
3) Adequate space (19" / 23" rack or wall mount) identified			
4) If rack mounted, confirm rack is acceptable.			
5) Power requirements: normally one dedicated fused/breaker, 15 amps, properly grounded, 3 prong 110V AC outlet located within 6' of the NTE			
6) Proper grounding arrangement available			
7) Cable supporting structure (cable rack or metallic EMT conduit)			
8) Contacts and restrictions			

 **RioplexBroadband**
4800 N 23rd
McAllen, Texas
Office: 956-683-7979
Fax: 956-631-2334

Hidalgo County Service Quote

<u>Items</u>	<u>Quote</u>	<u>Total</u>
Installation Fee		225.00
Monthly		325.00
	Total:	550.00

*This total is put together with the assumption that the customer is tax exempt.

Breakdown

Installation & Equipment Rental

\$225.00 – This covers the cost of the installation labor and the equipment rental. This is a one time fee and this is not a rental to own agreement. If the service is canceled or becomes past due by more than 60 days we will then to retrieve the equipment. On the day of the installation you will pay this charge plus whatever monthly you choose.

Commercial Monthly Rate:

325.00 per month 5Mb up/5Mb down

If you have any questions please feel free to contact me at:

Jason Aaberg
Rioplex Broadband
Sales Representative
Cell: 956-648-1737



600 Ash Ave - McAllen, TX 78501 • (956) 687-7070 • (956) 213-1195 (fax)

INTERNET SERVICE AGREEMENT

THIS AGREEMENT is entered into by and between County of Hidalgo, ("Customer"), and Smartcom Telephone, LLC ("Smartcom"), for the purpose of establishing the terms and conditions under which Smartcom will provide data service. Smartcom reserves the right to refuse service.

SERVICE TO BE PROVIDED. Smartcom, under the terms of this agreement will provide to Customer the selected application of services of the following type(s):

<u>Service</u>	<u>MRC*</u>	<u>Installation</u>	<u>Premise Equipment</u>
<i>Internet service 10Mbps x 10Mbps</i>	<i>\$599.00</i>	<i>\$199.00</i>	<i>provided by Smartcom</i>

**Plus any applicable Taxes or regulatory fees*

TERMS OF THE AGREEMENT. This Agreement shall be in effect for an initial term of twelve (12) months, commencing on May 5 2011 and continuing to and including May 4 2012. At the end of this initial term if a new term agreement is not entered into within 30 days, the service will revert to a "month-to-month" service agreement. The monthly service charges may increase to the then-current rate, unless prior to the end of the initial term either party notifies the other, in writing, of their intent to terminate the agreement.

CHANGES TO SERVICE. A move of service will be considered as a "disconnect" and a new installation. Charges for new service will apply.

PAYMENT SCHEDULE. At the time of the first bill, the Customer will be billed Non-Recurring (installation) charges, as well as the appropriate monthly recurring charges ("MRC") for the service(s) ordered. All billing for services is done in advance. Title to any premise equipment supplied by Smartcom shall remain the property of Smartcom. Customer assumes the risk of loss or damage of the equipment upon delivery to Customer's location. At the Customer's request, the full installation charges can be broken into three (3) equal payments, commencing with the first month's bill after installation of each service.

Monthly service charges are due and payable upon receipt of statement. Failure to pay monthly service charges shall give Smartcom the right, without liability, to temporarily disconnect service. To restore service will require payment of any unpaid balance and a reconnect charge. The charge for reconnecting is \$50.00 per site. If service is not restored within ten (10) calendar days, the service will be permanently disconnected. To restore service after permanent disconnect, pre-payment of full unpaid balance, early termination charge, and new installation charges will apply.

RETURNED CHECKS: A returned check will be considered non-payment of the account. A \$35.00 processing fee will be charged on all returned checks.

APPROPRIATE USE. Appropriate use of Smartcom's Services. Customer agrees to maintain all passwords as private and confidential information. Customer agrees to use its Smartcom account in a way that conforms to all applicable laws and regulations. Customer understands that violation of certain generally accepted guidelines on Internet usage, such as restrictions on mass e-mailings (Spam) and advertising, or posting to inappropriate newsgroups, may cause severe operating difficulties for Smartcom, and would be a likely cause for the termination of Customer's account. Customer specifically agrees not to make any attempt to gain unauthorized access to any other systems or networks. Customer agrees to abide by Smartcom's Subscriber Acceptable Use Policy which can be located at: <http://w3.sc2000.net/component/content/article/59-aup>

INTERNET CONTENT. Customer understands that the information available through Smartcom or interconnecting networks may not be accurate, including the content displayed on the Smartcom Desktop. Customer understands that the some of the information available through Smartcom or interconnecting networks may be intended for adult audiences. Any filtering of internet content will be the sole responsibility of Customer.

IP ADDRESS. IP Blocks that are assigned by Smartcom are for Customer use only, and it is understood that Smartcom will not guarantee routing of any IP's of any user other than those assigned to the Customer. IP addresses issued by Smartcom are not portable and remain the property of Smartcom. If the Customer discontinues service with Smartcom, Smartcom will bear no responsibility or liability for any actions or costs incurred by Customer in obtaining or reconfiguring its equipment with new IP addresses.

SECURITY POLICY. Customer understands that internetworking communications are not secure, and may be subject to interception or loss. Smartcom makes no warranties of any kind, either express, implied, or statutory concerning the data or information available through the use of its Smartcom network. Customer understands that the use of its Smartcom account, and any data or information accessed using that account, will be completely at its own risk. Customer is responsible for its network security. Smartcom will not be liable for damages arising out of unauthorized access to Customer's network.

CUSTOMER PROVIDED EQUIPMENT (CPE). Smartcom is not responsible for equipment purchased/installed by Customer. Smartcom will not work on, or open any Customer-owned or personal computers. Any equipment purchased from Smartcom becomes Customer Provided Equipment (CPE) upon installation.

INSTALLATION. Prior to installation, Customer is responsible for ensuring that their computers are configured for network connection. Smartcom will provide/install T-1 service to the modem/router at the Customer's premises at the Customer's request. Customer will provide, or through a third party vendor, inside wiring and jack work. Smartcom reserves the right to change, modify or offer special promotions for the T-1 product offering.

Installation dates and times will be determined and communicated to Customer. If technician is on site and access cannot be provided, Customer may be charged a \$45.00 "no show" fee and rescheduling may result in a delay of service.

SERVICE DELIVERY. Actual data transmission or throughput may be lower due to Internet congestion, server or router speeds, protocol overheads, and other factors which Smartcom cannot control.

SERVICE CALLS. If Smartcom is called to the Customer site and it is determined that the problem is other than the Smartcom network or Smartcom-Provided interface device, a service fee of \$65 will be charged for the first hour or any fraction thereof, and \$25.00 for each additional half hour increment. The stated rates apply during regular business hours, out-of-hours; weekend and holiday rates will be higher.

EQUIPMENT WARRANTY: Smartcom-provided new modem/router equipment will be covered by the by the manufacturer's warranty. During the one-year warranty period, Smartcom will support the modem/router for problems covered by the manufacturer's warranty to include full replacement of the router, if necessary. Once the one-year warranty period has expired, Smartcom will no longer support problems with the T-1 modem/router. Any equipment furnished by Smartcom will be maintained at no cost to the Customer throughout the duration of this Agreement.

DELAY. Smartcom will not be liable for any delay in the delivery or installation of any service or for any damages suffered by Customer by reason of such delay is directly or indirectly caused by, or any manner arises from transportation delays or any other cause beyond the control of Smartcom.

CONSEQUENTIAL DAMAGES. Smartcom is not responsible for any consequential damages resulting from failure of or suspension of services.

RIGHT TO MODIFY. Smartcom reserves the right to increase the monthly charge to customer if Smartcom's underlying carrier raises the cost it charges Smartcom to deliver the service to Customer's premise. Should such increase in monthly charges exceed 10% of the MRC, Customer may choose not to pay such increase in monthly charges and have service terminated at that time, abrogating this agreement and releasing both parties from the terms set herein. This document supersedes any or all previous agreements, verbal or written. Periodic amendments to this agreement may be allowed and can be sent via electronic mail ("e-mail"). Should the parties agree to an amendment, such amendments shall be effective upon written execution of both parties.

FORCE MAJEUR: Smartcom is not liable for failure to perform their obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service. Neither party is entitled to terminate this Agreement due to such circumstances.

EARLY TERMINATION. Cancellation/termination within the first 8 months will be subject to a termination liability charge equal to 80% of the remaining balance of the contract; termination during the 9th to 12th months will be subject to a liability charge equal to 90% of the remaining balance of the contract. Additional charges may apply based upon current promotions

ATTORNEY'S FEES. If either party commences an action against the other party to force the provisions of this Agreement, the prevailing party shall be entitled to recover from the losing party, reasonable attorney's fees and cost of suit.

SEVERABILITY. If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

VENUE. In the event of legal action arising out of or related to this Agreement, including claims for non-payment of amounts owed hereunder, Hidalgo County, Texas shall be the exclusive jurisdiction and legal venue for said action This Agreement shall be construed according to the laws of the State of Texas.

EXECUTED this 5th day of May, 2011

Signature

Signature

For Customer

For Smartcom Telephone, LLC

Printed Name

Printed Name

Billing Address:

Installation Address

100 N. Closner

100 N. Closner

City Edinburg State:TX Zip: 78539

City Edinburg State:TX Zip: 78539

Billing Phone: _____

Phone number at Install Site: _____

Matilde Faz

From: Renán Ramirez [renan@co.hidalgo.tx.us]
Sent: Wednesday, May 11, 2011 2:34 PM
To: matilde.faz@co.hidalgo.tx.us
Cc: 'Edna Kirby'; 'Martha Salazar'
Subject: AT&T Internet

Mati,

I would like to request that we move forward with the AT&T Internet purchase. I understand that we obtained quotes for other vendors on this item, however we are bound by AT&T on this particular issue.

Along with the Internet service, AT&T also provides the County with Public IP addresses, which establish the County's internet presence to the world (mail server, web services & other services).

These IP addresses belong to the provider and cannot be purchased or transferred by the county, therefore changing providers would break these services.

Please let me know if you need further information on this issue.

I thank you for your time and attention to this matter.

=====
Renán Ramirez
Chief Information Officer
Information Technology Department
Hidalgo County, Texas
M: 956.457.0792 / W: 956.289.7444
E: renan@co.hidalgo.tx.us

"I arise in the morning torn between a desire to improve the world and a desire to enjoy the world. This makes it hard to plan the day." - E. B. White

 Please refrain from printing this email unless completely necessary. Go Green!

Erika Zamora

From: Matilde Faz <matilde.faz@co.hidalgo.tx.us>
Sent: Thursday, May 12, 2011 11:43 AM
To: erika.zamora@co.hidalgo.tx.us
Subject: FW: AT&T Ethernet Access over Managed Internet Service (EaMIS)
Attachments: image001.jpg

I just got that email from Edna Kirby can you please attached this email to my consent agenda where the price clarification reads?

Thanks!

Thank you in advance for your help with this matter. If you have any questions or concerns, please feel free to contact me.

Your prompt and favorable consideration to this matter would be deeply appreciated.



Matilde (Maty) Faz

THE COUNTY OF HIDALGO, TEXAS

Purchase Order Specialist II

Purchasing Department

2802 South Highway 281

Edinburg, Texas 78539

☎ (956) 318-2626 ext. 4854

☎ (956) 318-2629

✉ matilde.faz@co.hidalgo.tx.us

"Life is not about waiting for the storms to pass...it's about learning how to dance in the rain!"

Always remember to forget the troubles that pass your way; but never forget the blessings that come each day.

From: Edna Kirby [mailto:edna.kirby@co.hidalgo.tx.us]
Sent: Thursday, May 12, 2011 11:40 AM
To: 'Matilde Faz'
Subject: FW: AT&T Ethernet Access over Managed Internet Service (EaMIS)

Here you go.

From: Edna Kirby [mailto:edna.kirby@co.hidalgo.tx.us]
Sent: Friday, April 29, 2011 3:11 PM
To: 'MONTEITH, BRENDA L (ATTSWBT)'
Subject: RE: AT&T Ethernet Access over Managed Internet Service (EaMIS)

Brenda,

That is how I made the request. Thank you for responding. The Auditors Office was just verifying.

Thank you,
Edna

From: MONTEITH, BRENDA L (ATTSWBT) [mailto:bm3274@att.com]
Sent: Friday, April 29, 2011 3:06 PM
To: Edna Kirby
Cc: RODRIGUEZ, EDUARDO (ATTSWBT)
Subject: RE: AT&T Ethernet Access over Managed Internet Service (EaMIS)

Hi Edna,

The quote is \$2,058.56 per month.

Let me know if you need anything else.

Thanks,
Brenda Monteith
AT&T - Texas
Government/Education Accounts
(956) 984-4617

From: Edna Kirby [mailto:edna.kirby@co.hidalgo.tx.us]
Sent: Friday, April 29, 2011 3:02 PM
To: MONTEITH, BRENDA L (ATTSWBT)
Subject: RE: AT&T Ethernet Access over Managed Internet Service (EaMIS)
Importance: High

Hi Brenda & Ed,

I have a question the amount that was quoted. Is it \$2,058.56 x 12 months or is it \$2,058.56 for the whole year. This item will go to Cm. Cr. On 5/3/2011 and your answer is greatly appreciated as soon as possible.

Thank you,
Edna Kirby

From: MONTEITH, BRENDA L (ATTSWBT) [mailto:bm3274@att.com]
Sent: Wednesday, April 06, 2011 9:28 AM
To: Edna Kirby
Cc: RODRIGUEZ, EDUARDO (ATTSWBT); Renán Ramirez; eli.gracia; juan@co.hidalgo.tx.us
Subject: FW: AT&T Ethernet Access over Managed Internet Service (EaMIS)
Importance: High

Good Morning,

I apologize for the delay in getting this information back to you. I have been on vacation and Ed has been out with the flu. Please let us know if you have any additional questions or need more information.

Please see Ed's email below.

Thanks,
Brenda Monteith

AT&T - Texas
Government/Education Accounts
(956) 984-4617

From: RODRIGUEZ, EDUARDO (ATTSWBT)
Sent: Sunday, April 03, 2011 9:14 PM
To: MONTEITH, BRENDA L (ATTSWBT)
Subject: FW: AT&T Ethernet Access over Managed Internet Service (EaMIS)
Importance: High

On the quote you provide to Eli for the 1 Year Term in the amount of \$2,058.56 it includes the installation Fee of \$1,630.00. Since we already have the service which will expires 4/2011 does the installation fee still apply? If you would like to reference what we currently have, you can view our Acct# 829322069 (AT & T Internet Service)?

The installation charge of AT&T's Managed Internet Service (MIS) applies because the service is on a different platform than the Legacy S (SBC) Dedicated Internet Access (DIA) and a new transport connection will be required. On contracts of three years or more, the installation charge is \$0. Attached is a one year contract.

Does this quote require any signatures?

Yes. AT&T will provide a new contract for AT&T's Managed Internet Service and therefore will require signatures. The contracts are attached.

Since the transport medium is OpteMAN[®], I included the Customer Site Preparation Document. This document will assist you with the preparation of the Demarc/MDF.

Ed Rodriguez
Technical Sales Consultant II
AT&T Texas - Gov't, Ed. Accounts
Office: 956-721-5547

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From: Edna Kirby [mailto:edna.kirby@co.hidalgo.tx.us]
Sent: Wednesday, March 30, 2011 2:57 PM
To: RODRIGUEZ, EDUARDO (ATTSWBT)
Cc: 'Renan Ramirez'; eli.gracia@co.hidalgo.tx.us; juan@co.hidalgo.tx.us
Subject: RE: AT&T Ethernet Access over Managed Internet Service (EaMIS)
Importance: High

Hi Ed,

On the quote you provide to Eli for the 1 Year Term in the amount of \$2,058.56 it includes the installation Fee of \$1,630.00. Since we already have the service which will expires 4/2011 does the installation fee still apply? If you would like to reference what we currently have, you can view our Acct# 829322069 (AT & T Internet Service)?

Does this quote require any signatures?

Thank you,
Edna Kirby

From: eli.gracia [mailto:eli.gracia@co.hidalgo.tx.us]
Sent: Wednesday, March 30, 2011 8:16 AM

To: 'Edna Kirby'
Cc: 'Juan de Leon Jr'
Subject: FW: AT&T Ethernet Access over Managed Internet Service (EaMIS)
Importance: High

New price quote...1 year 10 Megs...

From: RODRIGUEZ, EDUARDO (ATTSWBT) [mailto:er5092@att.com]
Sent: Tuesday, March 29, 2011 9:55 PM
To: eli.gracia
Cc: MONTEITH, BRENDA L (ATTSWBT)
Subject: AT&T Ethernet Access over Managed Internet Service (EaMIS)
Importance: High

Eli,
Attached you will find the quotes for a 10Meg EaMIS Internet Service. I provided a 1 yr term and included the previous 3 year term in case you needed to compare the two terms. If any questions, please let us know and we will contact you as soon as possible.

Thank you,
Ed Rodriguez
Technical Sales Consultant II
AT&T Texas - Gov't, Ed. Accounts
Office: 956-721-5547

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From: eli.gracia [mailto:eli.gracia@co.hidalgo.tx.us]
Sent: Wednesday, March 23, 2011 2:30 PM
To: RODRIGUEZ, EDUARDO (ATTSWBT)
Cc: MONTEITH, BRENDA L (ATTSWBT)
Subject: RE: BGP and current AT&T IP Address retention Questions

Ed.

Would you please send us a quote for 10 Megs – 1 year and Customer provided Router?

Thank you,
Eli Gracia

From: RODRIGUEZ, EDUARDO (ATTSWBT) [mailto:er5092@att.com]
Sent: Tuesday, March 15, 2011 9:28 PM
To: eli.gracia
Cc: MONTEITH, BRENDA L (ATTSWBT)
Subject: RE: BGP and current AT&T IP Address retention Questions
Importance: High

Hello Eli,
First I'd like to thank you for your patience and for allowing us to provide you with quotes for our Internet Services. Attached you will find quotes for AT&T's Ethernet Access over Managed Internet Service (EaMIS). Our SBC Premierserv Dedicated Internet Access (DIA) is being replaced by AT&T's Managed Internet Services. Our

replacement recommendation that is being proposed is the Ethernet Access over Managed Internet Service which is Fiber-Based Ethernet delivered Internet service. Please review and let Brenda and I know if you have any questions regarding our Internet Service.

In addition, I am forwarding via separate email, additional information regarding our Internet Service as well as our IP Flex Reach service.

Best Regards,
Ed Rodriguez
Technical Sales Consultant II
AT&T Texas - Gov't, Ed. Accounts
Office: 956-721-5547

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From: eli.gracia [mailto:eli.gracia@co.hidalgo.tx.us]
Sent: Thursday, March 10, 2011 1:58 PM
To: RODRIGUEZ, EDUARDO (ATTSWBT)
Cc: MONTEITH, BRENDA L (ATTSWBT)
Subject: RE: BGP and current AT&T IP Address retention Questions

Good morning Ed.

Would you happen to have those quotes for us yet? I also want to know if you guys could get me a price quote on the renewal of our DS3 internet circuit. I was informed that our contract is due to expire by next month. I really would like your assistance on this matter.

Thank you,
Eli Gracia

From: RODRIGUEZ, EDUARDO (ATTSWBT) [mailto:er5092@att.com]
Sent: Wednesday, March 02, 2011 1:33 PM
To: eli.gracia; Juan de Leon Jr
Cc: MONTEITH, BRENDA L (ATTSWBT)
Subject: RE: BGP and current AT&T IP Address retention Questions

Eli, Juan,

It was great speaking with you yesterday and am looking forward to meeting you as well as with Renan. With regards to the BGP, your current Dedicated Internet Access (previous SBC internet access) will support BGP, however, all SBC DIAs have been grandfathered and we are working on providing an AT&T Managed Internet Service (MIS) solution as a replacement to SBC's Dedicated Internet Access. I am currently working on providing a proposal for our AT&T MIS. I will provide you with a couple of bandwidth solutions which will include the current 10Mbps bandwidth. As for the IP addresses, you will need to engage the American Registry for Internet Numbers (ARIN) at <https://www.arin.net/> to request new IP addresses directly from them.

With AT&T's MIS, BGP is supported as long as the edge router is a customer provided managed router.

Thank you,

Ed Rodriguez
Technical Sales Consultant II
AT&T Texas - Gov't, Ed. Accounts
Office: 956-721-5547

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From: eli.gracia [mailto:eli.gracia@co.hidalgo.tx.us]
Sent: Tuesday, March 01, 2011 10:07 AM
To: RODRIGUEZ, EDUARDO (ATTSWBT)
Cc: 'Juan de Leon Jr'; MONTEITH, BRENDA L (ATTSWBT)
Subject: Questions

Ed,

Here is our contact information for both Juan and myself.

Eli Gracia
Telecommunication Manager
956-292-7010 ext.6006

Juan de Leon
Network Administrator
956-292-7010 ext.6004

Thank you for calling us back so rapidly.

Eli Gracia
Telecommunications Manager

Hidalgo County
Information Technology
100 East Cano/ 4th Floor
Edinburg, Tx 78539
Phone: (956) 292-7010 Ext. 6006

262.024. Exemptions

(a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption:

(1) an item that must be purchased in a case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the county;

(2) an item necessary to preserve or protect the public health or safety of the residents of the county;

(3) an item necessary because of unforeseen damage to public property;

(4) a personal or professional service;

(5) any individual work performed and paid for by the day, as the work progresses, provided that no individual is compensated under this subsection for more than 20 working days in any three month period;

(6) any land or right-of-way;

(7) an item that can be obtained from only one source, including:

(A) items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;

(B) films, manuscripts, or books;



PURCHASING DEPARTMENT
County Of Hidalgo

**MEMORANDUM
SOLE SOURCE DECLARATION**

“ORDER”

To: Hidalgo County Commissioners Court

From: Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent *mls*

Date: May 17, 2011

Re: “Sole Source Declaration” - A T & T

Hidalgo County currently has high-speed internet services with A T & T. These services are administered through the Hidalgo County IT Department. A T & T is the sole proprietor of the Public IP address and thus another vendor cannot provide service only.

Therefore, it is necessary that Hidalgo County proceed to acquire and purchase high-speed internet services from A T & T.

AI-26592

20.D.

Claim of Oscar Lopez

CC REGULAR

Date: 05/17/2011
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Valde Guerra
Department: SAFETY DIVISION
Agenda Category: Closed Session

Information

CAPTION

Claim of Oscar Lopez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/11/2011 09:52 AM	APRV
2	Auditor's Office	Arcilia Duran	05/11/2011 05:21 PM	APRV
3	Purchasing Department	Marty Salazar	05/11/2011 05:22 PM	APRV

Form Started By: Aida Alvarez
Started On: 05/11/2011 09:15 AM

Final Approval Date: 05/11/2011

AI-26594

20.E.

Claim of Claudio Lozano

CC REGULAR

Date: 05/17/2011
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Valde Guerra
Department: SAFETY DIVISION
Agenda Category: Closed Session

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Claim of Claudio Lozano

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2	Auditor's Office	Arcilia Duran	05/11/2011 05:22 PM	APRV
3	Purchasing Department	Marty Salazar	05/11/2011 05:22 PM	APRV

Form Started By: Aida Alvarez
 Started On: 05/11/2011 09:19 AM

Final Approval Date: 05/11/2011

AI-26593

21.D.

Claim of Oscar Lopez

CC REGULAR

Date: 05/17/2011
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Valde Guerra
Department: SAFETY DIVISION
Agenda Category: Open Session

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3	Purchasing Department	Marty Salazar	05/11/2011 05:22 PM	APRV

Form Started By: Aida Alvarez
 Started On: 05/11/2011 09:17 AM

Final Approval Date: 05/11/2011

AI-26595

21.E.

Claim of Claudio Lozano

CC REGULAR

Date: 05/17/2011
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Valde Guerra
Department: SAFETY DIVISION
Agenda Category: Open Session

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2	Auditor's Office	Arcilia Duran	05/11/2011 05:22 PM	APRV
3	Purchasing Department	Marty Salazar	05/11/2011 05:23 PM	APRV

Form Started By: Aida Alvarez
Started On: 05/11/2011 09:20 AM

Final Approval Date: 05/11/2011
