

AI-29646

6. B.

CC REGULAR

Meeting Date: 11/15/2011

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Consideration and possible action on Constable Precinct #5:

1. Acceptance of resignation of Daniel Marichalar, Constable Precinct #5
2. Appointment and/or re-appointment of Constable Precinct #5
3. Discussion and action regarding compensation of Chief Deputy Constable

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No fiscal impact. No backup documents attached as of 11/10/11 @4:37pm.

Attachments

order

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/10/2011 02:49 PM
Purchasing Department	Angela Garcia	11/10/2011 04:42 PM
Form Started By: Monica Badillo		Started On: 11/09/2011 05:35 PM
	Final Approval Date: 11/10/2011	

ORDER ABOLISHING PRECINCT#5

STATE OF TEXAS §

COUNTY OF HIDALGO §

WHEREAS, Hidalgo County, Texas, is a Texas County with a population greater than 150,000 and four (4) Commissioner Precincts, and five (5) Justice Precincts, with nine (9) Justices of the Peace and five (5) Constables as permitted by Article V, Section 18 of the Texas Constitution;

WHEREAS, Article V, Section 18 of the Texas Constitution requires no more than 1 Justice of the Peace or Constable be elected to serve in each precinct division or designation;

WHEREAS, the Hidalgo County Commissioners Court may, under Article V, Section 18 of the Texas Constitution, elect to reduce the number of Justice Precincts “from time to time and for the convenience of the people”;

WHEREAS, the Hidalgo County Commissioners Court, after due consideration, believes that it is in the best interest of the tax payers of Hidalgo County to reduce the number of Justice Precincts by abolishing Hidalgo County Precinct #5, Justice of the Peace Place 1 and Constable Precinct #5;

WHEREAS, it is the determination of this Commissioners Court, based upon a review of the population disparity after the most recent federal census, review of the caseloads and expenditures, that four (4) Commissioner Precincts with four (4) Justice Precincts, and eight (8) Justices of the Peace, and four (4) Constables, with adequate staffing, will serve the needs of the people living in that precinct, and that the overall fiscal savings to be accomplished thereby will be substantial and consistent with the Commissioners Court’s responsibility to effectively manage the business affairs of Hidalgo County;

WHEREAS, the reduction of one justice court and constable will not effect the population of Precinct #5, as they will continue to be served by Precinct #1 where they already reside; and

WHEREAS, the Commissioners Court is satisfied that there will be no significant adverse impact upon minority voting rights in said precinct.

NOW THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT of HIDALGO COUNTY that:

1. The recitals set forth in this Order are true and correct.

2. The Precinct #5, which includes the positions of Justice of the Peace Place 1 and Constable, is hereby abolished.
3. That the population served by Precinct #5 will continue to be served by Precinct #1 where they already reside.
4. The Hidalgo County Elections Administrator shall note this change accordingly and assure that future ballots will reflect said change.
5. The Judge of Justice of the Peace Court, Precinct #5, Place 1, and Constable Precinct #5, shall hold that office throughout the remainder of his term in accordance with state law; and
6. That this Order adopted by this Commissioners Court this date shall be effective immediately, subject to U.S. Department of Justice preclearance, and for all subsequent elections until changed or modified by subsequent Order of the Court. It is expressly understood that implementation of the Order shall not take place until receipt of preclearance approved by the U.S. Department of Justice and all affected officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.
7. This Order abolishing the Hidalgo County Precinct #5, which includes Justice of the Peace Place 1 and Constable, is made for the convenience and benefit of the people of Hidalgo County, Texas, after due and careful consideration of all factors relevant to the issue and after having timely posted public notice of such contemplated action in accordance with law and after hearing public comments thereon, in order to make the most efficient use of public resources, and to avoid duplication of services in County administration and save the taxpayers' money.

PASSED AND ADOPTED, this ____ day of November, 2011.

IT IS SO ORDERED.

Ramon Garcia
Hidalgo County Judge

Attest: Arturo Guajardo, Jr.
Hidalgo County Clerk

AI-29664

6. C.

CC REGULAR

Meeting Date: 11/15/2011

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Consideration and possible action on abolishing Precinct #5:

1. Discussion and action on abolishing Precinct #5, Justice of the Peace and Constable
2. Approval of Order abolishing Precinct #5

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/10/2011 04:31 PM
Rosalinda Cantu	Rosie Cantu	11/10/2011 04:34 PM
Purchasing Department	Angela Garcia	11/10/2011 04:42 PM
Form Started By: Monica Badillo		Started On: 11/10/2011 03:59 PM
	Final Approval Date: 11/10/2011	

AI-29547

6. D.

CC REGULAR

Meeting Date: 11/15/2011

Submitted For: Rick Alvarez, County Judge's **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion, consideration, and appropriate action on the following:

1. Redistricting Plans for the following Hidalgo County Precincts:
 - a. Justices of the Peace and Constables
2. Preclearance submission to the United States Department of Justice

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No budgetary impact. No backup documents attached as of 11/09/11.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/07/2011 10:48 AM
Rosalinda Cantu	Rosie Cantu	11/09/2011 03:12 PM
Purchasing Department	Angela Garcia	11/10/2011 04:41 PM
Form Started By: Monica Badillo		Started On: 11/07/2011
	Final Approval Date: 11/10/2011	

AI-29572

6. E.

CC REGULAR

Meeting Date: 11/15/2011

Submitted For: Valde Guerra

Submitted By: Aida Alvarez, SAFETY
DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Approval to accept a settlement check from State Farm Insurance Company in the amount of \$1,108.74 to settle auto accident with County vehicle. (Sheriff Office)

BACKGROUND

DOL: 09/04/11

1-1100-360-00-000-005-0-000

Attachments

State Farm Ins. Company

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/08/2011 01:21 PM
Erika Zamora	Erika Zamora	11/09/2011 02:25 PM
Purchasing Department	Angela Garcia	11/10/2011 04:42 PM
Form Started By: Aida Alvarez		Started On: 11/08/2011 11:11 AM
	Final Approval Date: 11/10/2011	

RETAIN STUB FOR RECORDS



STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY

TEXAS

JPMORGAN CHASE BANK, NA 56-1544/441
COLUMBUS, OH

SIU AUTO P08166PCL6

ANTI-FRAUD PROTECTION - PATENTS 5,787,788; 6,340,159

1 25 091140 J

10-31-2011

DATE MM DD YYYY

CLAIM NO 53-0530-830
LOSS DATE 09-04-2011

INSURED CANTU, ALBERTO

*****EXACTLY ONE THOUSAND ONE HUNDRED EIGHT AND 74/100 DOLLARS

\$*****1,108.74

Pay to the
Order of: HIDALGO COUNTY

Edward D. Ruet Jr.
AUTHORIZED SIGNATURE
R. J. Smith
AUTHORIZED SIGNATURE

SECURED DOCUMENT WATERMARK APPEARS ON BACK. HOLD AT 45° ANGLE FOR VIEWING

⑈ 25 1709 1140 ⑈ ⑆ 044 115443 ⑆ 627 119209 ⑈

GREEN DROP-OUT APPEARS ON FACE OF DOCUMENT

CLAIM # 53-053Q-830

09/22/2011 at 11:29 AM
51051

Job Number:

BERT OGDEN MOTORS INC.
Federal ID #:741983604
I-CAR GOLD CLASS PROFESSIONALS
4221 S HWY 281
EDINBURG, TX 78539
(956)381-0001 Fax: (956)386-0056

PRELIMINARY ESTIMATE

Written By: PAULETTE PARKINS
Adjuster:

Insured: HIDALGO CO SHERIFF DEPT.
Owner: HIDALGO CO SHERIFF DEPT.
Address: PO. BOX1228
EDINBURG, TX 78539
Business: (956)383-8114

Claim #58
Policy #
Deductible:
Date of Loss:
Type of Loss:
Point of Impact: 6. Rear

Inspect
Location:

Insurance
Company:

Days to Repair

2006 FORD EXPEDITION 4X2 XLT 8-5.4L-FI 4D UTV Int:

VIN: 1FMPU15526LA79011 Lic:

Prod Date:

Odometer:

- | | | |
|--------------------|---------------------------|------------------------|
| Air Conditioning | Rear Defogger | Tilt Wheel |
| Cruise Control | Intermittent Wipers | Keyless Entry |
| Dual Air Condition | Rear Window Wiper | Dual Mirrors |
| Privacy Glass | Overhead Console | Luggage/Roof Rack |
| Fog Lamps | Clear Coat Paint | Power Steering |
| Power Brakes | Power Windows | Power Locks |
| Power Driver Seat | Power Mirrors | AM Radio |
| FM Radio | Stereo | Cassette |
| CD Player | Auxiliary Audio Connectio | Anti-Lock Brakes (4) |
| Driver Air Bag | Passenger Air Bag | 4 Wheel Disc Brakes |
| Cloth Seats | Running Boards/Side Steps | Automatic Transmission |
| Overdrive | Aluminum/Alloy Wheels | |

NO.	OP.	DESCRIPTION	QTY	EXT. PRICE	LABOR	PAINT
1		REAR BUMPER				
2		O/H rear bumper			1.5	
3*	Repl	Bumper cover XLS, XLT w/o reverse sensing system XLT Sport	1	552.01	Incl.	0.0
4	Repl	Reinforcement from 11/30/04 standard towing	1	505.73	Incl.	
Subtotals ==>				1057.74	1.5	0.0

CLAIM # 53-0530-830

09/22/2011 at 11:29 AM
51051

Job Number:

PRELIMINARY ESTIMATE

2006 FORD EXPEDITION 4X2 XLT 8-5.4L-FI 4D UTV Int:

Parts		1057.74
Body Labor	1.5 hrs @ \$ 34.00/hr	51.00

SUBTOTAL		\$ 1108.74

GRAND TOTAL		\$ 1108.74
ADJUSTMENTS:		
Deductible		0.00

CUSTOMER PAY		\$ 0.00
INSURANCE PAY		\$ 1108.74

AI-29595

6. F.

CC REGULAR

Meeting Date: 11/15/2011

Submitted For: Valde Guerra

Submitted By: Aida Alvarez, SAFETY
DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Approval to accept a settlement check from Santoy Investments DBA Economy Tires & Wheels in the amount of \$848.24 to settle auto accident with County vehicle. (Sheriff Office)

BACKGROUND

DOL: 10/07/11

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

Attachments

Santoy Invest. Eco Tires&Wheels Check

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/08/2011 03:42 PM
Erika Zamora	Erika Zamora	11/09/2011 02:26 PM
Purchasing Department	Angela Garcia	11/10/2011 04:42 PM
Form Started By: Aida Alvarez		Started On: 11/08/2011 03:33 PM
	Final Approval Date: 11/10/2011	

SANTOY INVESTMENTS LLC
DBA ECONOMY TIRES & WHEELS
(956)585-3747
10006 N MOOREFIELD RD
MISSION, TX 78574

88-1527-1149

12422

Date 11/11/11

Pay To
The Order Of


Hidalgo County

\$ 848.24

Eight hundred forty eight

24/10/11

Dollars

 Security Features
Included
Details on Back

INTER NATIONAL BANK
RIO GRANDE VALLEY
ABA # 1149-1527-2

For Accident Repair 2008 Ford

M. Suren

MP

⑆ 114915272⑆ 2422⑆06 7390 0⑆

OFFICE OF THE ATTORNEY GENERAL
TO REORDER 1-800-204-2044 www.santoytires.com

E.R. PAINT SHOP AND MECHANICAL

2420 W. MONTE CRISTO RD.
 EDINBURG, TEXAS 78541
 PH 956-386-0008 956-289-1939 FAX
 eloyrevino@att.net
 05-0548446

ESTIMATE # 1523
 OCTOBER 20, 2011 * 2:00 PM

A#

Mr. Acosta

UNIT # 282

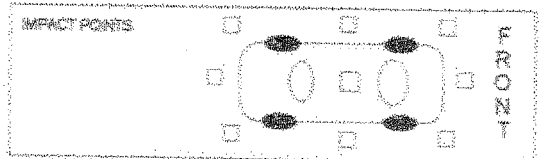
Customer: SHERRIFF Phone 1: 956-383-8114	Year - Mfg: 2008 FORD Model: EXPEDITION Paint System: 2 STAGE
---	---

WE DO NOT WARRANTY THE FOLLOWING :

- RUST REPAIRS
- ROCK CHIPS
- BIRD DROPPING
- DOOR DINGS
- BRUSH SCRATCHES
- NOT RESPONSIBLE FOR WEATHER DAMAGES

VEHICLE OPTIONS

PAINT WARRANTY ONLY FOR 1 YEAR SINCE REPAIR WITHIN THAT YEAR IF PAINT FLAKES, PEELS, OR CRACKS YOU ARE WELCOME TO BRING IT TO OUR ATTENTION, AND THE NECESSARY REPAIRS TO FIX THE PROBLEM WILL BE DONE.



Operation	Part	PIN	Labor	Three Stage		Two Tone		Sublet	Other
				Clear Coat	Refinish	Chip-Guard	Blend		
1 R&I	REAR BUMPER COVER		20						
2 REPAIR	REAR BUMPER COVER		60	2.0	0.8				
3 PULL & ALIGN	REAR TOW HITCH		40	0.5	0.1				
4 REPAIR	REAR BUMPER REINFORCEMENT		30	0.5	0.1				

MISCELLANEOUS			LABOR	RATES	HOURS	CHARGES	TOTALS	
Sublet Charges	0.00	Body/Sheet Metal	38.00		15.0	570.00	Subtotal Labor/Paint & Materials	834.00
Haz Waste Charge	5.00	Frame	48.00		0.0	0.00	Total Miscellaneous Charges	5.00
Other	0.00	Mech/Electrical	56.00		0.0	0.00	Parts Total	0.00
		Refinish	38.00		4.0	152.00	Subtotal	839.00
		Paint & Materials	28.00		4.0	112.00	TEXAS SALES TAX PARTS @ 8.25%	9.24
							Grand Total	848.24

Calculations based on standards in current collision guide procedure pages. *Where this figure is larger, clear labor was copied, paint & materials were not. Items marked with a # are either tax exempt or tax was prepaid to sublet provider and is included in the amount charged. Estimator Pro © Swan River Software 866.524.8556

AI-29380

6. G.

CC REGULAR

Meeting Date: 11/15/2011

Submitted For: Sergio Cruz

Submitted By: Perla Lopez, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Approval to submit Form 8038-CP (Return for Credit Payments for Issuers of Qualified Bonds) to the Department of the Treasury for the interest payment due February 15, 2012 on the Certificates of Obligations, Taxable Series 2009C and 2010B (Build America Bonds) with authority for Commissioners' Court Executive Officer to sign form.

BACKGROUND

The County needs to file an IRS Form 8038-CP to receive 35% federal subsidy for the interest payments on the 2009C and 2010B certificates. This form needs to be filed no sooner than 90 days and no later than 45 days prior to each interest payment (2/15 and 8/15).

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No fiscal impact.

Attachments

C.O. 2009C

C.O. 2010B

Form Review

Inbox	Reviewed By	Date
Perla Lopez (Originator)	Perla Lopez	11/07/2011 09:03 AM
Budget & Management	Merlen P. Munoz	11/07/2011 09:39 AM
Manuel Chapa	Manuel Chapa	11/08/2011 03:31 PM
Purchasing Department	Angela Garcia	11/10/2011 04:42 PM
Form Started By: Perla Lopez		Started On: 10/27/2011 09:22 AM
	Final Approval Date: 11/10/2011	

Return for Credit Payments to Issuers of Qualified Bonds

Part I Information on Entity That Is To Receive Payment of Credit and Communications Check box if Amended Return

1 Name of entity that is to receive payment of the credit	2 Employer identification number (EIN)
3 Number and street (or P.O. box no. if mail is not delivered to street address)	Room/suite
4 City, town, or post office, state, and ZIP code	
5 Name and title of designated contact person whom the IRS may call for more information	6 Telephone number of officer or legal representative ()

Part II Reporting Authority

7 Issuer's name (if same as line 1, enter "SAME" and skip lines 8, 9, 11, 15, and 16)	8 EIN
9 Number and street (or P.O. box no. if mail is not delivered to street address)	Room/suite
10 Report number (For IRS Use Only) 8	
11 City, town, or post office, state, and ZIP code	12 Date of issue (MM/DD/YYYY) / /
13 Name of issue	14 CUSIP number (See instructions.)
15 Name and title of officer or other person whom the IRS may call for more information	16 Telephone number of officer or other person to call ()
17a Type of issue <input type="checkbox"/> Educational <input type="checkbox"/> Health and Hospital <input type="checkbox"/> Transportation <input type="checkbox"/> Public Safety <input type="checkbox"/> Environmental <input type="checkbox"/> Housing <input type="checkbox"/> Utilities <input type="checkbox"/> Other	
b For build America bonds, recovery zone economic development bonds, and specified tax credit bonds, enter the issue price 17b	
c Check applicable box <input type="checkbox"/> Variable rate bond <input type="checkbox"/> Fixed rate bond	

Part III Payment of Credit (For specified tax credit bonds with multiple maturities, see instructions.)

18 Interest payment date to which this payment of credit relates (MM/DD/YYYY) / /	
19a Interest payable to bondholders on the interest payment date	19a
b For specified tax credit bonds only, enter the applicable credit rate determined under Sec. 54A(b)(3) <input type="checkbox"/> <input type="checkbox"/> . <input type="checkbox"/> <input type="checkbox"/> %	
c For specified tax credit bonds only, enter the interest that would be payable to bondholders on the interest payment date calculated using the applicable credit rate (see instructions)	19c
20 Amount of credit payment to be received as of the interest payment date (complete only line 20a, 20b, 20c, 20d, 20e, or 20f):	
a Build America bonds. Multiply line 19a by 35% (0.35)	20a
b Recovery zone economic development bonds. Multiply line 19a by 45% (0.45)	20b
c New clean renewable energy bonds enter the lesser of line 19a or 70% of line 19c	20c
d Qualified energy conservation bonds enter the lesser of line 19a or 70% of line 19c	20d
e Qualified zone academy bonds enter the lesser of lines 19a or 19c	20e
f Qualified school construction bonds enter the lesser of lines 19a or 19c	20f
21 Adjustment to previous credit payments (complete line 21a OR line 21b only):	
a Net increase to previous payments (attach explanation)	21a
b Net decrease to previous payments (attach explanation)	21b ()
22 Amount of credit payment to be received. Combine either line 20a, 20b, 20c, 20d, 20e, or 20f with line 21a or line 21b	22
23 Is this the final interest payment date? Yes <input type="checkbox"/> No <input type="checkbox"/>	
24 If the entity identified in Part I is not the issuer, check this box <input type="checkbox"/>	

Direct Deposit	25 Enter direct deposit information below:	
	a Routing number <input type="text"/>	b Type: <input type="checkbox"/> Checking <input type="checkbox"/> Savings
	c Account number <input type="text"/>	

Signature and Consent

Under penalties of perjury, I declare that I have examined this return, and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I authorize the IRS to send the requested refundable credit payment to the entity identified in Part I, and I consent to the disclosure of the issuer's return information, as necessary to process the refundable credit payment, to the designated contact person(s) listed above in Parts I and II, as applicable.

Signature of issuer _____ Date _____ Type or print name and title _____

Paid Preparer's Use Only	Preparer's signature	Date	Check if self-employed <input type="checkbox"/>	Preparer's SSN or PTIN
	Firm's name (or yours if self-employed), address, and ZIP code	EIN	Phone no. ()	

Return for Credit Payments to Issuers of Qualified Bonds

Part I Information on Entity That Is To Receive Payment of Credit and Communications Check box if Amended Return

1 Name of entity that is to receive payment of the credit	2 Employer identification number (EIN)
3 Number and street (or P.O. box no. if mail is not delivered to street address)	Room/suite
4 City, town, or post office, state, and ZIP code	
5 Name and title of designated contact person whom the IRS may call for more information	6 Telephone number of officer or legal representative ()

Part II Reporting Authority

7 Issuer's name (if same as line 1, enter "SAME" and skip lines 8, 9, 11, 15, and 16)		8 EIN
9 Number and street (or P.O. box no. if mail is not delivered to street address)	Room/suite	10 Report number (For IRS Use Only) 8
11 City, town, or post office, state, and ZIP code		12 Date of issue (MM/DD/YYYY) / /
13 Name of issue		14 CUSIP number (See instructions.)
15 Name and title of officer or other person whom the IRS may call for more information		16 Telephone number of officer or other person to call ()
17a Type of issue <input type="checkbox"/> Educational <input type="checkbox"/> Health and Hospital <input type="checkbox"/> Transportation <input type="checkbox"/> Public Safety <input type="checkbox"/> Environmental <input type="checkbox"/> Housing <input type="checkbox"/> Utilities <input type="checkbox"/> Other		
b For build America bonds, recovery zone economic development bonds, and specified tax credit bonds, enter the issue price		17b
c Check applicable box <input type="checkbox"/> Variable rate bond <input type="checkbox"/> Fixed rate bond		

Part III Payment of Credit (For specified tax credit bonds with multiple maturities, see instructions.)

18 Interest payment date to which this payment of credit relates (MM/DD/YYYY) / /	
19a Interest payable to bondholders on the interest payment date	19a
b For specified tax credit bonds only, enter the applicable credit rate determined under Sec. 54A(b)(3) <input type="checkbox"/> . <input type="checkbox"/> . <input type="checkbox"/> %	
c For specified tax credit bonds only, enter the interest that would be payable to bondholders on the interest payment date calculated using the applicable credit rate (see instructions)	19c
20 Amount of credit payment to be received as of the interest payment date (complete only line 20a, 20b, 20c, 20d, 20e, or 20f):	
a Build America bonds. Multiply line 19a by 35% (0.35)	20a
b Recovery zone economic development bonds. Multiply line 19a by 45% (0.45)	20b
c New clean renewable energy bonds enter the lesser of line 19a or 70% of line 19c	20c
d Qualified energy conservation bonds enter the lesser of line 19a or 70% of line 19c	20d
e Qualified zone academy bonds enter the lesser of lines 19a or 19c	20e
f Qualified school construction bonds enter the lesser of lines 19a or 19c	20f
21 Adjustment to previous credit payments (complete line 21a OR line 21b only):	
a Net increase to previous payments (attach explanation)	21a
b Net decrease to previous payments (attach explanation)	21b ()
22 Amount of credit payment to be received. Combine either line 20a, 20b, 20c, 20d, 20e, or 20f with line 21a or line 21b	22
23 Is this the final interest payment date? Yes <input type="checkbox"/> No <input type="checkbox"/>	
24 If the entity identified in Part I is not the issuer, check this box <input type="checkbox"/>	

Direct Deposit	25 Enter direct deposit information below:	
	a Routing number	b Type: <input type="checkbox"/> Checking <input type="checkbox"/> Savings
	c Account number	

Signature and Consent	Under penalties of perjury, I declare that I have examined this return, and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I authorize the IRS to send the requested refundable credit payment to the entity identified in Part I, and I consent to the disclosure of the issuer's return information, as necessary to process the refundable credit payment, to the designated contact person(s) listed above in Parts I and II, as applicable.		
	Signature of issuer	Date	Type or print name and title

Paid Preparer's Use Only	Preparer's signature	Date	Check if self-employed <input type="checkbox"/>	Preparer's SSN or PTIN
	Firm's name (or yours if self-employed), address, and ZIP code	EIN	Phone no. ()	

AI-29624

6. H.

CC REGULAR

Meeting Date: 11/15/2011

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Texas Agrilife Extension:

Requesting approval/permission to allow employee to travel to Corpus Christi, Texas to attend the Oil and Gas Training on 11/29/11 (no expenses other than fuel for county vehicle)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011

ACCT. #: 1-1100-461-00-380-001-0-626

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 11/10/11 \$606.19.

Attachments

travel

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/09/2011 10:27 AM
Erika Zamora	Erika Zamora	11/10/2011 09:38 AM
Purchasing Department	Angela Garcia	11/10/2011 04:42 PM
Form Started By: Monica Badillo		Started On: 11/09/2011 10:14 AM
	Final Approval Date: 11/10/2011	



HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 11/04/11
TOTAL NUMBER OF EMPLOYEES TRAVELING: 1
DEPARTMENT NAME: Hidalgo County Extension Service
NAME & TITLE OF EMPLOYEE(S): Brad Cowan, CEA-Agriculture

EVENT INFORMATION

TITLE OF EVENT: Oil and Gas Training
EVENT DATE(S) FROM: 11/29/11 TO: 11/29/11
DEPARTURE DATE: 11/29/11 RETURN DATE: 11/29/11
LOCATION OF EVENT: CITY: Corpus Christi STATE: Texas

PURPOSE OF TRAVEL

- Place an "X" by the applicable purpose of the trip.
To obtain statutorily required continuing professional education.
To obtain continuing education related to an employee's work or maintenance of a license or certification.
To testify before legislative bodies, regulatory agencies and commissions, and other forums that may make decisions affecting the County and its affiliated organizations and operations.
To participate in professional organizations related to the employee or official's job assignment.
To conduct essential research & information-gathering for improvement of County operations or compliance with law.
To monitor the development of state or federal legislation or implementation of legislation that might affect the County
To participate in forums, coalitions, & discussions relating to the policy, legislative & regulatory interests of the County
To pursue the County's interests in litigation or criminal justice.
To promote the economic development interests of the County.
To carry out other purposes determined by Commissioners' Court to be in the interest of the County (Commissioners' Court approval is attached).

JUSTIFICATION FOR THE NEED TO TRAVEL OUT-OF-STATE

Explain the benefits that this trip it will bring to Hidalgo County. Attach an itinerary, agenda, or schedule for the conference and/ or event. If applicable, justify the need for multiple persons traveling to the same event.

Table with columns: SUMMARY OF ESTIMATED TRAVEL EXPENSES, ESTIMATED EXPENSES, (DBM USE ONLY) FUNDS AVAILABLE BALANCE, MODE OF TRAVEL. Includes rows for Registration Fee, Airfare, Taxi, Bus, Rental Car, Gasoline, Mileage, Telephone, Parking, Lodging, Meals, Other Expenses, and Total Estimated Travel Expenses.

NOTE: If trip duration is extended to take advantage of lower airfare, a comparison of the savings to the additional estimated cost must be provided with supporting airfare rate documentation.

ELECTED OFFICIAL/DEPARTMENT HEAD CERTIFICATION (Place an "X" by each of the certifications)

I certify that:
Trip expenses are necessary and will be incurred for official county business.
Reasonable efforts to minimize the use of county funds have been explored.
Sufficient funds are available within in my department's budget to pay for the related travel expenses without the need of a budget amendment.

If this trip is for out-of-state training, the training is not available in some other form that does not require out-of-state travel.
APPROVED BY ELECTED OFFICIAL/DEPARTMENT HEAD: [Signature] DATE: 11/4/11 DEPARTMENT CONTACT PERSON: Nora Linda Cruz PHONE NO.: 383-1026

FOR DEPARTMENT OF BUDGET & MANAGEMENT (DBM) USE ONLY:

TRAVEL IS APPROVED for the individuals listed below:
TRAVEL IS NOT APPROVED for the individuals listed below:

REVIEWED BY (PRINT NAME): DATE: REVIEWER'S SIGNATURE: PHONE NO.:
DBM'S DEPARTMENT HEAD APPROVAL (PRINT NAME): DATE: SIGNATURE OF DBM DEPARTMENT HEAD:

Brad Cowan

From: Monty Dozier
Sent: Tuesday, September 06, 2011 3:44 PM
To: EXT - D11 CEA ANR; EXT - D12 CEA ANR; EXT - D9 CEA ANR
Cc: Dale Fritz; Vincent Mannino; Linda Willis; Donnie Montemayor; Ruben Saldana; Pete Gibbs; Marvin Ensor; Galen Chandler; Ronald Woolley
Subject: Oil and Gas training rescheduled

The oil and gas training that was originally scheduled for November 11 has been moved to **Tuesday, November 29, 2011**. After several emails, I realized I had planned this on a County Holiday (yes I am an Aggie). Sorry for that mistake. I know several of you indicated that you planned to attend anyway. However, I was able to visit with the speakers and they indicated that Nov. 29 was good for them and they suggested we move to that date. This will also get us off the San Antonio Farm and Ranch Show.

The training will still be held at the District 11 Research and Extension Center and is slated to begin at 9:00 am with registration and presentations will start at 9:15 am. We will conclude at 3:00 pm.

Mark Ellison, Director for Corporate Relations with the Texas A&M Energy Engineering Institute, is working with me to organize the program topics and securing key presenters.

Some of the topics to be covered include:

- process oil companies go through to identify a location for a well site
- basics of well drilling
- fracing of wells
- fracing media
- putting a well on line
- pipeline right-a-ways and easements
- salt water disposal well operations and concerns
- plugging abandoned wells
- livestock and wildlife risks associated with oil and gas production

This should be an excellent training and the speakers plan to hold a q and a session with you to ensure all questions you may have related to this topic are covered.

If you have oil and gas production in your county, please mark this training on your calendar and plan to attend. I think this should prove to be an excellent training opportunity. RSVP to me via email.

Thanks

Monty

Monty C. Dozier, PhD
Associate Professor and South Region Program Specialist - ANR
Texas AgriLife Extension Service
P.O. Box 2150
Bryan, TX 77806-2150
(979) 845-6800

Travel Outside of Hidalgo County in County Vehicle

TO: D.B.M. SAFETY DIVISION
318-2658FAX

FROM: Hidalgo County Extension Service

DATE: 11/3/2011

Notice to be processed
minimum of 24 hours
prior to trip

Date(s) Requested: From: 11/29/2011 To: 11/29/2011
Estimated Time Leave: 5:00 AM Est. Time Return: 7:00 PM
Destination: Corpus Christi, Texas
Reason for Trip: Oil & Gas Training

The following person(s) are requesting to take the following County vehicle(s) out of County:

Name of Driver: Brad Cowan ✓
DL Number: DL#07015432 ✓ (Texas Only)
Birth Date: 9/7/1954 ✓
Expiration Date: 9/7/2013 ✓

Checklist:
Ins. Card in Vehicle
Jack in Vehicle
Drivers License with Driver
This approval with Driver

Name of Driver: _____
DL Number: _____ (Texas Only)
Birth Date: _____
Expiration Date: _____

Name of Driver: _____
DL Number: _____ (Texas Only)
Birth Date: _____
Expiration Date: _____

Vehicle VIN#: 1FTWW30525EB48635 ✓
Tag Number: 884-793 ✓
Asset Number: 42595 ✓

Vehicle VIN#: _____
Tag Number: _____
Asset Number: _____

Signed: Barbara C. King
Department Head/Designee

Dated: 11/3/2011

D.B.M. Safety Division Checked Insurances:

Date: 11/4/11 3:19 PM

AI-29630

6. I.

CC REGULAR

Meeting Date: 11/15/2011

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

IT Department:

Requesting permission to advertise/hire for the following position:
Technician III Slot #0009

BACKGROUND

Fiscal Impact

<u>FISCAL YEAR:</u>	<u>ACCT. #:</u>
<u>FUNDS AVAILABLE Y/N?:</u>	<u>MATCHING FUNDS Y/N?:</u>

BUDGETARY IMPACT:

No Budgetary Impact.

Attachments

req

Form Review

<u>Inbox</u>	<u>Reviewed By</u>	<u>Date</u>
Budget & Management	Merlen P. Munoz	11/09/2011 11:53 AM
Sylvia Solis	Sylvia Solis	11/09/2011 03:57 PM
Purchasing Department	Angela Garcia	11/10/2011 04:42 PM
Form Started By: Monica Badillo		Started On: 11/09/2011 11:48 AM
	Final Approval Date: 11/10/2011	

HUMAN RESOURCES DEPARTMENT REQUISITION FORM

FORWARD COMPLETED FORM TO: HUMAN RESOURCES DIRECTOR

FROM (NAME OF DEPARTMENT): IT DEPT

ANNOUNCE VACANCY USING (check one box)

INTERNAL ANNOUNCEMENT PROCEDURE

OPEN ANNOUNCEMENT PROCEDURE

POSITION TITLE / GRADE TECHNICAL SPECIALIST III

NEW POSITION OR REPLACEMENT FOR: ALVAREZ, JOSE EMPLOYEE NO 163767

DEPT NO 200

POSITION/SLOT NO 009

ADVERTISED SALARY: 30,224 OTHER COMPENSATION: _____ COMPENSATION TYPE: _____

SPECIAL REQUIREMENTS: "SEE ATTACHED"

WORK LOCATION / HOURS: 0800-5:00PM - EDINBURG, TX

CONTACT PERSON: RENAN RAMIREZ

EXTENSION / PHONE NO: 292.7010

Department Head or Elected Official

07 Nov 11
Date

FUNDS AVAILABLE: YES ___ NO ___ DATE OF FUND AVAILABILITY: _____

BUDGETED SALARY, GRADE & STEP: _____

BUDGETED OTHER ALLOWANCES: _____

APPROVED HR CHIEF OF STAFF / DATE

APPROVED HR DIRECTOR / DATE

Approval by Commissioner's Court Required: YES ___ NO ___ . If yes, attach copy of approval and/or date of agenda and item number and have authorized representative of Commissioner's Court sign below:

Commissioner's Court Signature / Date

Closing Date

HIDALGO COUNTY COMPUTER DEPARTMENT

Job Title:	TechnicianIII	FLSA Status:	Non-Exempt
-------------------	---------------	---------------------	------------

Dept No:	200-002	Civil Service Status:	Non-Exempt
-----------------	---------	------------------------------	------------

SUMMARY:

This job supports the computers, printers, terminals and peripheral devices necessary to operate all hardware and software environments of the County of Hidalgo. Maintains computer setups, software installations, and county equipment to ensure that the county is operating effectively.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Performs or participates with others to perform technical repair services of computers, printers, terminals, and networking devices.
- Required to travel to various points around Hidalgo County to pick up and deliver or field service equipment.
- Assists or provides cable-pulling and termination services as required.
- Good troubleshooting and repair techniques.
- Reads electronic schematics and makes necessary repairs with minimum supervision.
- Good organizational skills are required in order to keep proper maintenance records and allocate costs to individual jobs.
- Neat and orderly maintenance of the computer shop area is a must.
- Knowledge of and exercise of proper safety procedures are required.
- Some evening and weekend work may be required.
- Ability to work well with others.
- Performs such other duties as may be assigned.
- Regular attendance is a must.

QUALIFICATION REQUIREMENTS:

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

EDUCATION and/or EXPERIENCE:

- High School Diploma or GED
- Bachelor's degree preferred or two (2) years of college with computer science or technology emphasis.
- Must have at least three (3) years of experience in computer repair.
- Knowledge in industry standard hardware and software preferred.

CERTIFICATES, LICENSES, REGISTRATION:

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

OTHER SKILLS AND ABILITIES:

- Requires the ability to compare and/or judge the readily observable, functional, structural, or composite characteristics (whether similar to or divergent from obvious standards) of data, people or things.
- Requires the ability to read a variety of reports, correspondence, technical manuals, forms, logs, charges, etc.
- Requires the ability to prepare a variety of reports using prescribed formats and conforming to all rules of punctuation, grammar, diction, and style.
- Requires the ability to speak to people with poise, voice control and confidence.
- Requires the ability to apply principles of logical or scientific thinking to define problems, collect data, establish facts and draw valid conclusions; to interpret an extensive variety of technical instructions in mathematical or diagrammatically form, and to deal with several abstract and concrete variables.
- Requires the ability to deal with people beyond giving and receiving instructions.
- Must be adaptable to performing under minimal level of stress when confronted with persons acting under stress.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

Approved 2001

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

ACCIDENT PREVENTION PROGRAM:

Required to follow all department's safety regulations.

AI-29632

7. A.

CC REGULAR

Meeting Date: 11/15/2011

Submitted For: CONSTABLE PRECINCT NO. 4 **Submitted By:** Rosie Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Constable Pct. #4 (1100):

1. Approval of the following personnel actions:

Action	Slot No.	Position Title/Grade
Delete	0004	Sr. Deputy Constable
Create	0019	Sergeant

2. Approval to appoint one (1) new reserve Deputy Constable by Jose E. Guerra, Constable Precinct 4 in accordance with Texas Local Government Code 86.012.

3. Approval of interdepartmental transfer.

4. Approval of revised salary schedule

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011

ACCT. #: see below

FUNDS AVAILABLE Y/N?: YES

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Sergeant position to be partially funded from funds of deleted Sr. Deputy Constable Step II position; additional funds will be transferred from the CO Wide Administration Contingency account (1-1100-415-00-115-002-0-899).

Attachments

LGC

fiscal note

revised salary schedule

Transfer

job description

finalized PARS

Form Review

Inbox	Reviewed By	Date
Rosalinda Cantu (Originator)	Rosie Cantu	11/09/2011 04:31 PM
Budget & Management	Merlen P. Munoz	11/09/2011 04:34 PM
Sylvia Solis	Sylvia Solis	11/10/2011 04:36 PM
Purchasing Department	Angela Garcia	11/10/2011 04:42 PM

Form Started By: Rosie Cantu

Started On: 11/09/2011 02:09 PM

Final Approval Date: 11/10/2011

removal in a quo warranto proceeding under Chapter 66, Civil Practice and Remedies Code.

(c) The license requirement of Subsection (b) supersedes the license requirement of Section 1701.302, Occupations Code.

Added by Acts 1997, 75th Leg., ch. 884, Sec. 3, eff. Jan. 1, 1998.

Amended by Acts 1999, 76th Leg., ch. 877, Sec. 1, eff. Aug. 30, 1999;

Acts 2001, 77th Leg., ch. 1420, Sec. 14.821, eff. Sept. 1, 2001.

Amended by:

Acts 2005, 79th Leg., Ch. 954, Sec. 1, eff. June 18, 2005.

Sec. 86.003. NEW BOND; REMOVAL. (a) If any of the sureties of a constable dies, permanently moves from this state, becomes insolvent, or is released from liability as provided by law or if the commissioners court determines that the bond of the constable is insufficient, the court shall issue a citation that requires the constable to appear at a time set in the citation, after the 10th day but on or before the 30th day after the date the citation is issued, in order to execute a new bond with good and sufficient surety.

(b) If the constable neglects or refuses to appear to execute the bond at the designated time, the constable shall cease to perform the duties of the office and shall be removed from office by the judge of the district court in the manner provided by law for the removal of county officers.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

SUBCHAPTER B. DEPUTIES

Sec. 86.011. APPOINTMENT OF DEPUTY CONSTABLE. (a) An elected constable who desires to appoint a deputy must apply in writing to the commissioners court of the county and show that it is necessary to appoint a deputy in order to properly handle the business of the constable's office that originates in the constable's precinct. The application must state the name of the proposed deputy. The commissioners court shall approve and confirm the appointment of the

deputy only if the commissioners court determines that the constable needs a deputy to handle the business originating in the precinct.

(b) Each deputy constable must qualify in the manner provided for deputy sheriffs.

(c) The constable is responsible for the official acts of each deputy of the constable. The constable may require a deputy to post a bond or security. A constable may exercise any remedy against a deputy or the deputy's surety that a person may exercise against the constable or the constable's surety.

(d) A person commits an offense if the person:

(1) serves as a deputy constable and the person has not been appointed as provided by Subsection (a); or

(2) is a constable and issues a deputyship without the consent and approval of the commissioners court.

(e) An offense under Subsection (d) is punishable by a fine of not less than \$50 or more than \$1,000.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 86.012. RESERVE DEPUTY CONSTABLES. (a) The commissioners court of a county may authorize a constable of the county to appoint reserve deputy constables. The commissioners court may limit the number of reserve deputy constables that a constable may appoint.

(b) A reserve deputy constable serves at the discretion of the constable and may be called into service at any time that the constable considers it necessary to have additional officers to preserve the peace and enforce the law. The constable may authorize a reserve deputy constable who is a peace officer as described by Article 2.12, Code of Criminal Procedure, to carry a weapon or act as a peace officer at all times, regardless of whether the reserve deputy constable is engaged in the actual discharge of official duties, or may limit the authority of the reserve deputy constable to carry a weapon or act as a peace officer to only those times during which the reserve deputy constable is engaged in the actual discharge of official duties. A reserve deputy constable who is not a peace officer as described by Article 2.12, Code of Criminal Procedure, may

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.

Agenda Item: 29632

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Monday, November 14, 2011

Summary of request/proposal:

CONSTABLE PRECINCT NO. 4 (1100):

Approval to delete one full time Sr. Deputy Constable (Step II) position, slot no. 0004 and create one (1) full time Sergeant (Step III) position, slot 0019.

Fund	Position Title	Slot#	Obj	Current			Proposed			Total Requested
				G	S	Salary	G	S	Salary	
1100	SR. DEP. CONST. (STEP II)	0004	113	-	-	43,263.00	-	-	0.00	(43,263.00)
1100	SERGEANT (STEP III)	0019	113	-	-	0.00	-	-	49,255.00	49,255.00
						43,263.00			49,255.00	5,992.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT)	AMOUNT
1-1100-421-00-294-001-0- 113	CONST.PCT.4- REG F/T EMPLOYEES	\$783.57
1-1100-421-00-294-001-0- 211	CONST.PCT.4- HEALTH INSURANCE	\$0.00
1-1100-421-00-294-001-0- 212	CONST.PCT.4- LIFE INSURANCE	\$0.00
1-1100-421-00-294-001-0- 220	CONST.PCT.4- FICA	\$59.94
1-1100-421-00-294-001-0- 230	CONST.PCT.4- RETIREMENT	\$75.22
1-1100-421-00-294-001-0- 250	CONST.PCT.4- UNEMPLOYMENT COMP	\$3.92
1-1100-421-00-294-001-0- 260	CONST.PCT.4- WORKER'S COMP	\$0.00
	2011 BUDGETARY IMPACT:	\$922.65

2012 Budgetary Impact: \$2,885.55

Possible Funding Sources: SEE BELOW

Comments:	POSITION TO BE FUNDED FROM FUNDS OF DELETED SR. DEPUTY CONSTABLE (STEP II) POSITION AND FROM CO. WIDE ADM CONTINGENCY.

**HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE**

1-1100-421-00-294-001-0

AI - 29632

CONSTABLE PCT. 4

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION	
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119		
0001	111	CONSTABLE				\$68,190.00	\$68,190.00	\$0.00	\$0.00	\$3,300.00	\$8,000.00	\$0.00	\$79,490.00	
0002	113	CHIEF DEPUTY CONSTABLE II STEP I				\$50,578.00	\$50,578.00	\$300.00	\$0.00	\$4,800.00	\$0.00	\$0.00	\$55,678.00	
0003	113	SR. DEPUTY CONSTABLE STEP II				\$43,263.00	\$43,263.00	\$480.00	\$0.00	\$1,200.00	\$0.00	\$0.00	\$44,943.00	
0004	113	SR. DEPUTY CONSTABLE STEP II				\$43,263.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
		DELETE ↓												
0005	113	DEPUTY CONSTABLE STEP I				\$38,000.00	\$38,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,000.00	
0006	113	SR. DEPUTY CONSTABLE STEP I				\$41,800.00	\$41,800.00	\$300.00	\$0.00	\$1,800.00	\$0.00	\$0.00	\$43,900.00	
0007	113	DEPUTY CONSTABLE STEP I				\$38,000.00	\$38,000.00	\$0.00	\$0.00	\$1,200.00	\$0.00	\$0.00	\$39,200.00	
0008	113	ADMINISTRATIVE ASSISTANT I	4	4	\$25,839.00	\$25,839.00	\$26,090.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,090.00	
0009	113	DEPUTY CONSTABLE STEP I				\$38,000.00	\$38,000.00	\$0.00	\$0.00	\$600.00	\$0.00	\$0.00	\$38,600.00	
0010	113	SR. DEPUTY CONSTABLE STEP III				\$44,777.00	\$44,777.00	\$720.00	\$0.00	\$1,200.00	\$0.00	\$0.00	\$46,697.00	
0011	113	DEPUTY CONSTABLE STEP I				\$38,000.00	\$38,000.00	\$0.00	\$0.00	\$3,000.00	\$0.00	\$0.00	\$41,000.00	
0012	113	SR. DEPUTY CONST STEP III - PEACE OFF BP	0	0	\$0.00	\$44,777.00	\$44,777.00	\$540.00	\$0.00	\$1,200.00	\$0.00	\$0.00	\$46,517.00	
0013	113	SR. DEPUTY CONSTABLE STEP I	0	0	\$0.00	\$41,800.00	\$41,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41,800.00	
0014	113	SR. DEPUTY CONST STEP I-PEACE OFF BP	0	0	\$0.00	\$41,800.00	\$41,800.00	\$0.00	\$0.00	\$1,200.00	\$0.00	\$0.00	\$43,000.00	
0016	113	SR. DEP CONST STEP I - BIKE PATROL	0	0	\$0.00	\$41,800.00	\$41,800.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42,100.00	
0017	113	DEPUTY CONSTABLE STEP I	0	0	\$0.00	\$38,000.00	\$38,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,000.00	
0018	113	ADMINISTRATIVE ASSISTANT I	4	1	\$23,385.00	\$23,385.00	\$23,385.00	\$420.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,805.00	
		CREATE ↙												
0019	113	SERGEANT (STEP III)				\$49,255.00	\$49,255.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
TOTAL						\$98,479.00	\$707,264.00	\$658,260.00	\$3,060.00	\$0.00	\$19,500.00	\$8,000.00	\$0.00	\$688,820.00

Approval to delete one full time Sr. Deputy Constable (Step II) position, slot no. 0004 and create one (1) full time Sergeant (Step III) position, slot 0019.

INTERDEPARTMENTAL TRANSFER REQUEST

DATE: November 9, 2011

AI 29632

2011

Transfer

DEPARTMENT HEAD: SERGIO CRUZ, BUDGET OFFICER

DEPARTMENT NAME: DEPT OF BUDGET & MANAGEMENT FOR CONST. PCT NO. 4

SUBJECT: INTERDEPARTMENTAL TRANSFER

Contact: ROSIE CANTU
Ph#: (956) 292-7025 EXT. 5408



Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Interdepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, 111.070, Item C (2).

ACCOUNT NUMBER	ACCOUNT NAME	Amount
FROM:		
1-1100-415-00-115-002-0- 899	CO WIDE ADM- CONTINGENCY	(922.65)
TO:		
1-1100-421-00-294-001-0- 113	CONST.PCT.4- REG F/T EMPLOYEES	783.57
1-1100-421-00-294-001-0- 220	CONST.PCT.4- FICA	59.94
1-1100-421-00-294-001-0- 230	CONST.PCT.4- RETIREMENT	75.22
1-1100-421-00-294-001-0- 250	CONST.PCT.4- UNEMPLOYMENT COMP	3.92
TOTAL BUDGET INCREASE/DECREASE		0.00

REASON: To fund a portion of the prorated difference in salary of one Sr. Deputy Constable position, slot no. 004 (to be deleted) and a Sergeant position, slot no. 019 (to be created).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

HIDALGO COUNTY CONSTABLE PRECINCT 4 OFFICE

SERGEANT

SUMMARY:

May be assigned to patrol, narcotics, court processes or criminal investigation work. Depending on area to which assigned, may perform primarily undercover and surveillance work, patrol work, civil and criminal process serving or investigating work.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Depending on the area of criminal enforcement to which assigned, may perform any of the following duties:

- Patrol an assigned area, generally by vehicle, to prevent crimes and enforce laws and regulations;
- Respond to emergency calls and routine complaints and take action as necessary;
- Issue traffic citations and direct traffic;
- Investigate traffic accidents and crimes against persons and property and assist federal, state and local law enforcement officials;
- Keeps records of activities and makes reports concerning crimes, complaints, accidents, and investigations;
- Files cases with district attorney or U.S. attorneys;
- Make lawful arrests for violation of laws for the State of Texas and local governments ordinance and/or resolution;
- Serve felony, misdemeanor and mental commitment warrants and make arrests;
- Serve court papers including writs, summons, subpoenas, capias, etc;
- Question witnesses and suspects and take statements;
- Assist other law enforcement agencies as needed;
- Meets with informants and conducts undercover narcotics investigations;
- Conducts background investigations on applications for law enforcements and correction positions;
- Gathers and labels evidence, takes photographs and fingerprints, guards and transports prisoners and testifies in court;
- May address and work with community groups to promote good public relations and to inform citizens of police activities and crime prevention;
- May be responsible for animal control, especially relating to cattle on roadways;
- Return persons who have been arrested in Hidalgo County to other locations in and out and out of state;
- Approved subordinates reports and insure subordinates complete their daily assigned duties;
- Regular attendance is a must;
- Ability to work with others.
- Must hold all mandated licenses and certifications throughout employment with Hidalgo County.

SUPERVISORY RESPONSIBILITIES:

- Will supervise those investigations, deputy constable's, communication officer, and civilian personnel that have been placed in his/her charge;
- Will ensure that subordinate personnel in his/her charge carry out day to day duties as defined by job description, level of responsibilities; department goals, and applicable federal and state laws;
- Shall report both orally and in written form, poor job performance, violations of department policy, and violations of federal and state laws involving and subordinate or officer of same of higher rank, through established chain of command;

QUALIFICATION REQUIREMENTS:

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

EDUCATION and/or EXPERIENCE

- High School Diploma or general education degree (GED)
- Four (4) years experience as a Peace Officer immediately preceding the date of application;
- Applications for employee should reflect any increases in responsibilities during previous or current employment;
- Bilingual is preferred.

CERTIFICATES, LICENSES, REGISTRATIONS

- Applicant must possess a current Peace Officer Certification immediately preceding the date of application;
- Application for employment should reflect any increases in responsibilities during previous or current employment.
- Employee must have a current valid Texas Motor Vehicle Operator's License
- Must be able to be insured by the County's insurance carrier

OTHER SKILLS AND ABILITIES

- Ability to understand and follow written and oral instructions, departmental policy, rules, regulations and laws;
- Ability to establish and maintain effective working relationships with other county employees and officials, law enforcement agencies and the general public;
- Ability to analyze situations and adopt a quick, effective and reasonable course of action;
- Ability to write clear and concise reports and to maintain complete records as required;
- Ability to learn the use and care of vehicles, firearms, and specialized equipment;
- Ability to communicate effectively orally or in writing;
- Good physical condition;
- Ability to solve basic mathematical problems involving addition, subtraction, multiplication and division;

- Ability to use decimals and percentages in solving such problems;
- Ability to speak, read, and write in English;
- Ability to read and interpret documents such as safety rules, operating and maintenance instructions and procedure manuals;
- Ability to write routine reports and correspondence;
- Ability to speak effectively before groups of employees or organizations;
- Ability to also speak and write in Spanish preferred;
- Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardizations exists;
- Ability to interpret a variety of instructions furnished in written, oral, diagram or schedule form;
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the county.

PHYSICAL DEMANDS:

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

While performing the duties of this job, the employee is required to stand, walk, talk and hear. The employee frequently is required to sit; use hands to finger, handle or feel objects, tools or controls; reach with hands and arms; stoop, kneel, crouch or crawl. Employee subdues and restrains uncooperative inmates, runs, climb stairs, pushes heavy doors, handles and distributes heavy food/drink containers.

The employee must regularly lift and/or move up to ten (10) pounds, occasionally lift and/or move up to twenty-five (25) pounds, and in emergency situations, lift inmates with body weight ranging from 100 to 250 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus. Employee utilizes all visual abilities to keep and maintain control of inmates.

WORK ENVIRONMENT:

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

While performing the duties of this job, the employee frequently works near moving mechanical parts such as the doors and gates throughout the prison. The employee is occasionally exposed to fumes and airborne particles. The risk of electrical shock is present because of the large amount of electrical equipment which the officer encounters during the shift. The employee may be required to work outdoors or in areas where temperatures could exceed 100 degrees Fahrenheit or below 0 degrees Fahrenheit.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Approved 2001

Maintain effective audio-visual discrimination and perception needed for:

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

ACCIDENT PREVENTION PROGRAM:

Required to follow all department's safety regulations.

Approved 2001



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: **CONSTABLE PRECINCT NO. 4 (294-001)**

DATE: **11/09/11**

CURRENT POSITION TITLE: **SR. DEPUTY CONSTABLE (STEP II)**

CURRENT SLOT. #: 0004

REQUESTED POSITION TITLE: --

REQUEST FOR: OF POSITION

New Position Temporary Position Position Reclassification*

DELETION OF POSITION

Other _____

POSITION SALARY REQUEST:

<u>1</u>	SR. DEPUTY CONSTABLE STEP II/ \$43,263.00	<u>-0-</u>	\$	<u>(\$43,263.00)</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 **FUNDS FROM DELETED POSITION WILL BE UTILIZED TO PARTIALLY FUND ONE (1)**

NEW SERGEANT POSITION.

POSITION TYPE:

Full Time Employee Object 113 Part Time Employee Object 114

Full Time Temporary Object 121 Part Time Temporary Object 122

Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

CIVIL SERVICE: FLSA:

Exempt Exempt

Non-Exempt Non-Exempt

N/A

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

The position is being deleted in order to create a new sergeant position in accordance with the previously approved and revised step in grade as plan which Allows for Constable Precinct 4 to have two sergeant slots. This deleted position will be used to create one of the aforementioned and approved sergeant slots.


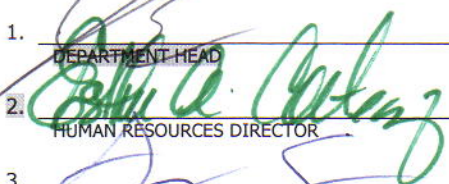
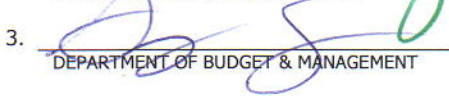
NEW POSITION: Brief job description and attach a copy of the new job description.

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

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>11/10/11</u> DATE	FUNDING AVAILABLE IN DEPT. BUDGET	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
2.	 HUMAN RESOURCES DIRECTOR	<u>11/10/2011</u> DATE	PERSONNEL PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
3.	 DEPARTMENT OF BUDGET & MANAGEMENT	<u>11/10/2011</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: **CONSTABLE PRECINCT NO. 4 (294-001)**

DATE: **11/09/11**

CURRENT POSITION TITLE: --

CURRENT SLOT. #: 0019

REQUESTED POSITION TITLE: SERGEANT

REQUEST FOR: OF POSITION

New Position Temporary Position Position Reclassification* Other _____

POSITION SALARY REQUEST:

<u>1</u>	<u>-0-</u>	SERGEANT (STEP III) / \$49,255.00	\$	<u>\$49,255.00</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 **FUNDS FROM DELETED POSITION WILL BE UTILIZED TO PARTIALLY FUND ONE (1) NEW SERGEANT POSITION.**

POSITION TYPE:

Full Time Employee Object 113 Part Time Employee Object 114

Full Time Temporary Object 121 Part Time Temporary Object 122

Enter hourly rate for temp. positions _____
Hourly Rate * 2,080 hrs. per year = Annual Salary _____

TEMPORARY POSITIONS:

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

CIVIL SERVICE: FLSA:

Exempt Exempt

Non-Exempt Non-Exempt

N/A

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)
The position is essential to maintain normal operations and is being created in accordance with the revised step in grade plan, previously approved by Commissioner's Court. This position will be one of the two sergeant slots allotted for Constable precinct 4.

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



The new position will have standard deputy constable duties patrol, narcotics, court processes or criminal investigation work. Depending on area to which assigned, may perform primarily undercover and surveillance work, patrol work, civil and criminal process serving or investigating work. In Addition, this position will have supervisory duties over other employees within the department. (see attached)

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	11/20/11 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
2.	 HUMAN RESOURCES DIRECTOR	11/10/2011 DATE	PERSONNEL PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
3.	 DEPARTMENT OF BUDGET & MANAGEMENT	11/10/2011 DATE	BUDGET PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
4.	COMMISSIONERS COURT APPROVAL	DATE		

AI-29546

8. A.

CC REGULAR

Meeting Date: 11/15/2011

Submitted By: Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Authorization and Approval to accept a donation from Curtis 1000 of twenty (20) check books for the Sheriff's "D" (Discharge) Bank Account.
2. Approval of Requisition Number 205730 for Curtis 1000 for \$22.00 for freight costs relating to donated items.

BACKGROUND

These books were printed in excess by Curtis 1000 on an original order placed by the county bank depository, First National Bank. Curtis 1000 is offering to donate the items to our department.

Value of donated items: \$283.00

Fiscal Impact

FISCAL YEAR: 2011

ACCT. #: 1-1100-423-21-280-002-0-346

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

To accept donation

Funds are available as of 11/07/11 to cover delivery expense related to donated items.
Requisition # 205730

Attachments

donation/requisition

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	11/07/2011 12:26 PM
Budget & Management	Merlen P. Munoz	11/08/2011 12:58 PM
Manuel Chapa	Manuel Chapa	11/08/2011 04:18 PM
Purchasing Department	Angela Garcia	11/10/2011 04:42 PM
Form Started By: Emilia Uriegas		Started On: 11/07/2011 10:10 AM
	Final Approval Date: 11/10/2011	

CURTIS1000

Proposal

REFERENCE NO.

IF YOU NEED ADDITIONAL INFORMATION,
PLEASE CONTACT:

OSCAR ZAPATA
P.O. BOX 4547
McALLEN, TX 78502
CELL: 956-605-1309
FAX: 956-631-1001
E-MAIL: ozapata@curtis1000.com
WEBSITE: www.curtis1000.com

For:

Company Name HIDALGO COUNTY SHERIFFS DEPT
 Attention: EMILIA URIEGAS
 Address 711 EL CIBOLO ROAD
 City EDINBURG State: TEXAS Zip: 78542
 Phone/Fax 956-393-6028/956-393-6027

Thank you for your inquiry. We are pleased to offer this proposal.

Proposal Date	Sales Representative	Approximate Delivery Date	F.O.B.	Terms
11/04/11	OSCAR ZAPATA	7-10 WORK DAYS		Net 20

Quantity	Description	Price
20 BOOKS	4 PLY SHERRIFF'S "D"(DISCHARGE) ACCOUNT CHECK BOOKS/ 75 CHECKS PER BOOK START#125399 THRU END#126898	14.15/BOOK \$283.00
	UPS DELIVERY	\$22.00
PLEASE NOTE THAT THE 20 BOOKS ARE AT NO CHARGE TO THE SHERIFF'S DEPARTMENT WE ARE REQUESTING THAT THE COUNTY OF HIDALGO/SHERIFF'S DEPT PAY FOR THE DELIVERY ONLY. (UPS DELIVERY CHARGE-\$22.00)		

Helping Business Do Business

WARRANTY INFORMATION:
 No warranty, expressed or implied, of fitness for any special use or purpose is made by the manufacturer. The liability of the manufacturer arising out of design, manufacture, sale, or use of the product shall not in any case exceed the purchase price thereof.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE:
 The Seller agrees to comply with the provisions of all rules and regulations applicable to this Proposal regarding ensuring equal opportunity in all aspects of employment without regard to race, religion, color, sex, age, national origin, veteran status, physical or mental handicap.

TERMS AND CONDITIONS:
 1. It is agreed by the purchaser that the delivery of a 5% shortage or overrun not exceeding 10% will be considered as filling an order and that such overruns will be accepted and paid for. Any shortage to be credited at the quantity rate.
 2. Title to goods passes when transferred to a common carrier.
 3. The terms and conditions listed on this proposal form are good for 30 days.

PAYMENT TERMS: Net 20 days
Thank you for your inquiry. We are pleased to offer this proposal and look forward to the opportunity to work further with you on this project.

OSCAR ZAPATA

 Sales Representative's Signature



Requisition No 00205730 Vendor YRODRIGUEZ
 Po No Address CURTIS 1000, INC.
 5150 BLALOCK
 HOUSTON TX 77041

Date Entered 11-07-2011
 Status Needs Approval by PURC

Line No	Quantity	Description	Unit Price	Payment Amount
1	1	FREIGHT FRO THE DONATION OF 20 CHECK BOOKS	22.0000	22.00

Account Number	Description	Total	Amount
1-1100-423-21-280-002-0-346	JAIL-HAULING & FREIGHT SERVICES	478.00	22.00

AI-29593

8. B.

CC REGULAR

Meeting Date: 11/15/2011

Submitted By: Maria Del Rosario Gonzalez,
SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Requesting approval from Commissioners' Court to sign renewal application for the Texas Military Surplus Program(Texas 1033), which is set to expire during November.

BACKGROUND

1. This program provides the opportunity to request the transfer of property from the Department of Defense (pursuant to 10 U.S.C., Subsection 2576a).
 2. The equipment is to be used for law enforcement activities, with emphasis on counterdrug and counterterrorism activities.
-

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Agenda Item does not require funding source.

Attachments

Texas Military Surplus Program
Supplemental Data Sheet

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	11/08/2011 04:38 PM
Budget & Management	Merlen P. Munoz	11/09/2011 11:52 AM
Manuel Chapa	Manuel Chapa	11/09/2011 01:57 PM
Purchasing Department	Angela Garcia	11/10/2011 04:42 PM
Form Started By: Maria Del Rosario Gonzalez		Started On: 11/08/2011 03:18 PM
	Final Approval Date: 11/10/2011	

Richard Ozuna

From: Ayala, Rolando [Rolando.Ayala@dps.texas.gov]
Sent: Monday, October 31, 2011 9:11 AM
To: Kilpatrick, Rony
Subject: Your application for the Texas Military Surplus Program (Texas 1033) will expire in November
Follow Up Flag: Follow up
Flag Status: Blue

To whom it may concern,

Your application to participate in the Texas Military Surplus Program (Texas 1033) will expire during November. If your department has weapons or controlled items, it is mandatory that you renew once a year. If you do not update, your department will be delinquent and will not be able to request, transfer or turn in equipment. I have attached the only approved forms for your convenience. If you have renewed recently, please let me know so that we may correct our records. If you have any questions please call our office.

Rolando Ayala

Texas 1033/1122 Program Specialist
"From the Warfighter to the Crimefighter"
(512) 424-7590/7540
(512) 827-6492 Cell
(512) 424-7591 Fax
Rolando.Ayala@dps.texas.gov

Texas Dept. of Public Safety
ATTN: Texas 1033
5805 N. Lamar - Building G
P.O. Box 4087
Austin, Texas 78773

STATE OF TEXAS 1033 PROGRAM PLANS, POLICIES AND PROCEDURES

PURPOSE:

The purpose of this document is to set forth the terms and conditions which will be binding on the parties with respect to excess Department of Defense (DOD) personal property which is transferred pursuant to 10 U.S.C. §2576a and to promote the efficient and expeditious transfer of the property.

AUTHORITY:

The Secretary of Defense is authorized by 10 U.S.C. §2576a to transfer to Federal and State Agencies, personal property that is excess to the needs of the DOD and that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with emphasis on counterdrug/counterterrorism activities, under such terms prescribed by the Secretary. The authorities granted to the Secretary of Defense have been delegated to the Defense Logistics Agency (DLA).

STAFFING AND FACILITIES:

By authority of the State Governor, the Joint Counterdrug Task Force Commander is the Texas 1033 Program State Coordinator. The State Coordinator appoints the State Points of Contact (SPOCs) to administer the daily operation of the 1033 Program.

TERMS AND CONDITIONS:

- **Law Enforcement Agency (LEA) Eligibility Criteria:** Must be a “law enforcement activity” whose primary function is enforcement of applicable Federal, State and local laws as defined by the DLA regulation (this is referring to DLA Directive (DLAD) 4160.10 which will be superseded by the One Book) and whose compensated officers have powers of arrest and apprehension.
- **How to Enroll in the State 1033 Program:** LEA must request enrollment via their State Coordinator. LEAs must provide a completed application packet to their State Coordinator. NOTE: Upon request of the Law Enforcement Support Office (LESO), a mission statement will need to be provided along with the datasheet. If the enrollment request is approved by the State Coordinator, it will be forwarded to the LESO. If approved by LESO, the State Coordinator will be contacted and provided with a LEA screener’s authorization memo (Authorization Letter for Property Screening and Receiving). Once enrolled, the LEA must acknowledge receipt of the memorandum of understanding (MOU) with the State Coordinator agreeing to the terms and conditions of the 1033 Program. As soon as an agency is properly enrolled, automations screening may be conducted through the Defense Reutilization and Marketing Office (DRMO) website. The State Coordinator’s office must provide the LEA with their login identification number for this application.
- **LEA Screener Criteria:** Must be full-time and/or part-time, sworn and/or non-sworn officers assigned to the LEA performing this duty. LEAs are allowed a maximum of four (4) screeners

per agency. A maximum of two (2) of the authorized screeners may physically screen at any DRMO at one time.

- **Identification/Acquisition/Transportation of Property:** LEAs find needed property electronically through the Defense Reutilization and Marketing Service (DRMS) website: www.drms.dla.mil or by physically visiting the nearest DRMO. Once property has been identified, LEAs submit a manual or electronic DRMS Form 103 to the State Coordinator. The State Coordinator approves/disapproves the request. If approved, it is sent to the LESO. If approved it goes to Military Standard Requisitioning and Issue Procedures (MILSTRIP) or a manual DD Form 1348 is sent to the State Coordinator. It is the responsibility of the State/LEA to transport requested property from the DRMOs to their location. DLA will not fund the transportation cost.
- **Storage of Property:** Unless the State is authorized as a distribution center, it will be the gaining LEA responsibility to store property received through the 1033 Program. Distribution centers should only hold property for their specific customers not more than 90 days. After that date, disposition should be requested, in writing, from the LESO, via their State Coordinator.
- **Distribution of Property:** LESO will approve property request in the following priority: counterdrug/counterterrorism and then any other law enforcement activities.
- **Security of Property:** It is the responsibility of the gaining State/LEA to safeguard all property received through the 1033 Program. Should any property become lost due to theft, destruction or unauthorized sale/disposal, this information must be forwarded to the State Coordinator within seven (7) working days after the incident. The State Coordinator will contact the LESO for additional guidance.
- **Accountability of Property:** Each LEA and the State must maintain records for all property acquired through the 1033 Program. These records must provide an "audit trail" for individual items of property from receipt to distribution. These documents include but are not limited to the following: DRMS Form 103 with all justifications or printouts of automated requests, DD Form 1348 (receipt and turn-in), all disposal and transfer paperwork, approved Bureau of Alcohol, Tobacco and Firearms (ATF) Form 10s, Certificate of Aircraft Registration (AC Form 8050-3), Aircraft Registration Application (AC-Form 8050-1), and any pertinent paperwork through the LESO. The records maintained must also satisfy any and all pertinent requirements under its applicable State statutes and regulations for the program and this property.
- **Establish Inactive File:** As of October 1, 2003, the LESO will institute a five (5) year file retention policy. This policy will state that LESO will maintain active files for two (2) years and inactive files for three (3) years. After five years, the files are destroyed with the exception of DEMIL code B through Q, sensitive items and \$20,000 or more high dollar items.
- **Utilization of Property:** Property received through the 1033 Program must be placed into use within one (1) year of receipt and utilized for a minimum of one (1) year, unless the condition renders it unusable. If property is not placed in use within one (1) year of receipt, it must be

transferred to another authorized agency, or returned to a DRMO. Property returns/turn-ins must be coordinated through the applicable State Coordinator and LESO.

- **State Compliance Reviews:** The State Points of Contact will inspect *at a minimum* 10% of the active agencies to ensure property accountability and proper use of equipment. All law enforcement agencies maintaining sensitive property will submit a written accountability statement detailing property type and serial numbers on the anniversary date of their Authorization Letter for the program.
- **Transfer of Property:** LEAs must coordinate, in writing, transfer of 1033 property through their State Coordinator. The State Coordinator will request final approval from the LESO. Property may be transferred within the State or between States as long as it is properly coordinated with the State Coordinator and LESO. If approved a “LESO transfer approval memo” will be sent to the State Coordinator. For more information regarding these items, view the following links:

Defense Demilitarization and Trade Security Controls (TSC) Program
www.demil.osd.mil

Military Critical Technologies List
www.dtic.mil/mctl

Critical Federal Supply Class (FSC) and Buzz words
www.drms.dla.mil/drms/internal/demil/CriticalBuzzKeyPt.pdf

Flight Safety Critical Aircraft Parts (FSCAP)
www.drms.dla.mil/drms/internal/demil/FSCAP.pdf

- **Disposal of Property:** LEAs must request approval, in writing, from their State Coordinator before any 1033 property is disposed. The State Coordinator will request final approval from the LESO. If approved a “LESO disposal approval memo” will be sent to the State Coordinator. Only DEMIL codes A, B and Q may be approved for disposal. Items with DEMIL codes of C, D, E, F, G and P must be transferred to an authorized agency or must be returned to a DRMO when no longer needed. Costs incurred for transfers, disposals or turn-ins will be borne by the State/LEA.
 - **DEMIL code A:** does not require demilitarization and may be disposed after obtaining State Coordinator and LESO approval.
 - **DEMIL code B:** does not require demilitarization and may be disposed or returned to a DRMO. If disposed, it must be in accordance with TSC (see DOD 4160.21-M, Defense Material Disposition Manual; DOD 4160.21-M-1, Defense Demilitarization Manual; DRMS-I 4160.14, Volume VII).
 - **DEMIL code Q:** does not require demilitarization and may be disposed or returned to a DRMO. If disposed, it must be in accordance with Commerce Control List Items

(CCLI) disposition requirements (see DOD 4160.21-M, Defense Material Disposition Manual; DOD 4160.21-M-1, Defense Demilitarization Manual; DRMS-I 4160.14, Volume VII).

- Specific Requirements for disposal of Munitions Lists Items (MLI)/CCLI (DEMIL codes B and Q) excerpt from DOD 4160.21-M:
 - Before disposing of MLI/CCLI property, Federal and State agencies must consider the export control requirements as promulgated by the Department of State, Department of Commerce and the Treasury Department, as applicable. Disposal methods shall ensure that appropriate safeguard requirements are in place prior to disposal. These will include, but are not limited to:
 - Notification of export control requirements to the end-user;
 - Exclusion of individuals, entities or countries who are excluded from Federal programs by the General Services Administration (GSA);
 - Exclusion if delinquent on obligations to the U.S. Government or are debarred or suspended from DOD contracts;
 - Exclusion if currently suspended for TSC violations;
 - Exclusion if subject to denial, debarment or other sanctions under public law.
- **DEMIL codes C, D, E, F, G and P:** require demilitarization and must be returned to a DRMO. The State Coordinator must obtain the LESOs approval for equipment returns.
 - LESO will provide turn-in documentation (DD Form 1348-1A). With few exceptions, the State/LEA will be asked to coordinate the turn-in with a local DRMO. The State/LEA informs LESO which DRMO has agreed to accept the turn-in. LESO will then provide turn-in documentation to the accepting DRMO. Upon receipt of the turn-in documentation, the LEA must return the property to the specified DRMO. The DRMO personnel receiving the materials will sign the turn-in document and give the LEA a copy of the signed receipt paperwork. This receipt paperwork must be maintained in the LEA's files and a copy of the receipt must be forwarded to the State Coordinator for their files. (see DOD 4160.21-M, Defense Material Disposition Manual; DOD 4160.21-M-1, Defense Demilitarization Manual; DRMS-I 4160.14, Volume VII for DEMIL rules).
- **Training:** The State Coordinator, State Points of Contact and LEAs should be trained/familiar with guidance on the following websites:

ABCs of DEMIL

www.hr.dla.mil/dtc/coursecatalog/PD/abcdmil.htm (knowledge of demilitarization codes)

DLA Operations

www.dla.mil (DLA handbook)

LESO Operations

www.dla.mil/j-3/leso (1033 Program/Automation training guides)

DRMS Operations

www.drms.dla.mil (automation requisitioning process/procedures)

THE STATE WILL:

- a. Receive applications for participation in this program from its law enforcement activities and validate with signature, their law enforcement mission prior to forwarding to LESO for approval as an authorized LEA. Once the approval process is completed and the agency is loaded in the DRMS automated requisitioning system, provide enrolled LEAs with their LEA ID number so they may request materials on-line.
- b. Forward requests to LESO for excess property that is necessary to meet requirements for LEA efforts. Assure the recipient LEA is identified on all requisitions.
- c. Be responsible for the transfer and/or allocation of property to qualified LEAs.
- d. Assure the LEAs agree to maintain, at no expense to the U.S. Government, adequate liability and property damage insurance coverage and workmen's compensation insurance to cover any claims.
- e. Control and maintain accurate records on all property obtained under this plan. These records must provide an "audit trail" for individual items of property from receipt to distribution. These documents include but are not limited to the following: DRMS Form 103 with all justifications or printouts of automated requests, DD Form 1348 (receipt and turn-in), all disposal and transfer paperwork, approved ATF Form 10s, Certificate of Aircraft Registration (AC Form 8050-3), Aircraft Registration Application (AC-Form 8050-1) and any pertinent paperwork through the LESO. The records maintained must also satisfy any and all pertinent requirements under its applicable State statutes and regulations for the program and this property.
- f. Enter into agreements with LEAs to assure they fully comply with the terms, conditions and limitations applicable to property transferred pursuant to this plan/program.
- g. Allow a maximum of four (4) screeners, full-time and/or part-time, sworn and/or non-sworn officers, per LEA performing this duty. The screeners must be named in a "letter of authorization/datasheet" provided to the LESO, to be updated as changes occur, or whenever LESO requests an update. A weapons point of contact (POC) fulltime officer

must be included on the “letter of authorization/datasheet” for any LEAs that have received or are requesting weapons. NOTE: A maximum of two (2) of the authorized screeners may physically screen at any DRMO at one time.

- h. Assure that all environmentally regulated property is handled, stored and disposed of in accordance with applicable Federal, State and local environmental laws and regulations.
- i. Assure that the following weapons are registered with the U.S. Treasury Department’s ATF: M14, M16, M21 and M79. The State and each LEA must comply with all applicable firearm laws and regulations. Report all stolen or unaccounted for weapons to DLA, LESO not later than seven (7) working days after it is discovered. The State Coordinator must provide a weapon POC on all LEA data sheets. All weapon transfers between LEAs must be approved by the LESO before it is completed. Maintain an approved copy of the ATF Form 10 for all M14, M16, M21 and M79 rifles issued to State/LEA.
- j. Identify to LESO each request that will be used in counterdrug/counterterrorism activities.
- k. Ensure LEAs are aware of their responsibilities in accordance with the Single Audit Act of 1984, as amended (31 U.S.C. 7501-7). Assist LEAs by providing information, as required, for audit submission. Assist LEAs by identifying which property oversight agency the audit information must be submitted to.
- l. Review and update State Plan of Operation annually (calendar year) or when the Governor-appointed State Coordinator changes or Governor changes. If there are no changes to the State Plan of Operation send a signed letter/email to the LESO indicating that the plan has been reviewed and no changes were necessary.
- m. Ensure all LEAs enrolled in the State 1033 Program maintain a current copy of the State Plan of Operation or MOU.
- n. Conduct periodic reviews of each LEA enrolled in the program, to include physical inventory/spot checks, of property received and any related records. Additionally, ensure LEAs are in compliance with applicable Memorandum of Agreement (MOA)/MOU and/or the State Plan of Operation. These reviews must be documented and maintained by the State Coordinator for future LESO compliance reviews.
- o. Obtain reconciliation reports from the LESO website and conduct monthly reconciliations on all items received and annual reconciliations for high dollar items (items valued over \$20,000) and Demil B-Q items between the State/LEA and LESO.
- p. Ensure serial/tail numbers are provided to LESO on items such as peacekeepers/armored personnel carriers (APCs), aircraft, night vision goggles (NVGs)/sights and weapons.

- q. Validate and certify LEA inventory reconciliation results electronically and forward them to LESO within 10 working days of the monthly or annual reconciliation process. Maintain a signed copy of all property reconciliation documentation received through the 1033 Program.
- r. Submit requests for property returns (turn-ins to a DRMO) to LESO. Note: Costs of shipping or repossession of the property by the U.S. Government will be borne by the LEA.
- s. Submit disposal, transfer and inventory adjustment requests to LESO.
- t. Contact the LESO in writing not later than 30 calendar days prior, to a State Coordinator change.
- u. All property transfers will cease if no current Governor's letter is on file; the State has not signed the MOA with DLA; the State Coordinator or POC does not validate all property requests and there is no State Plan of Operation on file.

THE LAW ENFORCEMENT AGENCY WILL:

- a. Submit applications for participation in this program to the State Coordinator for approval. Upon request from the State Coordinator or LESO provide a mission statement.
- b. Submit requests for property (electronically). Provide justification for all requisitions to the State Coordinator.
- c. Agrees to maintain, at no expense to the U.S. Government, adequate liability and property damage insurance coverage and workmen's compensation insurance to cover any claims.
- d. Control and maintain accurate records on all property obtained under this plan. These records must provide an "audit trail" for individual items of property from receipt to distribution. These documents include but are not limited to the following: DRMS Form 103 with all justifications or printouts of automated requests, DD Form 1348 (receipt and turn-in), all disposal and transfer paperwork, approved ATF Form 10s, Certificate of Aircraft Registration (AC Form 8050-3), Aircraft Registration Application (AC-Form 8050-1) and any pertinent paperwork through the LESO. The records maintained must also satisfy any and all pertinent requirements under its applicable State statutes and regulations for the program and this property.
- e. Comply with the terms, conditions and limitations applicable to property transferred pursuant to this plan/program.
- f. Allow a maximum of four (4) screeners, full-time and/or part-time, sworn and/or non-sworn officers, per LEA performing this duty. The screeners must be named in a "letter of authorization/datasheet" provided to the LESO, to be updated as changes occur, or

whenever LESO requests an update. A weapons POC fulltime officer must be included on the "letter of authorization/datasheet" for any LEAs that have received or are requesting weapons. NOTE: A maximum of two (2) of the authorized screeners may physically screen at any DRMO at one time. Appoint a Property Accountable Officer responsible for approving/disapproving all property requests and maintaining all records for property received that are accountable.

- g. Assure that all environmentally regulated property handled, stored and disposed of in accordance with applicable Federal, State and local environmental laws and regulations.
- h. Assure that the following weapons are registered with the U.S. Treasury Department's ATF: M14, M16, M21 and M79. Recipients must comply with all applicable firearm laws and regulations. Report all stolen or unaccounted for weapons to LESO through the State Coordinator not later than seven (7) working days after the incident has occurred. The LEA must provide a weapon POC on all data sheets. All weapon transfers between LEAs must be approved by the LESO before it is completed. LEA must maintain an approved copy of the ATF Form 10 for all M14, M16, M21 and M79 rifles received.
- i. Identify to LESO each request that will be used in counterdrug/counterterrorism activities.
- j. LEAs enrolled in the State 1033 Program must maintain a copy of the State Plan of Operation or MOU.
- k. LEAs must be aware of their responsibilities under the Single Audit Act of 1984, as amended (31 U.S.C. 7501-7).
- l. Conduct periodic reviews to include physical inventory/spot checks of actual property and related records. Ensure compliance with applicable MOA/MOU and/or the State Plan of Operation.
- m. Obtain reconciliation reports from the State Coordinator and conduct monthly and annual reconciliations. Provide reconciliation results to the State Coordinator.
- n. Ensure serial/tail numbers are provided to the State Coordinator on items such as peacekeepers/APCs, aircraft, NVGs/sights and weapons.
- o. Conduct inventory reconciliations and provide inventory reconciliation results electronically to the State Coordinator within 10 working days of the monthly or annual reconciliation process. Maintain a signed copy of all property reconciliation documentation received through the 1033 Program.
- p. Submit requests for property returns (turn-ins to a DRMO) to the State Coordinator. Note: Costs of shipping or repossession of the property by the U.S. Government will be borne by the LEA.
- q. Submit disposal, transfer and inventory adjustment requests to the State Coordinator.

- r. Contact the State Coordinator, in writing, not later than 30 days prior, when property accountable officer changes.

TERMINATION CRITERIA: An LEA may be terminated from the program *either temporarily or permanently* by the State Coordinator for failure to comply with any policy governing the program. A termination notice will be provided via certified mail from the State Coordinator's office.

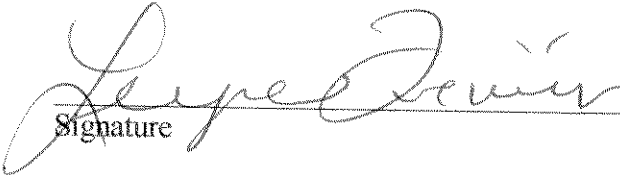
IN WITNESS THEREOF, the parties hereto have executed this agreement as of the last date written below.

Skylor Hearn
Assistant Director
Law Enforcement Support
Texas 1033 State Coordinator

AGENCY NAME:

Hidalgo County Sheriff's Office

AGENCY CHIEF EXECUTIVE OFFICIAL:



Signature

Guadalupe "Lupe" Treviño, Sheriff
Name / Title

Date

CLEAR

LAW ENFORCEMENT AGENCY (LEA) APPLICATION FOR PARTICIPATION

*This application must be updated and resubmitted within 30 days of any changes or on an annual basis

NEW [] UPDATE [x]

SCREENER ID (Update Only): _____

AGENCY: Hidalgo County Sheriff's Office

PHYSICAL ADDRESS (No P.O. Box): 711 El Cibolo road

MAILING ADDRESS (If different than above): _____

CITY: Edinburg STATE: Texas

ZIP: 78542 EMAIL: richard.ozuna@hidalgoso.org

PHONE: 956-383-8114 FAX: 956-393-6127

NUMBER OF COMPENSATED OFFICERS WITH ARREST AND APPREHENSION AUTHORITY

FULL-TIME: 271 PART-TIME: 0 RESERVE: 102

SCREENER(S) POC: MUST HAVE AT LEAST ONE

*MAIN POC: Designated POC for calls and emails on 1033 Program requests and property pickup

SCREENER/MAIN POC: Captain Armando Campos/armando.campos@hidalgoso.org

SCREENER/POC #2: Lieutenant Richard Ozuna/richard.ozuna@hidalgoso.org

SCREENER/POC #3: Motor Pool Supervisor Ruben Fausto/ruben.fausto@hidalgoso.org

SCREENER/POC #4: Senior Deputy Jesse James Brown/jj.brown@hidalgoso.org

WEAPON POC (Optional): Senior Deputy Jesse James Brown/jj.brown@hidalgoso.org

AIRCRAFT POC (Optional): N/A

INVENTORY CHECK

Does the Agency currently have any equipment from the 1208/1033 Program? YES [x] NO []

WEAPONS: YES [x] NO [] AIRCRAFT: YES [] NO [x] WATERCRAFT: YES [] NO [x]

TACTICAL VEHICLES: YES [] NO [x] OTHER CONTROLLED PROPERTY: YES [] NO [x] DEMIL A: (LESS THAN A YEAR OLD) YES [] NO [x]

*By signing this application, the Chief Executive Official/Head of Agency (Local Field Office) is aware of 1208/1033 Property currently in the possession of their department.

*Upon acceptance into the 1033 Program, I understand that I have 30 days to familiarize myself with the State Plan of Operation and all 1033 Program guidance that is provided by the State Coordinator and that by signing, I certify that all information contained above is valid and accurate.

CHIEF EXECUTIVE OFFICIAL/: Guadalupe "Lupe" Treviño DATE: _____ HEAD OF LOCAL AGENCY

PRINTED NAME: [] SIGNATURE: [Handwritten Signature]

STATE COORDINATOR: Skylor Hearn DATE: _____ (NOT REQUIRED FOR FEDERAL) PRINTED NAME:

SIGNATURE: _____

TEXAS 1033 SURPLUS PROPERTY PROGRAM
APPLICATION LETTER

TO: Texas Department of Public Safety
ATTN: Texas 1033 Program
5805 N. Lamar Blvd.
BLDG G
Austin, TX 78752

AGENCY: Hidalgo County Sheriff's Office

SUBJECT: Request Authorization for Screening and Receiving Surplus Property

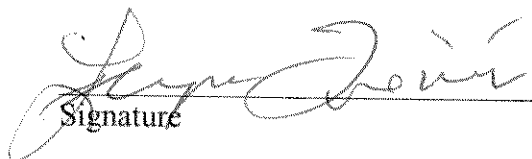
1. Our Agency request that the personnel listed on the attached Law Enforcement Agency (LEA) Data Sheet be granted authorization to screen for and receive excess federal property as defined in the Defense Authorization Act, 1997, Public Law 104-181 Section 1033, Transfer of Excess Personal Property.
2. We, the undersigned, understand and agree that failure to comply with the terms of this application is in direct conflict with the intent of this program, and failure on our agency's part to abide by the terms and conditions of the Texas 1033 Program may result in termination from the program and other sanctions including civil or criminal prosecution.
3. We understand and agree that we are responsible for all transportation costs incident to the redistribution or collection of any transferred property. Transferred property must be removed from the Defense Reutilization and Marketing Offices (DRMO) within fourteen (14) days or sooner if so directed by the DRMO. Failure to claim and remove property may result in the redistribution of the property to another agency.
4. We understand and agree that this property is transferred from the Department of Defense (DoD). Transferred property must have a direct application to the LEA's street law enforcement, arrest and apprehension mission. Transferred property may not be disposed of, bartered or transferred without prior notification, written authorization and instructions from the Texas 1033 Program, including instances in which property is no longer serviceable for law enforcement use.
5. We understand and acknowledge that at no time can transferred aircraft or weapons be sold. Additionally, assigned aircraft or weapons can not be disposed of, bartered or transferred without written consent from the Texas 1033 Program. Failure to comply will result in eternal termination from the program and possible civil or criminal prosecution.
6. We have read and understand, in its entirety, the Texas Military Surplus Property and Procurement Program booklet. We understand and agree to comply with the terms and conditions of the Texas 1033 Program and have signed the Release of Liability Statement.
7. We understand that the Federal Freedom of Information Act and the Texas Open Records Act apply to all property received under the Texas 1033 Program.

8. We understand and agree that our authorization to screen and receive property expires one year from the Law Enforcement Support Office (LESO) authorization letter date. We also understand that it is our responsibility to submit a new Texas 1033 Program application packet each year prior to the one year anniversary of our Authorization Letter and/or when there are administration changes and a new LEA Data Sheet when there are any personnel changes. Failure to comply may result in suspension from the program and possible termination.

9. We understand that the inventory form (TX 1033 Form A6) will be completed and maintained for all transferred property. Additionally, we acknowledge that the inventory form must be submitted annually with the application packet to maintain compliance with program policies. Failure to comply may result in suspension of the program and possible termination.

10. We understand that if a vehicle is obtained through the Texas 1033 Program, the LEA will forward photocopies of both (1) the United States Government Certificate to Obtain Title to a Vehicle (SF 97); and (2) the Texas Certificate of Title (Form 30-C) to the Texas 1033 Program Office within thirty (30) days of receipt.

AGENCY CHIEF EXECUTIVE OFFICIAL¹:



Signature

Date

Guadalupe "Lupe" Treviño, Sheriff
Name / Title

AUTHORIZED OFFICIAL²:

Signature

Date

Ramon Garcia, County Judge
Name / Title

¹ Agency Chief Executive Official – Chief of Police or County Sheriff.

² Authorized Official – County Judge, Mayor, or City Manager/Administrator, University/College President or Director.

TEXAS 1033 SURPLUS PROPERTY PROGRAM

Application Packet Instructions

To apply or reenroll in the Texas 1033 Surplus Property Program please complete the four (4) required parts of the application packet.

Note: The Chief Executive Official is the Chief of Police, County Sheriff or Constable. The Authorized Official for Police Departments is the Mayor, City Manager or City Administrator; for Counties it is the County Judge; for School Districts or Universities/Colleges it is the Superintendent or President.

ALL FORMS MUST BE TYPED; HAND WRITTEN PACKETS WILL NOT BE ACCEPTED.

1. LESO – Law Enforcement Agency Data Sheet

Complete the following fields on the LESO Data Sheet

- a. Date – enter current date
 - b. Agency – enter agency's full name
 - c. Address, City, State, Zip, Email, Phone and Fax – PO Boxes are not authorized
 - d. Number of Sworn Officers – enter quantity of sworn officers for each sub category (F/T, P/T, Reserve)
 - e. Screeners & Weapons POCs – List personnel that are authorized to screen and receive surplus property
 - f. Inventory Check – check the appropriate block for the type of loaned property
 - g. State & Local Agencies – enter Chief Executive Official's Name and Rank
- DO NOT ENTER ANY DATA IN THE 'FEDERAL AGENCIES' BLOCK

2. TX 1033 – Supplemental Data Sheet

Complete the following fields on the State Data Sheet

- a. Date – enter current date
- b. Agency – enter agency's full name
- c. Phone / Alternate Phone
- d. Fax
- e. Website – if applicable
- f. Screener's Data – enter Rank, Name and Email address for each screener (**required**)
- g. Weapons Officer's Data – enter Rank, Name and Email address for weapons POC
- h. Agency Chief Executive Official – enter Name, Title and Email address (**required**)
- i. Authorized Official – enter Name, Title and Email address (**required**)

3. TX 1033 – Application Letter

Read and complete the following fields on the Application Letter

- a. Agency – enter agency's full name
- b. Agency Chief Executive Official – enter Date, Name and Title of official
- c. Authorized Official – enter Date, Name and Title of official

4. TX 1033 – Release of Liability

Read and complete the following fields on the Release of Liability

- a. Agency – enter agency’s full name
- b. City / County – enter the city and county the applicant agency resides
- c. Agency Chief Executive Official – enter Date, Name and Title of official
- d. Authorized Official – enter Date, Name and Title of official

Print for Signature:

The Agency Chief Executive Official (sheriff, chief, constable) is required to sign all four forms in the designated area.

The Authorized Official is required to sign the Supplemental Data Sheet, Application Letter and Release of Liability in the designated area.

Submit for Approval:

The application packet can be either emailed to your assigned State Point of Contact or faxed to the Program’s office at (512) 424-7591; ATTN: TX 1033 Program.

State Point(s) of Contact:

SGT Rondy L. Kilpatrick; email: rondy.kilpatrick@dps.texas.gov, office: (512) 424-2676.
Rolando Ayala (Retired); email: rolando.ayala@dps.texas.gov, office: (512) 424-7540.



TEXAS 1033 SURPLUS PROPERTY PROGRAM SUPPLEMENTAL DATA SHEET

Date: 11/7/2011

Agency: Hidalgo County Sheriff's Office

Phone: (956) 383-8114 **Alternate Phone:** (956) 393-6022

Fax: (956) 393-6127

Website (if applicable): www.hidalsoso.org

Screener #1: Captain Armando Campos armando.campos@hidalgoso.org
RANK / NAME / E-MAIL ADDRESS


Screener #2: Lieutenant Richard Ozuna richard.ozuna@hidalgoso.org
RANK / NAME / E-MAIL ADDRESS

Screener #3: Motor Pool Supervisor Ruben Fausto ruben.fausto@hidalgoso.org
RANK / NAME / E-MAIL ADDRESS

Screener #4: Senior Deputy Jesse James Brown jj.brown@hidalgoso.org
RANK / NAME / E-MAIL ADDRESS

Weapons Officer: Senior Deputy Jesse James Brown jj.brown@hidalgoso.org
RANK / NAME / E-MAIL ADDRESS

AGENCY CHIEF EXECUTIVE OFFICIAL¹

Signature: 

Name: Guadalupe "Lupe" Treviño

Title: Hidalgo County Sheriff

Email: sheriff.trevino@hidalgoso.org

AUTHORIZED OFFICIAL²

Signature: _____

Name: Ramon Garcia

Title: Hidalgo County Judge

Email: ramon.garcia@co.hidalgo.tx.us

¹ Agency Chief Executive Official – Chief of Police or County Sheriff.

² Authorized Official – County Judge, Mayor, or City Manager/Administrator, University/College President or Director.

TEXAS 1033 SURPLUS PROPERTY PROGRAM
RELEASE OF LIABILITY

AGENCY: Hidalgo County Sheriff's Office,

Edinburg, Texas

City / County

The Texas Law Enforcement Agency (LEA) designated above acknowledges receipt of excess property from the Department of Defense pursuant to Section 1033 of the National Defense Authorization Act for Federal Fiscal Year 1997 (the "Act"). Such excess property transferred pursuant to the Act may include small arms and ammunition (hereinafter referred collectively as the "Transferred Property").

The LEA acknowledges that the Transferred Property is considered excess to the needs of the Department of Defense and that the Transferred Property may be in any condition from new to unserviceable. The LEA acknowledges that there may be hazards associated with the use of the Transferred Property, which could cause damage to property and serious injury or death. The term "use" with respect to the Transferred Property is acknowledged to include, but is not limited to, active deployment, passive transportation, and mere possession. The LEA agrees to provide appropriate or adequate training to any person who may use the property. The LEA agrees that it IS NOT the responsibility of the Department of Defense, the State of Texas or the Texas Joint Military Forces to provide appropriate or adequate training to any person using the Transferred Property.

The Department of Defense, the State of Texas nor the Texas Joint Military Forces assumes any liability for damages or injuries to any person or property arising from the use the Transferred Property. By signing this agreement, the LEA agrees to be solely responsible for any and all suits, actions, demands or claims of any nature arising from the use of the Transferred Property. The LEA agrees to maintain, at its expense, adequate liability and property damage insurance and workman's compensation insurance to cover any such claims.

The LEA accepts Transferred Property "as is" with no warranty of any kind. The Department of Defense, the State of Texas nor the Texas Joint Military Forces make any claims or warranties, expressed or implied, concerning the Transferred Property, including but not limited to warranty of fitness for a particular purpose.

The LEA acknowledges that any item of the Transferred Property meeting the definition of "machine gun" found in 26 U.S. C. 584(b)* must be registered with the Bureau of Alcohol, Tobacco, and Firearms (BATF) with an ATF Form-10 (Application for Registration of Firearm Acquired by Certain Governmental Entities). Upon receipt of a properly executed Form-10, ATF will accept the registration of the machine gun and notify the LEA. Any machine gun registered in this manner is restricted for law enforcement use only. The LEA agrees to provide the State Coordinator's Office a copy of an approved Form-10 for each machine gun that is part of any Transferred Property received. The LEA must execute a separate transfer agreement with the United States Army, through the 1033 Program, for any small arms/weapons.

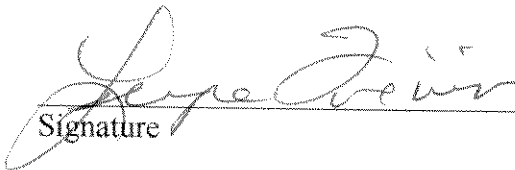
The LEA acknowledges that it is solely responsible for any and all costs associated with the transferred Property, including but not limited to, packing, crating, handling, transportation, repossession, and disposal.

The LEA acknowledges that Transferred Property may be disposed of only with written approval from the State Coordinator's Office and in accordance with local, state, federal laws, and the regulations and guidelines of the 1033 Program prescribed by the Law Enforcement Support Office. The LEA specifically acknowledges that the preceding rule includes, but is not limited to the transfer, destruction or abandonment of any Transferred Property constituting small arms/weapons and weapons parts.

Subject to the conditions set forth herein, title to the Transferred Property is assumed by the LEA upon written acceptance hereof from the LEA.

By signing below, the Agency Chief Executive Official and the Authorized Official acknowledge and understand all previously stated guidelines and conditions.

AGENCY CHIEF EXECUTIVE OFFICIAL¹:


Signature

Date

Guadalupe "Lupe" Treviño, Sheriff
Name / Title

AUTHORIZED OFFICIAL²:

Signature

Date

Ramon Garcia, County Judge
Name / Title

* The National Firearms Act, 26 U.S.C. section 5801 et seq., defines a firearm to include machine gun. 26 U.S.C. Section 5845(a)(6). That same act, defines a machinegun as follows:

The term "machine gun" means any weapon which shoots, is designed to shoot, or can be readily restored to shoot, automatically more than one shot, without manual reloading, by a single function of the trigger. The term shall also include the frame or receiver of any such weapon, any combination of parts designed and intended, for use in converting a weapon into a machine gun, and any combination of parts from which a machine gun can be assembled if such parts are in the possession or under the control of a person.

¹ Agency Chief Executive Official – Chief of Police or County Sheriff.

² Authorized Official – County Judge, Mayor, or City Manager/Administrator, University/College President or Director.

AI-29551

8. C.

CC REGULAR

Meeting Date: 11/15/2011

Submitted By: Maria Del Rosario Gonzalez,
SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

DOJ-USMS- U.S. Marshal (1284):

1. Approval to accept overtime funding from the U.S. Department of Justice, U.S. Marshals Service for two (2) officers in the amount of \$28,400.00.
2. Approval of Certification of Revenues as certified by the County Auditor for the DOJ-USMS funding.
3. Approval to appropriate funds in the amount of \$28,400.00 for USMS overtime funding.

BACKGROUND

Pursuant to Memorandum of Understanding between the United States Marshals Service (USMS) and the Hidalgo County Sheriff's Office, funding is being made available for overtime expenses for two (2) officers assigned to the joint law enforcement operations task force.

Period of performance is October 11, 2011 through September 30, 2012.

Obligation Number: D79-12-6007

Fiscal Impact

FISCAL YEAR: 2011

ACCT. #: 1-1284-421-00-280-068-2-131

FUNDS AVAILABLE Y/N?: See Approp MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Appropriation of funds in the total amount of \$28,400.00 for DOJ-USMS Funding of FY 2012.

Period of performance is from 10/11/11 to 9/30/12.

Revenue account # 1-1284-331-12-280-068-2-000 DOJ-USMS Revenues

Fringe benefits relating to the overtime hours are to be charged to the Sheriff's Office Budget (Account #1-1100-421-00-280-001-0-XXX).

Attachments

New OT Grant Renewal FY2012

MOU FY 2011

budget amendment

Form Review

Inbox

Reviewed By

Date

Emilia Uriegas	Emilia Uriegas	11/08/2011 09:46 AM
Budget & Management	Merlen P. Munoz	11/08/2011 01:23 PM
Manuel Chapa	Manuel Chapa	11/08/2011 04:34 PM
Rosalinda Cantu	Rosie Cantu	11/09/2011 02:08 PM
Purchasing Department	Angela Garcia	11/10/2011 04:42 PM
Form Started By: Maria Del Rosario Gonzalez		Started On: 11/07/2011 01:26 PM
Final Approval Date: 11/10/2011		



JOINT LAW ENFORCEMENT OPERATIONS TASK FORCE OBLIGATION DOCUMENT

Section 1: Obligation Number

79-12-6007

Section 2: Participating Agencies

Notification to state and local agencies of funding provided in support of Joint Law Enforcement Operations, pursuant to the Memorandum of Understanding (MOU) between:

Hidalgo County Sheriff's Office

And

**The United States Marshals Service (USMS)
S/Texas (79)**

Section 3: Period of Performance

October 11, 2011 through September 30, 2012

Section 4: Vehicle Information

Vehicle Quantity	Fuel/Maintenance and Retrofitting
Quantity of vehicles: <u>0</u>	Quantity of vehicles: <u>0</u>
Total vehicle purchase: <u>\$0.00</u>	Total vehicle fuel/maintenance and retrofit: <u>\$0.00</u>

Section 5: Appropriation Data

Fiscal Year	Organization	Fund	Project	SOC	Purpose	Dollar Amount
FY: 2011		5042X	[Select]	2570	Vehicle	<u>\$0.00</u>
FY: 2012		5042X	JLEOTFS 4	2607	Fuel/Maintenance	<u>\$0.00</u>
FY: 2011		5042X	[Select]	2544	Retrofit	<u>\$0.00</u>
FY: 2011		5042X	[Select]	2650	Radios	<u>\$0.00</u>
FY: 2011		5042X	[Select]	2100	Travel	<u>\$0.00</u>
FY: 2011		5042X	[Select]	2523	Training	<u>\$0.00</u>
FY: 2011		5042X	[Select]	2614	Equipment	<u>\$0.00</u>
FY: 2012		5042X	JLEOTFS 4	2599	Overtime	<u>\$28,400.00</u>
Total Obligation Amount:						<u>\$28,400.00</u>

Section 6: Contact Information

District/RFTF POC:	State/Local POC:
Name: <u>Pete Acosta</u>	Name: <u>Lupe Trevino</u>
Phone: <u>(956) 618-8025</u>	Phone: <u>(956) 383-8114</u>
Email: <u>pete.acosta@usdoj.gov</u>	Email: <u>sheriff.trevino@hidalgo.org</u>

Section 7: Authorization

This obligation document serves as notification of funding provided to support state and local agencies participating in Joint Law Enforcement Operations subject to the availability of funds. The United States Marshals Service reserves the right to remove unused residual funds upon completion of payments under this obligation.

Certification of Funds: Ann Adams
Ann Adams, Administrative Officer
USMS Representative

10-11-11
Date

Obligation Approval: Charles Paulette
Charles Paulette
Chief Deputy or RFTF Commander

10/01/11
Date

Acknowledgement: [Signature]
Department Representative

11-9-11
Date

Maria Gonzalez

From: Acosta, Pete (USMS) [Pete.Acosta@usdoj.gov]
Sent: Monday, November 07, 2011 3:01 PM
To: rosieg@hidalgoso.org
Subject: Overtime Monies USM-607

Rosie,

I learned today that a new MOU does not need to be signed just the USM-607 which you already have in your possession. Once signed by the Sheriff please make copies for yourself and return the original to me.

Thanks,

Pete Acosta
United States Marshals Service
McAllen, Texas (E79) GCVOFTF
(956)618-8025 - Office
(956)225-8963 - Mobile



JOINT LAW ENFORCEMENT OPERATIONS TASK FORCE OBLIGATION DOCUMENT

Section 1: Obligation Number

DM-11-0090

Section 2: Participating Agencies

Notification to state and local agencies of funding provided in support of Joint Law Enforcement Operations, pursuant to the Memorandum of Understanding (MOU) between:

Hidalgo County Sheriffs Office

And

**The United States Marshals Service (USMS)
S/Texas (79)**

Section 3: Period of Performance

November 01, 2010 through September 30, 2011

Section 4: Vehicle Information

Vehicle Quantity	Fuel/Maintenance and Retrofitting
Quantity of vehicles: <u> </u>	Quantity of vehicles: <u> 0 </u>
Total vehicle purchase: <u> \$0.00 </u>	Total vehicle fuel/maintenance and retrofit: <u> \$0.00 </u>

Section 5: Appropriation Data

Fiscal Year	Organization	Fund	Project	SOC	Purpose	Dollar Amount
FY: 2010		5042X	[Select]	2570	Vehicle	<u> \$0.00 </u>
FY: 2010		5042X	[Select]	2607	Fuel/Maintenance	<u> \$0.00 </u>
FY: 2010		5042X	[Select]	2544	Retrofit	<u> \$0.00 </u>
FY: 2010		5042X	[Select]	2650	Radios	<u> \$0.00 </u>
FY: 2010		5042X	[Select]	2178	Travel	<u> \$0.00 </u>
FY: 2010		5042X	[Select]	2523	Training	<u> \$0.00 </u>
FY: 2010		5042X	[Select]	2651	Equipment	<u> \$0.00 </u>
FY: 2011		5042X	JLEOTFS 4	2599	Overtime	<u> \$20,000.00 </u>
Total Obligation Amount:						<u> \$20,000.00 </u>

Section 6: Contact Information

District/RFTF POC:	State/Local POC:
Name: <u>Isaac Karam</u>	Name: <u>Lupe Trevino</u>
Phone: <u>(956) 648-2094</u>	Phone: <u>(956) 383-8114</u>
Email: <u>isaac.karam@usdoj.gov</u>	Email: <u>sheriff.trevino@hidalgo.org</u>

Section 7: Authorization

This obligation document serves as notification of funding provided to support state and local agencies participating in Joint Law Enforcement Operations subject to the availability of funds. The United States Marshals Service reserves the right to remove unused residual funds upon completion of payments under this obligation.

Certification of Funds: Ann Adams 10/28/10
 Ann Adams, Administrative Officer
 USMS Representative Date

Obligation Approval: Steve Tiller 10/28/10
 Steve Tiller, Chief Deputy U.S. Marshal
 Chief Deputy or RFTF Commander Date

Acknowledgement: see attached MOU _____
 Department Representative Date



U.S. Department of Justice
United States Marshals Service
Southern District of Texas
515 Rusk, Room 10002
Houston, TX 77002

November 1, 2010

Sheriff Guadalupe Treviño
Hidalgo County Sheriffs Office
711 E. El Cibolo Road
Edinburg, TX 78541

Dear Sheriff Treviño,

This is to notify you of procedures regarding submission of invoices for overtime in support of the Joint Law Enforcement Operations Memorandum of Understanding with the United States Marshals Service effective November 1, 2010 – September 30, 2011. Invoices are to be submitted on a monthly basis (i.e., December 2010, January 2011) and should reflect a summary of overtime hours incurred by each investigator for the month. The invoice should be on your agency's letterhead and can be submitted in your invoice format, but must include the following elements:

- 1) Name and title of each investigator who incurred overtime during the month;
- 2) Hourly regular and overtime rates in effect for each investigator during the month;
- 3) Total overtime hours incurred by investigator during the month;
- 4) Total overtime dollars for each investigator for the month;
- 5) Total bill amount for the month; and
- 6) Obligation No. D79-11-0090 and Billing Period (Month).

Invoices should be submitted to Supervisory Deputy Isaac Karam, who will review, approve, and forward to my attention for payment. Additional backup documentation should be available upon request to verify the accuracy of the summary level invoices in case of an audit or to assist the district in the invoice review process.

If you have questions regarding the invoicing procedure, please contact me at (713) 718-4303.

Sincerely,

Brian J. Drake
Management & Program Analyst

Attachments:

- Memorandum of Understanding Joint Law Enforcement Operations dated October 28, 2010
- Memorandum of Understanding between Hidalgo County Sheriffs Office and the United States Marshals Service

Copies Furnished: Isaac Karam, Supervisory Deputy
United States Marshals Service

PARTIES AND AUTHORITY:

This Memorandum of Understanding (MOU) is entered into by the Hidalgo County Sheriff's Office and the United States Marshals Service (USMS) pursuant to the Presidential Threat Protection Act of 2000 (Public L. 106-544, § 6, December 19, 2000, 114 Stat. 2718, 28 U.S.C. § 566 note). As set forth in the Presidential Threat Protection Act of 2000 and directed by the Attorney General, the USMS has been granted authority to direct and coordinate permanent Regional Fugitive Task Forces consisting of Federal, state, and local law enforcement authorities for the purpose of locating and apprehending fugitives.

The authority of the USMS to investigate fugitive matters as directed by the Attorney General is set forth in 28 USC § 566. The Director's authority to direct and supervise all activities of the USMS is set forth in 28 USC § 561(g) and 28 CFR 0.111. The authority of United States Marshals and Deputy U.S. Marshals to, "in executing the laws of the United States within a State . . . exercise the same powers which a sheriff of the State may exercise in executing the laws thereof" is set forth in 28 USC § 564. Additional authority is derived from 18 USC § 3053 and Office of Investigative Agency Policies Resolutions 2 & 15. See also "Memorandum for Howard M. Shapiro, General Counsel, Federal Bureau of Investigation" concerning the "Authority to Pursue Non-Federal Fugitives", issued by the U.S. Department of Justice, Office of Legal Counsel, dated February 21, 1995. See also: Memorandum concerning the Authority to Pursue Non-Federal Fugitives, issued by the USMS Office of General Counsel, dated May, 1, 1995. See also: 42 U.S.C. § 16941(a)(the Attorney General shall use the resources of federal law enforcement, including the United States Marshals Service, to assist jurisdictions in locating and apprehending sex offenders who violate sex offender registration requirements).

MISSION:

The primary mission of the task force is to investigate and arrest, as part of joint law enforcement operations, persons who have active state and federal warrants for their arrest. The intent of the joint effort is to investigate and apprehend local, state and federal fugitives, thereby improving public safety and reducing violent crime.

Each participating agency agrees to refer cases for investigation by the DFTF (District Fugitive Task Force). Cases will be adopted by the DFTF at the discretion of the District Chief Deputy, and in accordance with the provisions of the Presidential Threat Protection Act, the Adam Walsh Child Protection and Safety Act, and the U.S. Department of Justice. Targeted crimes will primarily include violent crimes against persons, weapons offenses, felony drug offenses, failure to register as a sex offender, and crimes committed by subjects who have a criminal history involving violent crimes, felony drug offenses, and/or weapons offenses. Upon receipt of a written request, the DFTF may also assist non-participating law enforcement agencies in investigating, locating and arresting their fugitives. Task force personnel will be assigned federal, state, and local fugitive cases for investigation. Investigative teams will consist of personnel from different agencies whenever possible. Each participating agency retains responsibility for the cases they refer to the DFTF.

Federal fugitive cases referred to the task force for investigation by any participating agency will be entered into the National Crime Information Center (NCIC) by the USMS or originating agency, as appropriate. State or local fugitive cases will be entered into NCIC (and other applicable state or local lookout systems) as appropriate by the concerned state or local agency.

SUPERVISION:

The DFTF will consist of law enforcement and administrative personnel from federal, state, and local law enforcement agencies. Agencies must be approved by the District Chief Deputy prior to assignment to the DFTF. Agency personnel may be removed at anytime at the discretion of the District Chief Deputy.

Direction and coordination of the DFTF shall be the responsibility of the USMS District Chief Deputy. Administrative matters which are internal to the participating agencies remain the responsibility of the respective agencies. Furthermore, each agency retains responsibility for the conduct of its personnel.

A Task Force Advisory Committee, consisting of representatives of participating agencies and USMS district personnel, may be established at the direction of the District Chief Deputy and will meet and confer as necessary to review and address issues concerning operational matters within the DFTF.

PERSONNEL:

In accordance with Homeland Security Presidential Directive (HSPD) 12, personnel assigned to the task force are required to undergo background investigations in order to be provided unescorted access to USMS offices, records, and computer systems. The USMS shall bear the costs associated with those investigations. Non-USMS law enforcement officers assigned to the task force will be deputized as Special Deputy U.S. Marshals.

Task force personnel may be required to travel outside of the jurisdiction to which they are normally assigned in furtherance of task force operations. State or local task force officers traveling on official business at the direction of the USMS shall be reimbursed directly by the USMS for their travel expenses in accordance with applicable federal laws, rules, and regulations.

REIMBURSEMENT:

The Marshals Service receives Asset Forfeiture funding for either 1) overtime incurred by state and local investigators who provide full time support to USMS DFTF joint law enforcement task forces; or 2) travel, training, purchase or lease of police vehicles, fuel, supplies or equipment for state and local investigators in direct support of state and local investigators. The USMS shall, pending availability of funds, reimburse your organization for expenses incurred, depending on which category of funding is provided.

Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-1811-12, Step 1, of the general pay scale for the RUS. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper invoice which shall be submitted quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the DFTF during the quarter; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total quarterly cost. The invoice should be submitted to the District Chief Deputy, who will review the invoice, stamp and sign indicating that services were received and that the invoice is approved for payment. Invoices for equipment, supplies, training, fuel, and vehicle lease should provide supporting documentation including receipts.

EQUIPMENT:

Notwithstanding the above, pending the availability of asset forfeiture funding and approval by the USMS in advance of any purchase, the USMS may reimburse or make direct payments to qualified third party vendors for vehicles and equipment purchased by the undersigned state or local agency in support of full time state and local investigators assigned to the DFTF involved in joint law enforcement operations. Such vehicle and equipment purchases are to be contracted for and titled in the name of the state or local law enforcement agency and must comply with requirements prescribed by the USMS pursuant to this MOU and applicable policies of the United States Department of Justice. Vehicles and equipment purchased by state and local law enforcement agencies with asset forfeiture monies provided by the USMS must remain available for exclusive use of the task force officers assigned to the DFTF by the undersigned participant agency for the duration of the task force. Upon termination of the agreement, usage and disposition of such vehicles are at the discretion of the undersigned state or local law enforcement agency.

Pending the availability of funds and equipment, the USMS will issue USMS radios, telephones, and other communication devices to each task force officer to be used for official DFTF business. Any other equipment used by or assigned to task force officers will remain the property of the agency issuing the equipment and will be returned to that agency upon termination of the task force, or upon agency request.

RECORDS AND REPORTS:

Original reports of investigation, evidence, and other investigative materials generated, seized, or collected by the DFTF shall be retained by the agency in the DFTF responsible for the case. However, evidence may be turned over to other law enforcement agencies as appropriate. Copies of investigative reports and other materials may be provided to other agencies in accordance with applicable laws, rules, and regulations. Task force statistics will be maintained in the USMS Justice Detainee Information System (JDIS) - Warrant Information Network (WIN). Statistics will be made available to any participating agency upon request.

INFORMANTS:

Pending the availability of funds, the USMS may provide funding for the payment of informants. However, all payments of informants utilizing USMS funding shall comply with USMS policy.

USE OF FORCE:

All members of the DFTF shall comply with their agency's guidelines concerning the use of firearms, deadly force, and less-lethal devices. Copies of all applicable firearms, deadly force, and less-lethal policies shall be provided to the District Chief Deputy and each concerned task force officer. In the event of a shooting involving task force personnel, the incident will be investigated by the appropriate agency(s).

NEWS MEDIA

Media inquires will be referred to the District Chief Deputy. A press release may be issued and press conference held, upon agreement and through coordination with participant agencies representatives. All press releases will exclusively make reference to the task force.

RELEASE OF LIABILITY:

Each agency shall be responsible for the acts or omissions of its employees. Participating agencies or their employees shall not be considered as the agents of any other participating agency. Nothing herein waives or limits sovereign immunity under federal or state statutory or constitutional law. The participating agencies agree to hold harmless the United States from any claim, cause of action, or judgment resulting from the negligent acts of their employees.

EFFECTIVE DATE AND TERMINATION:

This MOU is in effect once signed by a law enforcement participant agency. Participating agencies may withdraw their participation after providing 30 days advanced written notice to the District Chief Deputy U.S. Marshal (CDUSM).


United States Marshal


Participant Agency Representative - Hidalgo Co. Sheriff's Office

Assistant Director, IOD

DATE: November 8, 2011

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: DOJ-USMS--Overtime

ACCOUNT NUMBER: 1-1284-421-00-280-068-2-131

SUBJECT **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
1-1284-421-00-280-068-2-131	Overtime Pay	28,400.00

TOTAL APPROPRIATIONS 28,400.00

1-1284-331-12-280-068-2-000 U.S. Department of Justice-- 28,400.00

U.S. Marshals Service

TOTAL REVENUES 28,400.00

REASON: To appropriate budget for FY2012 overtime funding provided by the United States Marshals Service for two (2) officers assigned to the joint law enforcement operations task force.

Period of Performance: 10/11/2011 to 9/30/12

Obligation Number: D79-12-6007

Note: Expenses relating to the fringe benefits for the overtime hours are to be charged to the Sheriff's Office Budget (Account Number 1-1100-421-00-280-001-0-XXX).

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-29626

9. B.

CC REGULAR

Meeting Date: 11/15/2011

Submitted For: Eddie Olivarez

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Health Division:
Proclamation regarding Hidalgo County Diabetes Awareness Month.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011

ACCT. #: N/A

FUNDS AVAILABLE Y/N?: N/A

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Attachments

Proclamation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/09/2011 11:28 AM
Manuel Chapa	Manuel Chapa	11/09/2011 01:45 PM
Auditor's Office	Arcilia Duran	11/09/2011 01:52 PM
Purchasing Department	Marty Salazar	11/09/2011 05:00 PM
Form Started By: Mike Escaname		Started On: 11/09/2011 10:38 AM
	Final Approval Date: 11/09/2011	

PROCLAMATION

WHEREAS, November of every year is National Diabetes Awareness Month; and

WHEREAS, according to the American Diabetes Association, nearly 24 million children and adults in the US are living with diabetes; and

WHEREAS, every 20 seconds, someone is newly diagnosed with diabetes – equivalent to more than 4,300 people every day; and

WHEREAS, the estimated diabetes prevalence rate in the Rio Grande Valley is 26%, or 1 in every 3 people; and

WHEREAS, if current trends continue, 1 of every 2 Hispanic children born today will face a lifetime with diabetes; and

WHEREAS, having diabetes increases a person's risk of nerve damage, amputation, heart disease, stroke, blindness and kidney failure if not properly controlled; and

WHEREAS, Hidalgo County's rates are double the statewide average of hospital admissions for long-term diabetes complications, reported by the Texas Department of State Health Services; and

WHEREAS, the financial and physical burdens of living with diabetes and its related complications are extremely overwhelming to the diabetic and their families; and

WHEREAS, Type 2 Diabetes, with proper nutrition, exercise and lifestyle choices, is a preventable disease; and

WHEREAS, early detection of diabetes allows for more successful treatment outcomes; and

WHEREAS, diabetes awareness education about prevention, detection and treatment methods is essential to combating the prevalence of this debilitating disease in Hidalgo County; and

Now, therefore, the Hidalgo County Commissioners Court does hereby PROCLAIM, that November 15th – 30th, 2011 are Hidalgo County Diabetes Awareness Days, and encourages all residents and employees to incorporate diabetes awareness, prevention and detection practices into daily family activities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the County of Hidalgo, on this the 15th day of November, 2011.

RAMON GARCIA
County Judge

JOEL QUINTANILLA
County Commissioner, Pct. 1

HECTOR “TITO” PALACIOS
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct. 3

JOSEPH PALACIOS
County Commissioner, Pct. 4

Attest:

ARTURO GUAJARDO, JR.
County Clerk

AI-29590

10. A.

CC REGULAR

Meeting Date: 11/15/2011

Submitted For: Juan Martinez

Submitted By: Yolanda Orozco, FIRE
MARSHAL'S DEPT.

Department: FIRE MARSHAL'S DEPT.

Information

CAPTION

Discussion and approval of the following 2011 Rural Emergency Services Interlocal Agreement(s) with:

1. City of San Juan
2. City of Alton

BACKGROUND

- City of San Juan (2 Original Copies)
 - City of Alton (1 Original Copy)
-

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Reference:

1-1100-422-20-300-003-0-841 ALTON FD-AID TO GOVT AGENCY

1-1100-422-20-300-018-0-841 SAN JUAN FD-AID TO GOVT AGENCY

Attachments

2011 San Juan Contract

2011 Alton Contract

Form Review

<u>Inbox</u>	<u>Reviewed By</u>	<u>Date</u>
Budget & Management	Merlen P. Munoz	11/08/2011 03:26 PM
Roland Garcia	Rolando Garcia	11/09/2011 08:42 AM
Purchasing Department	Angela Garcia	11/10/2011 04:42 PM
Form Started By: Yolanda Orozco		Started On: 11/08/2011 02:52 PM
	Final Approval Date: 11/10/2011	

City of San Juan and Hidalgo County, Texas.

Interlocal Cooperation Agreement between

STATE OF TEXAS

COUNTY OF HIDALGO

THIS Interlocal Cooperation Agreement is made on the 4th day of October 2011, by and between the COUNTY OF HIDALGO, TEXAS, hereafter called County, and the City of San Juan, TEXAS, a municipal corporation/non-incorporated area hereinafter called CITY/ENTITY, is made under the authority of Chapter 791.001, Texas Government Code to be effective on the 4th day of October, 2011.

Entity and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., which authorizes local governments to contract with each other to perform Governmental functions under the terms of the Act.

1.0 TERMS

- 1.1 This contract shall be for a period commencing on October 4, 2011, and shall terminate on December 31, 2013.
- 1.2 After December 31, 2013, this Contract, unless terminated as provided elsewhere shall be renewed on a month-to-month basis until re-negotiated by mutual consent of both parties.
- 1.3 Either party has the option to terminate this Contract without cause by written notification, to the other on sixty (60) days notice.
- 1.4 The Rural Emergency Service Incident Report (Exhibit "A") form must be utilized as part of the monthly report submitted to the County Fire Marshal or his designee.
- 1.5 Any modifications to invoices shall be approved by both parties. Denial of any reimbursement shall be made within ten (10) working days after receipt of such invoice by the County Fire Marshal. Invoices which are approved shall be paid no later than thirty (thirty) days upon receipt of invoice by County.

2.0 DEFINITIONS

BEE ATTACK – Any response to a situation where there is an on-going attack or a recent attack that requires first responder entrance into the immediate scene to rescue any person(s) excluded are situations of bee removal of hazards where no attack is in progress, or sustained at the time of response.

CATEGORY – All responses shall be categorized in a category that will be enumerated as I, II, III, IV, V, and VI. Categories are designed to simplify reporting, queries and reimbursement requests.

COUNTY FIRE MARSHAL – the person appointed by the Commissioners Court in accordance with LGC 352 who is responsible for the administration of fire investigations, fire safety inspections, and fire prevention activities, administration of the Rural Emergency Services Contract and enforcement of the most recently adopted International Fire Code. This is a Sworn position.

ENTITY - Parent organization for Fire Department whose members are full time, part time, paid or unpaid volunteers and for the purposes of this contract includes any elements from any public works department that are requested or deployed to assist with the suppression, control or extinguishment of a fire.

COUNTY FIRE INVESTIGATORS – Those officers designated as such, by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

CHIEF DEPUTY / DEPUTY FIRE MARSHAL – Those officers designated and commissioned by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

FALSE ALARM CALL - Any emergency response to a mischievous or malicious call, or false call; or fire alarm system malfunctions that require fire personnel to investigate the scene or incident to make a determination as to whether or not there is a fire. If there are two or more alarms at the same location for the same reason, and from the same source, the responding Entity must notify the Fire Marshal by the next working date.

FIREFIGHTING – Any working Structural or Commercial Vehicle fire upon arrival, a petroleum based fire excluding rubbish fire(s) (trash fire), or Authorized, Unauthorized Uncontrolled/ controlled land clearing fire(s).

GOOD INTENT CALLS – Any emergency call response where fire personnel were summoned, but were not required dealing with the incident, there was no actual incident, where no actual services, investigation, or standby was rendered or needed. Response to this type of call must come through a dispatch point.

HAZARDOUS MATERIAL FIRST RESPONDER INCIDENT – any response to any incident at the first responder (awareness, and operations) level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material

Identification, low level containment / Mitigation, i.e. fuel spills, from any vehicle, including motor vehicles, trains, motorcycle or aircraft.

HAZARDOUS MATERIAL TECHNICIAN LEVEL INCIDENT– any response to any incident at the Technician level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material Identification via Monitoring / Identification devices, and or specialized equipment for such purposes, High level containment / Mitigation, i.e. Solid, Liquid, Gas (Vapor) Chemical / Fuel spills from and structure, vehicle, and or storage type facility..

INCORPORATED AREA - any area(s) within Hidalgo County that exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.

LAW ENFORCEMENT ASSISTANCE – any non-fire assistance requested by County, State, or Federal Law Enforcement Agency, and includes, but is not limited to – vehicle recovery (water), crowd control, and “standing-by” for any situation in pursuance of a law enforcement, and or Investigative mission excluding MVA duties (traffic Control, washdowns, patient packaging)

MASS CASUALTY INCIDENT – all emergency rescues and/or recovery of victims, eight (8) victims or more, from any major incident or accident, i.e. Haz-Mat, aircraft, any passenger transportation bus, regardless of cause, building collapse, or assembly area.

MEDICAL CALL – In an emergency situation, under exigent circumstances, where there is a delayed response by the contracted EMS provider (Greater than 20 Minutes) and the situation dictates immediate medical attention due to the delay by the EMS provider excluding immediate first aid to stabilize a victim at a scene, when already on scene. This section is not to be construed as a reimbursement plan for a fire-based department that operates an emergency medical service (EMS) otherwise covered by any other contracts that are already in place.

MUTUAL AID – A Primary Entity response to an emergency event where the situation is of such magnitude, either upon arrival or during the actual response, that the primary city/entity must declare a multiple alarm and request response from one or more Secondary Entity(s) and such assistance is necessary to control, extinguish, or otherwise assist with the response., this includes any element of public works that is called upon to help mitigate the emergency. The call for additional resources made by the Primary Entity from the Secondary Entity may be based on the extenuating circumstances, and may be made by the on-scene incident commander, and must go

through a dispatch point with approval from the most senior officer that is on duty for the Entity. The Fire Marshal may authorize and/or request mutual aid at any time whether or not on-scene, when the request is made directly to them. Secondary entities may be reimbursed at the same rate as the primary entity upon approval of the Fire Marshal, when sufficiently documented as a "special Situation".

NATURAL VEGETATION – The plants of an area or region, collectively – any plant life, present in or produced by nature, whether growing or not. Fuel for a wild-land or grass fire.

OPERATIONAL PERIOD – 12 hour standard as recognized by the National Incident Management system.

PETROLEUM BASED INCIDENT – any incident or fire whose main fuel source includes natural gas, liquefied gas, crude or refined oil or any other petroleum based product that may be used or processed as fuel or as a precursor for fuel. It also includes any storage container, conveyance of said product, whether by motor vehicle, pipeline or any other type of transport medium excluding propane tanks used for residential or commercial service (100lbs or under).

PRIMARY ENTITY – the Entity who is a party to this contract with the County that is assigned to respond as the lead fire-based response agency to an area where the emergency occurred as per Section II, Paragraph A, of this contract. This may be based on geographical assignments or capability.

PUBLIC WORKS RESPONSE – Any incident response that requires operational support elements from what is commonly referred to as Public Works, to respond to an emergency situation, to help mitigate, control, or otherwise facilitate the overall response. This response may only be requested and authorized by the on-scene Incident Commander through the Fire Marshal.

RECOVERY CALL – Body - Any recovery of a deceased victim.

REIMBURSEMENT PLAN – method by which a Entity is reimbursed by the County for emergency services rendered in any rural area within Hidalgo County.

REGIONAL MEDICAL RESPONSE TEAM – response to any special situation to provide medical assistance and support for any first responder regardless of discipline. Any response for mass casualty incident to assist with medical triage or treatments of victims.

RESPONSE AREA – the geographical area assigned to the Entity within the rural areas of the County, wherein the respective Entity would be responsible for primary response to an emergency call for service.

RUBBISH – trash, garbage, brush, grass or other unwanted things, and includes any tangible item discarded, collected, or recycled arranged as to burn for cleaning / clearing as a part of a controlled situation, whether permitted or not.

RURAL AREA – any non-incorporated areas within Hidalgo County, as they exist at the time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city or any incorporated area within Hidalgo County that does not provide it's own emergency services or response.

RURAL RESPONSE DISTRICT – The area designated for the respective Primary Entity for emergency response within a delineated geographical area as depicted and described in Exhibit "B", attached hereof. The rural response district may be amended from time to time pursuant to Section III, Subsection B.

SEARCH and RESCUE CALLS – all rescues of person(s) living , from water, high angle, confined space, or all rescue/extrication of person(s) from entanglement, entrapment, enclosed areas, elevators, building collapse excluding Recovery, and or Vehicle Extrication.

SECONDARY CITY – the Entity who is a party to a cooperative agreement with the County and is assigned or requested to respond to assist the primary city in any type of emergency response to an area where the emergency occurred (Mutual Aid). The response may occur anywhere within the rural County and may be based on geographical assignment or capability excluding all aid to other Jurisdictions in their city limits.

SERVICE CALLS – any call involving unauthorized burning, smoke scare, mischievous or malicious calls, and alarm system malfunctions requiring fire personnel to deal with an incident, but where no actual services, investigation or standby was rendered or needed.

SPECIAL SITUATIONS – Any situation in which the Entity performed in a manner that is not covered in any of the above described situations, or for an extended period of time. The Fire Chief must justify the exigent circumstances for the response to the incident and reason for reimbursement request. If the response by the Entity covers two or more operational periods, this fee may charged per day, above and beyond any other fees.

STRUCTURE – any construction within reason, or any production or piece of work artificially built or composed of parts joined together in some definite manner, that is built, under construction or constructed and it includes any edifice, or building of any kind.

TRAFFIC CONTROL – Any incident response where the nature of the call is strictly for traffic control assistance.

VEHICLE / COMMERCIAL VEHICLE – has the same meaning found in the Texas Transportation Code.

MOTOR VEHICULAR ACCIDENT (MVA) – any motor vehicle or automobile collision regardless of amount of or type vehicles involved, where services other than “VEHICULAR EXTRICATION” is performed.

VEHICULAR EXTRICATION – any emergency extrication of person(s) with the use of specialized hydraulic, and or manual tools from wreckage entanglement as a result of an automobile collision, regardless of motor vehicle type.

COMMERCIAL VEHICLE FIRE – A working fire – upon arrival that involves any commercial vehicle. (i.e. Semi Truck and or Trailer, Transport Vehicle, Service Vehicles, commuter bus) excluding passenger vehicles privately owned for personal use (Duallys, 1 tons, Ect.)

VEHICLE FIRE (NON-COMMERCIAL) A working fire – upon arrival that involves any Passenger Type vehicle. (i.e. Personal Vehicle, car, truck, van).

WASH DOWN – Any hazardous based spill where there is no fire and the spill is under thirty-five (35) gallons. I.e. roadway, parking lots, etc. that requires a wash down – no vehicular accident.

WILDLAND FIRE - Any fire occurring in vegetative areas regardless of ignition sources, damages or benefits. An uncontrolled fire in grassland, brushland, or land sown to crops. For the purposes of this contract any fire within the confines of the above definitions that requires an emergency response of an entity excluding Controlled type and or (prescribed) type Brush land clearing operation or rubbish fire(s).

WIRELINE INCIDENTS (ELECTRICAL) – where the response is such nature that there is a “downed-wire” or “low-hanging wire” - but no fire, and the responding Entity must standby and await the arrival of a utility company. Any situation where there is immediate danger to the public from an electrical wire, and the situation dictate immediate traffic control, or public redirection.

WIRELINE INCIDENTS (NON-ELECTRICAL)- where the response is such nature that there is a “downed-wire” or “low-hanging wire” - but no fire, and the responding Entity must remove, and or mitigate the non-emergency. Any situation where there is no immediate danger to the public from an electrical wire, and the situation does not dictate immediate traffic control, or public redirection. Where the entity is not required to stand-by for the service company.

3.0 ENTITY RESPONSIBILITIES

- 3.1 Entity hereby agrees to provide emergency fire response based services, if resources are available, to the geographically assigned Rural Response District, within the County, as may be required by the County Fire Marshal or otherwise as delineated within this contract.
- 3.2 Entity hereby agrees to the designation of Primary (response) within their designated Rural Response District as depicted in the attached map, as Exhibit "B". Each Entity Rural Response District may be amended from time to time during the period of this contract by annexation or de-annexation of property by any respective city(s), or by agreement of the County Fire Marshal, and Fire Chief(s) responsible for the existing Rural Response District. The Response Districts and assigned Entity will be provided to the designated 911 Coordinator and the Sheriff's Office. A map depicting the Rural Response Districts of all participating Entity(s) shall be maintained and provided upon request by the County Fire Marshal, at their designated office.
- 3.3 Entity agrees to provide the County Fire Marshal, upon request, with any and all records, reports, and documents, to include, but not limited to, statistics, data, calls for service records, dispatch logs, and any other records or other documents necessary to support the invoice or request for reimbursement as herein provided. In the absence of the Fire Marshal, said records, reports, and documents may be provided to the County Judge or his designee. The standard reimbursement request shall be timely submitted.
- 3.4 Entity agrees that in multi-agency response calls, the communications interoperability radio channels will be used as primary communications with the designated incident commander. The Incident Commander or assigned communications officer may designate user and sub-user groups as necessary.
- 3.5 Entity agrees to allow the County Fire Marshal, full access to any and all operational communications frequencies / talk groups, that the Entity operates on and authorize the County Fire Marshal to use those frequencies/talk groups during a response to a designated emergency situation that the Entity responds to. This will include assigning user-identification numbers (if available) to any County Fire Marshal communications radio.
- 3.6 Entity agrees to practice NIMS/ICS during any multi-agency – multi-tiered response.
- 3.7 Entity agrees to provide its' own insurance for equipment, vehicles, and personnel used in performing any of the services described herein. Emergency vehicles and fire-fighting equipment must be owned and/or managed by the Entity. Entity agrees to provide proof of current and adequate vehicle, equipment and workmen's compensation insurance to the County upon submission of this contract or upon request from the County Fire Marshal.

- 3.8 During extended operations as designated by the Incident Commander, the Entity agrees to provide adequate hydration and sustenance for it's firefighters/emergency response personnel.
- 3.9 Entity agrees that it will not cause, create or allow any type of "roving-patrols" or "smoke-hunting / chasing" operations by full-time employees, volunteers or paid-volunteers, in an effort to seek out emergency responses. Any simple trash burning calls will be referred to the appropriate law enforcement agency, i.e . Fire Marshal, Constable Office or Sheriff's Office, unless the Roving preventive fire patrol activity is requested and authorized by the Fire Marshal in writing during an emergency situation, burn ban period, or fireworks ban period.

COUNTY RESPONSIBILITIES

- 4.1 In consideration for the Entity's Rural Emergency Services, the County will reimburse the Entity in the manner provided herein.
- 4.2 The County shall designate a person and office that shall be known as the County Fire Marshal and County Fire Marshal's Office, who shall have the following responsibilities;
- 4.2.1 **ADMINISTRATION**
- a. Administration of Fire Marshal's Office
 - b. Cause Burn Ban Signs (during designated times) to be displayed in conspicuous locations at all major roadway entrances to the County.
 - c. Commercial Building Inspections
 - d. Fire Safety Inspections
 - e. Adult and Child Day Care Facility Inspections
 - f. Health Care Facility Inspections
 - g. Existing and New Construction Inspections
 - h. Implementation and Enforcement of the most current version of the International Fire Code.
 - i. Issuance and Regulation of Burn Permits in Rural County areas
 - j. Monitor weather conditions and cause burn bans and fireworks bans to be enacted by the Commissioners Court, as appropriate.

k. Plat/Plan Reviews and approvals

4.2.2 INVESTIGATIONS

a. Conduct Fire Investigations

b. Assist and guide other law enforcement agencies with Fire Code violations and enforcement.

c. Provide Information and Reports

d. Provide assistance to municipal departments with Fire Investigations, upon request.

e. Issue Citations, make arrests, and file criminal cases as appropriate.

4.2.3 FIRE PREVENTION

a. Plan, coordinate and direct activities.

b. Conduct and participate in training with all Fire Departments.

c. Acquire and maintain equipment.

d. Conduct public education.

e. Perform fire safety presentations.

4.2.4 ADMINISTER RURAL EMERGENCY SERVICES CONTRACT

a. Review and process all requests for reimbursements.

b. Will confer with appropriate Fire Chief on any discrepancies on requests for reimbursement.

4.2.5 RESPONSE

a. When requested, respond to a fire scene within a reasonable time to conduct an investigation into the cause of the fire.

b. Will respond to any major incidents.

c. Will integrate into the NIMS/ICS structure as appropriate

d. Will assist the Incident Commander with any duties as assigned.

e. Will provide Law Enforcement assistance/coordination as needed

5.0 LIABILITY

- 5.1 Entity and County agree pursuant to Section 352.004, Texas Local Government Code that the acts of any person or persons travelling to or from or in a manner as defined in Section III, shall be deemed as the acts of agents or employees of the County in all respects, notwithstanding such person or persons may otherwise be employees or firefighters of the Entity.
- 5.2 The County of Hidalgo agrees that it will provide general liability insurance coverage for liabilities caused by vehicles, equipment, and personnel of the Entity performing such services under this Agreement. Entity shall be responsible for any damage to its vehicles or equipment used in performing services under this Agreement. Each party agrees that it shall provide general liability insurance coverage for the action of their employees and firefighters.
- 5.3 Nothing herein shall be construed to prevent either party from becoming self-insured. Each Entity participating and entering into this contract must provide written proof of insurance to the County when submitting the contract for approval. Upon request by the County or its duly authorized representative, the Entity must provide documentation of completion of any other State or Federal fire-fighting training requirements.
- 5.4 If either party cannot acquire the insurance required herein, this Agreement shall be void and the parties shall negotiate their respective obligations regarding emergency services response in the rural areas of Hidalgo County at the time. If at any time during the year the respective Entity loses its insurance capacity, it must immediately report this to the Fire Marshal and cease any responses to their assigned Rural Response District.

6.0 REIMBURSEMENT PLAN

- 6.1 County shall reimburse Entity for services provided hereunder in a lump sum with payment to be made monthly as follows:
- 6.1.1 Entity shall keep true and accurate records of all rural emergency services provided hereunder and shall submit, on a monthly basis (within a reasonable time), any Rural Emergency Service Incident Reports to the County Fire Marshal, reporting is a prerequisite to receiving payments from the County. The Rural Emergency Service Incident Report form(s) shall be required as part of the monthly report. Accident

Prevention Plan documentation is required from any Entity that utilized the County Worker's Compensation Policy, as described in Section V. (c).

6.1.2 County shall communicate and provide a written itemized list of emergency services not approved for reimbursement or any change in the reimbursement rate / category to the Entity with an explanation for the disapproval or change to the Fire Chief of entity for his approval or challenge within ten (10) working days of receipt of invoices from Entity.

6.1.3. County Fire Marshal shall accumulate records of all rural emergency service responses provided by all Entity(s) within Hidalgo County and shall calculate the amount due each Entity.

a. Any and all disputes of Entity reports shall be addressed directly to the Fire Marshal and/or the Entity in writing.

b. If a resolution of dispute for emergency response services cannot be reached, the reporting Entity may appeal to the Hidalgo County Commissioner's Court.

6.1.4. For all rural emergency calls serviced by the Entity within it's emergency response district, Entity shall receive a monthly lump-sum payment for all services, corresponding to that year, in accordance with the following payment schedule and categories;

(6.1.4.I.)	CATEGORY I (CI)	Flat rate of \$1000.00 per incident.
(6.1.4.II.)	CATEGORY II (CII)	Flat Rate of \$ 600.00 per incident
(6.1.4.III.)	CATEGORY III (CIII)	Flat Rate of \$ 425.00 per incident.
(6.1.4.IV.)	CATEGORY IV (CIV)	Flat Rate of \$ 275.00 per incident.
(6.1.4.V.)	CATEGORY V (CV)	Flat Rate of \$ 125.00 per incident.

6.1.4.I. CATEGORY I. A rate of 1000.00 per incident, as set forth, shall apply, during the terms of this Contract for:

- .1 **FIREFIGHTING STRUCTURAL / COMMERCIAL VEHICLE** (as primary department)
- .2 **HAZARDOUS MATERIALS (TECHNICIAN LEVEL)**

- .3 MASS CASUALTY
- .4 RESCUE CALLS
- .5 VEHICULAR EXTRICATION
- .6 PUBLIC WORKS RESPONSE
- .7 REGIONAL MEDICAL RESPONSE TEAM
- .8 SECONDARY CITY/ENTITY (in place of primary department.)
- .9 SPECIAL SITUATIONS
- .10 GRASS / BRUSH WILDLAND FIRE

6.1.4.II. CATEGORY II. A rate of 600.00 per incident, as set forth, shall apply, during the terms of this Contract for:

- .1 MEDICAL CALL
- .2 MUTUAL AID
- .3 PASSENGER VEHICLE FIRE (NON-COMMERCIAL)
- .4 LAW ENFORCEMENT ASSISTANCE
- .5 RECOVERY CALL – BODY

6.1.4.III CATEGORY III. A Rate of \$ 425.00 per incident, as set forth, shall apply, during the terms of this Contract for:

- .1 WASH DOWN
- .2 BEE ATTACK
- .3 PETROLEUM BASED INCIDENT STANDBY
- .4 WIRELINE INCIDENTS (ELECTRICAL)

6.1.4.IV. CATEGORY IV. At a rate of \$ 275.00 per incident, as so stated, shall apply, during the term of this contract.

- .1 TRAFFIC CONTROL
- .2 LANDING ZONE

.3 HAZARDOUS MATERIALS (AWARENESS / OPERATIONS LEVEL)

6.1.4.V. CATEGORY V. At a rate of \$125.00 per incident, as so stated, shall apply, during the term of this contract.

.1 FALSE ALARM CALL

.2 GOOD INTENT CALLS

.3 SERVICE CALLS

.4 RUBBISH FIRE(S) (AUTHORIZED / UNAUTHORIZED CONTROLLED FIRE, PRESCRIBED BURN)

.5 WIRELINE INCIDENTS (NON-ELECTRICAL)

.6 PALM TREE FIRE (NON-MOVING VEGITATION)

.7 MOTOR VEHICLE ACCIDENTS (PATIENT PACKAGING, SMR, SECURE VEHICLE)

7.0. ASSIGNMENT

In the event a Rural Fire District(s) is created for the rural, non-incorporated areas of Hidalgo County, this contract may be assigned by County to such District, and Entity shall look solely to the District(s) to perform and assume all Obligations and Responsibilities of County.

8.0. AUDIT

Any and all requests from Entity for reimbursement from County or any past reimbursements made under this contract shall be subject to audit by the County Auditor's Office, and/or the Fire Marshal. Should an audit procedure be invoked, Entity agrees to provide any and all records, photographs, videos, or other documents, pertaining to any request or claim for reimbursement made or paid hereunder that are requested by the Auditor or Fire Marshal. Should the County Auditor determine that any payments made were not properly claimed under the terms of this contract, Entity agrees to remit the amount of payments so found by the County Auditor to the County within 10 working days, following the date of receipt of Entity of County Auditors written determination of same.

9.0. MISCELLANEOUS

9.1 CONFLICT WITH APPLICABLE LAW. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between the provision of this Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

9.2 NO WAIVER. No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

9.3 ENTIRE AGREEMENT – This agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or indirectly or through any agent or representative), any representations or agreements in connection with this agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed. This Agreement supersedes any and all agreements by and between the parties hereto. All previous agreements concerning the subject matter hereof between the parties are terminated as of the date of this Agreement.

9.4 TEXAS LAW TO APPLY. This agreement shall be construed under and in accordance with the Laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

9.5 NOTICE. Except as may be otherwise specifically provided in this Agreement, all notices, demands, request for communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage pre-paid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been therefore specified by written notice delivered in accordance herewith:

If to City: City of San Juan
Juan J. Rodriguez, City Manager
709 S. Nebraska
San Juan, Texas 78589

If to County: County of Hidalgo
Ramon Garcia, County Judge
1615 S. Closner, Edinburg, Texas 78539 or
P.O. Box 1356, Edinburg, Texas 78540

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes of such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States Mail.

9.6 ADDITIONAL DOCUMENTS. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

9.7 SUCCESSORS. This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

9.8 HEADINGS. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

9.9 GENDER and NUMBER. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine, or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

9.10 AUTHORITY TO EXECUTE. The execution and performance of this Agreement by each of the parties hereto has been duly authorized by all necessary laws, resolutions, ordinances, or

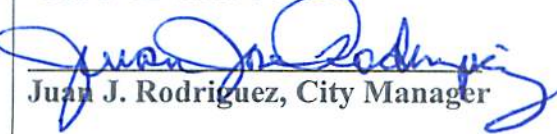
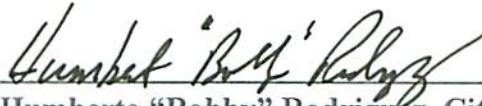
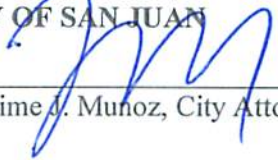
governing body action, and the Agreement constitutes, the valid and enforceable obligations of the parties hereto in accordance with its terms.

9.11 PERFORMANCE of GOVERNMENT FUNCTIONS. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions, and will pay for such services out of current revenues available to the paying party as herein provided.

This page left blank – will be the designated signature sheet

WITNESS THE HANDS OF THE PARTIES

(In duplicate originals effective on the day both parties' signatures are executed.)

CITY OF SAN JUAN	
 _____ Juan J. Rodriguez, City Manager	10/11/2011 _____ Date
ATTEST:  _____ Humberto "Bobby" Rodriguez, City Secretary	APPROVED AS TO FORM: CITY OF SAN JUAN By:  _____ Jaime J. Munoz, City Attorney

COUNTY OF HIDALGO	
_____ Ramon Garcia, County Judge	_____ Date
ATTEST: _____ Arturo Guajardo, Jr., County Clerk	

Approved as to Form: Atlas & Hall, LLP

By: 

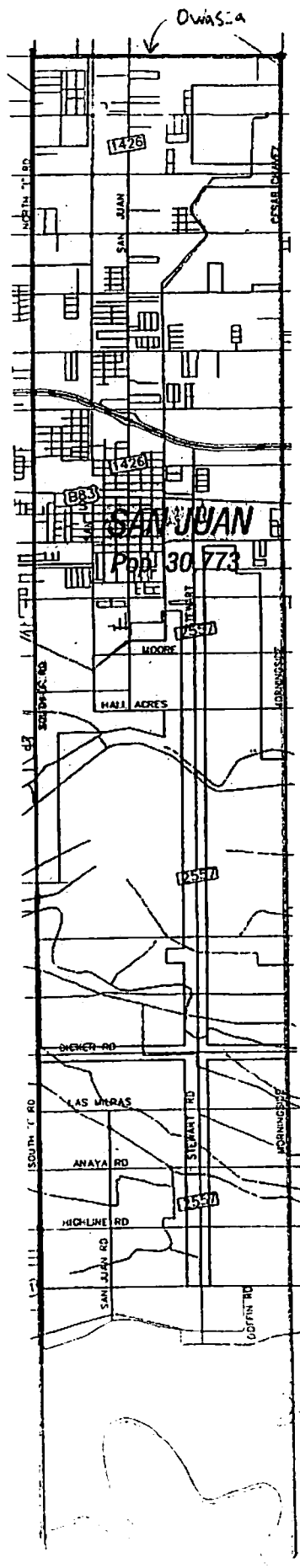
Stephen L. Crain

Rural Emergency Service Incident Report

(FORM MUST BE COMPLETE IN INK OR TYPED ON ALL INCIDENTS FOR REIMBURSEMENT) (Exhibit A)

DEPARTMENT: _____		COUNTY INCIDENT: _____	
DATE: _____	ALARM TIME: _____	ARRIVAL TIME: _____	DEPART TIME: _____
SITUATION REPORTED: _____		SITUATION FOUND: _____	
MUTUAL AID: _____ GIVEN: _____ RECEIVED: _____	DEPARTMENT: _____		
_____ NON-APPLICABLE	DEPARTMENT: _____		
CALLER NAME: _____	REQUESTING PERSON: _____		
CALLER NAME: _____		OTHER: _____ PHONE: _____	
CALLER ADDRESS: _____		WALK-IN: _____	
CALLER PHONE: _____		WALK-IN: _____	
INCIDENT LOCATION: _____			
OCCUPANT NAME: _____		OWNER NAME: _____	
OWNER ADDRESS: _____			
OWNER PHONE #: _____		OCCUPANT PHONE #: _____	
INCIDENT CAUSE: _____			
TYPE OF ACTION TAKEN: _____			
UNITS RESPONDING: _____		UNITS COMMITTED: _____	
# OF PERSONNEL: _____	MILEAGE (ROUND TRIP): _____	ADVISED COUNTY FIRE MARSHAL: YES _____ NO: _____	
COMMENTS: _____			

Incident Commander: _____		Report Prepared by: _____	
ESTIMATED \$ LOSS: _____		ATTEST: _____	
		Fire Chief	
REIMBURSEMENT REQUESTED: ___\$125.00 ___\$275.00 ___\$425.00 ___\$600.00 ___\$1000.00			
HCFMO Approval Amount: ___\$125.00 ___\$275.00 ___\$425.00 ___\$600.00 ___\$1000.00			



Dwasa

SAN JUAN

PRR 30 773

HALL ACRES

MOORE

SHEVER RD

LAS VIRAS

ANAYA RD

HIGHLINE RD

SAN JUAN RD

LODGE RD

1426

14261

883

12521

12522

Interlocal Cooperation Agreement between Alton and Hidalgo County, Texas.

STATE OF TEXAS

COUNTY OF HIDALGO

THIS Interlocal Cooperation Agreement is made on the 25th day of October 2011, by and between the COUNTY OF HIDALGO, TEXAS, hereafter called County, and the City of Alton, TEXAS, a municipal corporation/non-incorporated area hereinafter called CITY/ENTITY, is made under the authority of Chapter 791.001, Texas Government Code to be effective on the 25th day of October, 2011.

Entity and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., which authorizes local governments to contract with each other to perform Governmental functions under the terms of the Act.

1.0 TERMS

- 1.1 This contract shall be for a period commencing on October 25, 2011 and shall terminate on December 31, 2013.
- 1.2 After December 31, 2013, this Contract, unless terminated as provided elsewhere shall be renewed on a month-to-month basis until re-negotiated by mutual consent of both parties.
- 1.3 Either party has the option to terminate this Contract without cause by written notification, to the other on sixty (60) days notice.
- 1.4 The Rural Emergency Service Incident Report (Exhibit "A") form must be utilized as part of the monthly report submitted to the County Fire Marshal or his designee.
- 1.5 Any modifications to invoices shall be approved by both parties. Denial of any reimbursement shall be made within ten (10) working days after receipt of such invoice by the County Fire Marshal. Invoices which are approved shall be paid no later than thirty (thirty) days upon receipt of invoice by County.

2.0 DEFINITIONS

BEE ATTACK – Any response to a situation where there is an on-going attack or a recent attack that requires first responder entrance into the immediate scene to rescue any person(s) excluded are situations of bee removal of hazards where no attack is in progress, or sustained at the time of response.

CATEGORY – All responses shall be categorized in a category that will be enumerated as I, II, III, IV, V, and VI. Categories are designed to simplify reporting, queries and reimbursement requests.

COUNTY FIRE MARSHAL – the person appointed by the Commissioners Court in accordance with LGC 352 who is responsible for the administration of fire investigations, fire safety inspections, and fire prevention activities, administration of the Rural Emergency Services Contract and enforcement of the most recently adopted International Fire Code. This is a Sworn position.

ENTITY - Parent organization for Fire Department whose members are full time, part time, paid or unpaid volunteers and for the purposes of this contract includes any elements from any public works department that are requested or deployed to assist with the suppression, control or extinguishment of a fire.

COUNTY FIRE INVESTIGATORS – Those officers designated as such, by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

CHIEF DEPUTY / DEPUTY FIRE MARSHAL – Those officers designated and commissioned by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

FALSE ALARM CALL - Any emergency response to a mischievous or malicious call, or false call; or fire alarm system malfunctions that require fire personnel to investigate the scene or incident to make a determination as to whether or not there is a fire. If there are two or more alarms at the same location for the same reason, and from the same source, the responding Entity must notify the Fire Marshal by the next working date.

FIREFIGHTING – Any working Structural or Commercial Vehicle fire upon arrival, a petroleum based fire excluding rubbish fire(s) (trash fire), or Authorized, Unauthorized Uncontrolled/ controlled land clearing fire(s).

GOOD INTENT CALLS – Any emergency call response where fire personnel were summoned, but were not required dealing with the incident, there was no actual incident, where no actual services, investigation, or standby was rendered or needed. Response to this type of call must come through a dispatch point.

HAZARDOUS MATERIAL FIRST RESPONDER INCIDENT – any response to any incident at the first responder (awareness, and operations) level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material

Identification, low level containment / Mitigation, i.e. fuel spills, from any vehicle, including motor vehicles, trains, motorcycle or aircraft.

HAZARDOUS MATERIAL TECHNICIAN LEVEL INCIDENT– any response to any incident at the Technician level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material Identification via Monitoring / Identification devices, and or specialized equipment for such purposes, High level containment / Mitigation, i.e. Solid, Liquid, Gas (Vapor) Chemical / Fuel spills from and structure, vehicle, and or storage type facility..

INCORPORATED AREA - any area(s) within Hidalgo County that exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.

LAW ENFORCEMENT ASSISTANCE – any non-fire assistance requested by County, State, or Federal Law Enforcement Agency, and includes, but is not limited to – vehicle recovery (water), crowd control, and “standing-by” for any situation in pursuance of a law enforcement, and or Investigative mission excluding MVA duties (traffic Control, washdowns, patient packaging)

MASS CASUALTY INCIDENT – all emergency rescues and/or recovery of victims, eight (8) victims or more, from any major incident or accident, i.e. Haz-Mat, aircraft, any passenger transportation bus, regardless of cause, building collapse, or assembly area.

MEDICAL CALL – In an emergency situation, under exigent circumstances, where there is a delayed response by the contracted EMS provider (Greater than 20 Minutes) and the situation dictates immediate medical attention due to the delay by the EMS provider excluding immediate first aid to stabilize a victim at a scene, when already on scene. This section is not to be construed as a reimbursement plan for a fire-based department that operates an emergency medical service (EMS) otherwise covered by any other contracts that are already in place.

MUTUAL AID – A Primary Entity response to an emergency event where the situation is of such magnitude, either upon arrival or during the actual response, that the primary city/entity must declare a multiple alarm and request response from one or more Secondary Entity(s) and such assistance is necessary to control, extinguish, or otherwise assist with the response., this includes any element of public works that is called upon to help mitigate the emergency. The call for additional resources made by the Primary Entity from the Secondary Entity may be based on the extenuating circumstances, and may be made by the on-scene incident commander, and must go

through a dispatch point with approval from the most senior officer that is on duty for the Entity. The Fire Marshal may authorize and/or request mutual aid at any time whether or not on-scene, when the request is made directly to them. Secondary entities may be reimbursed at the same rate as the primary entity upon approval of the Fire Marshal, when sufficiently documented as a "special Situation".

NATURAL VEGETATION – The plants of an area or region, collectively – any plant life, present in or produced by nature, whether growing or not. Fuel for a wild-land or grass fire.

OPERATIONAL PERIOD – 12 hour standard as recognized by the National Incident Management system.

PETROLEUM BASED INCIDENT – any incident or fire whose main fuel source includes natural gas, liquefied gas, crude or refined oil or any other petroleum based product that may be used or processed as fuel or as a precursor for fuel. It also includes any storage container, conveyance of said product, whether by motor vehicle, pipeline or any other type of transport medium excluding propane tanks used for residential or commercial service (100lbs or under).

PRIMARY ENTITY – the Entity who is a party to this contract with the County that is assigned to respond as the lead fire-based response agency to an area where the emergency occurred as per Section II, Paragraph A, of this contract. This may be based on geographical assignments or capability.

PUBLIC WORKS RESPONSE – Any incident response that requires operational support elements from what is commonly referred to as Public Works, to respond to an emergency situation, to help mitigate, control, or otherwise facilitate the overall response. This response may only be requested and authorized by the on-scene Incident Commander through the Fire Marshal.

RECOVERY CALL – Body - Any recovery of a deceased victim.

REIMBURSEMENT PLAN – method by which a Entity is reimbursed by the County for emergency services rendered in any rural area within Hidalgo County.

REGIONAL MEDICAL RESPONSE TEAM – response to any special situation to provide medical assistance and support for any first responder regardless of discipline. Any response for mass casualty incident to assist with medical triage or treatments of victims.

RESPONSE AREA – the geographical area assigned to the Entity within the rural areas of the County, wherein the respective Entity would be responsible for primary response to an emergency call for service.

RUBBISH – trash, garbage, brush, grass or other unwanted things, and includes any tangible item discarded, collected, or recycled arranged as to burn for cleaning / clearing as a part of a controlled situation, whether permitted or not.

RURAL AREA – any non-incorporated areas within Hidalgo County, as they exist at the time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city or any incorporated area within Hidalgo County that does not provide it's own emergency services or response.

RURAL RESPONSE DISTRICT – The area designated for the respective Primary Entity for emergency response within a delineated geographical area as depicted and described in Exhibit "B", attached hereof. The rural response district may be amended from time to time pursuant to Section III, Subsection B.

SEARCH and RESCUE CALLS – all rescues of person(s) living , from water, high angle, confined space, or all rescue/extrication of person(s) from entanglement, entrapment, enclosed areas, elevators, building collapse excluding Recovery, and or Vehicle Extrication.

SECONDARY CITY – the Entity who is a party to a cooperative agreement with the County and is assigned or requested to respond to assist the primary city in any type of emergency response to an area where the emergency occurred (Mutual Aid). The response may occur anywhere within the rural County and may be based on geographical assignment or capability excluding all aid to other Jurisdictions in their city limits.

SERVICE CALLS – any call involving unauthorized burning, smoke scare, mischievous or malicious calls, and alarm system malfunctions requiring fire personnel to deal with an incident, but where no actual services, investigation or standby was rendered or needed.

SPECIAL SITUATIONS – Any situation in which the Entity performed in a manner that is not covered in any of the above described situations, or for an extended period of time. The Fire Chief must justify the exigent circumstances for the response to the incident and reason for reimbursement request. If the response by the Entity covers two or more operational periods, this fee may charged per day, above and beyond any other fees.

STRUCTURE – any construction within reason, or any production or piece of work artificially built or composed of parts joined together in some definite manner, that is built, under construction or constructed and it includes any edifice, or building of any kind.

TRAFFIC CONTROL – Any incident response where the nature of the call is strictly for traffic control assistance.

VEHICLE / COMMERCIAL VEHICLE – has the same meaning found in the Texas Transportation Code.

MOTOR VEHICULAR ACCIDENT (MVA) – any motor vehicle or automobile collision regardless of amount of or type vehicles involved, where services other than “VEHICULAR EXTRICATION” is performed.

VEHICULAR EXTRICATION – any emergency extrication of person(s) with the use of specialized hydraulic, and or manual tools from wreckage entanglement as a result of an automobile collision, regardless of motor vehicle type.

COMMERCIAL VEHICLE FIRE – A working fire – upon arrival that involves any commercial vehicle. (i.e. Semi Truck and or Trailer, Transport Vehicle, Service Vehicles, commuter bus) excluding passenger vehicles privately owned for personal use (Duallys, 1 tons, Ect.)

VEHICLE FIRE (NON-COMMERCIAL) A working fire – upon arrival that involves any Passenger Type vehicle. (i.e. Personal Vehicle, car, truck, van).

WASH DOWN – Any hazardous based spill where there is no fire and the spill is under thirty-five (35) gallons. I.e. roadway, parking lots, etc. that requires a wash down – no vehicular accident.

WILDLAND FIRE - Any fire occurring in vegetative areas regardless of ignition sources, damages or benefits. An uncontrolled fire in grassland, brushland, or land sown to crops. For the purposes of this contract any fire within the confines of the above definitions that requires an emergency response of an entity excluding Controlled type and or (prescribed) type Brush land clearing operation or rubbish fire(s).

WIRELINE INCIDENTS (ELECTRICAL) – where the response is such nature that there is a “downed-wire” or “low-hanging wire” - but no fire, and the responding Entity must standby and await the arrival of a utility company. Any situation where there is immediate danger to the public from an electrical wire, and the situation dictate immediate traffic control, or public redirection.

WIRELINE INCIDENTS (NON-ELECTRICAL)- where the response is such nature that there is a “downed-wire” or “low-hanging wire” - but no fire, and the responding Entity must remove, and or mitigate the non-emergency. Any situation where there is no immediate danger to the public from an electrical wire, and the situation does not dictate immediate traffic control, or public redirection. Where the entity is not required to stand-by for the service company.

3.0 ENTITY RESPONSIBILITIES

- 3.1 Entity hereby agrees to provide emergency fire response based services, if resources are available, to the geographically assigned Rural Response District, within the County, as may be required by the County Fire Marshal or otherwise as delineated within this contract.**
- 3.2 Entity hereby agrees to the designation of Primary (response) within their designated Rural Response District as depicted in the attached map, as Exhibit "B". Each Entity Rural Response District may be amended from time to time during the period of this contract by annexation or de-annexation of property by any respective city(s), or by agreement of the County Fire Marshal, and Fire Chief(s) responsible for the existing Rural Response District. The Response Districts and assigned Entity will be provided to the designated 911 Coordinator and the Sheriff's Office. A map depicting the Rural Response Districts of all participating Entity(s) shall be maintained and provided upon request by the County Fire Marshal, at their designated office.**
- 3.3 Entity agrees to provide the County Fire Marshal, upon request, with any and all records, reports, and documents, to include, but not limited to, statistics, data, calls for service records, dispatch logs, and any other records or other documents necessary to support the invoice or request for reimbursement as herein provided. In the absence of the Fire Marshal, said records, reports, and documents may be provided to the County Judge or his designee. The standard reimbursement request shall be timely submitted.**
- 3.4 Entity agrees that in multi-agency response calls, the communications interoperability radio channels will be used as primary communications with the designated incident commander. The Incident Commander or assigned communications officer may designate user and sub-user groups as necessary.**
- 3.5 Entity agrees to allow the County Fire Marshal, full access to any and all operational communications frequencies / talk groups, that the Entity operates on and authorize the County Fire Marshal to use those frequencies/talk groups during a response to a designated emergency situation that the Entity responds to. This will include assigning user-identification numbers (if available) to any County Fire Marshal communications radio.**
- 3.6 Entity agrees to practice NIMS/ICS during any multi-agency – multi-tiered response.**
- 3.7 Entity agrees to provide its' own insurance for equipment, vehicles, and personnel used in performing any of the services described herein. Emergency vehicles and fire-fighting equipment must be owned and/or managed by the Entity. Entity agrees to provide proof of current and adequate vehicle, equipment and workmen's compensation insurance to the County upon submission of this contract or upon request from the County Fire Marshal.**

- 3.8 During extended operations as designated by the Incident Commander, the Entity agrees to provide adequate hydration and sustenance for it's firefighters/emergency response personnel.
- 3.9 Entity agrees that it will not cause, create or allow any type of "roving-patrols" or "smoke-hunting / chasing" operations by full-time employees, volunteers or paid-volunteers, in an effort to seek out emergency responses. Any simple trash burning calls will be referred to the appropriate law enforcement agency, i.e . Fire Marshal, Constable Office or Sheriff's Office, unless the Roving preventive fire patrol activity is requested and authorized by the Fire Marshal in writing during an emergency situation, burn ban period, or fireworks ban period.

COUNTY RESPONSIBILITIES

- 4.1 In consideration for the Entity's Rural Emergency Services, the County will reimburse the Entity in the manner provided herein.
- 4.2 The County shall designate a person and office that shall be known as the County Fire Marshal and County Fire Marshal's Office, who shall have the following responsibilities;

4.2.1 ADMINISTRATION

- a. Administration of Fire Marshal's Office
- b. Cause Burn Ban Signs (during designated times) to be displayed in conspicuous locations at all major roadway entrances to the County.
- c. Commercial Building Inspections
- d. Fire Safety Inspections
- e. Adult and Child Day Care Facility Inspections
- f. Health Care Facility Inspections
- g. Existing and New Construction Inspections
- h. Implementation and Enforcement of the most current version of the International Fire Code.
- i. Issuance and Regulation of Burn Permits in Rural County areas
- j. Monitor weather conditions and cause burn bans and fireworks bans to be enacted by the Commissioners Court, as appropriate.

k. Plat/Plan Reviews and approvals

4.2.2 INVESTIGATIONS

a. Conduct Fire Investigations

b. Assist and guide other law enforcement agencies with Fire Code violations and enforcement.

c. Provide Information and Reports

d. Provide assistance to municipal departments with Fire Investigations, upon request.

e. Issue Citations, make arrests, and file criminal cases as appropriate.

4.2.3 FIRE PREVENTION

a. Plan, coordinate and direct activities.

b. Conduct and participate in training with all Fire Departments.

c. Acquire and maintain equipment.

d. Conduct public education.

e. Perform fire safety presentations.

4.2.4 ADMINISTER RURAL EMERGENCY SERVICES CONTRACT

a. Review and process all requests for reimbursements.

b. Will confer with appropriate Fire Chief on any discrepancies on requests for reimbursement.

4.2.5 RESPONSE

a. When requested, respond to a fire scene within a reasonable time to conduct an investigation into the cause of the fire.

b. Will respond to any major incidents.

c. Will integrate into the NIMS/ICS structure as appropriate

d. Will assist the Incident Commander with any duties as assigned.

e. Will provide Law Enforcement assistance/coordination as needed

5.0 LIABILITY

- 5.1 Entity and County agree pursuant to Section 352.004, Texas Local Government Code that the acts of any person or persons travelling to or from or in a manner as defined in Section III, shall be deemed as the acts of agents or employees of the County in all respects, notwithstanding such person or persons may otherwise be employees or firefighters of the Entity.
- 5.2 The County of Hidalgo agrees that it will provide general liability insurance coverage for liabilities caused by vehicles, equipment, and personnel of the Entity performing such services under this Agreement. Entity shall be responsible for any damage to its vehicles or equipment used in performing services under this Agreement. Each party agrees that it shall provide general liability insurance coverage for the action of their employees and firefighters.
- 5.3 Nothing herein shall be construed to prevent either party from becoming self-insured. Each Entity participating and entering into this contract must provide written proof of insurance to the County when submitting the contract for approval. Upon request by the County or its duly authorized representative, the Entity must provide documentation of completion of any other State or Federal fire-fighting training requirements.
- 5.4 If either party cannot acquire the insurance required herein, this Agreement shall be void and the parties shall negotiate their respective obligations regarding emergency services response in the rural areas of Hidalgo County at the time. If at any time during the year the respective Entity loses its insurance capacity, it must immediately report this to the Fire Marshal and cease any responses to their assigned Rural Response District.

6.0 REIMBURSEMENT PLAN

- 6.1 County shall reimburse Entity for services provided hereunder in a lump sum with payment to be made monthly as follows:
- 6.1.1 Entity shall keep true and accurate records of all rural emergency services provided hereunder and shall submit, on a monthly basis (within a reasonable time), any Rural Emergency Service Incident Reports to the County Fire Marshal, reporting is a prerequisite to receiving payments from the County. The Rural Emergency Service Incident Report form(s) shall be required as part of the monthly report. Accident

Prevention Plan documentation is required from any Entity that utilized the County Worker's Compensation Policy, as described in Section V. (c).

6.1.2 County shall communicate and provide a written itemized list of emergency services not approved for reimbursement or any change in the reimbursement rate / category to the Entity with an explanation for the disapproval or change to the Fire Chief of entity for his approval or challenge within ten (10) working days of receipt of invoices from Entity.

6.1.3. County Fire Marshal shall accumulate records of all rural emergency service responses provided by all Entity(s) within Hidalgo County and shall calculate the amount due each Entity.

a. Any and all disputes of Entity reports shall be addressed directly to the Fire Marshal and/or the Entity in writing.

b. If a resolution of dispute for emergency response services cannot be reached, the reporting Entity may appeal to the Hidalgo County Commissioner's Court.

6.1.4. For all rural emergency calls serviced by the Entity within it's emergency response district, Entity shall receive a monthly lump-sum payment for all services, corresponding to that year, in accordance with the following payment schedule and categories;

(6.1.4.I.)	CATEGORY I (CI)	Flat rate of \$1000.00 per incident.
(6.1.4.II.)	CATEGORY II (CII)	Flat Rate of \$ 600.00 per incident
(6.1.4.III.)	CATEGORY III (CIII)	Flat Rate of \$ 425.00 per incident.
(6.1.4.IV.)	CATEGORY IV (CIV)	Flat Rate of \$ 275.00 per incident.
(6.1.4.V.)	CATEGORY V (CV)	Flat Rate of \$ 125.00 per incident.

6.1.4.I. CATEGORY I. A rate of 1000.00 per incident, as set forth, shall apply, during the terms of this Contract for:

- .1 FIREFIGHTING STRUCTURAL / COMMERCIAL VEHICLE (as primary department)
- .2 HAZARDOUS MATERIALS (TECHNICIAN LEVEL)
- .3 MASS CASUALTY
- .4 RESCUE CALLS
- .5 VEHICULAR EXTRICATION
- .6 PUBLIC WORKS RESPONSE
- .7 REGIONAL MEDICAL RESPONSE TEAM
- .8 SECONDARY CITY/ENTITY (in place of primary department.)
- .9 SPECIAL SITUATIONS
- .10 GRASS / BRUSH WILDLAND FIRE

6.1.4.II. CATEGORY II. A rate of 600.00 per incident, as set forth, shall apply, during the terms of this Contract for:

- .1 MEDICAL CALL
- .2 MUTUAL AID
- .3 PASSENGER VEHICLE FIRE (NON-COMMERCIAL)
- .4 LAW ENFORCEMENT ASSISTANCE
- .5 RECOVERY CALL – BODY

6.1.4.III CATEGORY III. A Rate of \$ 425.00 per incident, as set forth, shall apply, during the terms of this Contract for:

- .1 WASH DOWN
- .2 BEE ATTACK
- .3 PETROLEUM BASED INCIDENT STANDBY
- .4 WIRELINE INCIDENTS (ELECTRICAL)

6.1.4.IV. CATEGORY IV. At a rate of \$ 275.00 per incident, as so stated, shall apply, during the term of this contract.

- .1 TRAFFIC CONTROL
- .2 LANDING ZONE
- .3 HAZARDOUS MATERIALS (AWARENESS / OPERATIONS LEVEL)

6.1.4.V. CATEGORY V. At a rate of \$125.00 per incident, as so stated, shall apply, during the term of this contract.

- .1 FALSE ALARM CALL
- .2 GOOD INTENT CALLS
- .3 SERVICE CALLS
- .4 RUBBISH FIRE(S) (AUTHORIZED / UNAUTHORIZED CONTROLLED FIRE, PRESCRIBED BURN)
- .5 WIRELINE INCIDENTS (NON-ELECTRICAL)
- .6 PALM TREE FIRE (NON-MOVING VEGITATION)
- .7 MOTOR VEHICLE ACCIDENTS (PATIENT PACKAGING, SMR, SECURE VEHICLE)

7.0. ASSIGNMENT

In the event a Rural Fire District(s) is created for the rural, non-incorporated areas of Hidalgo County, this contract may be assigned by County to such District, and Entity shall look solely to the District(s) to perform and assume all Obligations and Responsibilities of County.

8.0. AUDIT

Any and all requests from Entity for reimbursement from County or any past reimbursements made under this contract shall be subject to audit by the County Auditor's Office, and/or the Fire Marshal. Should an audit procedure be invoked, Entity agrees to provide any and all records, photographs, videos, or other documents, pertaining to any request or claim for

reimbursement made or paid hereunder that are requested by the Auditor or Fire Marshal. Should the County Auditor determine that any payments made were not properly claimed under the terms of this contract, Entity agrees to remit the amount of payments so found by the County Auditor to the County within 10 working days, following the date of receipt of Entity of County Auditors written determination of same.

9.0. MISCELLANEOUS

9.1 CONFLICT WITH APPLICABLE LAW. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between the provision of this Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

9.2 NO WAIVER. No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

9.3 ENTIRE AGREEMENT – This agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or indirectly or through any agent or representative), any representations or agreements in connection with this agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed. This Agreement supersedes any and all agreements by and between the parties hereto. All previous agreements concerning the subject matter hereof between the parties are terminated as of the date of this Agreement.

9.4 TEXAS LAW TO APPLY. This agreement shall be construed under and in accordance with the Laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

9.5 NOTICE. Except as may be otherwise specifically provided in this Agreement, all notices, demands, request for communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage pre-paid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been therefore specified by written notice delivered in accordance herewith:

If to Entity City of Alton c/o Salvador Vela
509 S. Alton Blvd.
Alton _____, Texas 78573

If to County: County of Hidalgo
Ramon Garcia, County Judge
1615 S. Closner, Edinburg, Texas 78539 or
P.O. Box 1356, Edinburg, Texas 78540

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes of such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States Mail.

9.6 ADDITIONAL DOCUMENTS. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

9.7 SUCCESSORS. This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

9.8 HEADINGS. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

9.9 GENDER and NUMBER. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine, or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.


9.10 AUTHORITY TO EXECUTE. The execution and performance of this Agreement by each of the parties hereto has been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and the Agreement constitutes, the valid and enforceable obligations of the parties hereto in accordance with its terms.

9.11 PERFORMANCE of GOVERNMENT FUNCTIONS. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions, and will pay for such services out of current revenues available to the paying party as herein provided.

This page left blank – will be the designated signature sheet

WITNESS THE HANDS OF THE PARTIES

(In duplicate originals effective on the day both parties' signatures are executed.)

<p>CITY OF <u>Salvador Vela</u> By: <u>Salvador Vela, Mayor</u></p>	<p><u>October 25, 2011</u> Date</p>
<p>ATTEST: <u>Baudelia Rojas, cpm</u> City Secretary</p>	

<p>COUNTY OF HIDALGO</p>

Ramon Garcia, County Judge

Date

ATTEST:

Arturo Guajardo, Jr., County Clerk

Approved as to Form: Atlas & Hall, LLP

By:

SLC

Stephen L. Crain

Rural Emergency Service Incident Report

(FORM MUST BE COMPLETE IN INK OR TYPED ON ALL INCIDENTS FOR REIMBURSEMENT) (Exhibit A)

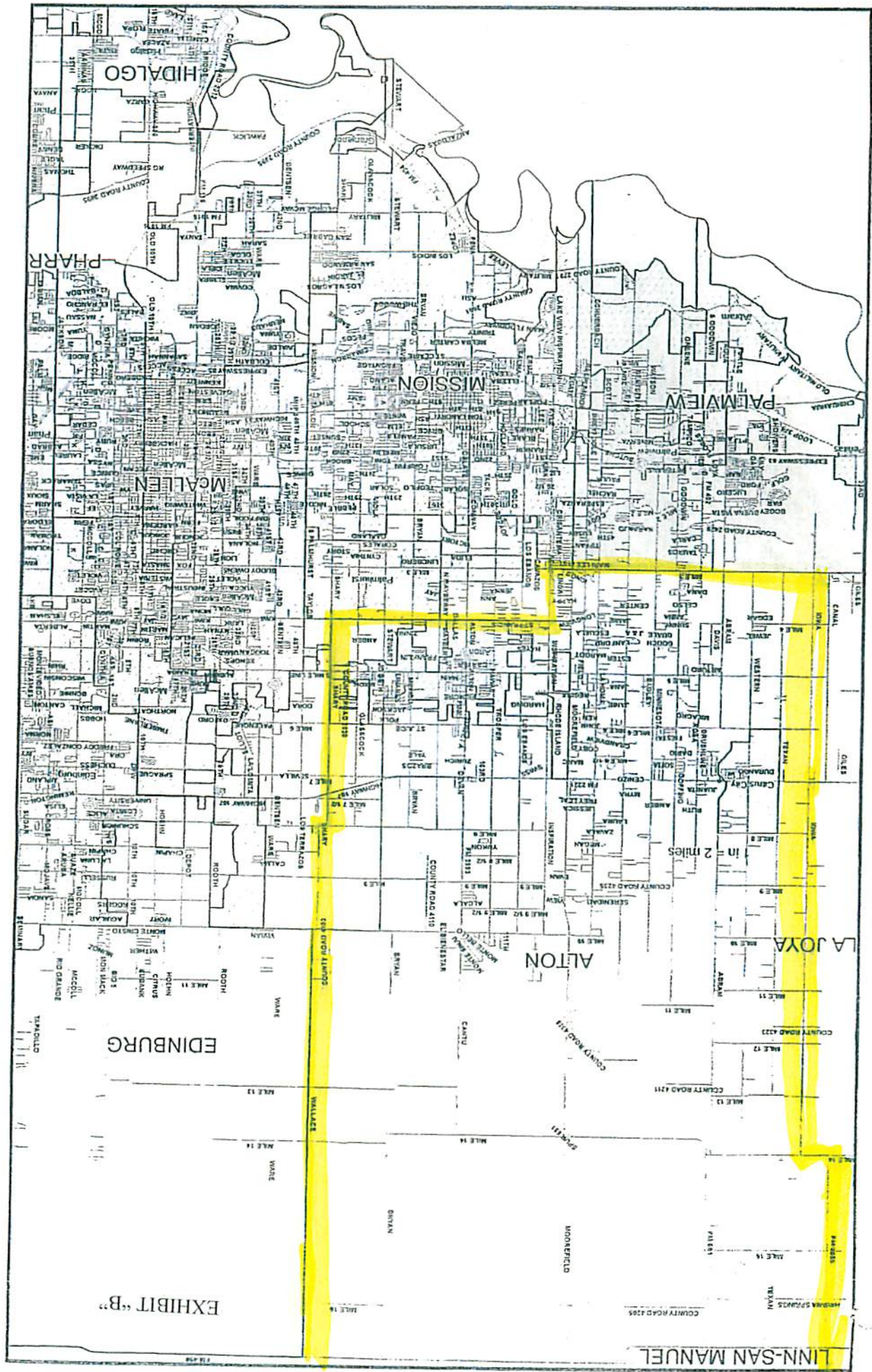
DEPARTMENT: _____	COUNTY INCIDENT: _____
DATE: _____	ALARM TIME: _____
ARRIVAL TIME: _____	DEPART TIME: _____
SITUATION REPORTED: _____	SITUATION FOUND: _____
MUTUAL AID: _____ GIVEN: _____ RECEIVED: _____	DEPARTMENT: _____
NON-APPLICABLE	DEPARTMENT: _____
CALLER NAME: _____	REQUESTING PERSON: _____
CALLER NAME: _____	OTHER: _____
CALLER ADDRESS: _____	PHONE: _____
CALLER PHONE: _____	WALK-IN: _____
INCIDENT LOCATION:	
OCCUPANT NAME: _____	OWNER NAME: _____
OWNER ADDRESS: _____	
OWNER PHONE #: _____	OCCUPANT PHONE #: _____
INCIDENT CAUSE: _____	
TYPE OF ACTION TAKEN: _____	
UNITS RESPONDING: _____	UNITS COMMITTED: _____
# OF PERSONNEL: _____	MILEAGE (ROUND TRIP): _____
ADVISED COUNTY FIRE MARSHAL: YES _____	NO: _____
COMMENTS: _____	

Incident Commander: _____	Report Prepared by: _____
ESTIMATED \$ LOSS: _____	ATTEST: _____

Fire Chief

REIMBURSEMENT REQUESTED: ___\$125.00 ___\$275.00 ___\$425.00 ___\$600.00 ___\$1000.00

HCFMO Approval Amount : ___\$125.00 ___\$275.00 ___\$425.00 ___\$600.00 ___\$1000.00



AI-29587

11. A.

CC REGULAR

Meeting Date: 11/15/2011

Submitted For: Yvonne Ramon

Submitted By: Melanie Esparaza, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Pursuant to fuel policy, requesting approval to reimburse Yvonne Ramon for purchase of fuel for county owned vehicle (new vehicle with out a gas card) with invoice/claim in the amount detailed herein, with authority for the County Treasurer to issue payment/ check after review, audit, and processing procedures are completed by the county auditor.

Invoice Date	Vendor	Invoice #	Amount
11/07/11	Aziz	04512B	\$50.00

BACKGROUND

We have a new vehicle (Expedition) that has not yet been assigned a gas card.

Fiscal Impact

FISCAL YEAR: 2011

ACCT. #: 1-1100-414-00-130-001-0-626

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Req# 205766

Available balance as of 11/8/11: \$2,039.53

Attachments

Gas Receipt

Affidavit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/08/2011 03:42 PM
Roland Garcia	Rolando Garcia	11/09/2011 02:39 PM
Auditor's Office	Arcilia Duran	11/09/2011 05:01 PM
Purchasing Department	Marty Salazar	11/09/2011 05:04 PM
Form Started By: Melanie Esparaza		Started On: 11/08/2011 02:38 PM
Final Approval Date: 11/09/2011		

WELCOME TO
AZIZ 7
1406 NOLANA LOOP
PHARR TX.

T048141052-001 AZIZ QUICK STOP #7
1406 W. NOLANA LOOP
PHARR TX 78501

DUPLICATE OUTDOOR RECEIPT

DATE 11/07/11
TIME 1:45 PM
AUTH# 04512B

VISA

PUMP	PRODUCT	PPG
03	UNLD	\$3.279

GALLONS	TOTAL
15.249	\$50.00

THANKS, COME AGAIN

HIDALGO COUNTY AUDITOR'S OFFICE
HIDALGO COUNTY, TEXAS

PURCHASE AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF HIDALGO

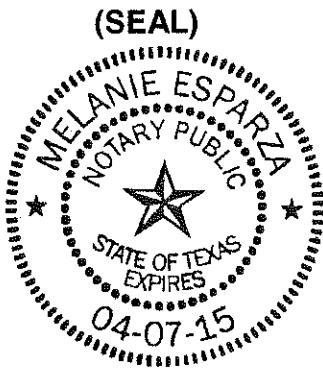
I, Yvonne Ramon, do hereby state that the item(s) listed on the invoice(s) named below
PURCHASER'S NAME
were purchased for the exclusive use of Hidalgo County:

INVOICE NO.	DATE	AMOUNT	NAME OF COMPANY
04512B	11-7-2011	\$50.00	AZIZ
TOTAL		\$50.00	

I further state that I was authorized to make such a purchase(s).
I therefore request reimbursement of this invoice (these invoices) from Hidalgo County and that payment be made payable to me.

SIGNATURE: *Yvonne Ramon*
TITLE: Elections Administrator
PERSON MAKING PURCHASE

Before me Melanie Esparza, a Notary Public, appeared Yvonne Ramon and on her oath deposed and stated that the foregoing facts as set forth in the above request for expense reimbursement are true and correct in every respect. H / She further stated h / she requested payment of the same.



Melanie Esparza
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

APPROVAL: *Yvonne Ramon*
DEPARTMENT HEAD

APPROVAL: _____
COUNTY AUDITOR

AI-29540

12. A.

CC REGULAR

Meeting Date: 11/15/2011

Submitted By: Patti Loya, PUBLIC DEFENDERS

Department: PUBLIC DEFENDERS

Information

CAPTION

Discussion, consideration, and appropriate action amending Advisory Board Members for the Public Defender's Department.

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No Budgetary Impact.

Attachments

oversight committee

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/04/2011 01:27 PM
Sylvia Solis	Sylvia Solis	11/04/2011 02:32 PM
Purchasing Department	Angela Garcia	11/10/2011 04:41 PM

Form Started By: Patti Loya Started On: 11/04/2011 10:44 AM
Final Approval Date: 11/10/2011



Hidalgo County Public Defender's Office

1615 S. Clossner, Suite B
Edinburg, Texas 78539
956.292.7040 (p) 956.292.7049 (f)
www.co.hidalgo.tx.us

JAIME E. GONZÁLEZ – *CHIEF PUBLIC DEFENDER*
JOSE L. BRAVO – *1st ASSISTANT PUBLIC DEFENDER*
JENNIFER A. NARVAEZ – *PUBLIC DEFENDERII*
SOFIA KAMAL – *PUBLIC DEFENDERII*
FRANCISCO GUERRERO II – *PUBLIC DEFENDERII*

L. YVETTE PACHECO – *INVESTIGATOR*
FLOR E. GALINDO – *INTAKE OFFICER*
PATRICIA LOYA – *ADMINISTRATIVE ASSISTANT III*

Public Defender's Oversight Committee

Meetings:

- Meetings are conducted annually
- Location and times are TBD

Current Members:

- Chairman: Judge Federico Garza, County Court at Law No. 4
- County Judge J.D. Salinas – Hidalgo County Judge
- Commissioner Sylvia Handy – Commissioner Pct. 1
- Judge Roberto Flores – 139th District Court
- Judge Aida Salinas-Flores – 398th District Court
- Mario Garcia – Attorney at Law

Other Information:

The Hidalgo county Public Defender's Oversight Committee oversees the direction, growth, and compliance of the Hidalgo County Public Defender's Office within Texas Indigent Defense Task Force grant guidelines.

AI-29588

13. A.

CC REGULAR

Meeting Date: 11/15/2011

Submitted For: Norma Longoria

Submitted By: Angela Garcia, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Nutrition Physical Activity and Obesity Prevention Grant (1292):

1. Approval of Research Subaward Agreement between DSHS & Hidalgo County Health & Human Services WIC Department in the amount of \$12,000.00 for the period of 06/30/11-06/29/12.

2. Approval for County Treasurer to issue check made payable to "The Texas A&M University System Health Science Center" after review, audit, and processing procedures are completed by County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011

ACCT. #: 1-1292-441-00-350-014-2-320

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 11/9/11 \$12,000.00.

Attachments

grant backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/08/2011 03:25 PM
Erika Zamora	Erika Zamora	11/09/2011 04:31 PM
Purchasing Department	Angela Garcia	11/10/2011 04:42 PM
Form Started By: Angela Garcia		Started On: 11/08/2011 02:38 PM
	Final Approval Date: 11/10/2011	



TEXAS A&M UNIVERSITY SYSTEM
HEALTH SCIENCE CENTER
RESEARCH FOUNDATION

TAMRF #: 23-0035-12

Transmittal Memo

Date: November 04, 2011
Attention: Norma L. Longoria, MS, LD
Organization: Hidalgo County WIC Program
Address: 3105 W. University Dr.
Edinburg, Texas 78539
E-Mail Address: Norma.Longoria@wic.co.hidalgo.tx.us
Subject: Research Subaward Agreement - Revised

- Sign as indicated. Return one fully executed original. You may return the fully executed agreement electronically (fax, scanned document by e-mail, etc.), however, by so doing you indicate your agreement with the Additional Comments below.
- Initial all revisions as indicated. Return one fully executed original as stated above.
- A fully executed original is enclosed for your records (according to the Additional Comments stated below).
- Please return the fully executed agreement to Sharon Moore, Administrative Assistant, smoore@rf-mail.tamu.edu, or via fax at 979-845-8618.
- Additional Information:

Should you have any questions regarding the contract, please contact:

Lisa Whitten, Senior Negotiator II, 979.862.8465, lwhitten@rf-mail.tamu.edu

Additional Comments:

This Agreement may be executed and become effective by manually signing and delivering an electronic version of the signed agreement (for example, by scanning the document and delivering the electronic file, or faxing the executed document), or by affixing an electronic signature (whether represented by an image object or alphanumeric values). Such electronic signature and document shall be deemed an original certifying to the party's intent to enter into this Agreement and to its authenticity, validity, and enforceability.

U.S. Mail & Overnight Delivery Services:
Texas A&M Research Foundation
(or)
The Texas A&M University System Health Science Center Research Foundation
Attn: Sharon Moore, Administrative Assistant
400 Harvey Mitchell Parkway South
Suite 100, Valley Park Center
College Station, Texas 77845
979.845.8600

Research Subaward Agreement

Institution/Organization ("Prime Recipient")		Institution/Organization ("Subrecipient")	
Name: Hidalgo County W/C Program		Name: The Texas A&M University System Health Science Center	
Prime Award No.: 2011-038300		Subaward No.: _____ CFDA #: _____	
Awarding Agency: Department of State Health Services (DSHS)		Amount Funded This Action: \$12,000.00	
		Est. Total (if incrementally funded): _____	

Subaward Period of Performance:		Estimated Project Period (if incrementally funded):	
Budget Period: From:	To:	From:	To:
June 30, 2011	June 29, 2012		

Project Title:

Baby Cafe: Nutrition Physical Activity and Obesity Program

 Reporting Requirements (Check here if applicable): See Attachment 4) FFATA (Attachment 3B) ARRA Funds (Attachment 4A)

Terms & Conditions

- 1) Prime Recipient hereby awards a cost reimbursable subaward, as described above, to Subrecipient. The statement of work and budget for this subaward are (check one): As specified in Subrecipient's proposal dated _____; or as shown in Attachment 5. In its performance of the subaward work Subrecipient shall be an independent entity and not an employee or agent of Prime Recipient.
- 2) Prime Recipient shall reimburse Subrecipient not more often than monthly for allowable costs. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), subaward number, and certification as to truth and accuracy of invoice. *Invoices that do not reference Prime Recipient's Subaward Number shall be returned to Subrecipient.* Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Financial _____ Contact as shown in Attachments 3A & 3B.
- 3) A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to Prime Recipient's Financial _____ Contact, as shown in Attachments 3A and 3B, NOT LATER THAN sixty (60) days after subaward end date. The final statement of costs shall constitute Subrecipient's final financial report.
- 4) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.
- 5) Matters concerning the technical performance of this subaward should be directed to the appropriate party's Principal investigator, as shown in Attachments 3A and 3B. Technical reports are required as shown above, "Reporting Requirements".
- 6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement, and any changes requiring prior approval, should be directed to the appropriate party's Administrative _____ Contact, as shown in Attachments 3A & 3B. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official as shown in Attachments 3A & 3B.
- 7) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
- 8) Either party may terminate this subaward with thirty days written notice to the appropriate party's Administrative _____ Contact as shown in Attachments 3A & 3B. Prime Recipient shall pay Subrecipient for termination costs as allowable under OMB Circular A-21 or A-122 or 45 CFR Part 74 Appendix E, "Principles for Determining Costs Applicable to Research and Development under Grants and Contracts with Hospitals" as applicable.
- 9) No cost extensions require the approval of the Prime Recipient. Any requests for a no-cost extension should be addressed to and received by the Financial _____ Contact, as shown in Attachments 3A & 3B, not less than thirty (30) days prior to the desired effective date of the requested change.
- 10) The Subaward is subject to the terms and conditions of the Prime Award and other special terms and conditions, as identified in Attachment 2.
- 11) By signing below Subrecipient makes the certifications and assurances shown in Attachment 3.

By an Authorized Official of Prime Recipient

By an Authorized Official of Subrecipient

Date

June

r, Contracts & Grants

10/28/11
Date

**Attachment 1
Research Subaward Agreement
Certifications and Assurances**

By signing the Subaward Agreement, the authorized official of Subrecipient certifies, to the best of his/her knowledge and belief that:

Certification Regarding Lobbying

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying", to the Prime Recipient.

3) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Debarment, Suspension, and Other Responsibility Matters

Subrecipient certifies by signing this Subaward Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

OMB Circular A-133 Assurance

Subrecipient assures Prime Recipient that it complies with A-133 and that it will notify Prime Recipient of completion of required audits and of any adverse findings which impact this subaward.

Attachment 2
Research Subaward Agreement
Prime Award Terms and Conditions
Department of State Health Services

This Research Subaward Agreement is subject to the Department of State Health Services Prime Award Number 2011-038300 Fiscal Year 2011 General Provisions (Core/Subrecipient) located at <http://www.dshs.state.tx.us/grants/gen-prov.shtm>

Attachment 3A
Research Subaward Agreement

Subaward Number:

Prime Recipient Contacts

Institution/Organization ("Prime Recipient")

Name: Hidalgo County WIC Program

Address: Administrative Office - 1200

3105 W. University Drive

City: Edinburg

State: TX

ZipCode: 78539

Administrative Contact

Name: Norma L. Longoria, WIC Director

Address: Hidalgo County WIC Program

3105 W. University Drive

City: Edinburg

State: TX

ZipCode: 78539

Telephone: (956) 381-4646 x 4046

Fax: (956) 381-4056

Email: norma.longoria@wic.co.hidalgo.tx.us

Principal Investigator

Name: Noemi Hernandez, Assistant Breastfeeding Coordinator

Address: Hidalgo County WIC Program

3105 W. University Drive

City: Edinburg

State: TX

ZipCode: 78539

Telephone: (956) 381-4646 x 4051

Fax: (956) 381-0297

Email: noemi.hernandez@wic.co.hidalgo.tx.us

Financial Contact

Name: Norma Longoria, MS, LD

Address: Administrative Office - 1200

3105 W. University Drive

City: Edinburg

State: TX

ZipCode: 78539-6243

Telephone: (956) 381-4646

Fax: (956) 380-4056

Email: norma.longoria@wic.co.hidalgo.tx.us

Authorized Official

Name: Norma Longoria, MS, LD

Address: Administrative Office - 1200

3105 W. University Drive

City: Edinburg

State: TX

ZipCode: 78539

Telephone: (956) 381-4646

Fax: (956) 380-4056

Email: norma.longoria@wic.co.hidalgo.tx.us

Attachment 3B - Research Subaward Agreement

Subaward Number:

Institution/Organization ("Subrecipient")

Subrecipient Contacts

Name: The Texas A&M University System Health Science Center

Address: 400 Harvey Mitchell Parkway South

Suite 300

City: College Station

State: TX

ZipCode + 4: 77345

EIN No: 74-2907553

Institution Type: Public/State Controlled Inst. of Higher Education

Did the subrecipient's gross income, from all sources, in the previous tax year exceed \$300,000? Yes No

If no, FFATA reporting of this subaward is not required.

Is the Performance Site the Same Address as Above? Yes NoCurrently registered in CCR? Yes NoIf no, Is the Performance Site the same as PI address below? Yes No

DUNS No:

Parent DUNS No:

If no to both questions, please complete 3B page 2 (if ARRA funding use Attachment 4A).

83-560-7441

Is Subrecipient exempt from reporting compensation? Yes No

Congressional District:

Congressional District:

If no, please complete 3B page 2 (if ARRA funding use Attachment 4A).

TX-017

Administrative Contact

Name: Lisa Whitten, Senior Negotiator II

Address: The Texas A&M University System

Office of Sponsored Research Services, 400 Harvey Mitchell Parkway South, Suite 300

City: College Station

State: Texas

ZipCode: 77845

Telephone: 979-862-8465

Fax: 979-862-3250

Email: lwhitten@tamus.edu

Principal Investigator

Name: Ann V. Millard

Address: Texas A&M Health Science Center School of Rural Public Health

2101 S. McCall Rd. HSC-51C 132

City: McAllen

State: Texas

ZipCode: 78503

Telephone: (956) 668-6320

Fax: (956) 668-6302

Email: avmillard@tamhsc.edu

Financial Contact

Name: Sara Lauter, Project Administrator II

Address: The Texas A&M University System

Office of Sponsored Research Services, 400 Harvey Mitchell Parkway South, Suite 300

City: College Station

State: Texas

ZipCode: 77345

Telephone: 979-862-6149

Fax: 979-862-3250

Email: slauter@tamus.edu

Authorized Official

Name: Jane Zuber, Director - Contracts & Grants

Address: The Texas A&M University System

Office of Sponsored Research Services, 400 Harvey Mitchell Parkway South, Suite 300

City: College Station

State: Texas

ZipCode: 77345

Telephone: 979-862-8465

Fax: 979-862-3250

Email: proposals@tamus.edu

FDP version 20101115

**ATTACHMENT 4
SUBAWARD AGREEMENT**

Reporting Requirements

Final Technical Report due on or before June 29, 2012.

Title of Project: Baby Café (Proposal from Hidalgo County WIC Program)
Lead organization: Hidalgo County WIC Program
Term: 6/30/2011-6/29/2012

Scope of Work:

The Baby Café, a concept developed in the United Kingdom, provides support to women who are breastfeeding or interested in doing so. The Baby Café in Hidalgo County will be a drop-in center, open twice a week, free to all who attend with no appointment needed. It will be open to women throughout Region 11 of DSHS. The concept is that mothers will support other mothers, and a lactation professional will be available to provide information and other support. The idea is predicated on evidence that children who were breastfed as babies have a significantly lower risk of becoming obese later in life.

As a subcontractor, Dr. Millard will complete the following activities:

- Assist the project team in the design of data collection tools for the project
- Assist the project team in the initial oversight of data collection on the use of the Baby Café, its support for breastfeeding mothers, and their views of the project
- Carry out initial informal interviews with breastfeeding mothers on their experiences with Baby Café
- Assist the project team in refining the project over the course of the year
- Generate statistics and other evaluation materials for monthly reports, media releases, and the final report.

Budget Justification: Subcontract

Personnel: \$7,602

Ann V. Millard, Ph.D., will receive salary, medical insurance, and fringe rates paid at the customary rate to provide 6.87% of her time to the project (2.75 hours/week).

Materials and supplies: \$ 589

The following expenses will be covered in materials and supplies: computer supplies, photography supplies, and general office supplies. The supplies will be used to document the project and to collect and analyze data for the evaluation.

Travel: \$0.00

Texas A&M Research Foundation
RF# 1101293 RB1

Project Dates: 6/30/2011 - 6/29/2012

DIRECT COSTS	<u>6/30/2011</u> <u>6/29/2012</u>	<u>TOTAL</u>
Salaries		
Ann Millard Co-PI 6.87% Time, 12 Cal Mo	6,156	6,156
Subtotal	<u>6,156</u>	<u>6,156</u>
Total Salaries and Wages	<u>6,156</u>	<u>6,156</u>
Fringe Benefits	1,446	1,446
Total Personnel Costs	<u>7,602</u>	<u>7,602</u>
Materials & Supplies	589	589
Modified Total Direct Costs (MTDC)	<u>8,191</u>	<u>8,191</u>
Total Direct Costs	<u>8,191</u>	<u>8,191</u>
INDIRECT COSTS		
Indirect Costs MTDC *46.5%	3,809	3,809
TOTAL PROJECT COSTS	<u>\$12,000</u>	<u>12,000</u>

AI-29583

14. A.

CC REGULAR

Meeting Date: 11/15/2011

Submitted By: Rebecca Gomez, RIGHT OF
WAY DEPT.

Department: RIGHT OF WAY DEPT.

Information

CAPTION

1. Authorization for discussion, consideration and/or approval of a proposed easement for Magic Valley Electric Cooperative, Inc. approximately 0.349 acres- Cesar Chavez Drainage Project.
2. Authorization for County Judge to Execute documents for Cesar Chavez Drainage Project.

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

0.349 acres CC Drainage Project

Form Review

<u>Inbox</u>	<u>Reviewed By</u>	<u>Date</u>
Budget & Management	Merlen P. Munoz	11/08/2011 04:53 PM
Olga Garza	Olga Garza	11/09/2011 03:41 PM
Purchasing Department	Angela Garcia	11/10/2011 04:42 PM
Form Started By: Rebecca Gomez		Started On: 11/08/2011 01:48 PM
	Final Approval Date: 11/10/2011	

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Easement and Right of Way

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HIDALGO

That, **Hidalgo County, Texas** "GRANTOR", whether one or more, together with all and singular, for the **CONSIDERATION** and/or other benefits received by **GRANTOR** from **Magic Valley Electric Cooperative, Inc.** "GRANTEE", a Texas Corporation, and/or Ten and No/100's dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of some consideration deemed valuable to **GRANTOR** being hereby expressly acknowledged and accepted by **GRANTOR** does **GRANT, SELL and CONVEY** unto **GRANTEE** an **EASEMENT** appurtenant and **Right-of-Way** in, upon, and across the **EASEMENT PROPERTY** described herein.

I. PROPERTY

The **GRANTORS** property containing the **EASEMENT PROPERTY** is located in Hidalgo County, Texas, and is more particularly described as follows, to wit,

SEE EXHIBIT "A" AND "B" ATTACHED HERETO AND MADE A PART HEREOF.

II. GRANT

EASEMENT and Right of Way granted, sold and conveyed by this document is subject to any easement rights previously granted by the **GRANTOR** and is described as follows:

An **EASEMENT and Right of Way** being 0.349 acres for electric transmission line, electric distribution line or lines, and/or communication line or lines. The line and/or lines installed will consist of poles, towers and circuits consisting of a variable number and sizes of wires and/or cables, overhead and/or underground.

GRANTOR acknowledges and understands that this **EASEMENT** and **Right of Way** also includes authorization to the **GRANTEE** to install all necessary or desirable appurtenances, appliances, facilities and equipment. The facilities to be installed includes, but is not limited to, supporting structures, poles, towers, crossarms, insulators, transformers, guy wires, anchors and other facilities whether made of wood, metal, or other materials.

GRANTOR grants to **GRANTEE** the right and authority to use the installed facilities for electrification, data communication, telephone, telegraph, television or other similar purposes.

GRANTOR also grants to **GRANTEE** the right and authority to license, permit or otherwise agree to the joint use or occupancy of the line, lines, or other facilities by any other person or entity for electrification, telephone, data communication, telegraph, television or other similar purposes.

This **EASEMENT**, **Right of Way**, rights, and privileges herein granted shall be used for the purpose of providing utility service, constructing, placing, operating, maintaining, reconstructing, replacing, relocating, reconstituting, changing the size or nature of, rebuilding, upgrading, removing, inspecting, patrolling, and/or repairing the facilities or any part thereof, and making connections therewith, and to undertake the same for any of the other joint uses authorized herein. The purpose shall also include use of the **EASEMENT**, **Right-of-Way**, rights and privileges granted herein for any use directly related to the project or financing of the project facilities.

The **GRANTOR** authorizes the **GRANTEE**, to the right to cut, trim, chemically treat with herbicides, and/or remove trees, shrubs, bushes, brush or vegetation, within or adjacent to the **EASEMENT PROPERTY** or otherwise necessary to economically realize the purpose and rights herein stated. The **GRANTEE** is also authorized to remove other obstructions, which endanger or may interfere with the safety or efficiency of said lines or appurtenances.

GRANTEE shall have the right to place temporary poles, towers, anchorage, guys, and supporting structures for use in erecting or repairing the project. **GRANTEE** shall have the right to use such portion of the property along and adjacent to the **EASEMENT PROPERTY** and **Right-of-Way** as may be reasonably necessary in connection with the **PURPOSES** stated, or any one or more of them relating to the project, or any part thereof.

III. EASEMENT PROPERTY

SEE EXHIBIT "A" AND "B" ATTACHED HERETO AND MADE A PART HEREOF.

IV. The EASEMENT and Right-of-Way granted, sold and conveyed by this document includes 0.349 acres.

V. TERM

The **EASEMENT** and access rights granted herein, as well as the covenants made herein shall be perpetual and appurtenant to the land, unless abandoned by the **GRANTEE** for a period of 10 years.

VI. ACCESS

GRANTEE shall have the right of pedestrian, equipment, and vehicular ingress and egress at all times upon and across the EASEMENT PROPERTY for the above stated purpose. GRANTEE shall also have the right of ingress and egress over existing roads across the adjacent or remainder property of GRANTOR for the purpose of obtaining access. In the event that access is not reasonably available over existing roads, GRANTEE shall have the right of reasonable ingress and egress over the adjacent property of GRANTOR along any route that is reasonable and appropriate.

GRANTOR, Grantor's successors and assigns, shall not cause or permit new construction of habitable structures on the EASEMENT PROPERTY, nor cause or permit new construction of any obstructions that would cause a violation of the National Electric Safety Code or limit the rights granted and conveyed to the GRANTEE. GRANTEE shall have the right to remove from the EASEMENT PROPERTY any structure, improvement, or obstruction and GRANTOR agrees to pay GRANTEE the reasonable cost of such removal and this agreement shall be a covenant running with the land for the benefit of GRANTEE.

VII. DAMAGES

It is understood and agreed that the **CONSIDERATION** received by **GRANTOR** includes adequate compensation for all damages for the initial construction and all operation and maintenance of the project as well as all damages, if any, to **GRANTOR's** property which may occur in the future after the original construction of the project, directly resulting from **GRANTEE's** non-negligent exercise of any purpose or right granted. **GRANTEE** shall not be liable for damages caused by keeping the **EASEMENT PROPERTY** clear of trees, undergrowth, brush, and obstructions.

VIII. OWNERSHIP

GRANTOR agrees that all poles, wires, cables, circuits, appurtenances, facilities, appliances and equipment installed upon the **EASEMENT PROPERTY** shall at all times remain the property of the **GRANTEE** and is removable at the option of the **GRANTEE**.

IX. MINERALS

GRANTOR expressly reserves all oil, gas, and other minerals owned by **GRANTOR**, in on, and under the **EASEMENT PROPERTY**, provided that **GRANTOR** shall not be permitted to, and shall not allow any party to, drill or excavate for minerals on or from the surface of the **EASEMENT PROPERTY**, but **GRANTOR** may extract oil, gas, or other minerals from and under the **EASEMENT PROPERTY** by directional drilling or other means which do not interfere with or disturb **GRANTEE's** use of the **EASEMENT PROPERTY**.

X. ASSIGNMENT AND MISCELLANEOUS

This instrument, and the terms and conditions contained herein, shall inure to the benefit of and be binding upon **GRANTEE GRANTOR, GRANTOR**, and their respective heirs, personal representatives, successors, and assigns. When the context requires, singular nouns and pronouns include the plural. When appropriate, the term "**GRANTEE**" includes the employees, contractors, and authorized agents of **GRANTEE**.

TO HAVE AND TO HOLD the above described **EASEMENT** and rights unto the **GRANTEE, its successors and assigns, and legal representative to warrant and defend** against every person whomsoever lawfully claiming or to claim the same or any part thereof, the rights and appurtenances thereto in any wise belonging to **GRANTEE** and **GRANTEE's** successors and assigns forever.

XI. INDEMNIFICATION

GRANTEE will defend, indemnify and hold **GRANTOR** harmless from claims of injury and damage, losses and judgments, such claim, losses and judgments being the result of the sole or concurrent acts and omissions of **GRANTEE**, its representatives, agents, contractors, employees, successors and assigns, and associated in any way with the use of the rights granted under this **EASEMENT and Right-of-Way**.

EXECUTED this the _____ day of _____, 2010.

County of Hidalgo

By: _____

Title: _____

THE STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this _____ day of _____, 2010, by _____, Title _____ of Hidalgo County, Texas.

Notary Public Signature

Notary Public Name

My Commission Expires: _____

EXHIBIT A

AMBIOTEC GROUP
5420 Paredes Line Road
Brownsville, Texas 78526
(956) 548-9333 Fax (956) 548-9399

June 4, 2010
Project No. 2687

METES AND BOUNDS DESCRIPTION OF A 0.349 ACRE TRACT

Being a 0.349 acre tract of land, more or less, out of Lot 16, Block 44, Alamo Land and Sugar Company Subdivision as recorded in Volume 1, Page 24 of the Map Records of Hidalgo County, Texas, said 0.349 acre tract further being out of a 4.00 acre tract conveyed to Hidalgo County, Texas as recorded in Document # 2087743 of the Deed Records of Hidalgo County, Texas. Said 0.349 acre tract being more particularly located and described as follows:

Commencing at the Northwest corner of said Lot 16, Block 44, same being the Northwest corner of a 1.00 acre tract (remainder of a 5.00 acre tract) conveyed to Maria Guadalupe Perez as recorded in Document # 1490830 of the Deed Records of Hidalgo County, Texas, same being the Southwest corner of a 13.00 acre tract conveyed to Rio Grande Bible Institute, Inc. as recorded in Document # 1402112 of the Deed Records of Hidalgo County, Texas, said corner being in the centerline of Cesar Chavez Road (existing 60 ft right-of-way). Thence, with the North line of said Lot 16, Block 44, same being the North line of said 1.00 acre tract, same being the South line of said 13.00 acre tract, South 81 degrees 26 minutes 02 seconds East (recorded South 81 degrees 15 minutes 00 seconds East-Deed), a distance of 30.00 feet to the Northwest corner of said 4.00 acre tract, said corner being in the East right-of-way line of said Cesar Chavez Road, continuing a total distance of 273.77 feet to a point. Thence, South 21 degrees 26 minutes 02 seconds East, a distance of 57.76 feet, for the Northwest corner and the Point of Beginning of this 0.349 acre tract;

Thence, with a line parallel to and a distance of 50.00 feet perpendicular from the North line of said Lot 16, Block 44, same being the North line of said 4.00 acre tract, same being the South line of said 13.00 acre tract AND the South line of Bibleville Subdivision as recorded in Volume 32, Page 145-B of the Map Records of Hidalgo County, Texas, South 81 degrees 26 minutes 02 seconds East, a distance 1017.36 feet to the East line of said Lot 16, Block 44, same being the East line of said 4.00 acre tract, same being the West line of a 28.45 acre tract conveyed to Oscar Santos

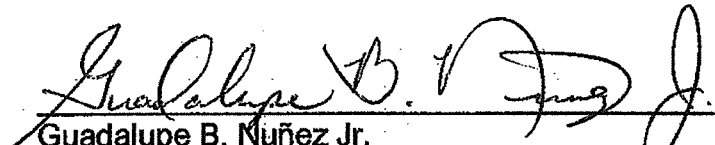
as recorded in Document # 1474987 of the Deed Records of Hidalgo County, Texas, for the Northeast corner of this 0.349 acre tract;

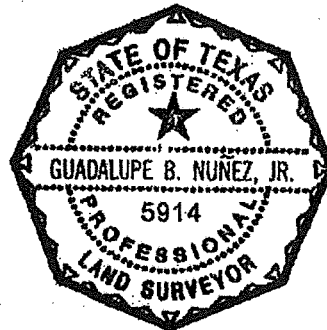
Thence, with the East line of said Lot 16, Block 44, same being the East line of said 4.00 acre tract, same being the West line of said 28.45 acre tract, South 08 degrees 33 minutes 58 seconds West (recorded South 08 degrees 45 minutes 00 seconds West-Deed), a distance of 15.00 feet, for the Southeast corner of this 0.349 acre tract;

Thence, with a line parallel to and a distance of 65.00 feet perpendicular from the North line of said Lot 16, Block 44, same being the North line of said 4.00 acre tract, North 81 degrees 26 minutes 02 seconds West, a distance of 1008.70 feet, for the Southwest corner of this 0.349 acre tract;

Thence, North 21 degrees 26 minutes 02 seconds West, a distance of 17.32 feet, to the Point of Beginning;

Said described tract containing 0.349 acres, more or less.


Guadalupe B. Nuñez Jr.
Registered Professional Land Surveyor No. 5914



6/4/10

EXHIBIT B

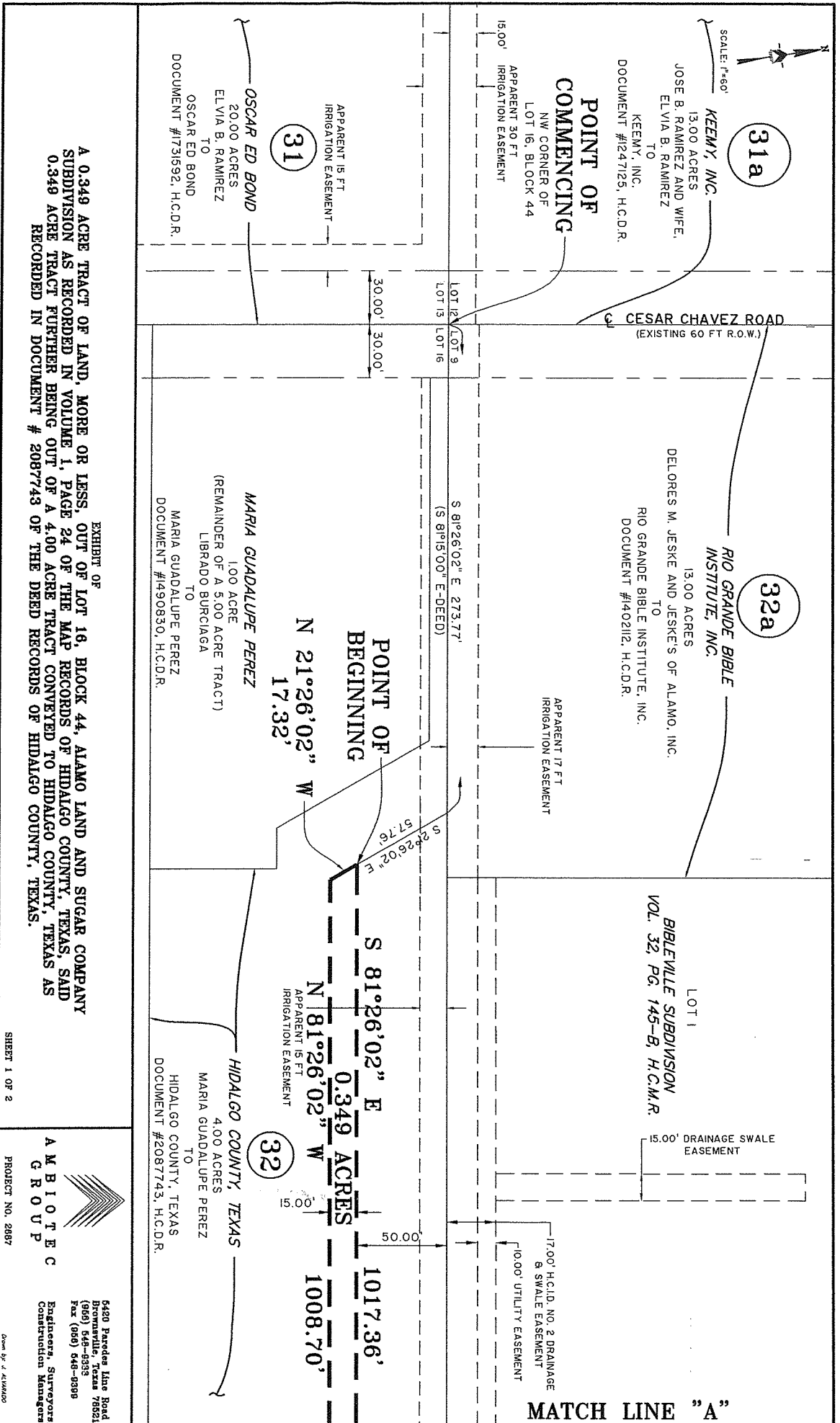


EXHIBIT OF
A 0.349 ACRE TRACT OF LAND, MORE OR LESS, OUT OF LOT 16, BLOCK 44, ALAMO LAND AND SUGAR COMPANY SUBDIVISION AS RECORDED IN VOLUME 1, PAGE 24 OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS, SAID 0.349 ACRE TRACT FURTHER BEING OUT OF A 4.00 ACRE TRACT CONVEYED TO HIDALGO COUNTY, TEXAS AS RECORDED IN DOCUMENT # 2087743 OF THE DEED RECORDS OF HIDALGO COUNTY, TEXAS.

SHEET 1 OF 2

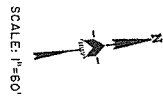
A M B I O T E C
G R O U P

5420 Parades Lane Road
 Houston, Texas 75052
 (959) 548-5333
 Fax (959) 548-5399

Engineers, Surveyors
 Construction Managers

PROJECT NO. 2887

Drawn By: J. ALVARADO



MATCH LINE "A"

15.00' DRAINAGE SWALE EASEMENT

APPARENT 15.00' IRRIGATION EASEMENT

BIBLEVILLE EXPANSION HOLDING COMPANY TRUST TO RIO GRANDE BIBLE INSTITUTE, INC. DOCUMENT #964578, H.C.D.R.

32a

3.182 ACRES RIO GRANDE BIBLE INSTITUTE, INC.

15.00' DRAINAGE SWALE EASEMENT

(S 81°15'00" E-DEED)

17.00' H.C.I.D. NO. 2 DRAINAGE & SWALE EASEMENT TO 10.00' UTILITY EASEMENT

LOT 1 BIBLEVILLE SUBDIVISION VOL. 32, PG. 145-B, H.C.M.R.

15.00' DRAINAGE EASEMENT H.C.I.D. NO. 2

10.00' UTILITY EASEMENT

S 81°26'02" E
N 81°26'02" W

0.349 ACRES

32

1017.36'

1008.70'

HIDALGO COUNTY, TEXAS

4.00 ACRES MARIA GUADALUPE PEREZ TO HIDALGO COUNTY, TEXAS DOCUMENT #2087743, H.C.D.R.

50.00'

5.00'

LOT 9 LOT 10 LOT 15

S 08°33'58" W
15.00'

33

OSCAR SANTOS 28.45 ACRES KENNETH ADAIR CHESNUT AND WIFE, RUTH AGUIRRE LOPEZ CHESNUT AND VERNON LEE CHESNUT TO OSCAR SANTOS DOCUMENT #1474987, H.C.D.R. APPARENT 30 FT IRRIGATION EASEMENT

HACIENDA VALENTIN SUBDIVISION VOL. 48, PG. 41, H.C.M.R.

20.00' DRAINAGE SWALE EASEMENT

15.00' ELECTRICAL & UTILITY EASEMENT

20

19

EXHIBIT OF A 0.349 ACRE TRACT OF LAND, MORE OR LESS, OUT OF LOT 16, BLOCK 44, ALAMO LAND AND SUGAR COMPANY SUBDIVISION AS RECORDED IN VOLUME 1, PAGE 24 OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS, SAID 0.349 ACRE TRACT FURTHER BEING OUT OF A 4.00 ACRE TRACT CONVEYED TO HIDALGO COUNTY, TEXAS AS RECORDED IN DOCUMENT # 2087743 OF THE DEED RECORDS OF HIDALGO COUNTY, TEXAS.



5430 Paredes Lane Road
Houston, Texas 75223
(966) 548-9333
Fax (966) 548-9398
Engineers, Surveyors
Construction Managers

AI-29536

15. A.

CC REGULAR

Meeting Date: 11/15/2011

Submitted By: Sylvia Solis, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Approval to reclassify the following position, effective 10/03/2011, as approved by the Board of Judges on 09/29/2011:

Slot No.	Current Position Title	Current Position Title	Approved Position Title	Approved Budeted Salary
0044	Accountant I	\$37,385.00	Accounts Payable Specialist I	\$33,006.00

BACKGROUND

See attached Board of Juges approval for meeting date of 09/29/2011.

Fiscal Impact

FISCAL YEAR: 2011

ACCT. #: 1-1100-415-21-170-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

No Budgetary Impact, reclassification of position to a lower grade/budgeted salary (Cost Savings).

Attachments

Back-up

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/04/2011 10:33 AM
Rosalinda Cantu	Rosie Cantu	11/04/2011 01:31 PM
Purchasing Department	Angela Garcia	11/10/2011 04:42 PM
Form Started By: Sylvia Solis		Started On: 11/04/2011 09:06 AM
	Final Approval Date: 11/10/2011	



**JUDGE
RUDY DELGADO**

93RD JUDICIAL DISTRICT
OF TEXAS
100 N. CLOSNER
EDINBURG, TX 78540
(956) 318-2255

BOARD OF JUDGES MEETING

SEPTEMBER 29, 2011 AT 11:30 A.M.

93rd. District Courtroom

JUDGE RODOLFO DELGADO, HIDALGO COUNTY PRESIDING JUDGE

I. Buddy Silva, Director Juvenile Probation Department

- 1. Approval of August 25, 2011 Juvenile Board Meeting Minutes. *approved*
- 2. Approval of the Juvenile Board Resolution related to Senate Bill 1209 and the Detention of Juveniles certified to stand trial as Adults. *approved*
- 3. Approval of C. Y. 2012 County Budget. *approved*
- 4. Approval of budget line item transfers since the August 25, 2010 Juvenile Bd. Meeting. *approved*

II. Judge Noe Gonzalez, 370th. District Court

- A. Approval to reclassify slot 0044 from Accountant I (Grade 8, Step 6) to Account Payable Specialist I (Grade 6, Step 7) effective 10/3/2011. *approved*
- B. Public Hearing to set the amount of compensation of County Auditor, Asst. Auditors of the County Auditor's office and the Court Reporters. *approved*
- C. Approval to set the salary of County Auditor and Asst. Auditors of the County Auditor's Office. *approved*
- D. Approval to set the salary of Court Reporters. *approved*

III. Judge Aida Salinas Flores, Judge 398th. District Court

- A. Discussion and action on updating the Local Rules on Indigent Defense. *approved*

IV. Brandy M. Wingate, Hidalgo County Bar Association

- 1. HCBA "Par Fore Justice", Oct. 8, 2011 at Palm View Golf Course.
- 2. WBS Heart Gallery: Oct. 26, 2011
- 3. Thanksgiving Food Drive: Oct. 1-Nov. 17, 2011: Pantry Party Nov. 17 @ 5pm
- 4. Black Robe: Thus., Dec. 8th. @ 5:30 pm @ 1st. National Bank
- 5. WBS Justice is Served Dinner, Feb. 16, 2012. "Save the Date"
- 6. HCBA Settlement Month: Dec. 1-29, 2011

V. Christina A. Vasquez and Sandra Rodriguez-creative being

- 1. Consulting & Life Skills Coaching

HIDALGO COUNTY
BUDGET CLERK

NOV 4 AM 9 44

HIDALGO COUNTY

LAURA HINOJOSA • DISTRICT CLERK • P.O. BOX 87 • EDINBURG, TEXAS 78540

AI-29635

16. A.

CC REGULAR

Meeting Date: 11/15/2011

Submitted By: Sylvia Solis, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. 3 Drainage Improvement Project (1200):

1. Approval to create one (1) full-time Pipe Layer/ Fitter position, slot no. 0015, budgeted salary \$28,000.00.
2. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011

ACCT. #: 1-1200-431-00-123-049-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds for proposed position and related fringe benefits available from deletion of position plus lapsed funding from vacancy.

Attachments

Job Description

Fiscal Note

revised salary schedule

finalized PARS

Form Review

Inbox	Reviewed By	Date
Sylvia Solis (Originator)	Sylvia Solis	11/09/2011 04:50 PM
Budget & Management	Merlen P. Munoz	11/09/2011 04:57 PM
Rosalinda Cantu	Rosie Cantu	11/09/2011 05:12 PM
Purchasing Department	Angela Garcia	11/10/2011 04:42 PM

Form Started By: Sylvia Solis Started On: 11/09/2011 02:16 PM

Final Approval Date: 11/10/2011

HIDALGO COUNTY

DRAINAGE IMPROVEMENT PROJECT

Job Title: Pipe Layer/Fitter

FLSA: Non-Exempt

Dept No: 121-124

Civil Service: Non-Exempt

SUMMARY:

Employee will be laying storm drain pipe in the County's drainage easements.

ESSENTIAL DUTIES and RESPONSIBILITIES:

- Perform maintenance duties as directed.
- Trimming; mowing grass and brush along drain ditch and guard rails.
- To perform this job successfully, an individual must be able to perform each essential duty satisfactorily.

QUALIFICATION REQUIREMENTS:

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

EDUCATION and/or EXPERIENCE:

- High school diploma or GED preferred.
- Bilingual preferred.
- Two (2) to three (3) years experience laying storm drain lines.
- Must be able to read blueprints and cut sheets.
- Must be able to use laser level equipment.
- Must be able to read tape measures and angles.
- Must be able to set box and grade inlets.
- Have experience in concrete work.

CERTIFICATES, LICENSES, REGISTRATIONS:

- Employee must have a current valid Texas motor vehicle operator's license.
- Must be able to be insured by the County's insurance carrier.

OTHER SKILLS and ABILITIES:

- Must be able to work extended hours during emergency circumstances; related to weather conditions.
- Will be exposed to environmental elements/weather while working.
- Must be able to sustain 6-7 hours of continuous work requiring sitting for long periods of time.
- Being able to endure tractor motion, exposure to noise, dust and dirt and working in high places.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity, which permits:

- making sound decisions and using good judgment
- handling financial affairs effectively and honestly
- maintaining confidentiality
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions, which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

ACCIDENT PREVENTION PROGRAM:

Required to follow all department's safety regulations.

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: Sergio Cruz, Budget Officer
 CC Date: Monday, November 14, 2011

Agenda Item: 29635

Summary of request/proposal:

PCT. 3 DRAINAGE IMPROVEMENT PROJECT (1200):

Approval to create and/or delete the following full-time positions:

Fund	Position	Slot#	Obj	Current Budgeted		Total Requested
				Salary	Adjustment Requested	
1200	PIPE LAYER/FITTER	0015	113	0.00	28,000.00	28,000.00
				0.00	28,000.00	28,000.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
1-1200-431-00-123-049-0- 113	PCT 3 DRAIN IMPRV PRJ REG F/T EMPLOYEES	\$3,769.23
1-1200-431-00-123-049-0- 211	PCT 3 DRAIN IMPRV PRJ HEALTH INSURANCE	\$484.62
1-1200-431-00-123-049-0- 212	PCT 3 DRAIN IMPRV PRJ LIFE INSURANCE	\$3.63
1-1200-431-00-123-049-0- 220	PCT 3 DRAIN IMPRV PRJ FICA	\$288.35
1-1200-431-00-123-049-0- 230	PCT 3 DRAIN IMPRV PRJ RETIREMENT	\$361.85
1-1200-431-00-123-049-0- 250	PCT 3 DRAIN IMPRV PRJ UNEMPLOYMENT COMP	\$18.85
1-1200-431-00-123-049-0- 260	PCT 3 DRAIN IMPRV PRJ WORKER'S COMP	\$0.00
	2011 Budgetary Impact	\$4,926.53

2012 Budgetary Impact: \$36,597.00

Possible Funding Sources: AVAILABLE LAPSED FUNDING FROM VACANCY

Comments:

**HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE**

1-1200-431-00-123-049-0

AI - 29635

Pct. 3 DRAINAGE IMPRV PRJ

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	DIRECTOR OF OPERATIONS				\$68,250.00	\$68,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$68,250.00
0002	113	BACKHOE/ HEAVY EQUIPMENT OPERATOR				\$32,640.00	\$32,640.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,640.00
0003	113	HEAVY EQUIPMENT OPERATOR III				\$32,640.00	\$32,640.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,640.00
0004	113	HEAVY EQUIPMENT OPERATOR III				\$32,640.00	\$32,640.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,640.00
0005	113	BULLDOZER/HEAVY EQUIPMENT OPERATOR				\$32,640.00	\$32,640.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,640.00
0006	113	TRUCK DRIVER III				\$29,756.00	\$29,756.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,756.00
0007	113	TRUCK DRIVER III				\$29,756.00	\$29,756.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,756.00
0008	113	TRUCK DRIVER III				\$29,756.00	\$29,756.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,756.00
0009	113	EXCAVATOR/HEAVY EQUIPMENT OPERATOR				\$40,425.00	\$40,425.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,425.00
0011	113	LABORER-DRAINAGE/CONSTRUCTION				\$24,880.00	\$24,880.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,880.00
0012	113	PIPE LAYER/FITTER				\$27,000.00	\$27,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,000.00
0013	113	PIPE LAYER/FITTER				\$27,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0014	113	ASSISTANT DIRECTOR OF CONSTRUCTION				\$48,000.00	\$48,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48,000.00
CREATE THE FOLLOWING:													
0015	113	PIPE LAYER/FITTER				\$28,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$483,383.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$428,383.00

Approval to create one (1) full-time Pipe Layer/ Fitter position, slot no. 0015, budgeted salary \$28,000.00.



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PCT 3 DRAIN IMPRV PRJ (123-049)

DATE: 11/9/2011

CURRENT POSITION TITLE: N/A

CURRENT SLOT #: 0015

REQUESTED POSITION TITLE: PIPE LAYER/FITTER

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 \$ 28,000.00 \$ 28,000.00
Current G&S/ Budgeted Salary Proposed G&S/ Budgeted Salary Net Change

Position to be funded from one of the following:

Current Department Budget Annual Budget Cycle Will Require Additional Funds

Other _____

POSITION Type:

Full Time Employee Object 113 Part Time Employee Object 114 _____
Enter hourly rate for temp. positions

Full Time Employee Object 121 Part Time Temporary Object 122 \$ _____
Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

CIVIL SERVICE: FLSA:

Exempt Exempt

Non-Exempt Non-Exempt

N/A

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

UPON EVALUATION OF THE DEPARTMENT, THERE IS A GREATER NEED FOR AN ADDITIONAL PIPE/LAYER FITTER POSITION TO ASSIST

THE DEPARTMENT WITH THE HIGH DEMAND OF WORKLOAD.


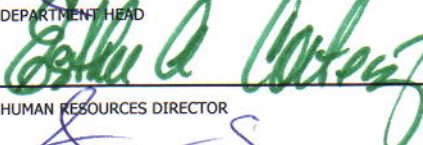

NEW POSITION: Brief job description and attach a copy of the new job description.

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

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>11/9/2011</u> Date	FUNDING AVAILABLE IN DEPT. BUDGET	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
2.	 HUMAN RESOURCES DIRECTOR	<u>11/10/2011</u> Date	PERSONNEL PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
3.	 DEPARTMENT OF BUDGET & MANAGEMENT	<u>11/9/2011</u> Date	BUDGET PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
4.	_____	_____	_____	_____
	COMMISSIONERS' COURT APPROVAL	Date		

AI-29631

17. A.

CC REGULAR

Meeting Date: 11/15/2011

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of Right of Way Easement for North Alamo Water Supply for irrigation purposes for a county park - Ingle Rd.

BACKGROUND

Document has been reviewed by Right of Way and Approved by Legal Counsel.

Attachments

forms

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/09/2011 12:59 PM
Manuel Chapa	Manuel Chapa	11/09/2011 02:15 PM
Purchasing Department	Angela Garcia	11/10/2011 04:42 PM
Form Started By: Monica Badillo		Started On: 11/09/2011 11:49 AM
	Final Approval Date: 11/10/2011	

THE STATE OF TEXAS
COUNTY OF HIDALGO

§
§
§

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: that the County of Hidalgo, of 100 N. Clossner, Edinburg, Texas 78539 (hereinafter called "Grantor"), in consideration of Supplying Potable water for Irrigation purposes for a County Park and other good and valuable consideration paid by **NORTH ALAMO WATER SUPPLY CORPORATION**, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell, transfer and convey to said Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace and remove water distribution lines and appurtenances over and across land, more particularly described as follows:

An easement 15.0 feet wide over and across a 20.00 acre tract of land being all of lots 6, and 7, Block 15, Santa Cruz Gardens Unit No. 2, Hidalgo County, Texas, according to map or plat thereof recorded in Volume 8, Pages 28 and 29, Map Records, Hidalgo County, Texas. Land owned by Grantor by virtue of a Warranty Deed recorded under Clerk's File No 1075723, Official Records, Hidalgo County, Texas, and being a strip of land 15.0feet wide lying North of and adjacent to the North right of way line of Ingle Road.

together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above-mentioned rights are granted. The easement hereby granted shall generally be adjacent to the existing public road and shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land described above for purpose of laterally relocating said water line as may be necessary to clear the road improvements, which easements hereby granted shall be limited to a strip of land 15' in width the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor's premises. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that he is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens.

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF, the said Grantor has executed this instrument the _____ day
of _____, 2011.

By: Hidalgo County Judge Ramon Garcia

APPROVED BY
COMMISSIONERS' COURT
ON: _____

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

This instrument was acknowledged before me this _____ day of _____, 2011, by

_____.

Notary Public, State of Texas

RETURN TO:
North Alamo WSC
420 S. Doolittle Rd.
Edinburg, Texas 78542-9707

AI-29663

18. A.

CC REGULAR

Meeting Date: 11/15/2011

Submitted For: Sergio Cruz

Submitted By: Dina Trevino, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Approval to reset salaries for promotions, demotions and/or transfers as deemed appropriate in order to comply with the Classification and Compensation Pay Plan.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management (Originator)	Merlen P. Munoz	11/14/2011 08:00 AM
Budget & Management (Originator) Erika Zamora Auditor's Office Purchasing Department	Merlen P. Munoz	11/14/2011 08:00 AM
Form Started By: Dina Trevino		Started On: 11/10/2011 03:59 PM

AI-29297

18. B.

CC REGULAR

Meeting Date: 11/15/2011

Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

Pct. #1 - Pct. #3 BCAP Round III (1312):

1. Approval of certification of revenues, as certified by the County Auditor, for the BCAP Grant-3rd Call in the amount of \$3,845,166.52.
2. Approval to deobligate \$3,124,157.64 from 2nd Call Border Colonia (Fund 1311). Funds in the amount of \$715,311.50 from (Fund 1310) 1st Call Border Colonia do not need to be deobligated due to not being carried over to 2011 and funds in the amount of \$5,697.38 were liquidated damages from LJ#1 (prog 365) not billed to TxDot and do not need to be dobligated.
3. Approval to appropriate \$3,845,166.52 into 3rd Call Border Colonia (fund 1312) for the following precincts in relation to Round III Colonia projects:

Pct. #1 BCAP Round III	\$1,007,825.05
Pct. #2 BCAP Round III	\$412,326.45
Pct. #3 BCAP Round III	\$1,223,931.48
BCAP Contingency Account	\$1,201,083.54
Total	\$3,845,166.52

4. Approval to deobligate \$168,438.97 from 3rd Call Border Colonia (Fund 1312) for the following deleted projects:

La Flor Estates	\$84,220.49
La Flor Gardens	\$84,218.48
Total	\$168,438.97

5. Approval to appropriate \$168,438.97 into 3rd Call Border Colonia Contingency Account.

BACKGROUND

Attachments

- Pct. 1 BCAP Round II Deobligation
- Pct. 2 BCAP Round II Deobligation
- Pct. 3 BCAP Round II Deobligation
- Pct. 4 BCAP Round II Deobligation
- Pct. 1 BCAP Round III Appropriation
- Pct. 2 BCAP Round III Appropriation
- Pct. 3 BCAP Round III Appropriation
- Deleted Projects Deobligation

Certification of Revenue

Deleted Project Appropriation

Fund 1310 Round I BCAP Revenues

Round III Deleted Projects Expenditure Report

BCAP Contingency Appropriation

Form Review

Inbox
Auditor's Office

Reviewed By
Angela Garcia

Date
11/10/2011 04:41 PM

Form Started By: Marcie Jackson

Started On: 10/21/2011 03:25 PM

Final Approval Date: 11/10/2011

DATE: November 15, 2011

DEPARTMENT HEAD: Agapito Vargas Jr.

2011

Transfer

DEPARTMENT NAME: Border Colonia Access Program

AI-29297 11/15/11

ACCOUNT NUMBER: 1-1311-XXX-X0-121-XXX-X-XXX

CONTACT PERSON: Marcie Jackson

PHONE: (956) 787-1891 Ext. 2010

SUBJECT: Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following amendments (increase/decrease) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME
1-1311-431-00-121-000-0- 899	PCT.1 BCAP ROUND II CONTINGENCY
1-1311-431-00-121-019-1- 312	AGUA DULCE INDIRECT COST
1-1311-431-00-121-019-1- 339	AGUA DULCE OTHER PROF SRV
1-1311-431-00-121-071-1- 312	BARBOSA LOPEZ NO.1 INDIRECT COST
1-1311-431-00-121-071-1- 339	BARBOSA LOPEZ NO.1 OTHER PROF SRV
1-1311-431-00-121-103-1- 339	BERNAL HEIGHTS NO.1 OTHER PROF SRV
1-1311-431-00-121-103-1- 731	BERNAL HEIGHTS NO.1 ROADS
1-1311-431-00-121-103-1- 733	BERNAL HEIGHTS NO.1 DRAINAGE DITCHES
1-1311-431-00-121-105-1- 339	BERNAL OTHER PROF SRV
1-1311-431-00-121-105-1- 731	BERNAL ROADS
1-1311-431-00-121-132-0- 339	CANA DE AZUCAR OTHER PROF SRV
1-1311-431-00-121-150-1- 334	CHAPA III ENG & ARCH SRV
1-1311-431-00-121-150-1- 339	CHAPA III OTHER PROF SRV
1-1311-431-00-121-230-1- 334	DIMAS NO.3 ENG & ARCH SRV
1-1311-431-00-121-230-1- 339	DIMAS NO.3 OTHER PROF SRV
1-1311-431-00-121-230-1- 731	DIMAS NO.3 ROADS
1-1311-431-00-121-230-1- 733	DIMAS NO.3 DRAINAGE DITCHES
1-1311-431-00-121-244-0- 334	EL MESQUITE ENG & ARCH SRV
1-1311-431-00-121-244-0- 339	EL MESQUITE OTHER PROF SRV
1-1311-431-00-121-244-0- 731	EL MESQUITE ROADS
1-1311-431-00-121-244-0- 733	EL MESQUITE DRAINAGE DITCHES
1-1311-431-00-121-245-1- 339	EL MONTE OTHER PROF SRV
1-1311-431-00-121-245-1- 731	EL MONTE ROADS
1-1311-431-00-121-318-1- 339	HIGH LAND OTHER PROF SRV
1-1311-431-00-121-391-0- 339	LA PALMA S/D OTHER PROF SRV
1-1311-431-00-121-461-0- 312	MID VALLEY ESTATES INDIRECT COST
1-1311-431-00-121-461-0- 334	MID VALLEY ESTATES ENG & ARCH SRV
1-1311-431-00-121-461-0- 339	MID VALLEY ESTATES OTHER PROF SRV
1-1311-431-00-121-495-0- 334	NORTH CAPISALLO ENG & ARCH SRV
1-1311-431-00-121-495-0- 339	NORTH CAPISALLO OTHER PROF SRV
1-1311-431-00-121-495-0- 731	NORTH CAPISALLO ROADS
1-1311-431-00-121-495-0- 733	NORTH CAPISALLO DRAINAGE DITCHES
1-1311-431-00-121-509-1- 334	OLD REBEL HEIGHTS ENG & ARCH SRV
1-1311-431-00-121-509-1- 339	OLD REBEL HEIGHTS OTHER PROF SRV
1-1311-431-00-121-571-0- 312	PUESTA DEL SOL INDIRECT COST
1-1311-431-00-121-571-0- 339	PUESTA DEL SOL OTHER PROF SRV
1-1311-431-00-121-804-0- 312	WEST MER INDIRECT COST
1-1311-431-00-121-804-0- 334	WEST MER ENG & ARCH SRV
1-1311-431-00-121-804-0- 339	WEST MER OTHER PROF SRV
1-1311-431-00-121-865-1- 339	DIMAS NO.1 OTHER PROF SRV
1-1311-431-00-121-865-1- 731	DIMAS NO.1 ROADS

1-1311-431-00-121-865-1- 733	DIMAS NO.1	DRAINAGE DITCHES
1-1311-431-00-121-897-1- 334	MEL GRAY	ENG & ARCH SRV
1-1311-431-00-121-897-1- 731	MEL GRAY	ROADS
1-1311-334-30-121-000-0- 000	PCT.1 BCAP ROUND II	REVENUE
1-1311-334-30-121-019-1- 000	PCT.1 BCAP II-AQUA DULCE	REVENUE
1-1311-334-30-121-071-1- 000	PCT.1 BCAP II-BARBOSA LOPEZ NO.1	REVENUE
1-1311-334-30-121-103-1- 000	PCT.1 BCAP II - BERNAL HEIGHTS NO.1	REVENUE
1-1311-334-30-121-105-1- 000	PCT.1 BCAP II - BERNAL	REVENUE
1-1311-334-30-121-132-0- 000	PCT.1 BCAP II - CANA DE AZUCAR	REVENUE
1-1311-334-30-121-150-1- 000	PCT.1 BCAP II - CHAPA III	REVENUE
1-1311-334-30-121-230-1- 000	PCT.1 BCAP II - DIMAS NO.3	REVENUE
1-1311-334-30-121-244-0- 000	PCT.1 BCAP II - EL MESQUITE	REVENUE
1-1311-334-30-121-245-1- 000	PCT.1 BCAP II - EL MONTE	REVENUE
1-1311-334-30-121-318-1- 000	PCT.1 BCAP II - HIGH LAND	REVENUE
1-1311-334-30-121-391-0- 000	PCT.1 BCAP II - LA PALMA	REVENUE
1-1311-334-30-121-461-0- 000	PCT.1 BCAP II - MID VALLY ESTATES	REVENUE
1-1311-334-30-121-495-0- 000	PCT.1 BCAP II - NORTH CAPISALLO	REVENUE
1-1311-334-30-121-509-1- 000	PCT.1 BCAP II - OLD REBEL HEIGHTS	REVENUE
1-1311-334-30-121-571-0- 000	PCT.1 BCAP II - PUESTA DEL SOL	REVENUE
1-1311-334-30-121-804-0- 000	PCT.1 BCAP II - WEST MER	REVENUE
1-1311-334-30-121-865-1- 000	PCT.1 BCAP II - DIMAS NO.1	REVENUE
1-1311-334-30-121-897-1- 000	PCT.1 BCAP II - MEL GRAY	REVENUE

TOTAL BUDGET INCREASE (DECREASE)

REASON: To de-obligate funds from Pct.1 BCAP - 2nd Call Grant (Round II - Fund 1311) into Pct.1 BCAP - 3rd Call (Round I) amount of \$352,124.75 for Round III Colonia projects.

SIGNATURE

COMMISSIONERS COURT

_____/_____/_____
DATE



AMOUNT
(61,635.96)
(4,710.53)
(0.93)
(15,863.93)
(6.50)
(779.62)
(19,752.99)
(11,561.05)
(100.33)
(2,467.64)
(270.16)
(15.73)
(360.35)
(102.28)
(1,131.70)
(53,732.25)
(6,641.07)
(139.80)
(1,794.82)
(51,163.91)
(31,358.53)
(9.75)
(2,587.00)
(445.39)
(1.29)
(305.13)
(3,120.68)
(170.00)
(92.70)
(1,302.54)
(44,859.48)
(9,847.20)
(2,316.13)
(981.38)
(9,606.65)
(591.16)
(201.26)
(1,670.69)
(110.00)
(10.46)
(1,403.35)

(3,566.84)
(3,847.86)
(1,487.73)
(61,635.96)
(4,711.46)
(15,870.43)
(32,093.66)
(2,567.97)
(270.16)
(376.08)
(61,607.30)
(84,457.06)
(2,596.75)
(445.39)
(1.29)
(3,595.81)
(56,101.92)
(3,297.51)
(10,197.81)
(1,981.95)
(4,980.65)
(5,335.59)
(352,124.75)

II - Fund 1312) in the

ATTEST, COUNTY CLERK

DATE: November 2, 2011

DEPARTMENT HEAD: Agapito Vargas Jr.

2011
Transfer



DEPARTMENT NAME: Border Colonia Access Program

AI-29297 11/08/11

ACCOUNT NUMBER: 1-1311-XXX-X0-122-XXX-X-XXX

CONTACT PERSON: Marcie Jackson

PHONE: (956) 787-1891 Ext. 2010

SUBJECT: Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following amendments (increase/decrease) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT	
1-1311-431-00-122-000-0- 899	PCT.2 BCAP ROUND II	CONTINGENCY	(227,115.19)
1-1311-431-00-122-199-1- 339	COUNTRY LINVING ESTATES	OTHER PROF SRV	(2,054.70)
1-1311-431-00-122-199-1- 841	COUNTRY LINVING ESTATES	AID TO GOVT AGENCY	(21,388.88)
1-1311-431-00-122-240-1- 339	EL CHARRO NO.2	OTHER PROF SRV	(2,690.19)
1-1311-431-00-122-240-1- 731	EL CHARRO NO.2	ROADS	(9,703.70)
1-1311-431-00-122-252-0- 733	ELDORA GARDENS	DRAINAGE DITCHES	(501.25)
1-1311-431-00-122-253-0- 334	SANTANA SUBD/ELDORA	ENG & ARCH SRV	(5,709.92)
1-1311-431-00-122-253-0- 339	SANTANA SUBD/ELDORA	OTHER PROF SRV	(871.38)
1-1311-431-00-122-253-0- 841	SANTANA SUBD/ELDORA	AID TO GOVT AGENCY	(22,113.24)
1-1311-431-00-122-406-1- 312	LAS BRISAS	INDIRECT COST	(23,193.12)
1-1311-431-00-122-406-1- 334	LAS BRISAS	ENG & ARCH SRV	(57,982.80)
1-1311-431-00-122-406-1- 339	LAS BRISAS	OTHER PROF SRV	(11,596.49)
1-1311-431-00-122-406-1- 731	LAS BRISAS	ROADS	(370,162.20)
1-1311-431-00-122-406-1- 733	LAS BRISAS	DRAINAGE DITCHES	(116,893.32)
1-1311-431-00-122-484-1- 733	MORNING SUN	DRAINAGE DITCHES	(129.60)
1-1311-431-00-122-484-1- 841	MORNING SUN	AID TO GOVT AGENCY	(18,440.49)
1-1311-431-00-122-494-1- 339	NORTH ALAMO VILLAGE	OTHER PROF SRV	(225.20)
1-1311-431-00-122-494-1- 733	NORTH ALAMO VILLAGE	DRAINAGE DITCHES	(11,044.00)
1-1311-431-00-122-503-1- 339	NORTHSIDE VILLAGE NO.2	OTHER PROF SRV	(1,054.86)
1-1311-431-00-122-503-1- 731	NORTHSIDE VILLAGE NO.2	ROADS	(4,478.66)
1-1311-431-00-122-503-1- 733	NORTHSIDE VILLAGE NO.2	DRAINAGE DITCHES	(4,294.84)
1-1311-431-00-122-557-1- 334	PENTECOSTAL	ENG & ARCH SRV	(1,881.50)
1-1311-431-00-122-557-1- 339	PENTECOSTAL	OTHER PROF SRV	(2,000.00)
1-1311-431-00-122-557-1- 731	PENTECOSTAL	ROADS	(60,847.71)
1-1311-431-00-122-557-1- 733	PENTECOSTAL	DRAINAGE DITCHES	(18,175.29)
1-1311-431-00-122-580-1- 841	RSW UNIT NO.1	AID TO GOVT AGENCY	(892.74)
1-1311-431-00-122-596-0- 312	RANCHO ESCONDIDO	INDIRECT COST	(1,605.23)
1-1311-431-00-122-596-0- 334	RANCHO ESCONDIDO	ENG & ARCH SRV	(24,038.01)
1-1311-431-00-122-596-0- 339	RANCHO ESCONDIDO	OTHER PROF SRV	(1,128.04)
1-1311-431-00-122-620-0- 339	ROADRUNNER NO.2	OTHER PROF SRV	(60.00)
1-1311-431-00-122-683-0- 339	SOUTH FORK ESTATES	OTHER PROF SRV	(317.37)
1-1311-431-00-122-693-0- 334	SOUTH SIDE VILLAGE	ENG & ARCH SRV	(903.70)
1-1311-431-00-122-693-0- 339	SOUTH SIDE VILLAGE	OTHER PROF SRV	(2,000.30)
1-1311-431-00-122-693-0- 731	SOUTH SIDE VILLAGE	ROADS	(37,955.76)
1-1311-431-00-122-740-0- 334	TINY ACRES	ENG & ARCH SRV	(1,664.10)
1-1311-431-00-122-767-1- 334	VAL BAR ESTATES	ENG & ARCH SRV	(1,475.60)
1-1311-431-00-122-767-1- 339	VAL BAR ESTATES	OTHER PROF SRV	(2,000.00)
1-1311-431-00-122-767-1- 731	VAL BAR ESTATES	ROADS	(40,283.88)
1-1311-431-00-122-767-1- 733	VAL BAR ESTATES	DRAINAGE DITCHES	(20,691.32)

1-1311-334-30-122-000-0- 000	PCT.2 BCAP ROUND II	REVENUE	(227,115.19)
1-1311-334-30-122-199-1- 000	PCT.2 BCAP II-COUNTRY LIVING ESTATES	REVENUE	(23,443.58)
1-1311-334-30-122-240-1- 000	PCT.2 BCAP II - EL CHARRO NO.2	REVENUE	(12,393.89)
1-1311-334-30-122-252-0- 000	PCT.2 BCAP II - ELDORA GARDENS	REVENUE	(501.25)
1-1311-334-30-122-253-0- 000	PCT.2 BCAP II - SANTANA SUBD/ELDORA	REVENUE	(28,694.54)
1-1311-334-30-122-406-1- 000	PCT.2 BCAP II - LAS BRISAS	REVENUE	(579,827.93)
1-1311-334-30-122-484-1- 000	PCT.2 BCAP II - MORNING SUN	REVENUE	(18,570.09)
1-1311-334-30-122-494-1- 000	PCT.2 BCAP II - NORTH ALAMO VILLAGE	REVENUE	(11,269.20)
1-1311-334-30-122-503-1- 000	PCT.2 BCAP II - NORTHSIDE VILLAGE NO.2	REVENUE	(9,828.36)
1-1311-334-30-122-557-1- 000	PCT.2 BCAP II - PENTECOSTAL	REVENUE	(82,904.50)
1-1311-334-30-122-580-1- 000	PCT.2 BCAP II - RSW UNIT NO.1	REVENUE	(892.74)
1-1311-334-30-122-596-0- 000	PCT.2 BCAP II - RANCHO ESCONDIDO	REVENUE	(26,771.28)
1-1311-334-30-122-620-0- 000	PCT.2 BCAP II - ROADRUNNER NO.2	REVENUE	(60.00)
1-1311-334-30-122-683-0- 000	PCT.2 BCAP II - SOUTH FORK ESTATES	REVENUE	(317.37)
1-1311-334-30-122-693-0- 000	PCT.2 BCAP II - SOUTH SIDE VILLAGE	REVENUE	(40,859.76)
1-1311-334-30-122-740-0- 000	PCT.2 BCAP II - TINY ACRES	REVENUE	(1,664.10)
1-1311-334-30-122-767-1- 000	PCT.2 BCAP II - VAL BAR ESTATES	REVENUE	(64,450.80)
TOTAL BUDGET INCREASE (DECREASE)			(1,129,564.58)

REASON: To de-obligate funds from Pct.1 BCAP - 2nd Call Grant (Round II - Fund 1311) into Pct.1 BCAP - 3rd Call (Round III - Fund 1312) in the amount of \$1,129,564.58 for Round III Colonia projects.

SIGNATURE

COMMISSIONERS COURT

_____/_____/_____
DATE

ATTEST, COUNTY CLERK

DATE: November 2, 2011

DEPARTMENT HEAD: Agapito Vargas Jr.

2011
Transfer



DEPARTMENT NAME: Border Colonia Access Program

AI-29297 11/08/11

ACCOUNT NUMBER: 1-1311-XXX-X0-123-XXX-X-XXX

CONTACT PERSON: Marcie Jackson

PHONE: (956) 787-1891 Ext. 2010

SUBJECT: Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following amendments (increase/decrease) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
1-1311-431-00-123-000-0- 899	PCT.3 BCAP ROUND II CONTINGENCY	(117,626.15)
1-1311-431-00-123-014-1- 312	ACEVEDO S/D NO.4 INDIRECT COST	(1,427.24)
1-1311-431-00-123-014-1- 334	ACEVEDO S/D NO.4 ENG & ARCH SRV	(9,833.00)
1-1311-431-00-123-014-1- 339	ACEVEDO S/D NO.4 OTHER PROF SRV	(4,683.16)
1-1311-431-00-123-014-1- 731	ACEVEDO S/D NO.4 ROADS	(149,327.72)
1-1311-431-00-123-014-1- 733	ACEVEDO S/D NO.4 DRAINAGE DITCHES	(80,407.24)
1-1311-431-00-123-015-0- 334	ACOSTA ENG & ARCH SRV	(2,294.04)
1-1311-431-00-123-015-0- 339	ACOSTA OTHER PROF SRV	(2,300.76)
1-1311-431-00-123-015-0- 731	ACOSTA ROADS	(72,473.94)
1-1311-431-00-123-015-0- 733	ACOSTA DRAINAGE DITCHES	(24,157.98)
1-1311-431-00-123-141-0- 334	CASA DE LOS VECINOS ENG & ARCH SRV	(8,141.60)
1-1311-431-00-123-141-0- 339	CASA DE LOS VECINOS OTHER PROF SRV	(9,510.92)
1-1311-431-00-123-141-0- 733	CASA DE LOS VECINOS DRAINAGE DITCHES	(77,544.34)
1-1311-431-00-123-152-1- 312	CHULA VISTA ACRES INDIRECT COST	(869.41)
1-1311-431-00-123-152-1- 334	CHULA VISTA ACRES ENG & ARCH SRV	(1,457.23)
1-1311-431-00-123-152-1- 339	CHULA VISTA ACRES OTHER PROF SRV	(845.96)
1-1311-431-00-123-152-1- 733	CHULA VISTA ACRES DRAINAGE DITCHES	(11,462.40)
1-1311-431-00-123-247-0- 334	EL PARAISO ENG & ARCH SRV	(4,674.00)
1-1311-431-00-123-247-0- 339	EL PARAISO OTHER PROF SRV	(6,009.10)
1-1311-431-00-123-247-0- 733	EL PARAISO DRAINAGE DITCHES	(26,494.79)
1-1311-431-00-123-250-0- 334	EL SOL S/D NO.1 ENG & ARCH SRV	(2,957.53)
1-1311-431-00-123-250-0- 339	EL SOL S/D NO.1 OTHER PROF SRV	(558.07)
1-1311-431-00-123-250-0- 731	EL SOL S/D NO.1 ROADS	(1,940.00)
1-1311-431-00-123-251-0- 334	EL SOL S/D NO.2 ENG & ARCH SRV	(385.34)
1-1311-431-00-123-251-0- 339	EL SOL S/D NO.2 OTHER PROF SRV	(4,201.80)
1-1311-431-00-123-251-0- 731	EL SOL S/D NO.2 ROADS	(3,300.00)
1-1311-431-00-123-267-1- 339	EZEQUIEL ACEVEDO JR S/D NO.2 OTHER PROF SRV	(1,690.02)
1-1311-431-00-123-312-0- 334	HAVANA ENG & ARCH SRV	(2,347.44)
1-1311-431-00-123-312-0- 339	HAVANA OTHER PROF SRV	(2,354.34)
1-1311-431-00-123-312-0- 731	HAVANA ROADS	(59,329.37)
1-1311-431-00-123-312-0- 733	HAVANA DRAINAGE DITCHES	(39,552.91)
1-1311-431-00-123-322-1- 312	HILDA INDIRECT COST	(5,523.53)
1-1311-431-00-123-322-1- 339	HILDA OTHER PROF SRV	(1,600.89)
1-1311-431-00-123-325-1- 312	HILDA S/D NO.3 INDIRECT COST	(326.02)
1-1311-431-00-123-325-1- 334	HILDA S/D NO.3 ENG & ARCH SRV	(751.44)
1-1311-431-00-123-325-1- 339	HILDA S/D NO.3 OTHER PROF SRV	(1,127.82)
1-1311-431-00-123-325-1- 731	HILDA S/D NO.3 ROADS	(32,565.88)
1-1311-431-00-123-325-1- 733	HILDA S/D NO.3 DRAINAGE DITCHES	(22,630.52)
1-1311-431-00-123-350-0- 339	JESSAN OTHER PROF SRV	(1,181.89)
1-1311-431-00-123-350-0- 731	JESSAN ROADS	(3,537.81)
1-1311-431-00-123-384-1- 334	LA HOMA RD N. ENG & ARCH SRV	(7,536.24)

1-1311-431-00-123-384-1- 339	LA HOMA RD N.	OTHER PROF SRV	(6,057.58)
1-1311-431-00-123-384-1- 731	LA HOMA RD N.	ROADS	(7,373.00)
1-1311-431-00-123-384-1- 733	LA HOMA RD N.	DRAINAGE DITCHES	(10,488.50)
1-1311-431-00-123-385-1- 334	LA HOMA RD S.	ENG & ARCH SRV	(24,657.76)
1-1311-431-00-123-385-1- 339	LA HOMA RD S.	OTHER PROF SRV	(1,672.18)
1-1311-431-00-123-385-1- 731	LA HOMA RD S.	ROADS	(46,181.16)
1-1311-431-00-123-385-1- 733	LA HOMA RD S.	DRAINAGE DITCHES	(47,596.08)
1-1311-431-00-123-427-1- 312	LOS EBANOS	INDIRECT COST	(3,328.00)
1-1311-431-00-123-427-1- 334	LOS EBANOS	ENG & ARCH SRV	(5,628.74)
1-1311-431-00-123-427-1- 339	LOS EBANOS	OTHER PROF SRV	(1,121.89)
1-1311-431-00-123-427-1- 731	LOS EBANOS	ROADS	(41,233.92)
1-1311-431-00-123-427-1- 733	LOS EBANOS	DRAINAGE DITCHES	(28,654.08)
1-1311-431-00-123-488-1- 334	MUNOZ ESTATES	ENG & ARCH SRV	(3,673.33)
1-1311-431-00-123-488-1- 339	MUNOZ ESTATES	OTHER PROF SRV	(3,684.04)
1-1311-431-00-123-488-1- 731	MUNOZ ESTATES	ROADS	(102,121.59)
1-1311-431-00-123-488-1- 733	MUNOZ ESTATES	DRAINAGE DITCHES	(52,608.09)
1-1311-431-00-123-498-1- 339	NORTH CROSS ESTATES	OTHER PROF SRV	(986.07)
1-1311-431-00-123-784-1- 312	VILLA CAPRI	INDIRECT COST	(478.82)
1-1311-431-00-123-784-1- 731	VILLA CAPRI	ROADS	(4,371.25)
1-1311-431-00-123-837-0- 733	WALTON	DRAINAGE DITCHES	(3,756.43)
1-1311-334-30-123-000-0- 000	PCT.3 BCAP ROUND II	REVENUE	(117,626.15)
1-1311-334-30-123-014-1- 000	PCT.3 BCAP II - ACEVEDO S/D NO.4	REVENUE	(245,678.36)
1-1311-334-30-123-015-0- 000	PCT.3 BCAP II - ACOSTA	REVENUE	(101,226.72)
1-1311-334-30-123-141-0- 000	PCT.3 BCAP II - CASA DE LOS VECINOS	REVENUE	(95,196.86)
1-1311-334-30-123-152-1- 000	PCT.3 BCAP II - CHULA VISTA ACRES	REVENUE	(14,635.00)
1-1311-334-30-123-247-0- 000	PCT.3 BCAP II - EL PARAISO	REVENUE	(37,177.89)
1-1311-334-30-123-250-0- 000	PCT.3 BCAP II - EL SOL S/D NO.1	REVENUE	(5,455.60)
1-1311-334-30-123-251-0- 000	PCT.3 BCAP II - EL SOL S/D NO.2	REVENUE	(7,887.14)
1-1311-334-30-123-267-1- 000	PCT.3 BCAP II - EZEQUIEL ACEVEDO, JR S/D NO.2	REVENUE	(1,690.02)
1-1311-334-30-123-312-0- 000	PCT.3 BCAP II - HAVANA	REVENUE	(103,584.06)
1-1311-334-30-123-322-1- 000	PCT.3 BCAP II - HILDA	REVENUE	(7,124.42)
1-1311-334-30-123-325-1- 000	PCT.3 BCAP II - HILDA S/D NO.3	REVENUE	(57,401.68)
1-1311-334-30-123-350-0- 000	PCT.3 BCAP II - JESSAN	REVENUE	(4,719.70)
1-1311-334-30-123-384-1- 000	PCT.3 BCAP II - LA HOMA RD N	REVENUE	(31,455.32)
1-1311-334-30-123-385-1- 000	PCT.3 BCAP II - LA HOMA RD S	REVENUE	(120,107.18)
1-1311-334-30-123-427-1- 000	PCT.3 BCAP II - LOS EBANOS	REVENUE	(79,966.63)
1-1311-334-30-123-488-1- 000	PCT.3 BCAP II - MUNOZ ESTATES	REVENUE	(162,087.05)
1-1311-334-30-123-498-1- 000	PCT.3 BCAP II - NORTH CROSS ESTATES	REVENUE	(986.07)
1-1311-334-30-123-784-1- 000	PCT.3 BCAP II - VILLA CAPRI	REVENUE	(4,850.07)
1-1311-334-30-123-837-0- 000	PCT.3 BCAP II - WALTON	REVENUE	(3,756.43)
TOTAL BUDGET INCREASE (DECREASE)			(1,202,612.35)

REASON: To de-obligate funds from Pct.1 BCAP - 2nd Call Grant (Round II - Fund 1311) into Pct.1 BCAP - 3rd Call (Round III - Fund 1312) in the amount of \$1,202,612.35 for Round III Colonia projects.

SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

DATE: November 2, 2011

DEPARTMENT HEAD: Agapito Vargas Jr.

2011
Transfer



DEPARTMENT NAME: Border Colonia Access Program

AI-29297 11/08/11

ACCOUNT NUMBER: 1-1311-XXX-X0-124-XXX-X-XXX

CONTACT PERSON: Marcie Jackson

PHONE: (956) 787-1891 Ext. 2010

SUBJECT: Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following amendments (increase/decrease) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
1-1311-431-00-124-000-0- 899	PCT.4 BCAP ROUND II CONTINGENCY	(56,244.60)
1-1311-431-00-124-070-0- 312	BAR VI INDIRECT COST	(4,244.69)
1-1311-431-00-124-070-0- 334	BAR VI ENG & ARCH SRV	(2,894.20)
1-1311-431-00-124-128-0- 312	CALMA ESTATES INDIRECT COST	(515.42)
1-1311-431-00-124-128-0- 334	CALMA ESTATES ENG & ARCH SRV	(335.00)
1-1311-431-00-124-128-0- 339	CALMA ESTATES OTHER PROF SRV	(438.64)
1-1311-431-00-124-129-0- 312	CALMA ESTATES NO.2 INDIRECT COST	(733.43)
1-1311-431-00-124-129-0- 334	CALMA ESTATES NO.2 ENG & ARCH SRV	(477.50)
1-1311-431-00-124-129-0- 339	CALMA ESTATES NO.2 OTHER PROF SRV	(748.85)
1-1311-431-00-124-129-0- 731	CALMA ESTATES NO.2 ROADS	(12,484.27)
1-1311-431-00-124-130-0- 312	CALMA ESTATES NO.3 INDIRECT COST	(3,382.70)
1-1311-431-00-124-130-0- 334	CALMA ESTATES NO.3 ENG & ARCH SRV	(1,252.90)
1-1311-431-00-124-130-0- 339	CALMA ESTATES NO.3 OTHER PROF SRV	(744.68)
1-1311-431-00-124-130-0- 731	CALMA ESTATES NO.3 ROADS	(27,210.61)
1-1311-431-00-124-130-0- 733	CALMA ESTATES NO.3 DRAINAGE DITCHES	(4,065.95)
1-1311-431-00-124-155-0- 312	CITRUS CITY LAKE INDIRECT COST	(378.91)
1-1311-431-00-124-155-0- 334	CITRUS CITY LAKE ENG & ARCH SRV	(6,694.57)
1-1311-431-00-124-155-0- 339	CITRUS CITY LAKE OTHER PROF SRV	(138.90)
1-1311-431-00-124-167-0- 334	COLONIA BIG 5 ENG & ARCH SRV	(3,545.29)
1-1311-431-00-124-167-0- 339	COLONIA BIG 5 OTHER PROF SRV	(5,984.12)
1-1311-431-00-124-363-1- 312	L & R GARZA INDIRECT COST	(264.83)
1-1311-431-00-124-363-1- 334	L & R GARZA ENG & ARCH SRV	(1,805.25)
1-1311-431-00-124-363-1- 339	L & R GARZA OTHER PROF SRV	(622.29)
1-1311-431-00-124-363-1- 731	L & R GARZA ROADS	(34,148.02)
1-1311-431-00-124-363-1- 733	L & R GARZA DRAINAGE DITCHES	(10,763.58)
1-1311-431-00-124-541-0- 312	PALMA S/D NO.1 INDIRECT COST	(10.27)
1-1311-431-00-124-541-0- 334	PALMA S/D NO.1 ENG & ARCH SRV	(4,011.25)
1-1311-431-00-124-541-0- 339	PALMA S/D NO.1 OTHER PROF SRV	(1,516.73)
1-1311-431-00-124-541-0- 731	PALMA S/D NO.1 ROADS	(73,148.63)
1-1311-431-00-124-541-0- 733	PALMA S/D NO.1 DRAINAGE DITCHES	(27,054.97)
1-1311-431-00-124-543-0- 312	PALMA S/D NO.2 INDIRECT COST	(337.41)
1-1311-431-00-124-543-0- 334	PALMA S/D NO.2 ENG & ARCH SRV	(3,839.15)
1-1311-431-00-124-543-0- 339	PALMA S/D NO.2 OTHER PROF SRV	(1,413.21)
1-1311-431-00-124-543-0- 731	PALMA S/D NO.2 ROADS	(71,772.12)
1-1311-431-00-124-543-0- 733	PALMA S/D NO.2 DRAINAGE DITCHES	(13,442.40)
1-1311-431-00-124-585-1- 312	RAMBO ESTATES INDIRECT COST	(287.77)
1-1311-431-00-124-585-1- 334	RAMBO ESTATES ENG & ARCH SRV	(1,937.10)
1-1311-431-00-124-585-1- 339	RAMBO ESTATES OTHER PROF SRV	(606.02)
1-1311-431-00-124-585-1- 731	RAMBO ESTATES ROADS	(39,565.36)
1-1311-431-00-124-585-1- 733	RAMBO ESTATES DRAINAGE DITCHES	(8,285.08)
1-1311-431-00-124-612-0- 312	RENA RAE INDIRECT COST	(5.13)

1-1311-431-00-124-612-0- 334	RENA RAE	ENG & ARCH SRV	(3,696.60)
1-1311-431-00-124-612-0- 339	RENA RAE	OTHER PROF SRV	(6.10)
1-1311-431-00-124-785-0- 334	VILLA DEL MUNDO	ENG & ARCH SRV	(23.08)
1-1311-431-00-124-785-0- 339	VILLA DEL MUNDO	OTHER PROF SRV	(3,646.44)
1-1311-431-00-124-793-0- 312	WARE COUNTY	INDIRECT COST	(246.61)
1-1311-431-00-124-793-0- 334	WARE COUNTY	ENG & ARCH SRV	(4,487.73)
1-1311-431-00-124-793-0- 339	WARE COUNTY	OTHER PROF SRV	(397.60)
1-1311-334-30-124-000-0- 000	PCT.4 BCAP ROUND II	REVENUE	(56,244.60)
1-1311-334-30-124-070-0- 000	PCT.4 BCAP II - BAR VI	REVENUE	(7,138.89)
1-1311-334-30-124-128-0- 000	PCT.4 BCAP II - CALMA ESTATES	REVENUE	(1,289.06)
1-1311-334-30-124-129-0- 000	PCT.4 BCAP II - CALMA ESTATES NO.2	REVENUE	(14,444.05)
1-1311-334-30-124-130-0- 000	PCT.4 BCAP II - CALMA ESTATES NO.3	REVENUE	(36,656.84)
1-1311-334-30-124-155-0- 000	PCT.4 BCAP II - CITRUS CITY LAKE	REVENUE	(7,212.38)
1-1311-334-30-124-167-0- 000	PCT.4 BCAP II - COLONIA BIG 5	REVENUE	(9,529.41)
1-1311-334-30-124-363-1- 000	PCT.4 BCAP II - L & R GARZA	REVENUE	(47,603.97)
1-1311-334-30-124-541-0- 000	PCT.4 BCAP II - PALMA S/D NO.1	REVENUE	(105,741.85)
1-1311-334-30-124-543-0- 000	PCT.4 BCAP II - PALMA S/D NO.2	REVENUE	(90,804.29)
1-1311-334-30-124-585-1- 000	PCT.4 BCAP II - RAMBO ESTATES	REVENUE	(50,681.33)
1-1311-334-30-124-612-0- 000	PCT.4 BCAP II - RENA RAE	REVENUE	(3,707.83)
1-1311-334-30-124-785-0- 000	PCT.4 BCAP II - VILLA DEL MUNDO	REVENUE	(3,669.52)
1-1311-334-30-124-793-0- 000	PCT.4 BCAP II - WARE COUNTY	REVENUE	(5,131.94)
TOTAL BUDGET INCREASE (DECREASE)			(439,855.96)

REASON: To de-obligate funds from Pct.1 BCAP - 2nd Call Grant (Round II - Fund 1311) into Pct.1 BCAP - 3rd Call (Round III - Fund 1312) in the amount of \$439,855.96 for Round III Colonia projects.

SIGNATURE

COMMISSIONERS COURT

_____/_____/_____
DATE

ATTEST, COUNTY CLERK

DATE: November 2, 2011

DEPARTMENT HEAD: Agapito Vargas Jr.

2011
Transfer



DEPARTMENT NAME: Border Colonia Access Program

AI-29297 11/15/11

ACCOUNT NUMBER: 1-1312-XXX-X0-121-XXX-X-XXX

CONTACT PERSON: Marcie Jackson

PHONE: (956) 787-1891 Ext. 2010

SUBJECT: Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Government Code Chapter 111, Subchapter C.

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following amendments (increase) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
1-1312-431-00-121-103-1- 312	BERNAL HEIGHTS NO.1 ADMINISTRATION	2,569.97
1-1312-431-00-121-103-1- 334	BERNAL HEIGHTS NO.1 ENG & ARCH SRV	1,564.74
1-1312-431-00-121-103-1- 339	BERNAL HEIGHTS NO.1 OTHER PROF SRV	2,489.36
1-1312-431-00-121-103-1- 731	BERNAL HEIGHTS NO.1 ROADS	48,380.50
1-1312-431-00-121-103-1- 733	BERNAL HEIGHTS NO.1 DRAINAGE DITCHES	22,744.00
1-1312-431-00-121-103-1- 899	BERNAL HEIGHTS NO.1 CONTINGENCY	7,916.95
1-1312-431-00-121-230-1- 312	DIMAS NO.3 ADMINISTRATION	8,866.48
1-1312-431-00-121-230-1- 334	DIMAS NO.3 ENG & ARCH SRV	5,458.98
1-1312-431-00-121-230-1- 339	DIMAS NO.3 OTHER PROF SRV	8,684.73
1-1312-431-00-121-230-1- 731	DIMAS NO.3 ROADS	130,371.25
1-1312-431-00-121-230-1- 733	DIMAS NO.3 DRAINAGE DITCHES	117,764.00
1-1312-431-00-121-230-1- 899	DIMAS NO.3 CONTINGENCY	24,403.69
1-1312-431-00-121-244-1- 312	EL MESQUITE ADMINISTRATION	7,273.54
1-1312-431-00-121-244-1- 334	EL MESQUITE ENG & ARCH SRV	4,366.23
1-1312-431-00-121-244-1- 339	EL MESQUITE OTHER PROF SRV	6,946.28
1-1312-431-00-121-244-1- 731	EL MESQUITE ROADS	134,590.10
1-1312-431-00-121-244-1- 733	EL MESQUITE DRAINAGE DITCHES	63,875.00
1-1312-431-00-121-244-1- 899	EL MESQUITE CONTINGENCY	25,399.97
1-1312-431-00-121-495-1- 312	NORTH CAPISALLO ADMINISTRATION	3,270.04
1-1312-431-00-121-495-1- 334	NORTH CAPISALLO ENG & ARCH SRV	1,945.63
1-1312-431-00-121-495-1- 339	NORTH CAPISALLO OTHER PROF SRV	3,095.32
1-1312-431-00-121-495-1- 731	NORTH CAPISALLO ROADS	64,787.75
1-1312-431-00-121-495-1- 733	NORTH CAPISALLO DRAINAGE DITCHES	23,650.00
1-1312-431-00-121-495-1- 899	NORTH CAPISALLO CONTINGENCY	12,252.21
1-1312-431-00-121-727-1- 312	TIJERINA ESTATES ADMINISTRATION	8,252.75
1-1312-431-00-121-727-1- 334	TIJERINA ESTATES ENG & ARCH SRV	23,810.90
1-1312-431-00-121-727-1- 339	TIJERINA ESTATES OTHER PROF SRV	7,578.20
1-1312-431-00-121-727-1- 731	TIJERINA ESTATES ROADS	91,121.05
1-1312-431-00-121-727-1- 733	TIJERINA ESTATES DRAINAGE DITCHES	111,307.45
1-1312-431-00-121-727-1- 899	TIJERINA ESTATES CONTINGENCY	19,053.73
1-1312-431-00-121-727-0- 312	TIJERINA ESTATES ADMINISTRATION	0.00
1-1312-431-00-121-727-0- 334	TIJERINA ESTATES ENG & ARCH SRV	0.00
1-1312-431-00-121-727-0- 339	TIJERINA ESTATES OTHER PROF SRV	0.00
1-1312-431-00-121-727-0- 731	TIJERINA ESTATES ROADS	14,034.25
1-1312-431-00-121-727-0- 733	TIJERINA ESTATES DRAINAGE DITCHES	0.00
1-1312-431-00-121-727-0- 899	TIJERINA ESTATES CONTINGENCY	0.00

1-1312-334-30-121-103-1- 000	PCT.1 BCAP III - BERNAL HEIGHTS	REVENUE	85,665.52
1-1312-334-30-121-230-1- 000	PCT.1 BCAP III - DIMAS NO.3	REVENUE	295,549.13
1-1312-334-30-121-244-1- 000	PCT.1 BCAP III - EL MESQUITE	REVENUE	242,451.12
1-1312-334-30-121-495-1- 000	PCT.1 BCAP III - NORTH CAPISALLO	REVENUE	109,000.95
1-1312-334-30-121-727-1- 000	PCT.1 BCAP III - TIJERINA ESTATES	REVENUE	261,124.08
1-1312-334-30-121-727-0- 000	PCT.1 BCAP III - TIJERINA ESTATES	REVENUE	14,034.25
TOTAL BUDGET INCREASE (DECREASE)			1,007,825.05

REASON: Appropriate funds from Pct.1 BCAP - 2nd Call (Round II Fund 1311) to Pct.1 BCAP - 3rd Call (Round III - Fund 1312) for Round III Colonia projects.

SIGNATURE

COMMISSIONERS COURT

____ / ____ / ____
DATE

ATTEST, COUNTY CLERK

DATE: November 3, 2011

DEPARTMENT HEAD: Agapito Vargas Jr.

2011
Transfer



DEPARTMENT NAME: Border Colonia Access Program

AI-29297 11/15/11

ACCOUNT NUMBER: 1-1312-XXX-X0-122-XXX-X-XXX

CONTACT PERSON: Marcie Jackson

PHONE: (956) 787-1891 Ext. 2010

SUBJECT: Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Government Code Chapter 111, Subchapter C.

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following amendments (increase) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
1-1312-431-00-122-557-1- 312	PENTECOSTAL ADMINISTRATION	6,336.22
1-1312-431-00-122-557-1- 334	PENTECOSTAL ENG & ARCH SRV	4,045.05
1-1312-431-00-122-557-1- 339	PENTECOSTAL OTHER PROF SRV	6,435.30
1-1312-431-00-122-557-1- 731	PENTECOSTAL ROADS	73,825.80
1-1312-431-00-122-557-1- 733	PENTECOSTAL DRAINAGE DITCHES	110,040.00
1-1312-431-00-122-557-1- 899	PENTECOSTAL CONTINGENCY	10,525.01
1-1312-431-00-122-693-1- 312	SOUTHSIDE VILLAGE ADMINISTRATION	2,861.07
1-1312-431-00-122-693-1- 334	SOUTHSIDE VILLAGE ENG & ARCH SRV	1,727.09
1-1312-431-00-122-693-1- 339	SOUTHSIDE VILLAGE OTHER PROF SRV	2,747.64
1-1312-431-00-122-693-1- 731	SOUTHSIDE VILLAGE ROADS	60,224.10
1-1312-431-00-122-693-1- 733	SOUTHSIDE VILLAGE DRAINAGE DITCHES	18,280.00
1-1312-431-00-122-693-1- 899	SOUTHSIDE VILLAGE CONTINGENCY	9,529.17
1-1312-431-00-122-767-1- 312	VAL BAR ESTATES ADMINISTRATION	3,172.50
1-1312-431-00-122-767-1- 334	VAL BAR ESTATES ENG & ARCH SRV	1,944.93
1-1312-431-00-122-767-1- 339	VAL BAR ESTATES OTHER PROF SRV	3,094.21
1-1312-431-00-122-767-1- 731	VAL BAR ESTATES ROADS	61,156.10
1-1312-431-00-122-767-1- 733	VAL BAR ESTATES DRAINAGE DITCHES	27,250.00
1-1312-431-00-122-767-1- 899	VAL BAR ESTATES CONTINGENCY	9,132.26

1-1312-334-30-122-557-1- 000	PCT.2 BCAP III - PENTECOSTAL	REVENUE	211,207.38
1-1312-334-30-122-693-1- 000	PCT.2 BCAP III - SOUTHSIDE VILLAGE	REVENUE	95,369.07
1-1312-334-30-122-767-1- 000	PCT.2 BCAP III - VAL BAR ESTATES	REVENUE	105,750.00
TOTAL BUDGET INCREASE (DECREASE)			412,326.45

REASON: Appropriate funds from Pct.1 BCAP - 2nd Call (Round II Fund 1311) to Pct.1 BCAP - 3rd Call (Round III - Fund 1312) for Round III Colonia projects.

SIGNATURE

COMMISSIONERS COURT

____ / ____ / ____
DATE

ATTEST, COUNTY CLERK

DATE: November 3, 2011

DEPARTMENT HEAD: Agapito Vargas Jr.

2011
Transfer



DEPARTMENT NAME: Border Colonia Access Program

AI-29297 11/15/11

ACCOUNT NUMBER: 1-1312-XXX-X0-123-XXX-X-XXX

CONTACT PERSON: Marcie Jackson

PHONE: (956) 787-1891 Ext. 2010

SUBJECT: Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Government Code Chapter 111, Subchapter C.

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following amendments (increase) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
1-1312-431-00-123-014-1- 312	ACEVEDO SUBDIVISION NO.4 ADMINISTRATION	12,829.76
1-1312-431-00-123-014-1- 334	ACEVEDO SUBDIVISION NO.4 ENG & ARCH SRV	7,813.77
1-1312-431-00-123-014-1- 339	ACEVEDO SUBDIVISION NO.4 OTHER PROF SRV	12,431.00
1-1312-431-00-123-014-1- 731	ACEVEDO SUBDIVISION NO.4 ROADS	209,711.50
1-1312-431-00-123-014-1- 733	ACEVEDO SUBDIVISION NO.4 DRAINAGE DITCHES	145,460.00
1-1312-431-00-123-014-1- 899	ACEVEDO SUBDIVISION NO.4 CONTINGENCY	39,412.51
1-1312-431-00-123-312-1- 312	HAVANA ADMINISTRATION	0.00
1-1312-431-00-123-312-1- 334	HAVANA ENG & ARCH SRV	4,115.43
1-1312-431-00-123-312-1- 339	HAVANA OTHER PROF SRV	6,547.27
1-1312-431-00-123-312-1- 731	HAVANA ROADS	95,837.30
1-1312-431-00-123-312-1- 733	HAVANA DRAINAGE DITCHES	71,717.00
1-1312-431-00-123-312-1- 899	HAVANA CONTINGENCY	0.00
1-1312-431-00-123-385-1- 312	LA HOMA ROAD ADMINISTRATION	6,573.17
1-1312-431-00-123-385-1- 334	LA HOMA ROAD ENG & ARCH SRV	4,193.22
1-1312-431-00-123-385-1- 339	LA HOMA ROAD OTHER PROF SRV	6,671.04
1-1312-431-00-123-385-1- 731	LA HOMA ROAD ROADS	89,966.00
1-1312-431-00-123-385-1- 733	LA HOMA ROAD DRAINAGE DITCHES	100,635.00
1-1312-431-00-123-385-1- 899	LA HOMA ROAD CONTINGENCY	11,067.30
1-1312-431-00-123-488-0- 312	MUNOZ ESTATES ADMINISTRATION	171.17
1-1312-431-00-123-488-0- 334	MUNOZ ESTATES ENG & ARCH SRV	8,300.04
1-1312-431-00-123-488-0- 339	MUNOZ ESTATES OTHER PROF SRV	13,204.60
1-1312-431-00-123-488-0- 731	MUNOZ ESTATES ROADS	184,195.40
1-1312-431-00-123-488-0- 733	MUNOZ ESTATES DRAINAGE DITCHES	193,079.00
1-1312-431-00-123-488-0- 899	MUNOZ ESTATES CONTINGENCY	0.00

1-1312-334-30-123-014-1- 000	PCT.3 BCAP III - AVEVED SUBDIVISION NO.4	REVENUE	427,658.54
1-1312-334-30-123-312-1- 000	PCT.32 BCAP III - HAVANA	REVENUE	178,217.00
1-1312-334-30-123-385-1- 000	PCT.3 BCAP III - LA HOMA ROAD SOUTH	REVENUE	219,105.73
1-1312-334-30-123-488-0- 000	PCT.3 BCAP III - MUNOZ ESTATES	REVENUE	398,950.21
TOTAL BUDGET INCREASE (DECREASE)			1,223,931.48

REASON: Appropriate funds from Pct.1 BCAP - 2nd Call (Round II Fund 1311) to Pct.1 BCAP - 3rd Call (Round III - Fund 1312) for Round III Colonia projects.

SIGNATURE

COMMISSIONERS COURT

____/____/____
DATE

ATTEST, COUNTY CLERK

DATE: November 4, 2011

DEPARTMENT HEAD: Agapito Vargas Jr.

2011
Transfer



DEPARTMENT NAME: Border Colonia Access Program

AI-29297 11/15/11

ACCOUNT NUMBER: 1-1312-XXX-X0-124-XXX-X-XXX

CONTACT PERSON: Marcie Jackson

PHONE: (956) 787-1891 Ext. 2010

SUBJECT: Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following amendments (increase/decrease) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
1-1312-431-00-124-882-0- 312	LA FLOR ESTATES INDIRECT COST	(1,853.01)
1-1312-431-00-124-882-0- 334	LA FLOR ESTATES ENG & ARCH SRV	(1,966.31)
1-1312-431-00-124-882-0- 339	LA FLOR ESTATES OTHER PROF SRV	(2,606.84)
1-1312-431-00-124-882-0- 540	LA FLOR ESTATES ADVERTISING	(600.00)
1-1312-431-00-124-882-0- 731	LA FLOR ESTATES ROADS	(66,845.00)
1-1312-431-00-124-882-0- 733	LA FLOR ESTATES DRAINAGE DITCHES	(7,638.00)
1-1312-431-00-124-882-0- 899	LA FLOR ESTATES CONTINGENCY	(2,711.33)
1-1312-431-00-124-883-0- 312	LA FLOR GARDENS INDIRECT COST	(1,853.00)
1-1312-431-00-124-883-0- 334	LA FLOR GARDENS ENG & ARCH SRV	(1,966.31)
1-1312-431-00-124-883-0- 339	LA FLOR GARDENS OTHER PROF SRV	(2,606.84)
1-1312-431-00-124-883-0- 540	LA FLOR GARDENS ADVERTISING	(600.00)
1-1312-431-00-124-883-0- 731	LA FLOR GARDENS ROADS	(66,845.00)
1-1312-431-00-124-883-0- 733	LA FLOR GARDENS DRAINAGE DITCHES	(7,636.00)
1-1312-431-00-124-883-0- 899	LA FLOR GARDENS CONTINGENCY	(2,711.33)
1-1312-334-30-124-882-0- 000	PCT.4 BCAP III LA FLOR ESTATES REVENUE	(84,220.49)
1-1312-334-30-124-883-0- 000	PCT.4 BCAP III LA FLOR GARDENS REVENUE	(84,218.48)
TOTAL BUDGET INCREASE (DECREASE)		(168,438.97)

REASON: To de-obligate funds from Pct.4 BCAP - 3rd Call Grant (Round III - Fund 1312) due to projects have been deleted.

SIGNATURE

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

November 1, 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:

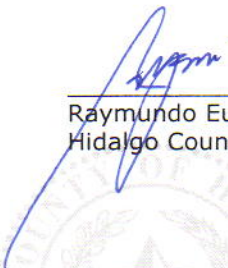
The county auditor shall certify to the commissioners court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose 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 an award from the Texas Department of Transportation . These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT
\$3,845,166.52

PURPOSE
Amendment No.5 Border Colonia RIII Grant

CERTIFIED BY:



Raymundo Eufrazio, CPA
Hidalgo County Auditor

11/2/11

Date

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR.
JUDGE, 52ND D.C.

RODOLFO DELGADO
JUDGE, 53RD D.C.

J. R. "BOBBY" FLORES
JUDGE, 139TH D.C.

ROSE GUERRA REYNA
JUDGE, 206TH D.C.

JUAN R. PARTIDA
JUDGE, 275TH D.C.

MARIO E. RAMIREZ, JR.
JUDGE, 332ND D.C.

NOE GONZALEZ
JUDGE, 370TH D.C.
OVERSEER

LETICIA LOPEZ
JUDGE, 389TH D.C.

AIDA SALINAS FLORES
JUDGE, 398TH D.C.

ISRAEL RAMON, JR.
JUDGE, 430TH D.C.

JESSE CONTRERAS
JUDGE, 449TH D.C.

STATE OF TEXAS §

COUNTY OF TRAVIS §

**FUNDING AGREEMENT
FOR BORDER COLONIA ACCESS PROGRAM
AMENDMENT #5**

THIS AMENDMENT IS MADE BY AND BETWEEN the State of Texas, acting through the Texas Department of Transportation, hereinafter called the "State", and Hidalgo County, acting by and through its duly authorized officials, hereinafter called the "County".

WITNESSETH

WHEREAS, the State and the County executed a contract on the 28th day of August 2008 – amended on the 15th day of January 2009, on the 17th day of March 2010, on the 13th day of August 2010, and on the 20th day of June 2011 – to effectuate their agreement to establish a transportation program to construct access roads in the County; and

WHEREAS, the County has opted to cancel two 3rd-call non-competitive projects after 90%-completion of construction plans due to right-of-way issues, as allowed by the State; and

WHEREAS, the County has opted to transfer a 1st-call non-competitive under run of \$229,479.16 (transferred but not used in the 2nd-call), 1st-call competitive under run of \$715,311.50, 2nd-call non-competitive under run of \$1,517,798.67, and 2nd-call competitive under run of \$1,382,577.19—a total of \$3,845,166.52—to the 3rd call, as approved by the State; and

WHEREAS, the County has opted to apply under-run funding to new projects, as approved by the State; and

WHEREAS, it has become necessary to amend that contract;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the State and the Local Government do agree as follows:

A G R E E M E N T

Article 1. Description of Amended Items:

Article 4, Paragraph c, final sentence is voided in its entirety and replaced with the following:

Total maximum allowable costs for all combined County Projects shall not exceed **\$16,536,465.98**.

Attachment B, Project Budget, is voided in its entirety and replaced with the new Attachment B, Project Budget, attached to this amendment.

Attachment C, Project Applications, deletes and adds the following project applications, with the added applications attached to this amendment and with resulting under-run funding available for use according to Program rules and guidelines:

County	TWDB ID #	Colonia name	Project Description	Length (mi)	Eligible Cost
Deleted Project Applications					
HIDALGO	M1080882	La Flor Estates	Paving and Drainage	0.19	\$91,967.00
HIDALGO	M1080883	La Flor Gardens	Paving and Drainage	0.19	\$91,965.00

County	TWDB ID #	Colonia name	Project Description	Length (mi)	Eligible Cost
Added Project Applications					
HIDALGO	M1080244	El Mesquite Subdivision	Repaving and Drainage	0.44	\$242,451.12
HIDALGO	M1080495	North Capisallo	Paving and Drainage	0.23	\$109,000.95
HIDALGO	M1080103	Bernal Heights #1	Repaving and Drainage	0.18	\$85,665.52
HIDALGO	M1080230	Dimas #3	Repaving and Drainage	0.22	\$295,549.13
HIDALGO	M1080693	Southside Village	Repaving and Drainage	0.36	\$95,369.07
HIDALGO	M1080557	Pentecostal	Paving and Drainage	0.22	\$211,207.38
HIDALGO	M1080767	Val Bar Estates	Paving and Drainage	0.16	\$105,750.00
HIDALGO	M1080312	Havana Subdivision	Repaving and Drainage	0.22	\$178,217.00
HIDALGO	M1080014	Acevedo Subdivision #4	Repaving and Drainage	0.61	\$427,658.55
HIDALGO	M1080385	La Homa Road (South) Subdivision	Repaving and Drainage	0.25	\$219,105.73
HIDALGO	M1080488	Munoz Estates	Repaving and Drainage	0.40	\$398,950.21
HIDALGO	M1080727	Tiejerina Estates	Paving and Drainage	0.43	\$275,158.33

All other provisions of the contract are unchanged and remain in full force and effect.

Article 2. Signatory Warranty

The signatories to this amendment warrant that each has the authority to enter into this agreement on behalf of the organization they represent.

IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENT have executed duplicate counterparts to effectuate this agreement.

THE LOCAL GOVERNMENT

Hidalgo County

By: _____

Honorable Ramon Garcia

Printed Name

County Judge

Date

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____

Mario Jorge, P.E.

District Engineer, Pharr District

Title

Date

DATE: November 3, 2011

DEPARTMENT HEAD: Agapito Vargas Jr.

2011
Transfer



DEPARTMENT NAME: Border Colonia Access Program

AI-29297 11/15/11

ACCOUNT NUMBER: 1-1312-XXX-X0-000-000-0-XXX

CONTACT PERSON: Marcie Jackson PHONE: (956) 787-1891 Ext. 2010

SUBJECT: Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Government Code Chapter 111, Subchapter C.

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following amendments (increase) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
1-1312-431-00-000-000-0- 899	BCAP RIII -	CONTINGENCY	168,438.97
1-1312-334-30-000-000-0- 000	BCAP RIII -	REVENUE	168,438.97
	TOTAL BUDGET INCREASE (DECREASE)		168,438.97

REASON: Appropriate funds from Pct.4 BCAP - 3rd Call (Round III Fund 1312) deleted projects to BCAP - 3rd Call (Round III - Fund 1312) for Round III Colonia projects.

SIGNATURE

COMMISSIONERS COURT

____ / ____ / ____
DATE

ATTEST, COUNTY CLERK

Hidalgo County

For 01/01/09 - 01/31/10

Revenue Summary Report

FJRES01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account No/Description</u>	<u>Budget Amount</u>	<u>Period Amount</u>	<u>Y-T-D Amount</u>	<u>Balance</u>	<u>Percent Received</u>
1310 BORDER COLONIA ACCESS PROGRAM					
9-1310-334-30-121-000-0-000 PCT.1 COLONIA ACCESS PRG REVENUE	307,237.14	64,063.12	64,063.12	243,174.02	20.85
9-1310-334-30-122-000-0-000 PCT.2 COLONIA ACCESS PRG REVENUE	205,325.57	5,915.64	5,915.64	199,409.93	2.88
9-1310-334-30-123-000-0-000 PCT.3 COLONIA ACCESS PRG REVENUE	402,820.45	158,021.28	158,021.28	244,799.17	39.23
9-1310-334-30-124-000-0-000 PCT.4 COLONIA ACCESS PRG REVENUE	27,320.90	-607.48	-607.48	27,928.38	-2.22
1310 BORDER COLONIA ACCESS PROGRAM	942,704.06	227,392.56	227,392.56	715,311.50	24.12
9 YEAR 9	942,704.06	227,392.56	227,392.56	715,311.50	24.12

Hidalgo County

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>
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3						
882						
1-1312-431-00-124-882-0-312 LA FLOR ESTATES-INDIRECT COST	2,469.53	.00	616.52	616.52	1,853.01	24.97
1-1312-431-00-124-882-0-334 LA FLOR ESTATES-ENG & ARCH SRV	1,966.31	.00	.00	.00	1,966.31	.00
1-1312-431-00-124-882-0-339 LA FLOR ESTATES-OTHER PROF SERVICES	2,606.84	.00	.00	.00	2,606.84	.00
1-1312-431-00-124-882-0-540 LA FLOR ESTATES-ADVERTISING	600.00	.00	.00	.00	600.00	.00
1-1312-431-00-124-882-0-731 LA FLOR ESTATES-ROADS	66,845.00	.00	.00	.00	66,845.00	.00
1-1312-431-00-124-882-0-733 LA FLOR ESTATES-DRAINAGE DITCHES	7,638.00	.00	.00	.00	7,638.00	.00
1-1312-431-00-124-882-0-899 LA FLOR ESTATES-CONTINGENCY	2,711.33	.00	.00	.00	2,711.33	.00
882	84,837.01	.00	616.52	616.52	84,220.49	.73
883						
1-1312-431-00-124-883-0-312 LA FLOR GARDENS-INDIRECT COST	2,469.52	.00	616.52	616.52	1,853.00	24.97
1-1312-431-00-124-883-0-334 LA FLOR GARDENS-ENG & ARCH SRV	1,966.31	.00	.00	.00	1,966.31	.00
1-1312-431-00-124-883-0-339 LA FLOR GARDENS-OTHER PROF SERVICES	2,606.84	.00	.00	.00	2,606.84	.00
1-1312-431-00-124-883-0-540 LA FLOR GARDENS-ADVERTISING	600.00	.00	.00	.00	600.00	.00
1-1312-431-00-124-883-0-731 LA FLOR GARDENS-ROADS	66,845.00	.00	.00	.00	66,845.00	.00
1-1312-431-00-124-883-0-733 LA FLOR GARDENS-DRAINAGE DITCHES	7,636.00	.00	.00	.00	7,636.00	.00
1-1312-431-00-124-883-0-899 LA FLOR GARDENS-CONTINGENCY	2,711.33	.00	.00	.00	2,711.33	.00
883	84,835.00	.00	616.52	616.52	84,218.48	.73
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3	169,672.01	.00	1,233.04	1,233.04	168,438.97	.73
1 YEAR 1	169,672.01	.00	1,233.04	1,233.04	168,438.97	.73

DATE: November 3, 2011

DEPARTMENT HEAD: Agapito Vargas Jr.

2011
Transfer



DEPARTMENT NAME: Border Colonia Access Program

AI-29297 11/15/11

ACCOUNT NUMBER: 1-1312-XXX-X0-000-000-0-XXX

CONTACT PERSON: Marcie Jackson PHONE: (956) 787-1891 Ext. 2010

SUBJECT: Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Government Code Chapter 111, Subchapter C.

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following amendments (increase) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
1-1312-431-00-000-000-0- 899	BCAP RIII -	CONTINGENCY	1,201,083.54
1-1312-334-30-000-000-0- 000	BCAP RIII -	REVENUE	1,201,083.54
	TOTAL BUDGET INCREASE (DECREASE)		1,201,083.54

REASON: Appropriate funds from Pct.1 BCAP - 2nd Call (Round II Fund 1311) to Pct.1 BCAP - 3rd Call (Round III - Fund 1312) for Round III Colonia projects.

SIGNATURE

COMMISSIONERS COURT

____ / ____ / ____
DATE

ATTEST, COUNTY CLERK

AI-29659

18. C.

CC REGULAR

Meeting Date: 11/15/2011

Submitted For: Sergio Cruz

Submitted By: Erika Zamora, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Discussion, consideration, and approval to reduce the indirect cost allocation rate from 13% to 10% effective 10/1/11 through 9/30/12 for the WIC Program.

BACKGROUND

WIC Department is requesting reduction in Indirect Cost Allocation Rate due to limited grant funds and is unable to contribute the maximum allowable rate.

FY2011 Discounted Rate approved by CC on 12/30/2010 is 13.00%, federally capped at 20%. Proposed Discounted Rate is 10% (50% of the federally capped rate of 20%)

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/10/2011 02:59 PM
Ivan Cantu	Ivan Cantu	11/10/2011 04:18 PM
Purchasing Department	Angela Garcia	11/10/2011 04:42 PM
Form Started By: Erika Zamora		Started On: 11/10/2011 01:54 PM
	Final Approval Date: 11/10/2011	

AI-29557

18. D.

CC REGULAR

Meeting Date: 11/15/2011

Submitted By: Perla Lopez, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. #3 TxDot (1315):

1. Discussion, consideration and approval to set up receivable account for TxDot FM 681 (CSJ: 0669-01-043).

2. Approval of 2011 interfund transfer from TxDot FM 681 (SH107-FM2221/FM492) to C.O. 2010 A&B - Pct3 La Homa in the amount of \$1,920,335.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011

ACCT. #: 1-1315-431-00-123-070-0-841

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Available funds as of 11/9/11 are \$2,013,177.00.

Attachments

TxDot Agreement

L&G Letter

Interfund

Form Review

Inbox	Reviewed By	Date
Perla Lopez (Originator)	Angela Garcia	11/09/2011 03:19 PM
Rey Salazar	Angela Garcia	11/09/2011 03:26 PM
Dale Kennan		11/09/2011 04:16 PM
Budget & Management	Merlen P. Munoz	11/09/2011 04:33 PM
Olga Garza	Olga Garza	11/09/2011 04:42 PM
Purchasing Department	Angela Garcia	11/10/2011 04:41 PM

Form Started By: Perla Lopez Started On: 11/07/2011 02:19 PM
Final Approval Date: 11/10/2011



April 15, 2011

The Honorable Ramon Garcia
Hidalgo County Judge
PO Box 1356
Edinburg, TX 78540

REF: Notice of ROW Project Release

1. **FM 681** (RCSJ 0669-01-052)-From FM 681 North @ FM 2221 to SH 107
2. **FM 2221**(RCSJ 0862-01-048)-From 0.25 Miles West of Moorefield RD to FM 681
3. **FM 2221**(RCSJ-0862-01-046)-From 0.25 Miles West of SH 364 to 0.25 Miles West of Moorefield Road

Dear Honorable Judge Garcia,

Enclosed find a copy of the Notice of Right of Way Release from ROW Division in Austin and an original fully executed Contractual Agreement for Right of Way Procurement- Local Government for the above referenced projects.

As mentioned in a letter to you dated September 1, 2010, given the limited FEDERAL and STATE funding available for right of way acquisition, the funding was set up over a three year period from FY 2012 thru FY 2014. This language has been incorporated into the agreements to clarify that reimbursement to the County for eligible expenses will only be provided when funds for such reimbursement are available. We understand the County is interested in moving forward with acquisition; however, reimbursements will not be submitted or processed until funding is available based on the summary table included in the September 1, 2010 letter, see attached. With this understanding, the County may now commence with the acquisition of the needed right of way for this project.

As always our Right of Way staff is available to provide your staff with any technical assistance they may need in undertaking this project.

Thank you for your continued support towards the improvement of the Highway System in the State of Texas. We certainly appreciate it.

Sincerely,



Nelda R. Eureste
South Region
Right of Way Manager

Cc: Mario Jorge, P.E., Pharr District Engineer
Jody Ellington, P.E., Pharr District TP&D Director
Valente Olivarez, P.E., Pharr Area Engineer
Jesse Esquierdo, RSM-SRegion Right of Way Appraiser
Jose Pena, Hidalgo County ROW Administrator
Luana M. Gonzalez, L & G ROW Administrator
Griselda Saldívar, P.E., Project Manager
Enclosures (1)



Texas Department of Transportation

PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

September 1, 2010

The Honorable Rene A. Ramirez
Hidalgo County Judge
PO Box 1356
Edinburg, TX 78540

RE: Local Government Procurement Right of Way Agreements for:

- (1) **FM 681** - From FM 681 North @ FM 2221 to SH 107
Construction CSJ: 0669-01-043 & ROW CSJ: 0669-01-052
- (2) **FM 2221** - From 0.25 Miles West of Moorefield Road to FM 681
Construction CSJ: 0862-01-047 & ROW CSJ: 0862-01-048
- (3) **FM 2221** - From 0.25 Miles West of SH 364 to 0.25 Miles West of Moorefield Rd
Construction CSJ: 0862-01-037 & ROW CSJ: 0862-01-046

Dear Judge Ramirez,

Enclosed are two (2) original Contractual Agreements for Right of Way Procurement - Local Government for each of the three subject project segments involving the reconstruction and widening of FM 681/FM 2221 from SH 107 to just west of SH 364. The agreements reflect the County's approved Economically Disadvantage County Program (EDCP) reduction of 85% to the required 10% Local Match for right of way acquisition and compensable utility adjustments. With the EDCP reduction, participation for right of way acquisition and compensable utilities will be 80% Federal, 18.5% State and 1.5% Local.

As you know, given the limited State funding available for right of way acquisition, the Hidalgo County Metropolitan Planning Organization (HCMPO) recently approved the use of Metropolitan Mobility and Rehabilitation funds for right of way acquisition and compensable utility adjustments for FM 681/FM 2221. However, given the limited annual funds the HCMPO has been allocated, funding was set up over a three year period from FY 2012 thru FY 2014. Even though the initial funds aren't expected to be available until FY 2012, we realize the County is interested in moving forward with acquisition later this year. This is with the understanding that requests for reimbursement will not be submitted or processed until funding is available. To address this, language has been incorporated into the agreements to clarify that reimbursement to the County for eligible expenses will only be provided when funds for such reimbursement are available.

For your information and reference we've prepared the following summary of estimated costs and funding participation by fiscal year based on the HCMPO's allocation of Metropolitan

THE TEXAS PLAN
REDUCE CONGESTION • ENHANCE SAFETY • EXPAND ECONOMIC OPPORTUNITY • IMPROVE AIR QUALITY
PRESERVE THE VALUE OF TRANSPORTATION ASSETS

An Equal Opportunity Employer

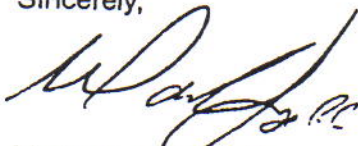
Mobility and Rehabilitation funds.

Project Segment	Total Est. ROW Cost	FY	Est. Fed Part (80%)	Est. State Part (18.5%)	Est. County Part (1.5%)	Total
(1) FM 681 - From FM 681 North @ FM 2221 to SH 107	\$3,994,626	2012	\$2,543,547	\$588,195	\$47,892	\$3,179,434
		2013	\$652,154	\$150,810	\$12,228	\$815,192
		2014				
(2) FM 2221 - From 0.25 Miles West of Moorefield Road to FM 681	\$1,024,134	2012				
		2013	\$819,307	\$189,465	\$15,362	\$1,024,134
		2014				
(3) FM 2221 - From 0.25 Mi W of SH 364 to 0.25 Mi W of Moorefield Rd	\$2,711,401	2012				
		2013	\$2,021,844	\$467,551	\$37,910	\$2,527,305
		2014	\$147,277	\$34,058	\$2,761	\$184,096
Total	\$7,730,161		\$6,184,129	\$1,430,079	\$115,953	\$7,730,161

Please sign and return both originals for each project segment, along with a resolution authorizing the County to enter into these agreements. Once executed, we'll return one original for each project segment for your files. With the project environmentally clear, we also anticipate issuing the County a Right of Way Release soon after the agreements are executed. As a reminder, any right of way acquisition or compensable utility adjustments prior to execution of the agreements and our release will not be eligible for reimbursement.

Feel free to call me or our Director of Transportation Planning & Development, Jody, R. Ellington, P.E., at 702-6100 if you have any questions or need additional information.

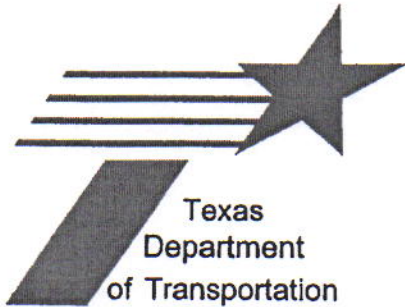
Sincerely,



Mario R. Jorge, P.E.
Pharr District Engineer

Mj:jre
Attach

cc: Joe M. Flores, Hidalgo County Commissioner Precinct 1
Jody R. Ellington, P.E., Director of Transportation Planning & Development
Hector Gonzalez, P.E. Pharr Area Engineer
Nelda Eureste, South Regional Right of Way Administrator



MEMORANDUM

TO: Nelda Eureste
Right of Way Manager
South Region

Date: April 7, 2011

FROM: ~~for~~ Gus E. Cannon *JE*

SUBJECT: Right of Way Release
Hidalgo County (109)
Federal Project Number STP 1102(024)MM
ROW CSJ 0669-01-052
FM 681: From FM 681 (N) @ FM 2221
To SH 107

Reference is made to your Region request for authorization to proceed with right of way activities. This is to document that the subject project has received Commission approval by Minute Order 112237, Federal approval (attached), environmental clearance and the complete right of way map have been received. Therefore, you are authorized to proceed with right of way activities for acquisition, relocation assistance and utility adjustments as authorized under current policies and in accordance with the contractual agreement.

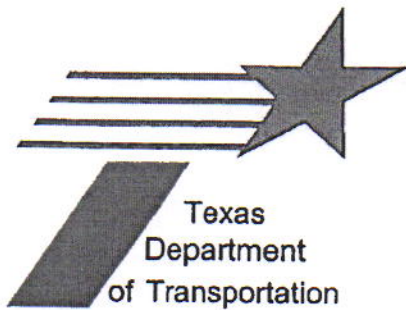
Because State and Federal costs are anticipated for this project, a right of way job number and a federal number have been assigned. Please use the above captioned project ROW CSJ number and Federal Project number on all correspondence and any associated charges.

We are by copy of this memorandum requesting the Finance Division to set up the fund authorization as indicated on the attached Financing Right of Way Accounts funding spreadsheet. Should you have any questions, please contact Debbie Menefee (512) 416-2943.

Attachments

cc: Finance Division
Attachments

Jesus Esquiedo
RSC – South
Pharr District
Attachments



MEMORANDUM

TO: Nelda R. Eureste
Right of Way Manager
South Region

Date: April 7, 2011

FROM: ~~FE~~ Gus E. Cannon 

SUBJECT: Modified Contractual Agreement for Right of Way Procurement
Hidalgo County (109)
ROW CSJ 0669-01-052
FM 681: From FM 2221
To SH 107

As requested, attached is the executed contractual agreement submitted by your Region. This agreement, between Hidalgo County and the State of Texas, obligates the County to acquire all parcels and adjust all eligible utilities and obligates the State to reimburse the County 98.5% on all eligible costs. Modification of this agreement includes the County to proceed with acquisition and the State agrees to reimburse the County for its share of the cost of such right of way as funds for such reimbursement are available.

Hidalgo County is an economically disadvantaged county. Minute Order 111487, passed August 28, 2008, authorized an adjustment of the local match to 1.5% instead of the standard 10% requirement for this project.

Should you have any questions, please contact Debbie Menefee at (512) 416-2943.

Attachments

cc: Jesus Esquierdo
RSC – South
Pharr District
Attachments



CONTRACTUAL AGREEMENT FOR RIGHT OF WAY PROCUREMENT - LOCAL GOVERNMENT

County: Hidalgo
 District: Pharr District

Federal Project No: n/a
 Highway: FM 681

ROW CSJ No: 0669-01-052
 CCSJ: 0669-01-043

This Agreement by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the State, and Hidalgo County, Texas, acting by and through its duly authorized official pursuant to an Ordinance or Order dated the 13th day of September, 2010, hereinafter called the Local Government, shall be effective on the date of approval and execution by and on behalf of the State.

WHEREAS, the State has deemed it necessary to make certain highway improvements on Highway No. FM 681 from FM 2221 to SH 107, and which section of highway improvements will necessitate the acquisition of certain right of way; and

WHEREAS, it is agreed such right of way purchase shall be a joint effort of the State and the Local Government;

WHEREAS, the Local Government requested and has been granted an Economically Disadvantaged County Adjustment from the Texas Department of Transportation Commission via a letter dated May 4, 2009, from Mario R. Jorge, P. E., Pharr District Engineer to Hidalgo County Judge, by virtue of Minute Order No. 111487, approving an Eighty Five percent (85%) adjustment to the required Ten percent (10%) Local Government cost participation for this Ninety percent (90%) State and Ten percent (10%) Local Government project, thereby resulting in a Local Government net contribution amount of one and five tenths (1.5%) participation and State participation of Ninety Eight and Five Tenths percent (98.5%);

NOW, THEREFORE be it agreed that acquisition of such right of way shall be in accordance with the terms of this agreement and in accordance with the Texas Department of Transportation Right of Way Manual and all applicable Federal and State laws governing the acquisition policies for acquiring real property. The State hereby authorizes and requests the Local Government to proceed with acquisition and the State agrees to reimburse the Local Government for its share of the cost of such right of way, **AS FUNDS FOR SUCH REIMBURSEMENT ARE AVAILABLE**, providing such acquisition and reimbursement are accomplished according to the provisions outlined herein and agreed to by both parties hereto.

Location Surveys and Preparation of Right of Way Data: The State, without cost to the Local Government, will do the necessary preliminary engineering and title investigation in order to supply to the Local Government the data and instruments necessary to obtain acceptable title to the desired right of way.

Determination of Right of Way Values: The Local Government agrees to make a determination of property values for each right of way parcel by methods acceptable to the State and to submit to the State's District Office a tabulation of the values so determined, signed by the appropriate Local Government representative. Such tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land taken, itemization of improvements taken, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in arriving at all determined values. Such work will be performed by the Local Government at its expense without cost participation by the State. The State will review the data submitted and may base its reimbursement on the values which are determined by this review. The State, however, reserves the right to perform at its own expense any additional investigation deemed necessary, including supplemental appraisal work by State employees or by employment of fee appraisers, all as may be necessary for determination of values to constitute the basis for State reimbursement. If at any stage of the project development it is determined by mutual agreement between the State and Local Government that there should be waived the requirement that the Local Government submit to the State property value determinations for any part of the required right of way, the Local Government will make appropriate written notice to the State of such waiver, such notice to be acknowledged in writing by the State. In instances of such waiver, the State by its due processes and at its own expense will make a determination of values to constitute the basis for State reimbursement.

Negotiations: The State will notify the Local Government as soon as possible as to the State's determination of value. Negotiation and settlement with the property owner will be the responsibility of the Local Government without participation by the State; however, the Local Government will notify the State immediately prior to closing the transaction so that a current title investigation may be made to determine if there has been any change in the title. The Local Government will deliver properly executed instruments of conveyance which, together with any curative instruments found to be necessary as a result of the State's title investigation, will properly vest good and indefeasible title in the State for each right of way parcel involved. The Local Government will also deliver to the State an owner's policy of title insurance for each parcel, except as otherwise specifically approved by the State. Upon payment to the property owner of the agreed purchase price, the Local Government is authorized and directed to secure for the State possession of each parcel in accordance with all applicable Federal and State laws governing relocation assistance, notices to vacate and forcible detainer. The costs incidental to negotiation, recording the right of way instruments, and securing possession of the parcels will be the responsibility of the Local Government. The cost of title insurance and closing services will be the responsibility of the State.

Administrative Settlements: After the offer has been delivered to the property owner, and prior to the Commissioners' Hearing, the property owner may deliver one written counteroffer ("Administrative Settlement Proposal") to the Local Government. The Local Government will evaluate the Administrative Settlement Proposal and make a recommendation of approval or disapproval to the State through the State's appropriate District Office. The District Office will then submit the Administrative Settlement Proposal, together with the Local Government and District recommendations, to the State Right of Way Division office for final approval in accordance with current State procedures. The State's approval of the Administrative Settlement Proposal is only for purposes of closing the purchase of the property prior to the Special Commissioners' Hearing. In the event a closing of the purchase does not occur prior to the hearing, the State's approval is automatically, without further action, withdrawn, and the State will participate only in the original approved value. In the event the State does not approve the Administrative Settlement Proposal, and the Local Government elects to purchase the property at a value greater than the original approved value, the State's participation in the purchase price will apply only to the original approved value, and the Local Government will pay one hundred percent (100%) of the costs which exceed the original approved value, even if the applicable county qualifies as an economically disadvantaged county.

Condemnation: Condemnation proceedings will be initiated at a time selected by the Local Government and will be the Local Government's responsibility at its own expense except as hereinafter indicated. The Local Government will obtain from the State without cost current title information and engineering data at the time condemnation is to be initiated. Except as hereinafter set forth the Local Government will concurrently file condemnation proceedings and a notice of lis pendens for each case in the name of the State, and in each case so filed the judgment of the court will decree title and possession to the property condemned to the State. The Local Government may, as set forth herein under "Excess Takings" and where it is determined to be necessary enter condemnation proceedings in its own name. Property acquired in the Local Government's name for the State must comply with requirements set forth in the engineering data and title investigation previously furnished to the Local Government by the State at such time as the Local Government conveys said property to the State.

Court Costs, Costs of Special Commissioners' Hearings and Appraisal Expense: Court costs and costs of Special Commissioners' hearings assessed against the State or Local Government in condemnation proceedings conducted on behalf of the State and fees incident thereto will be paid by the Local Government. Such costs and fees, with the exception of recording fees, will be eligible for Ninety Eight and Five Tenths percent (98.5%) State reimbursement under the under the established reimbursement procedure provided such costs and fees are eligible for payment by the State under existing law. Where the Local Government uses the State's appraisers employed on a fee basis in Special Commissioners' Hearings or subsequent appeals, the cost of the appraiser for updating the report, for preparing new reports, preparing for court testimony and appearing in court to testify in support of the appraisal will be paid direct by the Local Government, but will be eligible for Ninety Eight and Five Tenths percent (98.5%) State reimbursement under established procedure provided prior approval for such appraiser has been obtained from the State. The fee paid the appraiser by the Local Government shall be in accordance with the fee schedule set forth in the appraiser's contract for appraisal services with the State.

Excess Takings: In the event the Local Government desires to acquire land in excess of that requested by the State for right of way purposes, the State's cost participation will be limited to the property needed for its purposes. If the Local Government elects to acquire the entire property, including the excess taking, by a single instrument of conveyance or in one eminent domain proceeding, the property involved will be acquired in the name of the Local Government and that portion requested by the State for right of way will be separately conveyed to the State by the Local Government. When acquired

by negotiation, the State's participation will be based on the State's approved value of that part of the property requested for right of way purposes, provided that such approved value does not exceed actual payment made by the Local Government.

When acquired by condemnation, the State's participation will be in the proportionate part of the final judgment amount computed on the basis of the relationship of the State's approved value to the State's predetermined value for the whole property.

Improvements: Property owners will be afforded an opportunity in the negotiations to retain any or all of their improvements in the right of way taking. In anticipation of the owner desiring to retain improvements, the State's approved value will include the amounts by which the upper limit of State participation will be reduced for the retention. It is further agreed that the upper limit for the State's participation in the Local Government's cost for an improved parcel will be reduced as shown in the State's approved value where the owner retains an improvement which is to be moved by either the Local Government or the owner. In the event improvements which are, in whole or part, a part of the right of way taking are not retained by the owner, title is to be secured in the name of the State.

The State will participate in the acquisition of a structure severed by the right of way line if the part of the house, building or similar structure which lies outside the right of way cannot be reconstructed adequately or there is nothing but salvage left, provided that the State's value is established on this basis and provided that title to the entire structure is taken in the name of the State. The State shall dispose of all improvements acquired. The net revenue derived by the State from the disposition of any improvements sold through the General Services Commission will be credited to the cost of the right of way procured and shared with the Local Government.

Relocation of Utilities: If the required right of way encroaches upon an existing utility located on its own right of way and the proposed highway construction requires the adjustment, removal or relocation of the utility facility, the State will establish the necessity for the utility work. State participation in the cost of making the necessary change, less any resulting increase in the value to the utility and less any salvage value obtainable, may be obtained by either the "actual cost" or "lump sum" procedures. Reimbursement under "actual cost" will be made subsequent to the Local Government's certification that the work has been completed and will be made in an amount equal to ninety eight and five tenths percent (98.5%) of the eligible items of cost as paid to the utility owner, AS FUNDS FOR SUCH REIMBURSEMENT ARE AVAILABLE. The "lump sum" procedure requires that the State establish the eligibility of the utility work and enter into a three-party agreement with the owners of the utility facilities and the Local Government, which sets forth the exact lump sum amount of reimbursement as approved in such agreement. The utility will be reimbursed by the Local Government after proper certification by the utility that the work has been done, said reimbursement to be based on the prior lump sum agreement. The State will reimburse the Local Government in an amount equal to ninety eight and five tenths percent (98.5%) of the firm commitment as paid to the utility owner AS FUNDS FOR SUCH REIMBURSEMENT ARE AVAILABLE. The foregoing is subject to the provision that the individual lump sum approved value shall not exceed \$20,000, except as specifically approved by the State. In those cases where a single operation is estimated to exceed \$20,000, the transaction will be brought to the attention of the State for determination of proper handling based upon the circumstances involved. Such utility firm commitment will be an appropriate item of right of way. The adjustment, removal or relocation of any utility line on publicly owned right of way by sufferance or permit will not be eligible for State reimbursement. The term "utility" under this agreement shall include publicly, privately and cooperatively owned utilities.

Fencing Requirements: The Local Government may either pay the property owner for existing right of way fences based on the value such fences contribute to the part taken and damages for an unfenced condition resulting from the right of way taking, in which case the estimated value of such right of way fences and such damages will be included in the recommended value and the approved value, or the Local Government may do the fencing on the property owner's remaining property.

Where the Local Government performs right of way fencing as a part of the total right of way consideration, neither the value of existing right of way fences nor damages for an unfenced condition will be included in the recommended value or the approved value. State participation in the Local Government's cost of constructing right of way fencing on the property owner's remainder may be based on either the actual cost of the fencing or on a predetermined lump sum amount. The State will be given credit for any salvaged fencing material and will not participate in any overhead costs of the Local Government.

If State participation is to be requested on the lump sum basis, the State and the Local Government will reach an agreement prior to the actual accomplishment of the work as to the necessity, eligibility and a firm commitment as to the cost of the entire fencing work to be performed. The foregoing is subject to the provision that the lump sum approved cost shall not exceed \$20,000, except as specifically approved by the State. In the event the cost of the fencing is estimated to exceed \$20,000, the transaction will be brought to the attention of the State for determination of proper handling based upon the circumstances involved.

Reimbursement: The State will reimburse the Local Government for right of way acquired after the date of this agreement in amount not to exceed Ninety Eight and Five Tenths percent (98.5%) of the cost of the right of way acquired in accordance with the terms and provisions of this agreement AS FUNDS FOR SUCH REIMBURSEMENT ARE AVAILABLE. The State's reimbursement will be in the amount of Ninety Eight and Five Tenths percent (98.5%) of the State's predetermined value of each parcel, or the net cost thereof, whichever is the lesser amount. All requests by the Local Government for reimbursement shall comply with the then current reimbursement submission requirements set forth in the Texas Department of Transportation Right of Way Manual. IT IS AGREED THAT THE LOCAL GOVERNMENT WILL NOT SEEK REIMBURSEMENT FROM THE STATE UNTIL THE ACQUISITION FUNDS FOR THIS PROJECT HAVE BEEN MADE AVAILABLE. UPON FUNDS BEING AVAILABLE, THE STATE WILL PROCESS REIMBURSEMENT REQUESTS IN ACCORDANCE WITH THIS AGREEMENT.

If condemnation is necessary and title is taken as set forth herein under the section entitled "Condemnation", the participation by the State shall be based on the final judgment, conditioned upon the State having been notified in writing prior to the filing of such suit and upon prompt notice being given as to all action taken therein. The State shall have the right to become a party to the suit at any time for all purposes, including the right of appeal at any stage of the proceedings. All other items of cost shall be borne by the State and the Local Government as provided in other sections of this agreement.

If a lump sum fencing or utility adjustment agreement has been executed, the State will reimburse the Local Government in the amount of Ninety Eight and Five Tenths percent (98.5%) of the predetermined lump sum cost of the right of way fencing or utility adjustment.

If the Local Government prefers not to execute a lump sum agreement for either fencing or utility adjustments, the State will reimburse on the actual cost of such fencing or adjustments. The Local Government's request for reimbursement will be supported by a breakdown of the labor, materials and equipment used.


EXCEPT AS OTHERWISE AGREED TO IN WRITING BY THE STATE, ALL OTHER ADMINISTRATIVE EXPENSES NOT MENTIONED WITHIN THIS AGREEMENT ARE THE RESPONSIBILITY OF THE LOCAL GOVERNMENT AND ARE NOT REIMBURSABLE.

Inspection of Books and Records: The Local Government shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the State and, if federally funded, the Federal Highway Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the State and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The State auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the State auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

General: It is understood that the terms of this agreement shall apply to new right of way authorized and requested by the State which is needed and not yet dedicated, in use or previously acquired in the name of the State or Local Government for highway, street or road purposes. This agreement shall also apply, with regard to any existing right of way, to outstanding property interests not previously acquired and to eligible utility adjustments not previously made, as authorized and requested by the State.

It is further understood that if unusual circumstances develop in the right of way acquisition which are not clearly covered by the terms of this agreement, such unusual circumstances or problems will be resolved by mutual agreement between the State and the Local Government.

LOCAL GOVERNMENT


By: 
Title: County Judge
Date: 09/14/10

EXECUTION RECOMMENDED:


District Engineer, Pharr District

THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: 
John P. Campbell, P.E.
Director, Right of Way Division

Date: 03/07/2011



October 19, 2011

The Honorable Joe Flores
Hidalgo County Commissioner, Precinct 3
724 N. Breyfogle Road
Mission, Texas 78574

RE: FM 681/FM 2221
From: SH 107
To: SH 364 (La Homa)

La Homa Road
From: FM 495
To: FM 1924

Dear Commissioner Flores:

The following information will assist in providing an explanation of the funding situation for FM 681/FM 2221 and La Homa Road mentioned above:

Regarding the FM 681/FM 2221 Project:

- TxDOT and Hidalgo County have executed several ROW Agreements on FM 681 in which TxDOT has agreed for Hidalgo County to pay 100% of the cost of all right of way and compensable utilities and be reimbursed 98.5% by TxDOT. L&G is currently in the ROW acquisition phase on behalf of the County.
- Since TxDOT's funds were not available until September 2011 for reimbursement to Hidalgo County, Precinct #3 transferred \$ 1,953,257.00 from the La Homa project (set aside for land acquisition cost) to FM 681 so the County could spend the money on ROW acquisition prior to September 2011.
- Since currently TxDOT's funds are available for reimbursement to the County, there no longer is a need to keep the La Homa funds with the FM 681 project. As long as Precinct #3 sets up a revolving account of 1 million dollars they can spend the funds from the revolving account and receive reimbursement from TxDOT.

Regarding the La Homa Project:

- The \$ 1,953,257.00 from La Homa can be transferred back to the La Homa project for the following expenses:
 - ROW Acquisition Services/70 parcels @ \$12,500 = \$ 875,000
 - ROW/Compensable Utility Cost = \$ 1,078,257
 - Total - \$ 1,953,257.00

The Honorable Joe Flores

October 12, 2011

Page 2

•Please keep in mind that the estimated ROW/Compensable Utility Cost for the La Homa project is approximately 2 million dollars and since La Homa Road is an off-system roadway, the County is responsible for the entire cost (2 million dollars); however, when the next TIP gets approved in April 2012 by the HCMPO, the Category 7 funds assigned to La Homa will be as follows:

- Construction - \$ 6,387,369 (80% federal and 20% - EDC County) (FY 2015)
- ROW - \$ 1,930,494 (80% federal) and (20% County ≈ \$ 400,000)
- CE = \$ 319,368
- Contingencies = \$ 415,179
- Total - \$ 9 million dollars

Under this scenario, the County's responsibility of the ROW is only 20% (≈ \$ 400,000) and Federal money (Cat 7) of approximately \$ 1.5 million dollars will be reimbursed to the County. So Hidalgo County's share will be \$ 400,000, in which \$ 1,078,257.00 was set aside as a revolving account so there will be a surplus of \$ 678,257.00 to the County at the end of the project.

RECAP (AFTER MPO APPROVES APRIL 1, 2012):

TOTAL \$ 1,953,257.00 County Money Available

(\$400,000.00) Estimated 20% County Portion of ROW Participation

(\$875,000.00) Estimated ROW Acquisition Services for Est. 70 Parcels

(\$108,000.00) Estimated Construction Management/Design Services

\$ 570,257.00 Surplus

Therefore, we recommend that you proceed with hiring a Right-of-Way Acquisition Provider and move forward to acquiring the ROW with the estimated funds identified above.

Should you have any questions, please do not hesitate to give us a call.

Sincerely,

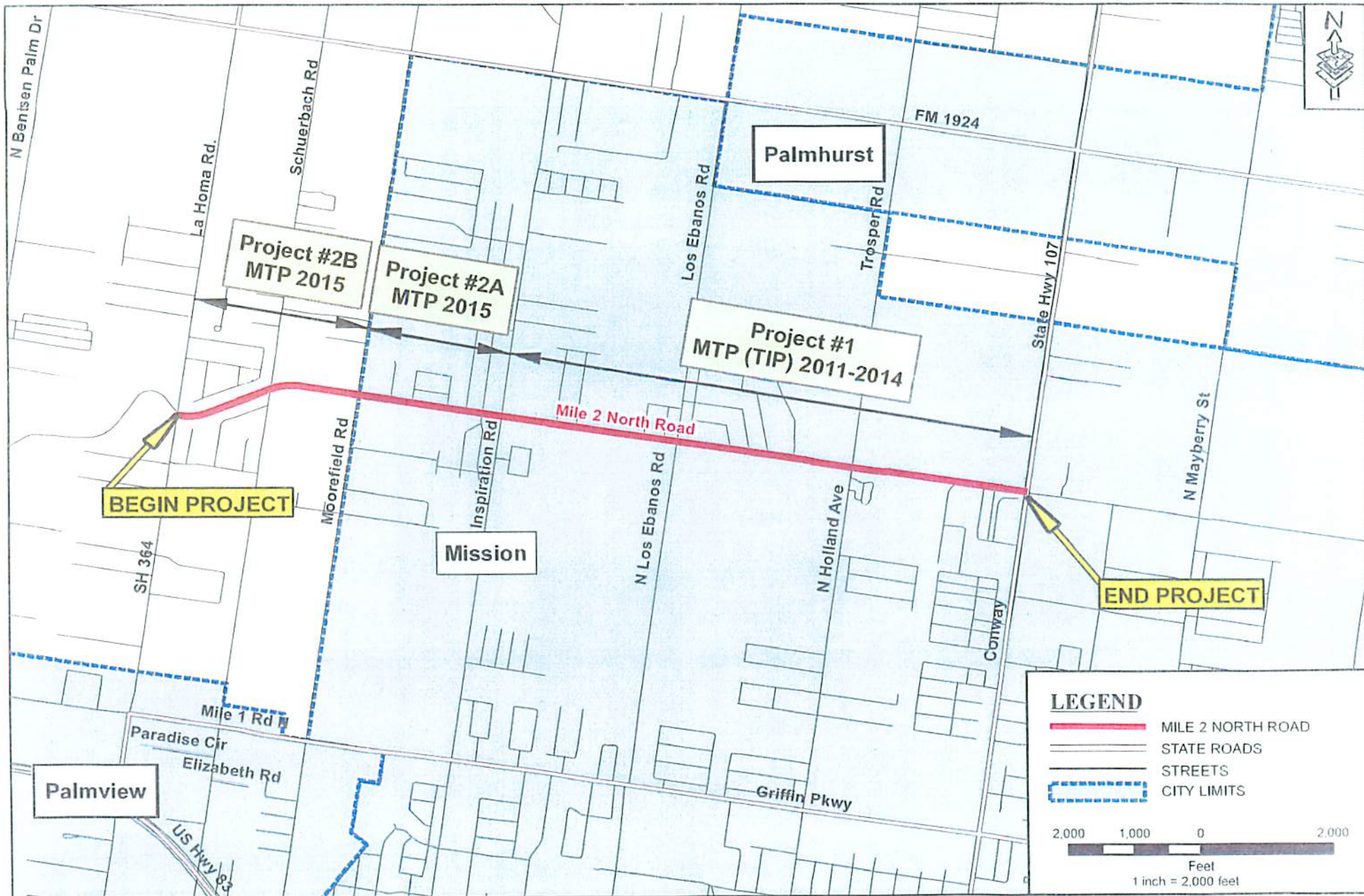


Jacinto Garza, P.E.
President/CEO

Facts Regarding the Development of Mile 2 N. Project

- Mile 2 North from SH 107 (Conway) to SH 364 (La Homa Road) is an important and critical infrastructure corridor within Hidalgo County.
- TxDOT, HCMPO, City of Mission & Hidalgo County have identified the need to widen and reconstruct Mile 2 North from an existing two- lane rural roadway to a four- lane curb & gutter urban facility
- All entities involved have allocated Federal, State, and Local funds to fully fund the acquisition of ROW, adjustment of utilities and construction of the corridor
- Segment of the project from SH 107 to Moorfield road is within the City of Mission jurisdiction, while the segment from Moorfield road to La Homa road lies within the County jurisdiction.
- City of Mission has taken the lead by incurring cost for the development of schematics, preliminary office ROW mapping, Hydrologic map for identification of proposed outfalls, preliminary utility research, the required public involvement and, completion of the environmental document for the entire Corridor.
- City of Mission has also taken the lead by incurring the cost of Plan's Specification's and Estimate (PS&E) for the Section from SH 107 to the Inspiration Road.
- Therefore Hidalgo County Pct. 3 will take the lead by incurring the costs of PS&E associated with the sections from Inspiration road to Moorfield road (Mission City limits) and the section from Morrfield road to La Homa (County limits)

Est. Cost \$349,313.94



**MILE 2 NORTH ROAD
PROJECT LOCATION MAP**
APPROX. LENGTH: 2.5 MILES

PROJECT #1: FROM INSPIRATION RD TO SH 107 (CONWAY)
APPROX. LENGTH: 1.5 MILES
PROJECT #2A: FROM MOOREFIELD RD TO INSPIRATION RD
APPROX. LENGTH: 0.40 MILE
PROJECT #2B: FROM LA HOMA RD TO MOOREFIELD RD
APPROX. LENGTH: 0.60 MILE

DATE: November 15, 2011

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Department of Budget & Management for
Pct. #3 C.O. 2010A&B (1342)

ACCOUNT NUMBER: 1-13XX-XXX-0X-XXX-XXX-0-XXX

2011
Transfer



AI - 29557

CONTACT PERSON: Perla Lopez PHONE: 292-7025 ext. 5419

SUBJECT: **Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with Local Government Code, Chapter 111 Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
1-1315-431-00-123-070-0- 841	TXDOT-FM681 (SH107-FM2221/FM492)-Aid Govt	(1,920,335.00)
1-1315-491-01-000-342-0- 891	Transfers Out-C.O. 2010 A&B	1,920,335.00
TO		
1-1342-391-01-000-315-0- 000	Transfers In-TxDot Projects	1,920,335.00
1-1342-431-00-123-045-0- 711	CO2010A&B-Pct3 La Homa(SH495-FM1924)-ROW	1,920,335.00
<p style="text-align: right;">TOTAL BUDGET INCREASE (DECREASE) Fund 1315</p>		
<p style="text-align: right;">0.00</p>		
<p style="text-align: right;">TOTAL BUDGET INCREASE (DECREASE) Fund 1342</p>		
<p style="text-align: right;">1,920,335.00</p>		

REASON: Transfer funds to original source. Funding is no longer needed since TxDot's funds are available for reimbursement to Hidalgo County for the cost of right of way and compensable utilities. TxDot's funds were available as of September 2011.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

_____/_____/_____
DATE

ATTEST COUNTY CLERK

AI-29552

18. E.

CC REGULAR

Meeting Date: 11/15/2011

Submitted For: Pct #4 - Drainage Impr. Proj. **Submitted By:** Manuel Chapa, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct #4 Drainage Improvement Project (1200):

1. Approval of Certification of Revenues as certified by the County Auditor for Pct. #4 Drainage Improvement Project Labor Reimbursements.

2. Approval of 2011 appropriation of funds into Precinct #4 Drainage Improvement Project (program 036) in the amount of \$93,048.66 (Labor Reimbursements - July & August 2011).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011

ACCT. #: 1-1200-431-00-124-036-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Approval of 2011 appropriation of funds in the amount of \$93,048.66 into Pct #4 Drainage Improvement Project (Labor Reimbursements - July & August 2011)

Revenue account# 1-1200-360-00-124-002-0-000 R&B Pct. #4 - Misc Drain Reimb. - Revenues

Attachments

Appropriation
cert of revenues

Form Review

Inbox	Reviewed By	Date
Manuel Chapa (Originator)	Manuel Chapa	11/08/2011 08:21 AM
Budget & Management	Merlen P. Munoz	11/08/2011 08:27 AM
Roland Garcia	Rolando Garcia	11/09/2011 02:30 PM
Purchasing Department	Angela Garcia	11/10/2011 04:42 PM
Form Started By: Manuel Chapa		Started On: 11/07/2011
	Final Approval Date: 11/10/2011	

DATE: November 8, 2011

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Dept. of Budget & Mgmt. for - Pct# 4
Drainage Improvement Project

ACCOUNT NUMBER: 1-1200-431-00-124-036-0-XXX

Contact Person: Manuel Chapa Ph#: (956) 292-7025 Ext. 5760

2011
Appropriation

AI# 29552



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
1-1200-431-00-124-036-0-113	Pct 4 Drain Imprv Prj Reg F/T Employees	74,247.58
1-1200-431-00-124-036-0-211	Pct 4 Drain Imprv Prj Health Insurance	5,651.31
1-1200-431-00-124-036-0-212	Pct 4 Drain Imprv Prj Life Insurance	45.56
1-1200-431-00-124-036-0-220	Pct 4 Drain Imprv Prj FICA	5,604.94
1-1200-431-00-124-036-0-230	Pct 4 Drain Imprv Prj Retirement	7,127.85
1-1200-431-00-124-036-0-250	Pct 4 Drain Imprv Prj Unemployment Comp	371.42
1-1200-360-00-124-002-0-000	R&B Pct 4 - Misc Drain Reimb - Revenues	93,048.66
TOTAL BUDGET INCREASE (DECREASE)		\$ -

REASON: Appropriation of funds for Pct 4 Drainage Improvement Project - Labor Reimbursements July and August 2011 (PP #13-17)

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

November 9, 2011

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

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.07075 SPECIAL BUDGET FOR REVENUE RECEIVED AFTER START OF FISCAL YEAR:

The county auditor shall certify to the commissioners court the receipt of revenue from a new source not anticipated before the adoption of the budget and not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue for general purposes or for any of its intended purposes.

I, Ray Eufrazio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the revenue from drainage labor reimbursements in the amount of \$93,048.66 for Precinct No. 4. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:

Raymundo Eufrazio, CPA
Hidalgo County Auditor

Date



HIDALGO COUNTY DISTRICT JUDGES

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

AI-29562

18. F.

CC REGULAR

Meeting Date: 11/15/2011

Submitted By: Sylvia Solis, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

County Clerk (1100):

1. Approval to rescind action taken on 10/12/2010 (AI #23334) in reference to the following position:

Action	Slot No.	Dept. Name/No.	Current Position Title	Current Grade	Proposed Position Title	Proposed Grade	No. of Positions
Reclassification	0009	Co. Clerk (180-001)	Executive Assistant I	11	Executive Assistant II	13	1

2. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011

ACCT. #: 1-1100-415-40-180-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

No Budgetary Impact. (Cost Savings)

Attachments

Revised salary schedule backup

Form Review

Inbox	Reviewed By	Date
Sylvia Solis (Originator)	Sylvia Solis	11/09/2011 04:10 PM
Budget & Management	Merlen P. Munoz	11/09/2011 04:14 PM
Rosalinda Cantu	Rosie Cantu	11/09/2011 05:08 PM
Purchasing Department	Angela Garcia	11/10/2011 04:42 PM
Form Started By: Sylvia Solis		Started On: 11/07/2011 03:34 PM
	Final Approval Date: 11/10/2011	

**HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE**

1-1100-415-40-180-001-0

AI - 29562

COUNTY CLERK

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	111	COUNTY CLERK				\$87,360.00	\$87,360.00	\$0.00	\$0.00	\$0.00	\$8,000.00	\$0.00	\$95,360.00
0002	113	CHIEF DEPUTY II	19	1	\$74,182.00	\$74,182.00	\$74,182.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$74,782.00
0003	113	OFFICE MANAGER	17	1	\$63,599.00	\$63,599.00	\$63,599.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$63,599.00
0004	113	COURTS MANAGER	13	3	\$50,019.00	\$50,019.00	\$50,019.00	\$1,740.00	\$0.00	\$0.00	\$0.00	\$0.00	\$51,759.00
0005	113	INTERNAL AUDITOR III	13	3	\$50,019.00	\$50,019.00	\$50,554.00	\$780.00	\$0.00	\$0.00	\$0.00	\$0.00	\$51,334.00
0006	113	COLLECTIONS SUPERVISOR	13	1	\$46,747.00	\$46,747.00	\$46,747.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46,747.00
0008	113	ADMINISTRATIVE ASSISTANT III	8	1	\$31,815.00	\$31,815.00	\$31,815.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,815.00
			11	0	\$38,074.00	\$38,074.00							
0009	113	EXECUTIVE ASSISTANT II	13	1	\$46,747.00	\$46,747.00	\$39,493.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,493.00
0010	113	DEPUTY COUNTY CLERK III	9	4	\$37,969.00	\$37,969.00	\$37,969.00	\$1,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,769.00
0012	113	DEPUTY COUNTY CLERK II	7	6	\$34,613.00	\$34,613.00	\$34,613.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,913.00
0013	113	DEPUTY COUNTY CLERK II	7	6	\$34,613.00	\$34,613.00	\$34,613.00	\$900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35,513.00
0014	113	DEPUTY COUNTY CLERK II	7	6	\$34,613.00	\$34,613.00	\$34,971.00	\$660.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35,631.00
0015	113	DEPUTY COUNTY CLERK III	9	1	\$34,360.00	\$34,360.00	\$34,748.00	\$1,260.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,008.00
0016	113	DEPUTY COUNTY CLERK II	7	1	\$29,458.00	\$29,458.00	\$29,458.00	\$720.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,178.00
0017	113	DEPUTY COUNTY CLERK II	7	2	\$30,489.00	\$30,489.00	\$30,489.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,489.00
0018	113	COLLECTIONS ENFORCEMENT OFFICER II	7	2	\$30,489.00	\$30,489.00	\$30,489.00	\$420.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,909.00
0019	113	COLLECTIONS ENFORCEMENT OFFICER II	7	2	\$30,489.00	\$30,489.00	\$30,489.00	\$480.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,969.00
0020	113	COLLECTIONS ENFORCEMENT OFFICER II	7	2	\$30,489.00	\$30,489.00	\$30,489.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,489.00
0021	113	COLLECTIONS ENFORCEMENT OFFICER II	7	2	\$30,489.00	\$30,489.00	\$30,489.00	\$540.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,029.00
0022	113	COLLECTIONS ENFORCEMENT OFFICER II	7	2	\$30,489.00	\$30,489.00	\$30,489.00	\$660.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,149.00
0023	113	COLLECTIONS ENFORCEMENT OFFICER II	7	0	\$27,985.00	\$27,985.00	\$27,985.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,985.00
0024	113	COLLECTIONS ENFORCEMENT OFFICER II	7	2	\$30,489.00	\$30,489.00	\$30,489.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,489.00
0025	113	DEPUTY COUNTY CLERK I	5	5	\$28,792.00	\$28,792.00	\$29,012.00	\$480.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,492.00

**HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE**

1-1100-415-40-180-001-0

AI - 29562

COUNTY CLERK

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	
0051	113	DEPUTY COUNTY CLERK I	5	0	\$23,993.00	\$23,993.00	\$23,993.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,993.00
0052	113	DEPUTY COUNTY CLERK I	5	0	\$23,993.00	\$23,993.00	\$23,993.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,993.00
0053	113	DEPUTY COUNTY CLERK I	5	3	\$27,024.00	\$27,024.00	\$27,024.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,324.00
0054	113	DEPUTY COUNTY CLERK I	5	1	\$25,256.00	\$25,256.00	\$25,256.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,256.00
0055	113	DEPUTY COUNTY CLERK I	5	3	\$27,024.00	\$27,024.00	\$27,024.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,024.00
0056	113	DEPUTY COUNTY CLERK I	5	3	\$27,024.00	\$27,024.00	\$27,024.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,024.00
0057	113	DEPUTY COUNTY CLERK I	5	1	\$25,256.00	\$25,256.00	\$25,256.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,256.00
0058	113	DEPUTY COUNTY CLERK I	5	3	\$27,024.00	\$27,024.00	\$27,024.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,024.00
0059	113	DEPUTY COUNTY CLERK I	5	3	\$27,024.00	\$27,024.00	\$27,024.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,024.00
0060	113	DEPUTY COUNTY CLERK I	5	3	\$27,024.00	\$27,024.00	\$27,024.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,024.00
0061	113	DEPUTY COUNTY CLERK I	5	0	\$23,993.00	\$23,993.00	\$23,993.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,993.00
0062	114	ASSISTANT DEPUTY COUNTY CLERK	3	3	\$23,169.00	\$23,169.00	\$23,169.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,169.00
0063	114	ASSISTANT DEPUTY COUNTY CLERK	3	1	\$21,653.00	\$21,653.00	\$21,653.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,653.00
0064	114	ASSISTANT DEPUTY COUNTY CLERK	3	1	\$21,653.00	\$21,653.00	\$21,653.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,653.00
0065	114	ASSISTANT DEPUTY COUNTY CLERK	3	2	\$22,411.00	\$22,411.00	\$22,411.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,411.00
0066	114	ASSISTANT DEPUTY COUNTY CLERK	3	1	\$21,653.00	\$21,653.00	\$21,653.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,653.00
0067	114	ASSISTANT DEPUTY COUNTY CLERK	3	2	\$22,411.00	\$22,411.00	\$22,411.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,411.00
0068	113	COLLECTIONS ANALYST	12	2	\$44,799.00	\$44,799.00	\$44,799.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45,099.00
0069	113	COLLECTIONS ENFORCEMENT OFFICER II	7	0	\$27,985.00	\$27,985.00	\$27,985.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,985.00
					\$1,949,047.00	\$1,880,056.00	\$15,660.00	\$0.00	\$0.00	\$8,000.00	\$29,562.00	\$1,903,716.00	\$0.00

Approval to rescind action taken on 10/12/2010 (AI #23334) in reference to the above highlighted position.
Personnel action pending CC approval.

AI-23334

24. B. 1.

CC REGULAR

Meeting Date: 10/12/2010

Submitted For: Co Clerk's Office

Submitted By: Rosie Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Deletions/ Reclassifications:

- a. Approval to delete/ reclassify the following full time position(s) in the Classification and Compensation Plan (Position Inventory) , effective 10/25/10, as per the Hidalgo County Personnel Handbook. Reviewed and recommended by the Classification Committee.

Action	Slot No.	Dept Name/ No.	Current Position Title	Current Grade Level	Proposed Position Title	Proposed/ Recommended Grade Level	No. of Positions
Deletion	007	Co. Clerk 180-001	Public Information Specialist	8	N/A	N/A	1
Reclassification	009	Co. Clerk 180-001	Executive Assistant I	11	Executive Assistant II	13	1

- b. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: 0-1100-415-40-180-001-0-XXX

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

BUDGETARY IMPACT:

FUNDS AVAILABLE FROM DELETED PUBLIC INFORMATION SPECIALIST POSITION.

Attachments

FISCAL NOTE

REVISED SALARY SCHEDULE

DELETION- BACKUP

RECLASSIFICATION BACKUP

Form Review

Inbox	Reviewed By	Date
Rosalinda Cantu (Originator)	Rosie Cantu	10/05/2010 03:22 PM
Budget & Management	Sylvia Solis	10/06/2010 08:40 AM
Rosalinda Cantu (Originator)	Rosie Cantu	10/07/2010 03:06 PM
Budget & Management	Sylvia Solis	10/07/2010 03:27 PM

Sylvia Solis

Sylvia Solis

10/08/2010 02:45 PM

Rosalinda Cantu (Originator)

Rosie Cantu

10/08/2010 02:49 PM

Auditor's Office

Angela Garcia

10/08/2010 03:56 PM

Form Started By: Rosie Cantu

Started On: 10/05/2010 12:00 PM

Final Approval Date: 10/08/2010



HIDALGO COUNTY
CLASSIFICATION COMMITTEE
RECOMMENDATION FORM

DEPARTMENT NAME: CO CLERK'S OFFICE

DATE: 10/04/2010

DEPARTMENT NUMBER: 180

PROGRAM NUMBER: 001

CURRENT SLOT #: 009

NO. OF POSITIONS: 1

DEPARTMENT CLASSIFICATION REQUEST - RECLASSIFICATION

CURRENT

EXECUTIVE ASSISTANT I

\$39,493.00 G11 S0

Classification/Position Title

Pay Grade/Salary

REQUESTED GRADE/TITLE:

EXECUTIVE ASSISTANT II

\$46,747.00 G13 S1

Classification/Position Title

Pay Grade/Salary

COMMITTEE RECOMMENDATION

Executive Assistant II

\$46,747.00 G13 S1

Classification/Position Title

Pay Grade/Salary

COMMENTS:

AFFECTED NO. OF POSITIONS- 1

SIGNATURES

Human Resources Representative

Date

10.04.10

County Treasurer Representative

Date

10/04/10

Budget & Management Representative

Date

10/04/10

HIDALGO COUNTY
DBM



HIDALGO COUNTY Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HIDALGO COUNTY CLERKS OFFICE

DATE: AUGUST 11, 2010

CURRENT POSITION TITLE: EXECUTIVE ASSISTANT II

CURRENT SLOT. #: 001-0009

REQUESTED POSITION TITLE: EXECUTIVE ASSISTANT II
(For new positions or reclassifications)

REQUEST FOR:

New Position Temporary Position Position Reclassification* Other _____

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

POSITION SALARY REQUEST:

Salary Amount: \$ 39,493.00 *Grade 11 Step D* 46,747.00 *Grade 13 Step 1* 7,254.00
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 FUNDED FROM DELETED POSITION / 001-0007 PUBLIC INFORMATION OFFICER

POSITION Type:

Full Time Employee Part Time Employee _____
Object 113 Object 114 Enter hourly rate for temp. positions
Full Time Temporary Part Time Temporary \$ _____
Object 121 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 FLSA: Exempt
 Non-Exempt Non-Exempt
 N/A *W/pc*

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)
EMPLOYEE GIVEN ADDITIONAL RESPONSIBILITIES AND DUTIES FROM DELETED POSITION

HIDALGO COUNTY BUDGET OFFICE
AUG 11 AM 9 52

NEW POSITION: Brief job description and attach a copy of the new job description.
(SEE ATTACHED)

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


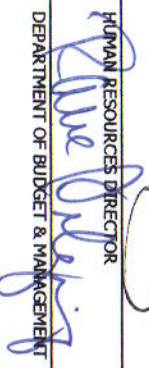
ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

HIDALGO COUNTY
BUDGET OFFICE
12 AUG 12 AM 8 52

1.		DATE	8/11/10	FUNDING AVAILABLE IN DEPT. BUDGET	<input type="checkbox"/> YES	<input type="checkbox"/> NO
2.	HUMAN RESOURCES DIRECTOR	DATE		PERSONNEL PROCEDURES COMPLETED	<input type="checkbox"/> YES	<input type="checkbox"/> NO
3.		DATE	10/05/10	BUDGET PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
4.	COMMISSIONERS COURT APPROVAL	DATE				

EXECUTIVE ASSISTANT I

O/P/D

GRADE: 11

GENERAL DESCRIPTION

Performs advanced (senior-level) professional assistance work for an executive; Work involves coordinating or overseeing high-level administrative operations of the County or department. May assign and/or supervise the work of others; Works under limited supervision with considerable latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Develops administrative procedures, standards, and methods

Prepares technical aspects of manuals and publications

Oversees the review and evaluation of work content for the purpose of developing effective administrative practices and formulating policies that may contribute to the improvement of public services provided by the County

Coordinates work with other governmental agencies and private organizations

Advises the County's executive on administrative matters within the County

Provides technical administrative assistance to the County executive

Assists in planning, preparing, or overseeing the preparation of reports

May assist the executive with general human resource management actions

May assist in budget preparation

May assign and/or supervise the work of others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

One (1) year related experience. Graduation from an accredited four-year college or university with major course work in business administration or a related field is generally preferred. Two (2) years of experience may be substituted for one (1) year of education.

Knowledge, Skills, and Abilities

Knowledge of accepted business practices and procedures involved in providing services and of applicable rules, regulations, and policies, as well as related legislative and legal practices and procedures

Ability to communicate effectively, and to handle high level administrative issues, to assign and/or supervise the work of others

Ability to analyze and solve work related problems

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

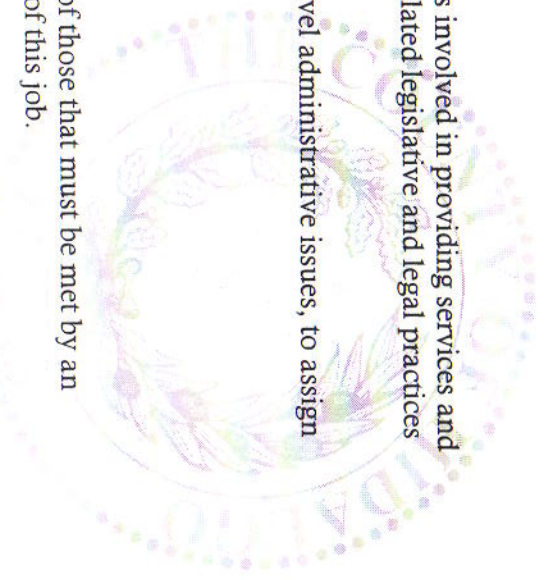
SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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



Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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



EXECUTIVE ASSISTANT II

New

GRADE: 13

GENERAL DESCRIPTION

Performs highly advanced (senior-level) professional assistance work for an executive; Work involves coordinating or overseeing high level administrative operations of the County or department. May plan, assign, and/or supervise the work of others; Works under minimal supervision with extensive latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

- Provides administrative and technical assistance to a County executive
- Plans, prepares, or oversees the preparation of periodic and special reports
- Interprets policies and procedures and makes administrative decisions
- Develops administrative procedures, standards, and methods
- Oversees the preparation of manuals and publications
- Oversees the review and evaluation of work content for the purpose of developing effective administrative practices and formulating policies that may contribute to the improvement of public services provided by the County
- Coordinates work with other governmental agencies and private organizations
- Advises the County's executive on administrative matters within the department or county
- May assist the executive with general human resource management actions
- May assist in budget preparation
- May plan, assign, and/or supervise the work of others
- May plan and coordinate special and administrative assignments and programs
- Performs related work as assigned

HIDALGO COUNTY
BUDGET OFFICE
AUG 12 PM 9 52

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Three (3) years related experience. Graduation from an accredited four-year college or university with major course work in business administration or a related field is generally preferred. Two (2) years of experience may be substituted for one (1) year of education.

Knowledge, Skills, and Abilities

Knowledge of accepted business practices and procedures involved in providing services and of applicable rules, regulations, and policies, as well as related legislative and legal practices and procedures

Ability to communicate effectively, and to handle high level administrative issues, to assign and/or supervise the work of others

Ability to analyze and solve work related problems

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

HIDALGO COUNTY
BUDGET OFFICE
AUG 12 9 52 AM

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
BUDGET OFFICE
10 AUG 12 PM 9 52

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, October 12, 2010

REVISED 10/07/10

Agenda Item: **23334**

Summary of request/proposal:

- (1) Approval to delete one full time Public Information Specialist position, slot no. 007, Grade level 8.
- (2) Approval to reclassify one full time Executive Assistant I position, slot no. 009, Grade level 11 to Executive Assistant II, Grade level 13 in the Classification and Compensation Plan (Job Description Index), effective 10/25/10. Reviewed and recommended by the Classification Committee.

Fund	Current Position Title	Slot#	Obj	G	S	Proposed Position Title	Slot#	Obj	G	S	Current	Proposed	Total
											Step & Grade Salary	Step & Grade Salary	Adjustment/ Salary Requested
1100	Public Information Specialist	0007	113	8	1	N/A	N/A	-	-	-	\$31,815.00	\$0.00	(\$31,815.00)
1100	Executive Assistant I	0009	113	11	1	Executive Assistant II	0009	113	13	1	\$39,493.00	\$46,747.00	\$7,254.00
TOTAL:													(\$24,561.00)

Budgetary Impact:

INCREASE/DECREASE	ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
	0-1100-415-40-180-001-0-	CO. CLERK'S- REG F/T EMPLOYEES	(\$4,705.17)
	0-1100-415-40-180-001-0-	CO. CLERK'S- HEALTH INSURANCE	(\$518.57)
	0-1100-415-40-180-001-0-	CO. CLERK'S- LIFE INSURANCE	(\$5.17)
	0-1100-415-40-180-001-0-	CO. CLERK'S- FICA	(\$359.95)
	0-1100-415-40-180-001-0-	CO. CLERK'S- RETIREMENT	(\$447.93)
	0-1100-415-40-180-001-0-	CO. CLERK'S- UNEMPLOYMENT COMP	(\$23.53)
	0-1100-415-40-180-001-0-	CO. CLERK'S- WORKER'S COMP	\$0.00
2010 Budgetary Impact			(\$6,060.32)

2011 Budgetary Impact: (\$31,634.90)

Possible Funding Sources:

FUNDS FROM DELETED POSITION

Budget Office Recommendation:

**HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE**

0-1100-415-40-180-001-0

COUNTY CLERK

AI- 23334

REVISED 10/07/10

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	111	COUNTY CLERK				87,360.00	87,360.00	0.00	0.00	0.00	8,000.00	0.00	95,360.00
0002	113	CHIEF DEPUTY				68,729.00	68,729.00	540.00	0.00	0.00	0.00	0.00	69,269.00
0003	113	OFFICE MANAGER				60,211.00	60,211.00	0.00	0.00	0.00	0.00	0.00	60,211.00
0004	113	COURTS MANAGER	13	3	50,019.00	50,019.00	50,019.00	1,680.00	0.00	0.00	0.00	0.00	51,699.00
0005	113	INTERNAL AUDITOR III	13	3	50,019.00	50,019.00	50,554.00	720.00	0.00	0.00	0.00	0.00	51,274.00
0006	113	COLLECTIONS SUPERVISOR	13	1	46,747.00	46,747.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		DELETION OF POSITION ↓ ↓											
0007	113	PUBLIC INFORMATION SPECIALIST	8	1	31,815.00	31,815.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0008	113	ADMINISTRATIVE ASSISTANT III	8	1	31,815.00	31,815.00	31,815.00	0.00	0.00	0.00	0.00	0.00	31,815.00
		RECLASSIFICATION OF POSITION ↓ ↓											
0009	113	EXECUTIVE ASSISTANT I	13	1	46,747.00	46,747.00	39,493.00	0.00	0.00	0.00	0.00	0.00	39,493.00
0010	113	DEPUTY COUNTY CLERK III	9	4	37,969.00	37,969.00	37,969.00	1,740.00	0.00	0.00	0.00	0.00	39,709.00
0012	113	DEPUTY COUNTY CLERK II	7	6	34,613.00	34,613.00	34,613.00	0.00	0.00	0.00	0.00	0.00	34,613.00
0013	113	DEPUTY COUNTY CLERK II	7	6	34,613.00	34,613.00	34,613.00	840.00	0.00	0.00	0.00	0.00	35,453.00
0014	113	DEPUTY COUNTY CLERK II	7	6	34,613.00	34,613.00	34,971.00	600.00	0.00	0.00	0.00	0.00	35,571.00
0015	113	DEPUTY COUNTY CLERK III	9	1	34,360.00	34,360.00	34,748.00	1,200.00	0.00	0.00	0.00	0.00	35,948.00
0016	113	DEPUTY COUNTY CLERK II	7	1	29,458.00	29,458.00	29,458.00	660.00	0.00	0.00	0.00	0.00	30,118.00
0017	113	DEPUTY COUNTY CLERK II	7	2	30,489.00	30,489.00	30,489.00	0.00	0.00	0.00	0.00	0.00	30,489.00
0018	113	COLLECTIONS SPECIALIST II	7	2	30,489.00	30,489.00	30,489.00	360.00	0.00	0.00	0.00	0.00	30,849.00
0019	113	COLLECTIONS SPECIALIST II	7	2	30,489.00	30,489.00	30,489.00	420.00	0.00	0.00	0.00	0.00	30,909.00
0020	113	COLLECTIONS SPECIALIST II	7	2	30,489.00	30,489.00	30,489.00	0.00	0.00	0.00	0.00	0.00	30,489.00
0021	113	COLLECTIONS SPECIALIST II	7	2	30,489.00	30,489.00	30,489.00	480.00	0.00	0.00	0.00	0.00	30,969.00
0022	113	COLLECTIONS SPECIALIST II	7	2	30,489.00	30,489.00	30,489.00	600.00	0.00	0.00	0.00	0.00	31,089.00
0023	113	COLLECTIONS SPECIALIST II	7	2	30,489.00	30,489.00	30,489.00	540.00	0.00	0.00	0.00	0.00	31,029.00
0024	113	COLLECTIONS SPECIALIST II	7	2	30,489.00	30,489.00	30,489.00	0.00	0.00	0.00	0.00	0.00	30,489.00
0025	113	DEPUTY COUNTY CLERK I	5	5	28,792.00	28,792.00	29,012.00	420.00	0.00	0.00	0.00	0.00	29,432.00

**HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE**

0-1100-415-40-180-001-0

COUNTY CLERK

AI- 23334

REVISED 10/07/10

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0055	113	DEPUTY COUNTY CLERK I	5	3	27,024.00	27,024.00	27,024.00	0.00	0.00	0.00	0.00	0.00	27,024.00
0056	113	DEPUTY COUNTY CLERK I	5	3	27,024.00	27,024.00	27,024.00	0.00	0.00	0.00	0.00	0.00	27,024.00
0057	113	DEPUTY COUNTY CLERK I	5	3	27,024.00	27,024.00	27,024.00	0.00	0.00	0.00	0.00	0.00	27,024.00
0058	113	DEPUTY COUNTY CLERK I	5	3	27,024.00	27,024.00	27,024.00	0.00	0.00	0.00	0.00	0.00	27,024.00
0059	113	DEPUTY COUNTY CLERK I	5	3	27,024.00	27,024.00	27,024.00	0.00	0.00	0.00	0.00	0.00	27,024.00
0060	113	DEPUTY COUNTY CLERK I	5	3	27,024.00	27,024.00	27,024.00	0.00	0.00	0.00	0.00	0.00	27,024.00
0061	113	DEPUTY COUNTY CLERK I	5	3	27,024.00	27,024.00	27,024.00	0.00	0.00	0.00	0.00	0.00	27,024.00
0062	114	ASSISTANT DEPUTY COUNTY CLERK	3	3	23,169.00	23,169.00	23,169.00	0.00	0.00	0.00	0.00	0.00	23,169.00
0063	114	ASSISTANT DEPUTY COUNTY CLERK	3	1	21,653.00	21,653.00	21,653.00	0.00	0.00	0.00	0.00	0.00	21,653.00
0064	114	ASSISTANT DEPUTY COUNTY CLERK	3	1	21,653.00	21,653.00	21,653.00	0.00	0.00	0.00	0.00	0.00	21,653.00
0065	114	ASSISTANT DEPUTY COUNTY CLERK	3	0	20,570.00	20,570.00	20,800.00	0.00	0.00	0.00	0.00	0.00	20,800.00
0066	114	ASSISTANT DEPUTY COUNTY CLERK	3	1	21,653.00	21,653.00	21,653.00	0.00	0.00	0.00	0.00	0.00	21,653.00
0067	114	ASSISTANT DEPUTY COUNTY CLERK	3	2	22,411.00	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0068	113	COLLECTIONS ANALYST	12	2	44,799.00	44,799.00	44,799.00	0.00	0.00	0.00	0.00	0.00	44,799.00
Total					1,851,355.00	2,067,655.00	1,975,984.00	13,560.00	0.00	0.00	8,000.00	0.00	2,037,037.00

(1) Approval to delete one full time Public Information Specialist position, slot no. 007, Grade level 8.

(2) Approval to reclassify one full time Executive Assistant I position, slot no. 009, Grade level 11 to Executive Assistant II, Grade level 13 in the Classification and Compensation Plan (Job Description Index) , effective 10/25/10. Reviewed and recommended by the Classification Committee.

AI-29656

18. G.

CC REGULAR

Meeting Date: 11/15/2011

Submitted By: Angela Garcia, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Status update on Operation Clean Slate - Phase I Online Payment.
2. Discussion, consideration and approval of Operation Clean Slate - Phase II

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/10/2011 11:47 AM
Purchasing Department	Angela Garcia	11/10/2011 04:42 PM
Form Started By: Angela Garcia		Started On: 11/10/2011 11:31 AM
	Final Approval Date: 11/10/2011	

AI-29633

18. H.

CC REGULAR

Meeting Date: 11/15/2011

Submitted By: Rolando Garcia, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Discussion regarding the Scofflaw Program, implementation procedures, and designation of fees.

2. Discussion, consideration, and approval of the Texas Department of Transportation Service Agreement for the purchase of Texas Motor Vehicle Title and Registration information.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011

ACCT. #: 1-1100-415-00-115-002-0-899

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Escrow account funding will be isolated from the county wide contingency account.

Attachments

Fee Analysis

Legislative Fiscal Note

Transportation Code 502.008

Transportation Code 502.185

Transportation Code 702.003

Service Purchase Agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/09/2011 02:46 PM
Olga Garza	Olga Garza	11/09/2011 04:55 PM
Purchasing Department	Angela Garcia	11/10/2011 04:42 PM
Form Started By: Rolando Garcia		Started On: 11/09/2011 02:13 PM
	Final Approval Date: 11/10/2011	

BILL ANALYSIS

Senate Research Center

S.B. 1386
By: Lucio
Transportation & Homeland Security
8/25/2011
Enrolled

AUTHOR'S / SPONSOR'S STATEMENT OF INTENT

Under current statute a county assessor-collector may refuse to register a motor vehicle if the owner owes the county money for a fine, fee, or tax that is past due.

S.B. 1386 amends the Transportation Code to include failure to appear in connection with traffic citations as a reason for which an assessor-collector may refuse to register a motor vehicle. Additionally, a county may contract with the county assessor-collector to provide information to the Texas Department of Motor Vehicles (TxDMV) to make a determination on registration refusal. A fee of \$20 may be imposed to reimburse TxDMV or the county assessor-collector for expenses related to this act.

S.B. 1386 amends current law relating to the refusal to register motor vehicles by a county assessor-collector or the Texas Department of Motor Vehicles.

RULEMAKING AUTHORITY

This bill does not expressly grant any additional rulemaking authority to a state officer, institution, or agency.

SECTION BY SECTION ANALYSIS

SECTION 1. Amends Section 502.185, Transportation Code, by amending Subsections (a) and (f) and adding Subsection (f-1), as follows:

(a) Authorizes a county assessor-collector or the Texas Department of Motor Vehicles (TxDMV) to refuse to register a motor vehicle if the assessor-collector or TxDMV receives information that the owner of the vehicle:

(1) owes the county money for a fine, fee, or tax that is past due; or

(2) failed to appear in connection with a complaint, citation, information, or indictment in a court in the county in which a criminal proceeding is pending against the owner.

(f) Authorizes a county that has a contract under Subsection (b) to impose an additional fee of \$20 to:

(1) a person who fails to pay a fine, fee, or tax to the county by the date on which the fine, fee, or tax is due; or

(2) a person who fails to appear in connection with a complaint, citation, information, or indictment in a court in the county in which a criminal proceeding is pending against the owner.

(f-1) Creates this subsection from existing text. Authorizes the additional fee to be used only to reimburse TxDMV or the county assessor-collector for its expenses for providing services under the contract, or another county department for expenses related to services under the contract.

SECTION 2. Amends Section 702.003, Transportation Code, by amending Subsections (b) and (c) and adding Subsection (e-1), as follows:

(b) Authorizes a municipality to contract with a county in which the municipality is located or TxDMV to provide information to the county assessor-collector or TxDMV necessary to make a determination under Subsection (a).

(c) Makes a conforming change.

(e-1) Authorizes a municipality that has a contract under Subsection (b) to impose an additional \$20 fee to a person who has an outstanding warrant from the municipality for failure to appear or failure to pay a fine on a complaint that involves the violation of a traffic law. Authorizes the additional fee to be used only to reimburse TxDMV or the county assessor-collector for its expenses for providing services under the contract, or another county department for expenses related to services under the contract.

SECTION 3. Makes application of this Act prospective.

SECTION 4. Effective date: September 1, 2011.

LEGISLATIVE BUDGET BOARD

Austin, Texas

FISCAL NOTE, 82ND LEGISLATIVE REGULAR SESSION

May 20, 2011

TO: Honorable David Dewhurst, Lieutenant Governor, Senate

FROM: John S O'Brien, Director, Legislative Budget Board

IN RE: SB1386 by Lucio (Relating to the refusal to register motor vehicles by a county assessor-collector or the Texas Department of Motor Vehicles.), **As Passed 2nd House**

No significant fiscal implication to the State is anticipated.

The bill would amend the Transportation Code to authorize a county that has a contract with the Department of Motor Vehicles (DMV) to collect an additional fee of \$20 from a person who fails to pay a fine, fee, or tax to the county on the due date, or who fails to appear regarding a complaint, citation, information, or indictment.

The bill also would authorize a municipality that has a contract with DMV or a county to collect an additional fee of \$20 from a person who has an outstanding warrant with a municipality for failure to appear to a pay a fine on a complaint, citation, information, or indictment for a traffic violation.

Based on the analysis of DMV, it is assumed any costs or duties associated with implementing the provisions of the bill could be absorbed within the agency's existing resources.

Local Government Impact

There would be a revenue gain to a municipality or a county that chooses to impose the additional fee. In addition, the amounts collected would be directed to DMV or the county tax assessor-collector to reimburse the entity for providing services under a contract or another county department. The amounts would vary depending on the number of persons who fail to pay timely or to appear regarding the complaint, citation, information, or indictment and the amounts incurred by DMV, the county tax assessor-collector or another county department.

Source Agencies: 608 Department of Motor Vehicles

LBB Staff: JOB, KJG, TP, TG

Sec. 502.008. RELEASE OF INFORMATION IN VEHICLE REGISTRATION RECORDS. (a) The department or a county may not release to any person information contained in vehicle registration records in response to a telephone inquiry by license number. The department or a county may release information only if the person:

(1) submits in writing a request that:

(A) provides the person's name and address; and

(B) states that the use of the information is for a lawful and legitimate purpose; or

(2) enters into a written service agreement with the department or county to receive the information.

(b) This section does not apply to the release of information to:

(1) a peace officer, as defined in Article 2.12, Code of Criminal Procedure, acting in an official capacity; or

(2) an official of this state or a political subdivision of this state if the official is requesting the information for:

(A) tax purposes; or

(B) the purpose of determining eligibility for a state public assistance program.

(c) The department shall provide a dedicated line to its vehicle registration record database for use by other state agencies. The access to or transmission of information under this subsection does not affect whether the information is subject to disclosure under Chapter 552, Government Code.

(d) This section does not authorize the release of information that is prohibited from disclosure under Chapter 730.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995.
Amended by Acts 1997, 75th Leg., ch. 165, Sec. 30.46(a), eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 1187, Sec. 6, eff. Sept. 1, 1997.

Sec. 502.185. REFUSAL TO REGISTER VEHICLE IN CERTAIN COUNTIES. (a) A county assessor-collector or the department may refuse to register a motor vehicle if the assessor-collector or the department receives information that the owner of the vehicle owes the county money for a fine, fee, or tax that is past due.

(b) A county may contract with the department to provide information to the department necessary to make a determination under Subsection (a).

(c) A county that has a contract under Subsection (b) shall notify the department regarding a person for whom the county assessor-collector or the department has refused to register a motor vehicle on:

(1) the person's payment or other means of discharge of the past due fine, fee, or tax; or

(2) perfection of an appeal of the case contesting payment of the fine, fee, or tax.

(d) After notice is received under Subsection (c), the county assessor-collector or the department may not refuse to register the motor vehicle under Subsection (a).

(e) A contract under Subsection (b) must be entered into in accordance with Chapter 791, Government Code, and is subject to the ability of the parties to provide or pay for the services required under the contract.

(f) A county that has a contract under Subsection (b) may impose an additional fee to a person paying a fine, fee, or tax to the county after it is past due. The additional fee may be used only to reimburse the department for its expenses for providing services under the contract.

(g) In this section:

(1) a fine, fee, or tax is considered past due if it is unpaid 90 or more days after the date it is due; and

(2) registration of a motor vehicle includes renewal of the registration of the vehicle.

(h) This section does not apply to the registration of a motor vehicle under Section 501.0234.

Sec. 702.003. REFUSAL TO REGISTER VEHICLE. (a) A county assessor-collector or the department may refuse to register a motor vehicle if the assessor-collector or the department receives under a contract information from a municipality that the owner of the vehicle has an outstanding warrant from that municipality for failure to appear or failure to pay a fine on a complaint that involves the violation of a traffic law.

(b) A municipality may contract with a county in which the municipality is located or the department to provide information to the county or department necessary to make a determination under Subsection (a).

(c) A municipality that has a contract under Subsection (b) shall notify the county or the department regarding a person for whom the county assessor-collector or the department has refused to register a motor vehicle on:

(1) entry of a judgment against the person and the person's payment to the court of the fine for the violation and of all court costs;

(2) perfection of an appeal of the case for which the arrest warrant was issued; or

(3) dismissal of the charge for which the arrest warrant was issued.

(d) After notice is received under Subsection (c), the county assessor-collector or the department may not refuse to register the motor vehicle under Subsection (a).

(e) A contract under Subsection (b) must be entered into in accordance with Chapter 791, Government Code, and is subject to the ability of the parties to provide or pay for the services required under the contract.

(f) This section does not apply to the registration of a motor vehicle under Section 501.0234.



Texas Department of Transportation

VEHICLE TITLES AND REGISTRATION DIVISION • AUSTIN, TEXAS 78779-0001 • (512) 465-7611

The Texas Department of Transportation, Vehicle Titles and Registration Division (TxDOT), allows individuals or companies to purchase motor vehicle record (MVR) information from the vehicle title and registration (VTR) database under certain conditions. To purchase this information, a purchaser must enter into a written service agreement with the department, in accordance with the provisions of Transportation Code, Section 502.008. Additionally, the federal Driver's Privacy Protection Act (18 U.S.C. §2721) was enacted which governs the release and use of personal data contained in VTR motor vehicle records, and provides for civil and criminal penalties for non-compliance with the law.

Purchasers of motor vehicle title and registration (MVR) information from the VTR database may enter into a written agreement with the department by either:

- 1) Completing the enclosed Request for Texas Motor Vehicle Record Information, Form VTR-275. If this option is chosen, a properly completed Form VTR-275 must be submitted with the applicable payment for the requested information **each time** a request for MVR information is submitted to the department, OR
- 2) Executing the enclosed Service Agreement for Purchase of Texas Motor Vehicle Title and Registration Information to establish an account with the department.

The VTR database contains important, secure personal data concerning vehicle owners, which must be treated in a confidential manner. Therefore, the service contract and Form VTR-275 outline the conditions under which TxDOT may provide MVR information from the VTR database on magnetic tape or via electronic transfer, and stipulates restrictions regarding the use of such information obtained by virtue of the written agreement, either directly or indirectly.

The restrictions apply to all purchasers of the MVR information from the VTR database, and any third parties that may obtain this information from the purchaser, either directly or indirectly. Each purchaser must comply with the provisions of the federal Driver's Privacy Protection Act. Penalties for violating the restrictions specified in the contract will result in immediate cancellation of the purchaser's contract.

In addition to the properly executed service contract, we request that you provide us with the following information on the Account Information Form:

1. The type of account you wish to establish;
2. The account name, address, and name(s) of person(s) responsible for this account. If the address changes, please notify us promptly.
3. The mailing address and name of the person to which the requested MVR information will be mailed, and
4. The business telephone and fax number.

Page Two

In order that the department may provide requested motor vehicle data, without requiring completion of the Request for Texas Motor Vehicle Record, Form VTR-275, the enclosed contract must be executed and returned to the department. Upon proper completion of all requested items and execution, return the service contract to:

Texas Department of Transportation
Vehicle Titles and Registration Division
Attention: Production Data Control Branch
4000 Jackson Avenue
Austin, Texas 78731-6007

If you have questions of a technical nature regarding the data format or related information, please contact the Production Data Control Branch at (512) 465-7531 or (512) 465-7950.

Sincerely,

A handwritten signature in black ink, appearing to read 'RD', with a long horizontal flourish extending to the right.

Rebecca Davio, Ph.D., Director
Vehicle Titles and Registration Division

Attachments

STATE OF TEXAS §

COUNTY OF TRAVIS §

**SERVICE AGREEMENT FOR PURCHASE OF TEXAS MOTOR VEHICLE TITLE
AND REGISTRATION (VTR) INFORMATION**

THIS CONTRACT, is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and

The County of Hidalgo
hereinafter called the "Purchaser."

W I T N E S S E T H

WHEREAS, Transportation Code, Chapter 502, establishes that the State is responsible for administering and retaining Texas motor vehicle title and registration records (MVR's); and

WHEREAS, this contract is made in accordance with the provisions of Transportation Code, Section 502.008; and

WHEREAS, the State is authorized by Title 43, Texas Administrative Code, Section 3.14, to enter into written service agreements with individuals, businesses, and governmental agencies to provide electronic access to vehicle title and registration information; and

WHEREAS, the Purchaser requests from the State authority to purchase motor vehicle title and registration (MVR) information from the VTR database; and

WHEREAS, the Driver's Privacy Protection Act (18 U.S.C. §2721), authorizes the department to disclose personal information contained in the department motor vehicle records only in accordance with that Act; and

WHEREAS, the State will provide requested MVR information from the Texas Motor Vehicle Title and Registration database provided the Purchaser agrees to the terms and conditions of this contract; and

WHEREAS, the Commission adopted Title 43, Texas Administrative Code, Chapter 3, establishing the costs the State may assess a Purchaser of the VTR database.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties do hereby agree as follows:

The State shall provide the Purchaser with requested MVR information from the Texas Motor Vehicle Title and Registration database, under the following conditions:

1. INFORMATION AVAILABLE

The State will only make available information that is authorized to be disclosed by 18 U.S.C. §2721, attached as Attachment "B." MVR information will only be provided to Purchasers who certify that the intended use of the information is for a required or permitted use, as indicated in Attachment "A."

2. CERTIFICATION OF USE

Effective December 1, 2000, the State may release privacy protected personal information contained in motor vehicle records (MVRs), as defined in 18 U.S.C. §2725, only if the Purchaser certifies its intended uses of the information in Attachment "A" to this contract. Certified intended uses include only those uses for which the Purchaser itself will actually employ the information; certified intended uses do not include uses that are speculative or that will be engaged in by persons acquiring the information from the Purchaser. If the Purchaser's intended use of the information is not one of the permitted uses, the State will not release MVR information.

3. RESTRICTIONS

- A. The Purchaser may only use information obtained from MVRs and the VTR database in accordance with 18 U.S.C. §2721 and only for the use or uses certified to in Attachment "A", and
- B. The Purchaser shall not provide motor vehicle registration information to anyone in response to a telephone inquiry by license plate number (REG).
- C. **Resale and redisclosure:** A purchaser obtaining privacy protected personal information from MVRs may only resell or redisclose the privacy protected personal information for a permitted use authorized by law and must maintain records of any entity or person that received the information and the permitted use for which it was obtained. These records must be maintained for a period of not less than five (5) years and must be made available to the State for inspection, upon request.

Any person or entity obtaining privacy protected information from the Purchaser, directly or indirectly, must comply fully with the provisions of the federal Driver's Privacy Protection Act (18 U.S.C. Section 2721). Any violation of the above federal law by a person or entity acquiring privacy protected information from the Purchaser, directly or indirectly, will be considered a breach of this contract by the Purchaser.

The Purchaser shall immediately inform the State if privacy protected personal information provided to the Purchaser is disclosed in violation of the federal Driver's Privacy Protection Act (18 U.S.C. Section 2721). This obligation applies whether the disclosure was by the Purchaser or by a person or entity that acquired privacy protected information from the Purchaser, directly or indirectly.

4. TERM OF CONTRACT

This contract becomes effective upon agreement and execution by both parties. The contract is subject to a continuous annual renewal if all parties are in agreement.

The State reserves the right to amend this contract at any time or to waive any violations of this contract by the Purchaser. The Purchaser may amend its statement of certified uses at any time by submitting a signed statement to that effect.

5. CHARGES

A charge of \$23.00 per computer run, plus \$.12 per vehicle inquiry, will be assessed, as provided for in Title 43, Texas Administrative Code, Chapter 3.

These charges may be:

- A. Prepaid and credited to a non-interest bearing escrow account at the request of the Purchaser ("Prepaid Account"). Service charges will be deducted from the escrow account until the balance of that account reaches the minimum required balance for the Purchaser, as determined by the State and provided herein; or
- B. Paid each time a request for MVR information is submitted to the State ("Pay Upon Request Account"). Upon receipt of a request for MVR information and applicable payment, the State will process and release the requested MVR information to the Purchaser.

6. PAYMENT FOR SERVICES

Payment should be made to the following address:

Texas Department of Transportation
Vehicle Titles and Registration Division
P. O. Box 5020
Austin, Texas 78763-5020

7. ESTABLISHING AN ACCOUNT

A. PREPAID ACCOUNT

If the Purchaser chooses to establish a Prepaid Account, as described in Item 5A, the attached "Account Information" form must be completed. Upon agreement between the Purchaser and the State and payment of applicable fees, as described below, the State shall establish an account in the name of the Purchaser.

(i) DEPOSIT

A deposit of at least \$1000.00 must be maintained in a non-interest bearing escrow account. This initial deposit is to cover estimated service use. The escrow account must be established with the State prior to providing the requested MVR information to the Purchaser. Payment of the deposit shall be made by check or warrant, payable to the "Texas Department of Transportation" and is due upon execution of this contract. The \$1,000.00 minimum balance to be maintained in the escrow account may increase depending on established monthly usage by the Purchaser. The Purchaser may deposit additional funds into the escrow account in excess of the stated minimum balance. When it becomes necessary to increase the Purchaser's escrow account minimum balance, as determined by the State, the Purchaser agrees to pay the sum in increments of \$500.00. This additional funding is payable within fifteen (15) days from receipt of notification from the State.

(ii) **STATEMENT OF BALANCE**

The State will provide a statement to the Purchaser which indicates the remaining balance in the Purchaser's escrow account. A statement will be provided by the State each time requested MVR information is returned to the Purchaser.

(iii) **DELINQUENT ACCOUNT**

If the balance in the non-interest bearing escrow account falls below the \$1,000.00 minimum balance, the State will suspend providing requested MVR information to the Purchaser until such time as a deposit is made by the Purchaser, in an amount sufficient to increase the balance in the escrow account to the \$1,000.00 minimum balance.

B. **PAY UPON REQUEST ACCOUNT**

If the Purchaser chooses to establish a "Pay Upon Request" Account, as described in Item 5B, the attached "Account Information" form must be completed. Upon agreement between the Purchaser and the State, the State shall establish an account in the name of the Purchaser. The applicable payment will be made each time a request for MVR information is submitted to the State by the Purchaser.

8. CONTACT INFORMATION

- A. Technical assistance regarding the information provided may be obtained by contacting the VTR, Production Data Control Branch, at (512) 465-7531 or (512) 465-7950 (Monday through Friday 8:00 AM- 5:00 PM).
- B. Information regarding billings or payments for your account may be obtained by contacting the Texas Department of Transportation, Finance Division, at (512) 936-2726 (Monday through Friday 8:00 AM- 5:00 PM).
- C. Customers with questions or complaints concerning personal solicitation or privacy concerns should be referred to the VTR Customer Help Desk at (512) 465-7611 (Monday through Friday 8:00 AM- 5:00 PM).

9. CHANGE OF STATUS

Termination by Purchaser. The Purchaser may terminate this contract in writing at any time.

Automatic Termination. This contract will automatically terminate if the Purchaser ceases to conduct business, if the Purchaser substantially changes the nature of its business, if the Purchaser sells its business, if there is a significant change in the ownership of the Purchaser, or if the Purchaser dies. The Purchaser, its successor in interest, or its personal representative will immediately notify the State in writing of any change in status that would implicate this paragraph.

Effect of Termination. If the contract is terminated under this section, the State will refund any unused portion of the non-interest bearing escrow account, minus any outstanding balance due the State. The Purchaser's successor in interest will be eligible to apply for and execute a new contract.

10. TERMINATION OR DEFAULT

Termination by State. The State may terminate this contract in writing at any time for any reason.

Termination for Cause. Without limiting the foregoing, the State may immediately terminate this contract, without notice, for any violation of the terms of this contract or for any violation of any state or federal law relating to the information provided by the State under this contract.

Effect of Termination. If the contract is terminated under this section, the State will refund any unused portion of the non-interest bearing escrow account, minus any outstanding balance due the State.

11. COMPLIANCE WITH LAWS

The Purchaser shall comply with all applicable Federal, State, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any matter affecting the performance of this contract. By signing this agreement, the Purchaser certifies that he or she will comply with the provisions of the federal Driver's Privacy Protection Act (18 U.S.C. Section 2721), including, but not limited to, limiting usage to the permissible uses under the Act.

12. AMENDMENTS

Any changes in the terms and conditions of this contract must be enacted by a written amendment, executed by all parties to this contract.

13. LIMITATION OF LIABILITY

The Purchaser shall save harmless the State from any liability which may arise from the Purchaser's remote terminal access to the VTR database, and the State makes no representation or warranty as to use, result, or accuracy of data contained herein.

14. PRIOR CONTRACTS SUPERSEDED

This contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings and/or written agreements between the State and the Purchaser respecting the subject matter described herein.

15. SIGNATORY AUTHORITY

The undersigned for the Purchaser represents and warrants that he/she is an officer of the organization for which he/she has executed this contract and that he/she has the full and complete authority to enter into this contract on behalf of the Purchaser.

IN TESTIMONY HEREOF, the parties to this contract have caused these presents to be executed in duplicate counterparts.

The County of Hidalgo

THE PURCHASER

BY:

 Signature
Ramon Garcia, Hidalgo County Judge
 Name and Title
1615 S. Closner Suite J
 Address
Edinburg, TX 78539
 City, State, and Zip Code

 Date

- () Sole Proprietorship _____
 Social Security Number * or Employer I.D. Number
- () Partnership _____
 Employer I.D. Number or Tax Number *
- () Corporation _____
 Employer I.D. Number or Tax Number *

*** Note:** For record keeping purposes your Social Security Number, Employer I.D., or Tax Number are requested. However, you are not required by law to provide this information and may do so voluntarily.

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

BY:

Rebecca Davio, Ph.D., Director Vehicle Titles and Registration Division

Date

***** PLEASE KEEP A COPY OF THIS CONTRACT *****

ACCOUNT INFORMATION

VEHICLE TITLES AND REGISTRATION DIVISION 4000 JACKSON AVENUE, AUSTIN, TEXAS 78731-6007 PLEASE PRINT OR TYPE		CONTRACT NUMBER <hr/> For Department Use Only
TYPE OF ACCOUNT REQUESTED: <input checked="" type="checkbox"/> "PREPAID" ACCOUNT <input type="checkbox"/> "PAY UPON REQUEST" ACCOUNT		
ACCOUNT NAME : The County of Hidalgo		DATE : _____
BILLING ADDRESS (City, State, Zip Code) : 2818 S. Business Hwy. 281 Edinburg, TX 78539		ATTN : (Name of person responsible for the account): Rey Salazar
MAILING ADDRESS : For Tape Returns (City, State, Zip Code) : 2818 S. Business Hwy. 281 Edinburg, TX 78539		ATTN: (Name) Rey Salazar
BUSINESS TELEPHONE NUMBER : 956-292-7025	BUSINESS FAX NUMBER : 956-292-7035	
ACCOUNT MODIFICATIONS (Check only if applicable)		
<input type="checkbox"/> Business Name Change Only <input type="checkbox"/> Name & Ownership Change <input type="checkbox"/> Ownership Change Only <input type="checkbox"/> Change in Type of Account		
For Department Use Only		
<i>Escrow Amount</i> _____		
<i>Date Agreement Signed</i> _____		
<i>Date Instructions Mailed</i> _____		
<u>Account Terminated/Canceled</u>		<u>Account Number</u>
<i>Non-Payment</i>	<i>User Request</i>	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**ATTACHMENT A:
CERTIFICATION OF USE**

Note: Effective December 1, 2000, the State may release privacy protected personal information contained in motor vehicle records (MVRs), as defined in 18 U.S.C. §2725, only if the Purchaser certifies its intended uses of the information in this Attachment. Certified intended uses include only those uses for which the Purchaser itself will actually employ the information; certified intended uses do not include uses that are speculative or that will be engaged in by persons acquiring the information from the Purchaser.

Please INITIAL (DO NOT CHECK Y) the intended use(s) for which the VTR Database and Weekly Updates are requested, if applicable, and complete the Certification statement on page 2:

PERMITTED USES:

(I) A. For use in connection with any matter of:

- (1) motor vehicle or motor vehicle operator safety;
- (2) motor vehicle theft;
- (3) motor vehicle emissions;
- (4) motor vehicle product alterations, recalls, or advisories;
- (5) performance monitoring of motor vehicles or motor vehicle dealers by a motor vehicle manufacturer; or
- (6) removal of non-owner records from the original owner records of a motor vehicle manufacturer to carry out the purposes of:
 - (a) the Automobile Information Disclosure Act, 15 U.S.C. Section 1231 et seq.;
 - (b) 49 U.S.C. Chapters 301, 305, 323, 325, 327, 329, and 331;
 - (c) the Anti Car Theft Act of 1992, 18 U.S.C. Sections 553, 981, 982, 2119, 2312, 2313, and 2322, 19 U.S.C. Sections 1646b and 1646c, and 42 U.S.C. Section 3750a et seq., all as amended;
 - (d) the Clean Air Act, 42 U.S.C. Section 7401 et seq., as amended; and
 - (e) any other statute or regulation enacted or adopted under or in relation to a law included in Paragraphs (a)-(d).

B. Use will be strictly limited to use by:

- (1) a government agency, including any court or law enforcement agency, in carrying out its functions; or
- (2) a private person or entity acting on behalf of a government agency in carrying out the functions of the agency.

(II) A. Use in connection with a matter of:

- (1) motor vehicle or motor vehicle operator safety;
- (2) motor vehicle theft;
- (3) motor vehicle product alterations, recalls, or advisories;
- (4) performance monitoring of motor vehicles, motor vehicle parts, or motor vehicle dealers;
- (5) motor vehicle market research activities, including survey research; or
- (6) removal of non-owner records from the original owner records of motor vehicle manufacturers;

B. Use in the normal course of business by a legitimate business or an agent, employee, or contractor of the business, but only:

- (1) to verify the accuracy of personal information submitted by the individual to the business or an agent, employee, or contractor of the business; and
- (2) if the information as submitted is not correct or is no longer correct, to obtain the correct information, for the sole purpose of preventing fraud by, pursuing a legal remedy against, or recovering on a debt or security interest against the individual;

C. Use in conjunction:

- With a civil, criminal, administrative, or arbitral proceeding in any court or government agency or before any self-regulatory body, including service of process, investigation in anticipation of litigation, execution or enforcement of a judgment or order, or under an order of any court;

D. Use in:

- Research or in producing statistical reports, but only if the personal information is not published, redisclosed, or used to contact any individual;

- E. Use by:
 An insurer or insurance support organization, or by a self-insured entity, or an agent, employee, or contractor of the entity, in connection with claims investigation activities, antifraud activities, rating, or underwriting;
- F. Use in:
 providing notice to an owner of a towed or impounded vehicle;
- G. Use by:
 A licensed private investigator agency or licensed security service for a purpose permitted under this section;
- H. Use by:
 An employer or an agent or insurer of the employer to obtain or verify information relating to a holder of a commercial driver's license that is required under 49 U.S.C. Chapter 313;
- I. Use in:
 Connection with the operation of a private toll transportation facility;
- J. Use for:
 Any other purpose specifically authorized by law that relates to the operation of a motor vehicle or to public safety. Please cite the specific law:
Texas Transportation Code 502.185- REFUSAL TO REGISTER A VEHICLE IN CERTAIN COUNTIES. Will utilize TxDMV records to request VIN's for denial of vehicle registrations.

CERTIFICATION

I, The County of Hidalgo, the Purchaser, certify that the intended use of the MVR information from the VTR database is requested for the Permitted Use(s) initialed above.

The County of Hidalgo
 (THE PURCHASER)

BY: _____
 (Signature)

Ramon Garcia, Hidalgo County Judge
 (Name and Title)

 (Date)

**ATTACHMENT B:
18 U.S.C. §2721 (PUBLIC LAW 103-322)
FEDERAL DRIVER'S PRIVACY PROTECTION ACT**

**CHAPTER 123 -- PROHIBITION ON RELEASE AND USE OF CERTAIN PERSONAL
INFORMATION FROM STATE MOTOR VEHICLE RECORDS.**

**Section 2721. Prohibition On Release And Use Of Certain Personal Information
From State Motor Vehicle Records.**

(a) IN GENERAL.--

Except as provided in subsection (b), a State department of motor vehicles, and any officer, employee, or contractor, thereof, shall not knowingly disclose or otherwise make available to any person or entity personal information about any individual obtained by the department in connection with a motor vehicle record.

(b) PERMISSIBLE USES.--

Personal information referred to in subsection (a) shall be disclosed for use in connection with matters of:

- motor vehicle or driver safety and theft,
- motor vehicle emissions,
- motor vehicle product alterations, recalls, or advisories,
- performance monitoring of motor vehicles and dealers by motor vehicle manufacturers,
- and removal of non-owner records from the original owner records of motor vehicle manufacturers to carry out the purposes of the Automobile Information Disclosure Act, the Motor Vehicle Information and Cost Saving Act, the National Traffic and Motor Vehicle Safety Act of 1966, the Anti-Car Theft Act of 1992, and the Clean Air Act,

and may be disclosed as follows:

- (1) For use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a Federal, State, or local agency in carrying out its functions.
- (2) For use in connection with matters of:
 - motor vehicle or driver safety and theft,
 - motor vehicle emissions,
 - motor vehicle product alterations, recalls, or advisories,
 - performance monitoring of motor vehicles, motor vehicle parts and dealers,
 - motor vehicle market research activities, including survey research, and removal of non-owner records from the original owner records of motor vehicle manufacturers.
- (3) For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only --
 - (A) to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and
 - (B) if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
- (4) For use in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgements and orders, or pursuant to an order of a Federal, State, or local court.
- (5) For use in research activities, and for use in producing statistical reports, so long as the personal information is not published, redisclosed, or used to contact individuals.
- (6) For use by any insurer or insurance support organization, or by a self-insured entity, or its agents, employees, or contractors, in connection with claims investigation activities, antifraud activities, rating or underwriting.
- (7) For use in providing notice to the owners of towed or impounded vehicles.
- (8) For use by any licensed private investigative agency or licensed security service for any purpose permitted under this subsection.
- (9) For use by an employer or its agent or insurer to obtain and verify information relating to a holder of a

commercial driver's license that is required under the Commercial Motor Vehicle Safety Act of 1986 (49 U.S.C. App. 2710 et seq.).

- (10) For use in connection with the operation of private toll transportation facilities.
 - (11) For any other use in response to requests for individual motor vehicle records if the State has obtained the express consent of the person to whom such personal information pertains.
 - (12) For bulk distribution for surveys, marketing or solicitations if the State has obtained the express consent of the person to whom such personal information.
 - (13) For use by any requester, if the requester demonstrates it has obtained the written consent of the individual to whom the information pertains.
 - (14) For any other use specifically authorized under the law of the State that holds the record, if such use is related to the operation of a motor vehicle or public safety.
- (c) **RESALE OR DISCLOSURE.** --
An authorized recipient of personal information (except a recipient under subsection (b) (11) or (12) may resell or redisclose the information only for a use permitted under subsection (b) (but not for uses under subsection (b) (11) or (12)). An authorized recipient under subsection (b) (11) may resell or redisclose personal information for any purpose. An authorized recipient under subsection (b) (12) may resell or redisclose personal information pursuant to subsection (b) (12). Any authorized recipient (except a recipient under subsection (b) (11)) that resells or rediscloses personal information by this title must keep for a period of five years records identifying each person or entity that receives information and the permitted purpose for which the information will be used and must make such records available to the motor vehicle department upon request.

(d) **WAIVER PROCEDURES.**--

A State motor vehicle department may establish and carry out procedures under which the department or its agents, upon receiving a request for personal information that does not fall within one of the exceptions in subsection (b), may mail a copy of the request to the individual about whom the information was requested, informing such individual of the request, together with a statement to the effect that the information will not be released unless the individual waives such individual's right to privacy under this section.

Section 2722. ADDITIONAL UNLAWFUL ACTS

(a) **PROCUREMENT FOR UNLAWFUL PURPOSE** --

It shall be unlawful for any person knowingly to obtain or disclose personal information, from a motor vehicle record, for any use not permitted under section 2721 (b) of this title.

(b) **FALSE REPRESENTATION.** --

It shall be unlawful for any person to make false representation to obtain any personal information from an individual's motor vehicle record.

Section 2723. PENALTIES

(a) **CRIMINAL FINE** --

A person who knowingly violates this chapter shall be fined under this title.

(b) **VIOLATIONS BY STATE DEPARTMENT OF MOTOR VEHICLES.** --

Any State department of motor vehicles that has a policy or practice of substantial noncompliance with this chapter shall be subject to a civil penalty imposed by the Attorney General of not more than \$5,000 a day for each substantial noncompliance.

Section 2724. CIVIL ACTION

(a) **CAUSE OF ACTION.** --

A person who knowingly obtains, discloses or uses personal information, from a motor vehicle record, for a purpose not permitted under this chapter shall be liable to the individual to whom the information pertains, who may bring a civil action in a United States district court.

(b) **REMEDIES.--**

The court may award --

- (1) actual damages, but not less than liquidated damages in the amount of \$2,500;
- (2) punitive damages upon proof of willful or reckless disregard of the law;
- (3) reasonable attorneys' fees or other litigation costs reasonably incurred; and
- (4) such other preliminary and equitable relief as the court determines to be appropriate.

Section 2725. DEFINITIONS.

IN THIS CHAPTER --

- (1) **'MOTOR VEHICLE RECORD'** means any record that pertains to a motor vehicle operator's permit, motor vehicle title, motor vehicle registration, or identification card issued by a department of motor vehicles;
- (2) **'PERSON'** means an individual, organization or entity, but does not include a State or agency thereof, and;
- (3) **'PERSONAL INFORMATION'** means information that identifies an individual, including an individual's:
 - photograph,
 - social security number,
 - driver identification number,
 - name,
 - address (but not 5-digit zip code),
 - telephone number, and
 - medical or disability information,

but does not include information on:

- vehicular accidents,
- driving violations, and
- driving status.'.

(b) **CLERICAL AMENDMENT.** -- The table of parts at the beginning of part I of title 18, United States Code, is amended by adding at the end the following new item:

"123. Prohibition on release and use of certain personal information from state motor vehicle records.....2271"

Section 30003. EFFECTIVE DATE.

The amendments made by section 30002 shall become effective on the date that is three years after the date of enactment of this Act.

After the effective date, if a state has implemented a procedure under section 2721 (b) (11) and (12) of title 18, United States Code, as added by section 2902, for prohibiting disclosures or uses of personal information, and the procedure otherwise meets the requirements of subsection (b) (11) and (12), the State shall be in compliance with subsection (b) (11) and (12) even if the procedure is not available to individuals until they renew their license, title, registration or identification card, so long as the State provides some other procedure for individuals to contact the State on their own initiative to prohibit such uses or disclosures.

Prior to the effective date, personal information covered by the amendment made by section 30002 may be released consistent with State law or practice.

AI-29306

18. I. 1.

CC REGULAR

Meeting Date: 11/15/2011

Submitted By: Rosie Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Constable Pct. #3 (1230):
Approval of appropriation of funds for Constable Precinct No. 3 in the amount of \$13,596.00 to appropriate auction proceeds attributed to the sale of capital assets.

BACKGROUND

Auction proceeds from sale of 2 vehicles.

Fiscal Impact

FISCAL YEAR: 2011

ACCT. #: 1-1230-421-00-293-010-0-XXX

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

BUDGETARY IMPACT:

Funds pending approval of appropriation. See attached.

Expenditure Acct.
1-1230-421-00-293-010-0- CONST PCT.3 INVESTIG HB65-

Please refer to AI-29501

Attachments

Revised Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/24/2011 02:59 PM
Erika Zamora	Erika Zamora	10/27/2011 02:57 PM
Auditor's Office	Arcilia Duran	10/28/2011 03:52 PM
Dina Trevino	Merlen P. Munoz	10/28/2011 03:56 PM
Erika Zamora	Erika Zamora	11/03/2011 02:07 PM
Purchasing Department	Marty Salazar	11/03/2011 02:26 PM
Form Started By: Rosie Cantu		Started On: 10/24/2011 11:36 AM
Final Approval Date: 11/03/2011		

AI-29598

19. A. 4.

CC REGULAR

Meeting Date: 11/15/2011

Submitted For: Martha L Salazar

Submitted By: Letty Saenz, PURCHASING
DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval to exercise the option to terminate lease agreement by and between Tri-County Communications and Hidalgo County Fire Marshal's Office as stated in the current lease agreement #E-10-048-12-09 (C-07-340-07-03)-for: "Lease of Tower Space of Antenna & Cable for use of Repeater".

BACKGROUND

email frm Fire Marshal's to terminate agreement
Contract E-10-048-12-09 (C-07-340-07-03)-Tri County Communications

Fiscal Impact

FISCAL YEAR: 2011

ACCT. #: 1-1100-422-10-300-001-0-442/536

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

request by FM-email

Contract E-10-048-12-09 (C-07-340-07-03)-Tri County Comm

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/09/2011 08:47 AM
Budget & Management	Merlen P. Munoz	11/09/2011 09:14 AM
Roland Garcia	Rolando Garcia	11/09/2011 10:26 AM
Auditor's Office	Angela Garcia	11/10/2011 04:42 PM

Form Started By: Letty Saenz Started On: 11/08/2011 03:40 PM
Final Approval Date: 11/10/2011

Leticia Saenz

Subject: CONTRACT#E-10-048-12-09-LEASE OF TOWER SPACE-TRI COUNTY COMM LTD

From: Chief Deputy Wesley Bradley [mailto:wesley.bradley@co.hidalgo.tx.us]

Sent: Wednesday, July 13, 2011 3:31 PM

To: 'Leticia Saenz'

Cc: juan.martinez@co.hidalgo.tx.us

Subject: RE: CONTRACT#E-10-048-12-09-LEASE OF TOWER SPACE-TRI COUNTY COMM LTD

Yes Letty, we do wish to cancel the current system arrangement as we have discussed via Phone, please let me know where I need to go from here.

Wesley D. Bradley

Chief Deputy Fire Marshal
Hidalgo County Fire Marshal's Office
1615 South Closner Ste. H
Edinburg TX. 78572
(956) 318-2656 Phone Ext # 5906
(956) 318-2697 Fax
(956) 289-3857 Work Cell

THE STATE OF TEXAS *

COUNTY OF HIDALGO *

C-07-340-07-03

THIS AGREEMENT this day made and entered into by and between **Tri-County Communications, LTD**, a Texas Limited Liability Partnership, acting by and through its duly authorized officers, hereinafter called "**LESSOR**", and **County of Hidalgo Fire Marshall's Office**, hereinafter called "**LESSEE**";

WITNESSETH:

WHEREAS, LESSOR is the owner of a radio tower and building at a location described as being North Latitude 26° 15' 19", West Longitude 98° 09' 41", with physical address of 4505 Tres Hermanos, Edinburg, Texas, or hereafter called the Edinburg Tower; and

WHEREAS, LESSEE operates a private station, and is desirous of using an installed VHF Antenna and heliack cable at the 480' level on Lessor's said radio tower and building space for the use of its Motorola Repeater.

NOW, THEREFORE, LESSOR does by these presents, LEASE, LET AND DEMISE unto the LESSEE the right to use said radio tower and the installation and maintenance of Motorola Repeater and the right to use such building space at the base of said tower as may be reasonably necessary for the operation of equipment. No outside storage of any kind is permitted by this Agreement without prior written consent of LESSOR.

The parties agree here and covenant with each other as follows:

1. The initial term of this lease shall be **two and one half (2-1/2) years**, beginning July 1, 2007 and Lease shall terminate at midnight on the 31st of December, 2009.

The rent to be paid by LESSEE to LESSOR hereunder for such term is the sum of **Eighteen Thousand and no/100 Dollars (\$18,000.00)**. Said rent shall be payable in annual installments of **Seven Thousand Two Hundred and no/100 Dollars (\$7,200.00)** each payable in advance on or before the tenth day of the month. Rent shall be billed at month's ending and payment must be made by the tenth day of the current month. The first payment of \$3,600.00 will be due on or before July 10, 2007 and covers the period of July 1, 2007 through December 31, 2007. The second payment of \$7,200.00 will be due on or before January 10, 2008. The third and last payment of the initial term of \$7,200.00 will be due on or before January 10, 2009.

This lease shall automatically renew for four (4) terms of two (2) years each unless either party gives written notice, at least ninety (90) days prior to expiration of the term or any renewal term, to the other that it wishes to terminate this lease. In the event of renewal as provided here in, the rent for each renewal term shall be due in advance on or before the 10th day of the month of said term.

Any rent increase will occur at time of renewal of lease. Such increase will be 5% per year, commencing on the anniversary of the Commencement Date, and on each anniversary of the Commencement Date thereafter throughout the initial term of this Lease and any Renewal Term.

LESSOR shall furnish electric power required to operate the Lessee's equipment at said tower site, and such charge to be included in current rent. The LESSOR shall not be responsible for any power failure caused by the power company. The LESSOR shall not be responsible for the Lessee's equipment maintenance.

LESSEE shall pay the rent to LESSOR at 1421 E. Pike Blvd., Weslaco Texas 78596, annually in advance, as aforesaid, as the same shall fall due.

If the LESSEE shall fail to pay the rent or any installment thereof when due, the LESSOR may, by ten (10) days written notice to LESSEE, cancel and terminate this lease.

LESSEE shall have ten (10) days after LESSEE receives written notice to cure monetary defaults and thirty (30) days after LESSEE receives written notice to cure non-monetary defaults. In the event that it takes longer than thirty (30) days to comply with any term, provision or covenant of this lease other than a monetary term, and provided that LESSEE takes reasonable steps to cure such default, LESSOR shall provide LESSEE with additional time, as required to comply.

LESSEE shall have 24-hours-a-day, 7 days-a-week access to the premises at all times during the term of this Lease and any renewal term

2. If the leased premises shall be damaged by or as a result of fire, windstorm, or other casualty, the LESSOR shall make repairs to such leased premises (exclusive of antenna and property of LESSEE) with reasonable dispatch, due allowance to be made for any delay arising in connection with the adjustment of insurance loss or labor troubles. There shall be no abatement of rent, unless the damage is so extensive that the premises leased cannot be used while being repaired, in which event, rent or a proportionate part thereof shall abate until such time as said premises shall have been put in repair. In the event the leased property; either the tower or the building, is destroyed or so damaged that in the opinion of the LESSOR, it cannot be repaired within ninety (90) days after the loss, or if LESSOR shall decide to rebuild, or if the damage shall be caused under conditions not insured against by the LESSOR and the LESSOR shall decide not to repair the damage, then the LESSOR, at its option, may terminate this lease and the prepaid rent subsequent to the date of such damage shall be refunded to LESSEE and thereupon, the lease shall terminate.

3. This Lease shall run with the property, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

4. LESSEE agrees as a part of the consideration of this lease that he will forever hold harmless the LESSOR for any damage incurred to the property belonging to the LESSEE located upon the leased premises unless such damage caused by the LESSOR or LESSOR'S agents.

5. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following address:

If to LESSOR, to:

**Tri-County Communications, LTD.
14221 E. Pike Blvd.
Weslaco, Texas 78596
Attn: Tony Brunnemann
Phone: (956) 447-8440**

If to LESSEE, to:

**County of Hidalgo Fire Marshall's Office
100 E. Cano, Suite #202
Edinburg, Texas 78539
Attn: Victor Fonseca, Fire Marshall
Phone: 956-318-2656**

6. No representations, agreement, or promise has been made by the LESSOR, or any agent of the LESSOR, except as stated herein or in a written communication to the LESSEE signed by the LESSOR, and this lease may not be changed, varied, or extended except by instrument in writing signed by both parties hereto. It supersedes any and all prior agreements and understandings between the parties hereto with respect to the leased property and premises and the terms of this agreement.

7. This agreement shall be governed by the laws of the State of Texas, without giving effect to conflicts of law principles thereof. All covenants, agreements, representations, warranties and indemnities shall be binding upon, and inure to the benefit of the Parties and their respective successors and assigns.

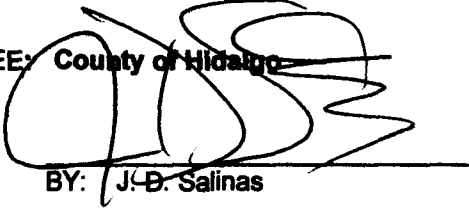
IN TESTIMONY WHEREOF, witness our hands this, the ____ day of June, 2007

LESSOR: Tri-County Communications, LTD.


By: Tony Brunnemann

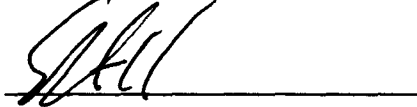
Title: General Manager

LESSEE: County of Hidalgo


BY: J.D. Salinas

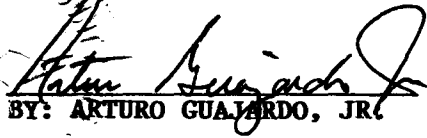
Title: County Judge

**APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.**



ATTEST:




BY: ARTURO GUAJARDO, JR.

Title: County Clerk

AI-29550

19. A. 5.

CC REGULAR

Meeting Date: 11/15/2011

Submitted For: Martha L. Salazar

Submitted By: Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

- a. Accept and approve invoice(s) received from Montalvo Insurance (see attached documents) in the amount of \$2,026,021.45 for renewal of "Hidalgo County's Property & Casualty Insurance Policies which includes TPA Services" for 2012-13 with coverage effective January 01, 2012 through January 01, 2013;
- b. Approval for County Treasurer to issue check(s) after review, audit and processing procedures completed by County Auditor with the authority for Court Member or Commissioner's Court Executive Officer to sign any applicable documentation related to item above;
- c. Discussion and applicable action on any options (attached hereto) presented by Montalvo Insurance in connection with Hidalgo County's Property & Casualty Insurance Policies.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011

ACCT. #: 1-1100-143-20-000-000-0-00

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

BUDGETARY IMPACT:

GEN FUND-PREPAID SERVICES
prepaid services account.

Attachments

12-13 pnc renewal invoice
price comparison

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/08/2011 05:30 PM
Budget & Management	Merlen P. Munoz	11/09/2011 07:57 AM
Rosalinda Cantu	Rosie Cantu	11/09/2011 11:24 AM
Auditor's Office	Angela Garcia	11/10/2011 04:41 PM
Form Started By: Yvette Islas		Started On: 11/07/2011 11:40 AM
	Final Approval Date: 11/10/2011	

0

=



MONTALVO INSURANCE AGENCY

TEL. (956) 968-5521 • Fax. (956) 969-9198

Hidalgo County
PO Box 1356
Edinburg, TX 78540

11/3/2011

INVOICE

Term: 01/01/2012 – 01/01/2013

Type of Coverage	Insurance Carrier	Casualty Premium Breakdown	Total Premium/Fees
Property/Boiler Machinery	Chubb – Federal Insurance		\$441,825.00
Wind/Hail	Landmark America		\$ 99,114.00
Deductible Buy Back	Insurance		
General Liability	Travelers Insurance	\$140,676.00	\$1,301,448.00
Employee Benefits Plan	Travelers Insurance	Included	Included
Administrative Liability		Above	
Law Enforcement Liability	Travelers Insurance	\$297,249.00	Included
Management Liability	Travelers Insurance	\$38,410.00	Included
Employment Practices Liability	Travelers Insurance	\$414,052.00	Included
Automobile Liability	Travelers Insurance	\$348,780.00	Included
Automobile Physical Damage	Travelers Insurance	\$52,930.00	Included
Crime	Travelers Insurance	\$9,351.00	Included
Differences in Conditions	Ace American Insurance		\$13,151.00
Kidnap/Extortion	Ace American Insurance		\$4,095.00
Mexico Automobile Coverage	Grupo Nacional Provincial		\$2,350.00
Pollution Liability	Illinois Union		\$4,321.00
Medical Malpractice Liability	Evanston Insurance		\$96,693.45
Errors/Omissions	Certain Underwriters @		\$8,562.00
District Clerk	Lloyds		
Errors/Omissions	Certain Underwriters @		\$6,462.00
County Clerk	Lloyds		
Third Party Administration	TriStar		\$48,000.00
TOTAL PREMIUM			\$2,026,021.45

The premium/fees have been determined upon policy changes that took place only through 10/5/11. A premium adjustment will be made for any additional vehicles, equipment, and increase in property values or other increase in exposures. The premium indicated includes fees.

Note: Also provided are options on increased deductible/SIR amounts in comparison to the current deductible/SIR in place.

Payment due upon receipt.

Thank you for your business!



ALL FORMS OF INSURANCE



208 SOUTH TEXAS BOULEVARD • WESLACO, TEXAS 78596

Home Page www.montalvoinsurance.com • Email: ramon@montalvoinsurance.com



**Property Coverage
Optional Deductible Increase**

Coverage	Insurance Carrier	Current Deductible	Option I Deductible	Option II Loss Limitation
Commercial Property	Chubb – Federal Ins	Deductible \$25,000 Wind/Hail 2%	Deductible \$50,000 Wind/Hail 2%	Deductible \$25,000 Loss Limit \$150,000,000 Wind/Hail 2%
		Premium \$441,825.00	Premium \$422,257.00	Premium \$394,573.00

**Casualty Coverage
Optional SIR Increase**

Coverage	Insurance Carrier	Current SIR	Option I SIR	Option II SIR
Casualty	Travelers Insurance	SIR GL \$50,000 SIR Law \$100,000 SIR ML \$100,000 SIR EPL \$100,000 SIR Auto \$50,000	SIR GL \$100,000 SIR Law \$100,00 SIR ML \$100,000 SIR EPL \$100,000 SIR Auto \$100,000	SIR GL \$200,000 SIR Law \$200,00 SIR ML \$200,000 SIR EPL \$200,000 SIR Auto \$200,000
		Premium \$1,293,174.00	Premium \$1,119,730.00	Premium \$931,943.00



ALL FORMS OF INSURANCE



208 SOUTH TEXAS BOULEVARD • WESLACO, TEXAS 78596

Home Page www.montalvoinsurance.com • Email: ramon@montalvoinsurance.com

HIDALGO COUNTY PROPERTY & CASUALTY INSURANCE				Price Difference
2011-2012 Coverage Summary			2012-2013 Coverage Summary	+ -
Type Of Coverage		Premium/Fees	Premium/Fees	
Commercial Property/Boiler Machinery- Terrorism Included	Chubb-Federal Insurance	\$376,814.00	\$441,825.00	+ \$65,011.00
Wind/Hail Deductible Buy Back	Landmark America Insurance	\$94,682.00	\$99,114.00	+ \$4,432.00
Differences In Conditions	Ace American Insurance	\$12,525.00	\$13,151.00	+ \$626.00
Kidnap/Extortion	Ace American Insurance	\$3,900.00	\$4,095.00	+ \$195.00
Medical Malpractice Liability	Evanston Insurance	\$93,455.00	\$96,693.45	+ \$3,238.45
Errors/Omissions District Clerk	Certain Underwriters @Lloyds	\$8,562.00	\$8,562.00	- \$0
Errors/Omissions County Clerk	Certain Underwriters @Lloyds	\$6,491.00	\$6,462.00	- \$29.00
Pollution Liability	Illinois Union	\$3,790.00	\$4,321.00	+ \$531.00
Automobile-Mexico	Grupo Nacional Provincial	\$3,400.00	\$2,350.00	- \$1050.00
Third Party Administration	TriStar	\$47,000.00	\$48,000	+ \$1,000.00
Public Entity Casualty Package – Includes: Automobile Liability & Physical Damage General Liability Employee Benefits Plan Law Enforcement Liability Public Officials & Employment Practices/ Management Liability Crime (Terrorism is included and applies to General Liability Public Officials & Law Enforcement)	Travelers Insurance	\$976,041.00	\$1,301,448.00	+ \$325,407.00
TOTAL PREMIUM		\$1,626,660.00	\$2,026,021.45	+ \$399,361.45

AI-29575

19. A. 6.

CC REGULAR

Meeting Date: 11/15/2011

Submitted For: Martha L. Salazar

Submitted By: Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Presentation of the scoring grid for the purposes of ranking proposals received for: Credit Card Payment System for Hidalgo County;

	EASY ACCESS INC.	FIS - METAVANTE PAY DIRECT SOLUTIONS	ELAVON
EVALUATOR 1	90	87	85
EVALUATOR 2	95	90	85
EVALUATOR 3	96	88	78
EVALUATOR 4	92	88	68
AVERAGE SCORE	93.25	88.25	79
CC RANKING			

b. Authority to negotiate a final Credit Card Payment Services Agreement with the number one ranked firm of _____.

BACKGROUND

Current ageeement is under the sixty (60) day grace period extension and will expire on November 30, 2011.

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Credit Card Services will be paid to vendor through a user fee, no budgetary impact to the County.

Attachments

liability insurance- acord grid

Form Review

Inbox

Reviewed By

Date

Purchasing Department

Marty Salazar

11/09/2011 01:32 PM

Budget & Management

Merlen P. Munoz

11/09/2011 02:11 PM

Rosalinda Cantu

Rosie Cantu

11/09/2011 04:47 PM

Auditor's Office

Angela Garcia

11/10/2011 04:42 PM

Form Started By: Yvette Islas

Started On: 11/08/2011 11:41 AM

Final Approval Date: 11/10/2011

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 08/03/2011
PRODUCER THE KLEMENT AGENCY P.O. BOX 820 PROSPER TX 75078 (972) 562-7455	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED EASY ACCESS INC. 4200 A N. BICENTENNIAL MCALLEN TX 78504	INSURERS AFFORDING COVERAGE INSURER A: AMERICA FIRST INS. INSURER B: TEXAS MUTUAL INSURANCE INSURER C: INSURER D: INSURER E:	NAIC #

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	02BP182958-8	05/16/2011	05/16/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea. Occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS GARAGE LIABILITY <input type="checkbox"/> ANY AUTO EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	04BA482687-8	05/16/2011	05/16/2012	COMBINED SINGLE LIMIT (Ea. accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY - EA ACC AGG \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	FBP2318395-11	05/16/2011	05/16/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> 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 / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 EASY ACCESS INC INTERNET PROCESSING PROFESSIONAL SERVICES AGREEMENT FOR CREDIT CARD PAYMENT SERVICES FOR HIDALGO COUNTY

CERTIFICATE HOLDER HIDALGO COUNTY ATTN: MARTHA SALAZAR CFPB PURCHASING AGENT 2812 SOUTH HWY BUS 281 EDINBURG TX 78539	CANCELLATION AI 100170 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
---	---

HIDALGO COUNTY
“CREDIT CARD PAYMENT SYSTEM”

RFP NO.: 2011-142-09-28-YSI

Scoring & Evaluation

Grid

Total Scores	EASY ACCESS INC.	FIS - METAVANTE PAY DIRECT SOLUTIONS	ELAVON
EVALUATOR 1	90	87	85
EVALUATOR 2	95	90	85
EVALUATOR 3	96	88	78
EVALUATOR 4	92	88	68
AVERAGE	93.25	88.25	79
RANKING			

***Scoring & Evaluation Was Completed by One Representative From Each Precinct**

AI-29160

19. A. 7.

CC REGULAR

Meeting Date: 11/15/2011

Submitted For: Marty Salazar

Submitted By: Sandy Suarez, PURCHASING
DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of lowest bid received as detailed in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of award and approval of contract for the Request for Bid (RFB) titled: Hidalgo County-"CRS-2 (Cationic Rapid Setting) Emulsified Asphalt" through project No.: 2011-225-09-29-SGS.

BACKGROUND

1. Current contract will expire on December 15, 2011.
 2. Contract will commence on December 16, 2011.
 3. Contract document was reviewed and approved by Legal Counsel as to form.
-

Fiscal Impact

FISCAL YEAR: 2011

ACCT. #: 1-1200-431-00-121-005-0-673

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

PCT1 RD MAINT-R&B R&M SUPPLIES

\$443.18 available funds as of 11/09/11. Services are on an as need basis.

FISCAL YEAR: 2011

ACCT. #: 1-1342-431-00-121-041-0-731

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

CO2010A&B-PCT1 ROADS-ROADS

Available funds as of 11/09/11. Services are on an as need basis.

FISCAL YEAR: 2011

ACCT. #: 1-1200-431-00-123-005-0-673

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

PCT3 RD MAINT-R&B R&M SUPPLIES

\$19,971.47 available funds as of 11/09/11. Services are on an as need basis.

FISCAL YEAR: 2011

ACCT. #: 1-1200-431-00-124-007-0-673

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

PCT4 RD MAINT-R&B R&M SUPPLIES

\$4,453.08 available funds as of 11/09/11. Services are on an as need basis.

Attachments

Recommendation, Tab, etc
backup

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/02/2011 12:30 PM
Budget & Management	Merlen P. Munoz	11/02/2011 12:31 PM
Rosalinda Cantu	Rosie Cantu	11/09/2011 10:17 AM
Auditor's Office	Angela Garcia	11/10/2011 04:41 PM
Form Started By: Sandy Suarez		Started On: 10/17/2011 09:57 AM
	Final Approval Date: 11/10/2011	



Hidalgo County Purchasing Office
 2812 S. Business Highway 281
 New Administration Building
 Edinburg, Texas 78539
 (956) 318-2626 / Fax: (956) 318-2629

MEMORANDUM

TO: **Hon. Joel Quintanilla, Commissioner**
 Hidalgo County Precinct No. 1
 Attn: Mr. Noe Montez, Director of Mgmt. Support

Hon. Joe M. Flores, Commissioner
 Hidalgo County Precinct No. 3
 Attn: Mr. Saul Ramirez, Field Operations Foreman

TO: **Hon. Joseph Palacios, Commissioner**
 Hidalgo County Precinct No. 4
 Attn: Marcos Lopez, Chief Admin/Gloria Beltran, Exec. Assist.

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2011-225-09-28-SGS-Hidalgo County- "CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT" (ALL FUNDING SOURCES, PROGRAMS AND ENITIES)

We have received Two (2) responses for the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copies of the bid responses for your review and recommendation

We would like to present your Recommendation on the next Commissioner's Count Meeting; therefore, we need your response no later than **Wednesday, October 05, 2011 @ 3:00 p.m.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

Please indicate your **Recommendation or Rejection of Bid(s)** and concerns on the space provided below and submit your response to the Purchasing Department, via fax to (956)-318-2629 or via email to: sandy.suarez@co.hidalgo.tx.us.

APPROVE

DISAPPROVE/ REJECT BIDS

<u>AWARD TO & RECOMMENDATION (BASIS)</u>	<u>CONCERNS</u>
1. <i>Purbose DBA P&A</i>	<i>Low Bidder Meeting</i>
2.	<i>Specs</i>
	<i>Orders are in the</i>

Budget Acct No. To Be Utilized: 3000 GALL OR OVER
1-1222-431-00-121-005-0-673 TRADITIONALLY...
1-1342-431-00-121-0-041-731

Noe Montez *Noe Montez* *P&A* *10-5-11*

AUTHORIZED SIGNATURE

PRINTED NAME

DEPARTMENT

DATE

Enclosures

P&A



Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 318-2629

MEMORANDUM

TO: **Hon. Joel Quintanilla, Commissioner**
Hidalgo County Precinct No. 1
Attn: Mr. Noe Montez, Director of Mgmt. Support

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
Attn: Mr. Saul Ramirez, Field Operations Foreman

TO: **Hon. Joseph Palacios, Commissioner**
Hidalgo County Precinct No. 4
Attn: Marcos Lopez, Chief Admin/Gloria Beltran, Exec. Assist.

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2011-225-09-28-SGS-Hidalgo County- "CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT" (ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)

We have received Two (2) responses for the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copies of the bid responses for your review and recommendation

We would like to present your Recommendation on the next Commissioner's Count Meeting; therefore, we need your response no later than **Wednesday, October 05, 2011 @ 3:00 p.m.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

Please indicate your **Recommendation or Rejection of Bid(s)** and concerns on the space provided below and submit your response to the Purchasing Department, **via fax to (956)-318-2629 or via email to: sandy.suarez@co.hidalgo.tx.us**.

APPROVE

DISAPPROVE/ REJECT BIDS

<u>AWARD TO & RECOMMENDATION (BASIS)</u>	<u>CONCERNS</u>
1. <i>Debose Intents LLC</i>	<i>Lowest Overall Bid</i>
2.	

Budget Acct No. To Be Utilized: 1-1300-431-00-123-005-0-673

[Signature] **Joe M. Flores** *Precinct #3* *9/30/11*
AUTHORIZED SIGNATURE PRINTED NAME DEPARTMENT DATE

Enclosures



Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 318-2629

MEMORANDUM

TO: **Hon. Joel Quintanilla, Commissioner**
Hidalgo County Precinct No. 1
Attn: Mr. Noe Montez, Director of Mgmt. Support

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
Attn: Mr. Saul Ramirez, Field Operations Foreman

TO: **Hon. Joseph Palacios, Commissioner**
Hidalgo County Precinct No. 4
Attn: Marcos Lopez, Chief Admin/Gloria Beltran, Exec. Assist.

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2011-225-09-28-SGS-Hidalgo County- "CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT" (ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)

We have received Two (2) responses for the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copies of the bid responses for your review and recommendation

We would like to present your Recommendation on the next Commissioner's Count Meeting; therefore, we need your response no later than **Wednesday, October 05, 2011 @ 3:00 p.m.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

Please indicate your **Recommendation or Rejection of Bid(s)** and concerns on the space provided below and submit your response to the Purchasing Department, **via fax to (956)-318-2629 or via email to: sandy.suarez@co.hidalgo.tx.us.**

APPROVE **DISAPPROVE/ REJECT BIDS**

<u>AWARD TO & RECOMMENDATION (BASIS)</u>	<u>CONCERNS</u>
1. <i>DuRose Interests, LLC</i>	<i>Louise Yiddley</i>
2.	

Budget Acct No. To Be Utilized: 1-1200-431-00-124-007-0-673

Joseph Palacios **APB** **Joseph Palacios** **Pct 4** **10/5/11**
AUTHORIZED SIGNATURE PRINTED NAME DEPARTMENT DATE

Enclosures

Pct 4

Sandy Suarez

From: yoli [yolanda.cisneros@co.hidalgo.tx.us]
Sent: Thursday, October 21, 2010 10:20 AM
To: 'Sandy Suarez'
Subject: RE: 2010-264-09-29-SGS-Hidalgo County (All Funding Sources)-"CRS-2(CATIONIC RAPID SETTING) EMULSIFIED ASPHALT" 3rd Reminder-Recommendation

No inconvenience at all. I do apologize for not getting back to you soon, But I have been very busy.

Thanks

From: Sandy Suarez [mailto:sandy.suarez@co.hidalgo.tx.us]
Sent: Thursday, October 21, 2010 9:52 AM
To: 'yoli'
Subject: RE: 2010-264-09-29-SGS-Hidalgo County (All Funding Sources)-"CRS-2(CATIONIC RAPID SETTING) EMULSIFIED ASPHALT" 3rd Reminder-Recommendation

Morning Yoli,

Okay, thank you for letting me know. Previously we have received recommendations for this project from your dept; it was assumed your dept was in need of the CRS-2. I apologize for any inconveniences this has caused and I appreciate all of your help with this.

Thank you,

Sandy Suarez

From: yoli [mailto:yolanda.cisneros@co.hidalgo.tx.us]
Sent: Thursday, October 21, 2010 9:04 AM
To: 'Sandy Suarez'
Subject: RE: 2010-264-09-29-SGS-Hidalgo County (All Funding Sources)-"CRS-2(CATIONIC RAPID SETTING) EMULSIFIED ASPHALT" 3rd Reminder-Recommendation

Commissioner Precinct 2-doesn't utilize CRS-2

Sandy, I was informed by Mr. Cuellar that we do not use this material. We use MS-1 Emulsified Oil.

**HIDALGO COUNTY PURCHASING DEPARTMENT
TABULATION SHEET**

DEPARTMENTS NAME: HIDALGO COUNTY(ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)

BID OPENING: SEPTEMBER 28, 2011

OPENING TIME: 9:30 A.M.

**DESCRIPTION OF BID: RFB "CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"
BID NO. 2011-225-09-28-SGS**

PRICE PER GALLON (FREIGHT INCLUDED) -ON AN "AS NEEDED BASIS"

LOADS PER GALLON	UP TO 1000	1001 TO 2000	2001 TO 3000	3001 TO 4000	4001 TO 5000	ADDITIONAL COST (SPECIFY)	
VENDOR							
1	Dubose Interests, LLC dba Performance Grade Asphalt, LLC	\$ 3.50 Per Gallon (freight included)	\$ 3.20 Per Gallon (freight included)	\$ 2.80 Per Gallon (freight included)	\$ 2.55 Per Gallon (freight included)	\$ 2.30 Per Gallon (freight included)	DEMURRAGE: \$ 50.00 (After 2 hrs.)
2	Ergon Asphalt & Emulsions, Inc.	\$ 3.3464 Per Gallon (freight included)	\$ 3.3453 Per Gallon (freight included)	\$ 2.8229 Per Gallon (freight included)	\$ 2.6487 Per Gallon (freight included)	\$ 2.5615 Per Gallon (freight included)	DEMURRAGE: \$ 80.00 per hour (After 2 hrs.)
<p>** NOTE FOR ERGON: Federal Environmental Fee will be added to above prices at rate of \$.4424/ton for asphalt & polymer loads or \$.00133/gal for emulsion loads.</p>							

EXHIBIT "B"
HIDALGO COUNTY
 (ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)
"CRS-2 (CATIONIC RAPID SETTING) EMULSFIED ASPHALT"
 BID NO.: 2011-225-09-28-SGS
 BID PAGE

Vendor must thoroughly fill in each section of the Bid Page ("Exhibit B") if applicable. Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession)

9:45
 9/10/11
 Witnessed

Bid Price by the Gallon (Freight to Be Included). Vendor Must Supply Pump and Hose (For Unloading)

QUANTITY (Only On An As Needed Basis)	DELIVERED PRICE AMOUNT	ADDITIONAL COST (SPECIFY)
LOADS OF 1000 GALLONS OR LESS	\$ <u>3.50</u> PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: after first 2 hours \$ 50. ⁰⁰
LOADS OF 1,001 TO 2,000 GALLONS	\$ <u>3.20</u> PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: after first 2 hours \$ 50. ⁰⁰
LOADS OF 2,001 TO 3,000 GALLONS	\$ <u>2.80</u> PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: after first 2 hours \$ 50. ⁰⁰
LOADS OF 3,001 TO 4,000 GALLONS	\$ <u>2.55</u> PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: after first 2 hours \$ 50. ⁰⁰
LOADS OF 4,001 TO 5,000 GALLONS	\$ <u>2.30</u> PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: after first 2 hours \$ 50. ⁰⁰

Bidder's Information:

Bidder/Company Name: DuBose Interests, LLC
tha: Performance Grade Asphalt, LLC.
 Address: P.O. Box 6
 City/State/Zip Code: Hitchcock, TX. 77563
 Phone & Fax No.'s: 409-986-7740 / Fax 409-986-7950
 Cell Phone: 281-387-9869 or 409-739-7757
 Authorized Signature: *Clarke DuBose*
 Printed Name: Clarke DuBose
 Title: President

**HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS**

RFB-RFP-RFQ

BID OPENING DATE: SEPTEMBER 28, 2011

BID OPENING TIME: 9:30 A.M

DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY (All Sources, Programs and Entities)"CRS-2(CATIONIC RAPID SETTING) EMULSFIED ASPHALT

BID NO: 2011-225-09-28-SGS

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST VIA*	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.s
1.) Martin Asphalt, Co. Inc. Attn: Tom Hernandez	E-mail	Sandy Suarez	09/12/11	3 RIVERWAY STE# 400 HOUSTON, TX. 77056 Ph# 800-662-0987 Fax# 800-552-2415 thernandez@martinmlp.com
2.) Performance Grade Asphalt Attn: Clarke DuBose-owner	E-mail	Sandy Suarez	09/12/11	5320 FM 204 / PO Box 6 HITCHCOCK, TX 77563 Ph# 800-427-7740 Fax# 409-986-7950 clarked@pgasphalt.com
3.) Ergon A & E Inc. Attn: John De la Garza	E-mail	Sandy Suarez	09/12/11	11612 RM 2244 BLDG 1 STE 250 AUSTIN, TX. 78738 Ph# 956-330-2235 John.delagarza@ergon.com
4.) Vaquero Enterprises Attn: Mr. Leroy Soliz	E-mail	Sandy Suarez	09/12/11	7702 Springfield #3 Laredo, Texas 78041 (956) 236-2411 vaquero.soliz@yahoo.com
5.) Upper Valley Cement Attn: Steve Boyd	E-mail	Sandy Suarez	09/16/11	7301 W. Exp 83 Mission, TX 78572 P# 956-580-2502 F# 956- 585-8675 sboyd@riovalleypipe.com
6.)				
7.)				

*VIA:
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)

**HIDALGO COUNTY PURCHASING DEPARTMENT
COMPARISON SHEET**

DEPARTMENTS NAME: HIDALGO COUNTY(ALL FUNDING SOURCES, PROGRAMS AND ENITIES)

BID OPENING: SEPTEMBER 28, 2011

OPENING TIME: 9:30 A.M.

**DESCRIPTION OF BID: RFB "CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"
BID NO. 2011-225-09-28-SGS**

PRICE PER GALLON (FREIGHT INCLUDED) -ON AN "AS NEEDED BASIS"

	VENDOR	UP TO 1000	1001 TO 2000	2001 TO 3000	3001 TO 4000	4001 TO 5000	ADDITIONAL COST (SPECIFY)
CURRENT CONTRACT HOLDER	<i>Performance Grade Asphalt</i>	\$ 3.20	\$ 2.90	\$ 2.60	\$ 2.35	\$ 2.05	DEMURRAGE: \$ 50.00
PROPOSED BIDDERS	<i>Performance Grade Asphalt</i>	\$ 3.50	\$ 3.20	\$ 2.80	\$2.55	\$ 2.30	\$ 50.00
DIFFERENCE IN PRICE		\$ 0.30	\$ 0.30	\$ 0.20	\$ 0.20	\$ 0.25	\$ 0.00

**REQUIREMENTS AGREEMENT
C-11-225-11-15**

THIS AGREEMENT (the "Agreement") is entered into as of the November 15, 2011 by and between **Dubose Interests, LLC dba Performance Grade Asphalt, LLC**, a Texas Corporation ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of "**CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT**", as further described in Exhibit "A" (the "Products"). Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in "**CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT**" in the areas of Hidalgo County projects for a period of six (6) months from December 16, 2011 to June 15, 2012 and may be extended with the County's discretion for an additional six (6) months and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or

administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attn: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Seller: DuBose Interests, LLC dba
Performance Grade Asphalt
Attn: Clark DuBose, President
PO Box 6
Hitchcock, TX 77563

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

f. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or

convenient to effectuate and carry out the terms of this Agreement.

g. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

h. **Assignment.** This Agreement shall not be assignable.

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer 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 Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

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

n. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) 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 Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or

organization, a gratuity or an officer 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 advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

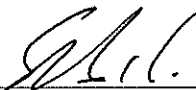
(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

APPROVED BY COMMISSIONERS COURT ON,_____.

APPROVED AS TO FORM:

Atlas & Hall, L.L.P

By 

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

COMPANY:

By: _____
Printed Name: _____
Title: _____

EXHIBIT “A”

REQUEST FOR BID (RFB) PROCUREMENT PACKET



PURCHASING DEPARTMENT
County Of Hidalgo

September 12, 2011

(Company's name and address)

Re: **HIDALGO COUNTY (ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)**
Request for Bids -"CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED
ASPHALT"
Bid No: 2011-225-09-28-SGS

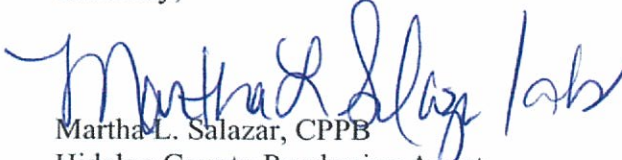
Dear Respondents:

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/sgs

Enclosures




PURCHASING DEPARTMENT
County Of Hidalgo
REQUEST FOR BIDS (RFB) CHECKLIST

HIDALGO COUNTY
(ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)
“CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT”
RFB NO: 2011-225-09-28-SGS

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 5 pages.
4. Exhibit B Bid Page, consisting of 1 page.
5. Exhibit C Insurance Requirements, consisting of 4 pages.
6. Exhibit D Conflict of Interest Questionnaire (CIQ), consisting of 1 page.
7. Vendor/Bidder Application and W-9 form(s) consisting of 6 pages.
8. Certification Regarding Debarment, consisting of 1 page.
9. Draft Service Agreement consisting of 7 pages.

The above mentioned items shall be found in the for Bid (RFB) packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety, please contact Purchasing by calling (956) 318-2626 or e-mail, to advise us of the missing documentation, and Purchasing will forward information either through facsimile, e-mail or by U.S. Mail.

Thank you.



Martha L. Salazar, CPPB, Purchasing Agent

09/12/2011
Date

LEGAL NOTICE

REQUEST FOR BIDS

HIDALGO COUNTY

“CRS-2 (CATIONIC RAPID SETTING)
EMULSIFIED ASPHALT”

RFB No.: 2011-225-09-28-SGS

Bid No: 2011-225-09-28

Buyer: Sandy Suarez

Tel. No: (956) 318-2626 x 4860

REQUEST FOR BIDS

HIDALGO COUNTY

(ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)

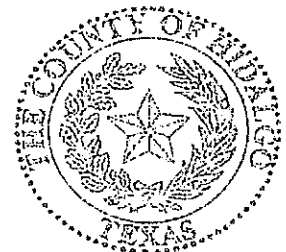
“CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT”

**BID OPENING DATE:
SEPTEMBER 28, 2011**

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281 - Administration Building
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas 78539

956 318-2626



Form HCPD-03

1. Sealed bids will be received for **“HIDALGO COUNTY (ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)–CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT”** 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-2011-225-09-28-SGS-HIDALGO COUNTY (ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)–CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas **on or before 9:30 a.m., WEDNESDAY, SEPTEMBER 28, 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 “RFB NO.: 2011-225-09-28-SGS- HIDALGO COUNTY (ALL FUNDING SOURCES, PROGRAMS AND ENTITIES) - CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT”
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
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. Shipping costs are to be F.O.B. destination. (vendor pays all shipping cost and remains responsible until the County takes possession)
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 (ALL FUNDING SOURCES, PROGRAMS AND ENTITIES) -CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT**" Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
 - e) **Contract number must be indicated on all invoices.**

- . Discount payments will be considered when offered.
- . Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
 Attn: A/P Division
 2808 So. Bus. Hwy 281
 Edinburg, TX. 78539
 (956)318-2511

17. Schedule of Events:

Bid Opening, 9:30 AM **SEPTEMBER 28, 2011**
 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. Clossner, 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 and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. If the bidder is not incorporated with the Texas,**

the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.

- . 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 judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful 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. ***Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA, Section 1 et. seq.,***

and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.

30. 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.
31. 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
(All Funding Sources, Programs and Entities)
“CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT”
BID NO.: 2011-225-09-28-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned 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"
SPECIFICATIONS/REQUIREMENTS

REQUEST FOR BIDS

HIDALGO COUNTY

**"CRS-2 (CATIONIC RAPID SETTING)
EMULSIFIED ASPHALT"**

RFB No.: 2011-225-09-28-SGS

EXHIBIT "A"
HIDALGO COUNTY
 (ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)
"CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"
BID NO.: 2011-225-09-28-SGS

1. SPECIFICATIONS:

INFORMATION/ INSTRUCTIONS TO BIDDERS:

The purchase of **CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT** will be only on an **"As Needed Basis"** by Hidalgo County, (All funding sources, i.e. CIP, CAP and Rd & Bridge, etc).

- **MATERIAL:** CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT
- **INCREMENTS:** BID PRICE SHOULD BE IN INCREMENTS OF 1,000 UP TO 5,000 GALLONS
- **SPECIAL CONDITIONS:** BID PRICE BY THE GALLON (FREIGHT TO BE INCLUDED). VENDOR MUST SUPPLY PUMP AND HOSE (FOR UNLOADING).

QUANTITY (ONLY ON AN AS NEEDED BASIS)	DELIVERED PRICE AMOUNT	ADDITIONAL COST (SPECIFY)
LOADS OF 1000 GALLONS OR LESS	\$ _____ PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: \$ _____
LOADS OF 1,001 TO 2,000 GALLONS	\$ _____ PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: \$ _____
LOADS OF 2,001 TO 3,000 GALLONS	\$ _____ PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: \$ _____
LOADS OF 3,001 TO 4,000 GALLONS	\$ _____ PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: \$ _____
LOADS OF 4,001 TO 5,000 GALLONS	\$ _____ PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: \$ _____

LOCATIONS, CONTACTS AND DELIVERY INSTRUCTIONS:

PRECINCT NO. 1	PRECINCT NO. 3	PRECINCT NO. 4
MILE 11 N. and 1 ½ miles W. from FM 1015 Sunrise Hill Park Weslaco, TX. 78596	7 Mile line and Iowa Rd. Mission, TX. 78572	1051 N. Doolittle Edinburg, TX. 78541
CONTACT: Noe Montez, Dir. of Mgmt. Support (956) 968-8733	CONTACT: Saul Ramirez, Field Operations Director (956) 585-4509	CONTACT: Marco Lopez, Chief Administrator (956) 383-3112

- Delivery hours will be arranged with the Precincts when requiring **CRS-2 (Cationic Rapid Setting) Emulsified Asphalt**. Hidalgo County reserves the right to add or delete locations (pits) throughout the contract term.

EXHIBIT "A"
HIDALGO COUNTY
(ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)
"CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"
BID NO.: 2011-225-09-28-SGS

2. TERMS & CONDITIONS:

1. The contract term will be for a period of six (6) months with County's option to extend the contract for additional six (6) months based on performance, evaluation and contingent upon terms, conditions and cost remaining unchanged, and/or sixty (60) day grace period at the end of the contract for unforeseen delays on subsequent contract award. It is agreed and understood that Hidalgo County will purchase no more material than is needed. Prices must remain firm during the contract period unless modifications are agreed and approved by Hidalgo County Commissioner's Court.
2. 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 advantageous to the County.
3. Hidalgo County reserves the right to award the bid to ONE or MULTIPLE bidders, if the County determines it is in the best interest of the County to do so.
4. The Contract for the material shall remain in effect until **a)** contract expires, **b)** delivery/completion of services ordered , **c)** terminated by either party with a thirty (30) day written notice prior to any cancellation. The successful bidder must state in writing the reasons for such cancellation. Hidalgo County reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County.
5. Insurance requirements must be met and a copy of the Certificate of Insurance (Acord form) must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder. Insurance requirements for this project to be maintained throughout the contract term.(refer to insurance requirements in ("Exhibit C"))
6. Continuing non-performance of the bidder in terms of specifications shall be basis for the termination of the contract by the County. The County shall not pay for work, equipment, supplies or services which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies.
7. In the event the material furnished does not meet the County's requirements (regardless of weather, test acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for unused portion of material found to be unsatisfactory.
8. Hidalgo County reserves the right to seek purchases for **"CRS-2 (Cationic Rapid Setting) Emulsified Asphalt"** from state awarded venders, whenever it is in the best interest of the County to do so.
9. **All cost and expenses associated with the preparation and submission of (bids, proposals, statements of qualifications (RFQ) and quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.**

EXHIBIT "A"
HIDALGO COUNTY
(ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)
"CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"
BID NO.: 2011-225-09-28-SGS

10. Bidder(s) have been in business for at least two (2) years.
11. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.
12. Bidder(s) agrees that to the extent an item is unavailable from Bidders(s) own inventory, Bidder(s) will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County.
13. Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession)
14. The bidder awarded the contract shall not engage the services of a subcontractor without prior written consent of Hidalgo County. When requesting written consent from Hidalgo County to retain a subcontractor to perform services hereunder the successful bidder must present evidence and submit to the County that the successful bidder and the proposed subcontractor possess all necessary licenses and permits to perform the services described herein and that the successful bidder and the proposed subcontractor have obtained and submitted the required insurance coverage and policies as required by Hidalgo County.

REQUIREMENTS:

- The successful bidder shall not deliver products or provide services without a Hidalgo County Purchase Order, signed by an authorized agent of the Hidalgo County Purchasing Department.
- The successful bidder agrees to abide by all applicable state laws, regulations and be in compliance with all OSHA rules and requirements.
- Bidder will provide all labor, machinery and equipment, tools and materials required to render services.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

- 1) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
 - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

EXHIBIT "A"
HIDALGO COUNTY
(ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)
"CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"
BID NO.: 2011-225-09-28-SGS

- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
 - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
 - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
 - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.
- 2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
- 3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.
- 4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
- 5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

EXHIBIT "A"
HIDALGO COUNTY
(ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)
"CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"
BID NO.: 2011-225-09-28-SGS

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to: Martha L. Salazar, Purchasing Agent, Attn: Sandy Suarez, 2812 S. Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956)318-2629 or (956)292-7612 OR VIA E-MAIL TO: sandy.suarez@co.hidalgo.tx.us by NO LATER THAN, WEDNESDAY, SEPTEMBER 21, 2011 by 5:00 P.M. Responses will be sent to all applicants via e-mail by no later than, FRIDAY, SEPTEMBER 23, 2011 by 5:00 P.M.

EXHIBIT “B”

BID PAGE

REQUEST FOR BIDS

HIDALGO COUNTY

**“CRS-2 (CATIONIC RAPID SETTING)
EMULSIFIED ASPHALT”**

RFB No.: 2011-225-09-28-SGS

EXHIBIT "B"
HIDALGO COUNTY
 (ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)
"CRS-2 (CATIONIC RAPID SETTING) EMULSFIED ASPHALT"
BID NO.: 2011-225-09-28-SGS
BID PAGE

Vendor must thoroughly fill in each section of the Bid Page ("Exhibit B") if applicable. Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession)

Bid Price by the Gallon (Freight to Be Included). Vendor Must Supply Pump and Hose (For Unloading)

QUANTITY (Only On An As Needed Basis)	DELIVERED PRICE AMOUNT	ADDITIONAL COST (SPECIFY)
LOADS OF 1000 GALLONS OR LESS	\$ _____ PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: \$ _____
LOADS OF 1,001 TO 2,000 GALLONS	\$ _____ PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: \$ _____
LOADS OF 2,001 TO 3,000 GALLONS	\$ _____ PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: \$ _____
LOADS OF 3,001 TO 4,000 GALLONS	\$ _____ PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: \$ _____
LOADS OF 4,001 TO 5,000 GALLONS	\$ _____ PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: \$ _____

Bidder's Information:

Bidder/Company Name: _____

Address: _____

City/State/Zip Code: _____

Phone & Fax No.'s: _____

Cell Phone: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

EXHIBIT “C”
INSURANCE REQUIREMENTS

REQUEST FOR BIDS

HIDALGO COUNTY

“CRS-2 (CATIONIC RAPID SETTING)
EMULSIFIED ASPHALT”

RFB No.: 2011-225-09-28-SGS

EXHIBIT "C"

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD		CERTIFICATE OF INSURANCE	DATE (MM/DD/YY)
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED		INSURERS AFFORDING COVERAGE	
		INSURER A:	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THEIR TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$
	<input type="checkbox"/> CLAIMS MADE OCCUR				MED (Any one person) \$
	<input type="checkbox"/> OWNER'S & CONT PROT				PERSONAL & ADV INJURY \$
	<input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY				ANNUAL AGGREGATE \$
	<input type="checkbox"/> SEMI-AGGREGATE LIMIT APPLIES PER POLICY PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$
B	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	<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) \$
	<input type="checkbox"/> HIRED AUTOS				
<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY EA ACC AGG \$
					\$
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 STATU- <input type="checkbox"/> OTHER TORY LIMITS
					E L EACH ACCIDENT \$
					E L DISEASE-EA EMPLOYEE \$
					E L DISEASE-POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
		AUTHORIZED REPRESENTATIVE

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 Commissioner's 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 Commissioner's 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”

CIQ FORM
CONFLICT OF INTEREST QUESTIONNAIRE

REQUEST FOR BIDS

HIDALGO COUNTY

“CRS-2 (CATIONIC RAPID SETTING)
EMULSIFIED ASHALT”

RFB No.: 2011-225-09-28-SGS

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 Log., 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

VENDOR'S
APPLICATION
&
W-9 FORM

REQUEST FOR BIDS

HIDALGO COUNTY

“CRS-2 (CATIONIC RAPID SETTING)
EMULSIFIED ASPHALT”

RFB No.: 2011-225-09-28-SGS

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/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)		Requestor'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 the "Name" line 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								

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

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 ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

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.

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. 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.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

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 payee 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 a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt 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 I instructions on page 3 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 for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

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/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

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/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity 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.

The following payees are exempt from backup withholding:

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 following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, 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-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, 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.ssa.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 Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting 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. Entering "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 item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

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) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 9832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

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 "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the 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 for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

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.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and 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. Under section 3406, payors must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CERTIFICATION
REGARDING DEBARMENT

REQUEST FOR BIDS

HIDALGO COUNTY

“CRS-2 (CATIONIC RAPID SETTING)
EMULSIFIED ASPHALT”

RFB No.: 2011-225-09-28-SGS

**Certification
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____
Print Name: _____
Title: _____
Telephone Number: _____
Date: _____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT “B”

BID PAGE

EXHIBIT "B"
HIDALGO COUNTY
 (ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)
"CRS-2 (CATIONIC RAPID SETTING) EMULSFIED ASPHALT"
BID NO.: 2011-225-09-28-SGS
BID PAGE

Vendor must thoroughly fill in each section of the Bid Page ("Exhibit B") if applicable. Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession)

9:45
 9/08/11
 Witnessed

Bid Price by the Gallon (Freight to Be Included). Vendor Must Supply Pump and Hose (For Unloading)

QUANTITY (Only On An As Needed Basis)	DELIVERED PRICE AMOUNT	ADDITIONAL COST (SPECIFY)
LOADS OF 1000 GALLONS OR LESS	\$ <u>3.50</u> PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: after first 2 hours \$ 50. ⁰⁰
LOADS OF 1,001 TO 2,000 GALLONS	\$ <u>3.20</u> PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: after first 2 hours \$ 50. ⁰⁰
LOADS OF 2,001 TO 3,000 GALLONS	\$ <u>2.80</u> PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: after first 2 hours \$ 50. ⁰⁰
LOADS OF 3,001 TO 4,000 GALLONS	\$ <u>2.55</u> PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: after first 2 hours \$ 50. ⁰⁰
LOADS OF 4,001 TO 5,000 GALLONS	\$ <u>2.30</u> PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: after first 2 hours \$ 50. ⁰⁰

Bidder's Information:

Bidder/Company Name: DuBose Interests, LLC
dba: Performance Grade Asphalt, LLC.

Address: P.O. Box 6

City/State/Zip Code: Hitchcock, TX. 77563

Phone & Fax No.'s: 409-986-7740 / Cell 409-986-7950

Cell Phone: 281-387-9869 or 409-739-7757

Authorized Signature: *Clarke DuBose*

Printed Name: Clarke DuBose

Title: President

EXHIBIT “C”

**CERTIFICATE OF
INSURANCE**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/22/2011

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 Rust, Ewing, Watt & Haney, Inc. 7900 Emmett Lowry Expressway Texas City TX 77591		CONTACT NAME: Patsy Beall ACSR PHONE (A/C. No. Ext): (409) 934-8000 E-MAIL ADDRESS: patsy_beall@rustewing.com PRODUCER CUSTOMER ID #: 00005473		FAX (A/C. No.): (409) 935-1883
INSURED Dubose Interests LLC DBA Performance Grade Asphalt LLC Rifle Transportation LLC&Gator Rec P. O. Box 6 Hitchcock TX 77563		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Gemini Insurance/SW Risk		10833
		INSURER B: Hallmark County Mutual/US Risk		
		INSURER C: Texas Mutual Insurance Company		22945
		INSURER D: Great American Insurance Group		
		INSURER E:		
		INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 11-12 Rnwl WC Certs **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			VIGP012755	11/20/2010	11/20/2011	EACH OCCURRENCE	\$ 1,000,0
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,0
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,0
							PERSONAL & ADV INJURY	\$ 1,000,0
							GENERAL AGGREGATE	\$ 2,000,0
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 2,000,0
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							\$
B	AUTOMOBILE LIABILITY			TXA506163-01	11/20/2010	11/20/2011	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,0
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS							\$
<input checked="" type="checkbox"/> NON-OWNED AUTOS				\$				
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DEDUCTIBLE							\$
	RETENTION \$							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TSF-0012106801	2/23/2011	2/23/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT	\$ 1,000,0
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,0
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,0
D	Cargo Insurance			IMP 388 76 31 02	11/20/2010	11/20/2011	Per Turck-No Refer Coverage	\$100,0
	All Risk w/exclusions						Deductible	\$1,0

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Additional Insured applies to the Auto policy and Blanket Additional Insured applies to the General Liability policy and Blanket Waiver of Subrogation applies to the Workers Compensaiton as required by written contract between the insured and certificate holder.

CERTIFICATE HOLDER

(956) 292-7612

County of Hidalgo
2812 S. Business 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

J Blackshear Jr. CIC/ *J Blackshear Jr.*

ACORD VEHICLE SCHEDULE

DATE (MM/DD/YY)
6/27/2011

AGENCY	PHONE (A/C, NO, EXT): (409) 934-8000 FAX (A/C, NO): (409) 935-1883	APPLICANT (First Named Insured) Dubose Interests, LLC, DBA: Performance Grade Asphalt, LLC
Rust, Ewing, Watt & Haney, Inc. 7900 Emmett Lowry Expressway Texas City TX 77591	EFFECTIVE DATE: 11/20/2010 EXPIRATION DATE: 11/20/2011	DIRECT BILL: <input checked="" type="checkbox"/> AGENCY BILL PAYMENT PLAN: Surplus AUDIT: <input type="checkbox"/>
CODE: _____ AGENCY CUSTOMER ID: 00005473	SUB CODE: _____ FOR COMPANY USE ONLY	

VEHICLE DESCRIPTION

VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.	VEHICLE TYPE	SYM/AGE	COST NEW					
8	1976	Trailmobile	Trailer		N41035			1000					
CITY, STATE, ZIP WHERE GARAGED		Hitchcock TX 77563		LIC STATE	TERR	GVW/GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERM	
DRIVE TO WORK/SCHOOL		USE	COMM'L	CHECK COVERAGES	ADD'L NO. FAULT	UNDRINS MOTOR TOWING & LABOR SPEC C OF L	F	LSP	RENT REIMB	DEDUCTIBLES	ACV	COMP	SPEC C OF L
< 15 MILES		PLEASURE	RETAIL	LIAB	MED PAY		FT	COMP	FG	AA	STANT	\$	2,500
15 MILES +		FARM	SERVICE	NO. FAULT	UNINS MOTOR		FTW	COLL				\$	10,000
NET VEH DRICR:												\$	2,500
9	1969	Fruehauf	Trailer		OMK472503			1000					
CITY, STATE, ZIP WHERE GARAGED		Hitchcock TX 77563		LIC STATE	TERR	GVW/GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERM	
DRIVE TO WORK/SCHOOL		USE	COMM'L	CHECK COVERAGES	ADD'L NO. FAULT	UNDRINS MOTOR TOWING & LABOR SPEC C OF L	F	LSP	RENT REIMB	DEDUCTIBLES	ACV	COMP	SPEC C OF L
< 15 MILES		PLEASURE	RETAIL	LIAB	MED PAY		FT	COMP	FG	AA	STANT	\$	2,500
15 MILES +		FARM	SERVICE	NO. FAULT	UNINS MOTOR		FTW	COLL				\$	10,000
NET VEH DRICR:												\$	2,500
10	2002	Ford	F250		1FTNW21FX2EC60921			1000					
CITY, STATE, ZIP WHERE GARAGED		Hitchcock TX 77563		LIC STATE	TERR	GVW/GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERM	
DRIVE TO WORK/SCHOOL		USE	COMM'L	CHECK COVERAGES	ADD'L NO. FAULT	UNDRINS MOTOR TOWING & LABOR SPEC C OF L	F	LSP	RENT REIMB	DEDUCTIBLES	ACV	COMP	SPEC C OF L
< 15 MILES		PLEASURE	RETAIL	LIAB	MED PAY		FT	COMP	FG	AA	STANT	\$	2,500
15 MILES +		FARM	SERVICE	NO. FAULT	UNINS MOTOR		FTW	COLL				\$	20,000
NET VEH DRICR:												\$	2,500
11													
CITY, STATE, ZIP WHERE GARAGED				LIC STATE	TERR	GVW/GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERM	
DRIVE TO WORK/SCHOOL		USE	COMM'L	CHECK COVERAGES	ADD'L NO. FAULT	UNDRINS MOTOR TOWING & LABOR SPEC C OF L	F	LSP	RENT REIMB	DEDUCTIBLES	ACV	COMP	SPEC C OF L
< 15 MILES		PLEASURE	RETAIL	LIAB	MED PAY		FT	COMP	FG	AA	STANT	\$	2,500
15 MILES +		FARM	SERVICE	NO. FAULT	UNINS MOTOR		FTW	COLL				\$	2,500
NET VEH DRICR:												\$	2,500
CITY, STATE, ZIP WHERE GARAGED				LIC STATE	TERR	GVW/GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERM	
DRIVE TO WORK/SCHOOL		USE	COMM'L	CHECK COVERAGES	ADD'L NO. FAULT	UNDRINS MOTOR TOWING & LABOR SPEC C OF L	F	LSP	RENT REIMB	DEDUCTIBLES	ACV	COMP	SPEC C OF L
< 15 MILES		PLEASURE	RETAIL	LIAB	MED PAY		FT	COMP	FG	AA	STANT	\$	
15 MILES +		FARM	SERVICE	NO. FAULT	UNINS MOTOR		FTW	COLL				\$	
NET VEH DRICR:												\$	
CITY, STATE, ZIP WHERE GARAGED				LIC STATE	TERR	GVW/GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERM	
DRIVE TO WORK/SCHOOL		USE	COMM'L	CHECK COVERAGES	ADD'L NO. FAULT	UNDRINS MOTOR TOWING & LABOR SPEC C OF L	F	LSP	RENT REIMB	DEDUCTIBLES	ACV	COMP	SPEC C OF L
< 15 MILES		PLEASURE	RETAIL	LIAB	MED PAY		FT	COMP	FG	AA	STANT	\$	
15 MILES +		FARM	SERVICE	NO. FAULT	UNINS MOTOR		FTW	COLL				\$	
NET VEH DRICR:												\$	

ACORD 128 (2003/08)
INS129 (0309) 010

AI-29620

19. B. 1.

CC REGULAR

Meeting Date: 11/15/2011

Submitted For: Martha Salazar

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval of contract document with L & G Engineering Laboratory (authorized for negotiations by CC 10/18/11) for the provision of Construction Materials Testing for "Hidalgo County Precinct No. 1" on an as needed basis.

BACKGROUND

Contract has been reviewed and approved as to form by Legal Counsel.

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Contract is on an "as needed basis" for Pct. 1. Funding to be determined once Pct. 1 identifies projects and WA's are submitted by vendor and approved by CC to begin work on a particular project.

Attachments

Contract Documentation

Legal's approval of contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/09/2011 05:04 PM
Budget & Management	Merlen P. Munoz	11/10/2011 07:58 AM
Ivan Cantu	Ivan Cantu	11/10/2011 10:59 AM
Auditor's Office	Angela Garcia	11/10/2011 04:42 PM
Form Started By: Vangie Garcia		Started On: 11/09/2011 09:14 AM
	Final Approval Date: 11/10/2011	

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-11-289-11-15

THIS AGREEMENT is made effective the 15th day of **November, 2011** by and between **HIDALGO COUNTY, TEXAS, (“County”) Precinct No. 1** and **L & G Engineering Laboratory, LLC of Mercedes, a Texas Corporation (“Laboratory”)**.

WITNESSETH:

WHEREAS, the County is vested with the responsibility of providing **“Construction Materials Testing”** for **“Hidalgo County Precinct No. 1 Projects”** (on an as needed basis) (the **“Services”**);

WHEREAS, the County has determined that the services of a professional laboratory company is necessary to carry out the required **Services**;

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the **“Texas Professional Services Procurement Act”**), the County requested **Statements of Qualifications (SOQ’s)** from a professional laboratory to assist the County by providing the **Services**;

WHEREAS, County has selected the Laboratory to provide the **Services** within **Hidalgo County Precinct No. 1**, in accordance to Exhibit **“A-1” Request for Qualifications (RFQ) Procurement Packet**.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Laboratory do mutually agree as follows:

1. Scope of Services. The County will provide to Laboratory the services described in Exhibit "A" attached hereto and entitled "Services to be Performed by County." Laboratory agrees to provide to County with the work described in Exhibit "B", "Services to be Performed by the Laboratory".

2. Term. This Agreement is for a period of **one (1) year, effective November 15, 2011, and will expire November 14, 2012** or unless sooner terminated as provided herein. The Laboratory will not begin to work or incur costs until authorized in writing by the County with each "Work Authorization".

3. Compensation. The maximum amount payable under this Agreement shall not exceed the amount for each work authorization unless an amendment is executed as provided hereinafter. The Laboratory shall submit periodic requests for payment within (30) thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Laboratory agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Laboratory shall be mailed to the address shown in numbered paragraph 23 herein.

4. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Laboratory, or of a subcontractor, the Laboratory shall provide and require its

subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay their work.

5. Amendments. If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement Form) more particularly described in Exhibit "E" within the agreement. The County retains the right to reject any such amendment proposed by the Laboratory. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Laboratory, the County shall require the Laboratory to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Laboratory, the County will reimburse the Laboratory for the additional work at the same rate of pay established in Exhibit "C," "Laboratory Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

6. Reporting. The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the Agreement, including:

- a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and

any County or, if Federal Funds are involved, Federal assistance needed to resolve the situation.

- b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

7. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Laboratory or furnished to the Laboratory by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction or limitation on their further use. The Laboratory may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

8. Suspension of Work. Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Laboratory, followed by written confirmation from the County to Laboratory to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Laboratory to that effect. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the County to the Laboratory. The sixty-day notice may be waived as agreed in writing by both the County and Laboratory. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

9. Progress and Coordination. The Laboratory shall, from time to time during the progress of the work, confer with the County. The Laboratory shall prepare and

present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Laboratory's services and work.

At the request of the County or the Laboratory, conferences shall be provided at the Laboratory's office, the offices of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Laboratory's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding the Laboratory's preliminary report will be addressed by the Laboratory in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the Laboratory's Services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the Laboratory's Services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "D", attached hereto, the County shall review the approved Work Authorization with the Laboratory to determine the corrective action needed by either the County or the Laboratory.

The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the progress of the Laboratory's Services and work and the approved Work Schedule, including:

- a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the Laboratory within established time

periods; this disclosure will be accompanied by a statement by the Laboratory of recommended or immediate action taken, or contemplated, and any Owner or other agency or entity assistance needed to resolve the situation: and

- b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

10. Independent Contractor. Laboratory must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the Services provided by Laboratory under this Agreement. Notwithstanding the foregoing sentence, Laboratory represents and maintains that it is an Independent Contractor and is not an employee of Hidalgo County, Texas or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Laboratory agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. Subcontracting and Assignment. The Laboratory shall not assign subcontract or transfer the Laboratory's interest in this Agreement without the prior written consent of the County. The Laboratory shall bind every subcontractor by written agreement to observe all the terms of this Agreement to the extent that they may be applicable to each subcontractor. No subcontract relieves the Laboratory of any responsibilities under this Agreement.

12. Voluntary Termination. County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Laboratory.

13. Insurance. Laboratory agrees to provide liability insurance covering its activities in providing the Services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

14. Payment of Franchise Tax. The Laboratory hereby certifies that the Laboratory is not delinquent in Texas franchise tax payments, or that the Laboratory is exempt from, or not subject to, such tax. A false statement concerning Laboratory's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the County.

15. Conflict. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to Agreement, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them the legal requirements and only during the time such conflict exists.

16. Termination by County. If Laboratory fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Laboratory fails to comply with any conditions in this Agreement, then County shall

have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Laboratory.

17. No Waiver. No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

18. Entire Agreement. This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Laboratory, and not otherwise.

19. Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

20. Hold Harmless. In the event Laboratory should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Laboratory shall hold harmless and indemnify County from any and all obligations, liabilities, cause of action, lawsuits, damages, and assessments, including legal fees, etc., that from the Laboratory's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

21. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated, or a cause of action in law or equity is filed concerning the operation,

construction, interpretation, or enforcement of this Agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

22. Notices. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by a registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: County of Hidalgo
Attention: County Judge
1615 South Closner, Suite J
Edinburg, Texas 78539

If to Laboratory: L & G Engineering Laboratory, LLC
Attn: Mr. Jacinto Garza, P.E./President
2100 West Expressway 83
Mercedes, Texas 78570

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addresses or, if mailed at such time as it is deposited in the United States mail.

23. Commitment of Current Revenues. In the event that, during any term hereof, the Owner does not appropriate sufficient funds to meet to the obligations of

this Agreement, the Owner may terminate this Agreement upon thirty (30) days written notice to the Engineer. The Owner 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 the Owner pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1995

24. Executions of Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

25. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

26. Gender. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

27. Authority. The execution and performance of this Agreement by County and Laboratory have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Laboratory in accordance with its terms.

28. Professional Seal. All documents and data furnished by the Laboratory to the County shall bear Professional seal of a licensed Engineer employed by the Laboratory.

EXECUTED as of the day and year first written above.

COUNTY:
COUNTY OF HIDALGO, TEXAS

By: _____
Hon. Ramon Garcia, County Judge

LABORATORY:
L & G ENGINEERING LABORATORY LLC

By: _____

Printed Name _____

Title: _____

ATTEST:

Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court on: _____.

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

By: _____
Stephen L. Crain, Attorney

ATTACHMENTS:

- EXHIBIT A -Scope of Services to be provided by the County
- EXHIBIT B -Scope of Services to be provided by the Laboratory
- EXHIBIT C -Laboratory's Rates
- EXHIBIT D -Work Authorization Form
- EXHIBIT E -Supplemental Agreement Form
- EXHIBIT F -Certificates of Insurance

EXHIBIT A-1

-Request for Qualifications (RFQ)
Procurement Packet



PURCHASING DEPARTMENT
County Of Hidalgo

December 13, 2010

Re: HIDALGO COUNTY
Request For Qualifications (RFQ)-HIDALGO COUNTY-"CON STRUCTION MATERIALS
TESTING SERVICES" - RFQ No: 2011-004-01-05-MEG

Dear Respondent:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar
Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/meg

Enclosures



PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST
HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"CONSTRUCTION MATERIALS TESTING SERVICES"
RFQ NO: 2011-004-01-05-MEG

1. Request for Qualifications Letter.
2. Request for Qualifications Legal Notice, consisting of 8 pages.
3. Exhibit "A", Requirements, consisting of 7 pages.
4. Attachment "A" Schedule of Services and Related Fees Price Schedule, consisting of 4 pages.
5. Exhibit "B", Evaluation Criteria, consisting of 3 pages.
6. Exhibit "C", Insurance Requirements, consisting of 4 pages.
7. Exhibit "D", Conflict of Interest Questionnaire (CIQ), consisting of 1 page.
8. Exhibit "E", Proposer's Affidavit, consisting of 1 page.
9. Bidder/Vendor Application and Historically Underutilized Business (HUB) Declaration consisting of 2 pages.
10. Request for Taxpayers Identification Number and Certification Form (W-9) consisting of 4 pages.
11. Certification Regarding Debarment, Suspension, and other Responsibility Matters, consisting of 1 page.

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.



Martha L. Salazar, CPPB, Purchasing Agent

12/13/10

Date

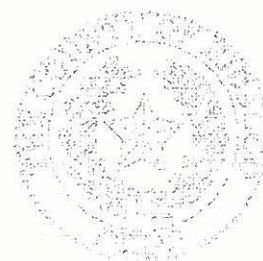
(RFQ) REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY-
"CONSTRUCTION MATERIALS TESTING SERVICES"
(Including all Funding Sources, Programs and Entities)

Acceptance Due Date: January 05, 2011

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539



1. Sealed qualifications will be received for HIDALGO COUNTY –“CONSTRUCTION MATERIALS TESTING SERVICES”, in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.
2. One (1) original, seven (7) copies of all qualifications and two (2) CDs in PDF Format are required with the proposer's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, RFQ – 2011-004-01-05-MEG - HIDALGO COUNTY- "CONSTRUCTION MATERIALS TESTING SERVICES" and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, ON OR BEFORE 9:30 A.M., WEDNESDAY, JANUARY 05, 2011. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION. Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.
3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.
4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all qualifications and re-advertise.
5. For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the qualification.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalogue numbers and any necessary references.
7. No qualification may be withdrawn within sixty (60) days from the scheduled time to open qualifications.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.
9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Proposers shall acknowledge receipt of all addenda as a part of their qualification.
10. County reserves the right to accept or reject any or all qualifications.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. DELIVERY INSTRUCTIONS:

- . No deliveries accepted after 3:00 P.M., Monday-Friday.
- . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- . If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

15. BILLING AND PAYMENT INSTRUCTIONS:

- . Invoices must include:
 - a) Name and address of successful proposer
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)
 - d) Notation - HIDALGO COUNTY-"CONSTRUCTION MATERIALS TESTING SERVICES"
 - e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- . Discount payments will be considered when offered.
- . Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR' S OFFICE
 Postal/Mailing 2812 S. Business Hwy. 281
 Edinburg, Texas 78539
 (956) 318-2511

16. Schedule of Events

Qualification Opening, 9:30 A.M.	<u>JANUARY 05,</u> 2011
Award of Contract	_____, 2011
Commence Work or Deliver Products	_____, 2011

17. ~~Bid-or-Performance-Bond and Debarment Certification; Payment under Contract:~~

- . ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All proposers are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.~~
- . ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.~~
- . ~~If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~
- . ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor shall provide a payment bond for a contract in excess of Twenty-Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.~~
- . ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. Ethical Standards:

- . It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree

to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before any department or agency of the County.

- . It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- . No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

19. Disclosure of Conflict of Interest

- . Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closer, Edinburg, Texas 78539—Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.

20. If, during the life of any contract or qualification awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
21. Qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
22. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a qualification, represents to County that it meets the following requirements:

- . Possess or is able to obtain adequate financial resources as required to perform under the qualification;
 - . Be able to comply with the required or proposed delivery schedule;
 - . Have a satisfactory record of performance;
 - . Have a satisfactory record of integrity and ethics;
 - . Be otherwise qualified and eligible to receive an award.
23. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposer's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
24. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.
25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:
- A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the requirements.
26. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.
27. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in

material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
29. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.
30. Proposers shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.
31. Proposers must provide all documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Qualification
for
HIDALGO COUNTY-
"CONSTRUCTION MATERIALS TESTING SERVICES"
(Including all Funding Sources, Programs and Entities)
RFQ NO: 2011-004-01-05-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Proposer agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm:

Address:

By:

Printed Name:

Title:

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

REQUEST FOR QUALIFICATIONS

“CONSTRUCTION MATERIALS TESTING SERVICES”

RFQ NO.: 2011-004-01-05-MEG

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas Professional Independent Testing Laboratories in order to establish a pre-qualified pool of Independent Testing Laboratories on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Independent Testing Laboratories will be for a period starting February 9, 2011 and ending February 8, 2012. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of "**Hidalgo County-Construction Materials Testing Services**" (including all funding sources, Programs, and Entities)-Request For Qualifications" as specified herein. Statements of Qualifications will be accepted until 9:30 A.M., Wednesday, January 05, 2011. **ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFQ Number: 2011-004-01-05-MEG

US Postal Mail Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

The Submittal Envelope Must Show The RFQ Number, Name And Opening Date.

The following outlines the Request for Qualifications:

SECTION I - GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED via facsimile to (956)318-2629 or via e-mail to elena.gomez@co.hidalgo.tx.us NO LATER THAN Monday December 27, 2010 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Wednesday December 29, 2010 at 5:00 P.M. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with

Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Clossner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:

Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT:

Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:

It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or request for qualifications procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFQ DELIVERY:

Hidalgo County requires submitters, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

SIGNING OF QUALIFICATIONS:

In order to be considered, all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:

The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:

The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT:

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II - RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:

The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original and seven (7) copies** of the RFQ and two (2) CDs in PDF Format shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:

This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:

The County of Hidalgo is seeking to contract with a competent independent material testing laboratory, registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Roadway Material Production and Construction Inspection Testing
- Inspection of Hot Mix and Concrete Plants
- Drilling and Logging of Soil Borings
- Acquisition and Testing of Samples of Existing Soils for the Planning, Design and Construction of Transporting Facilities
- Roadway Construction Project located in Hidalgo County
- TxDOT Certification

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. **A list of ongoing projects similar in scope under TxDOT procurement basis shall be included in an appendix.** For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this

project who participated in the listed projects should be provided. This project list is limited to five (5) pages.

PERSONNEL AND STAFFING:

The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:

This section will contain any licenses and certifications as required by HIDALGO COUNTY, the STATE OF TEXAS, TxDOT, etc. The independent Testing Laboratories should add copies of their Professional Liability Insurance.

SCOPE OF SERVICES:

The construction materials testing services contract will encompass all project-related testing services to the County of Hidalgo including, but not limited to, the following:

Hidalgo County is inviting qualifications from qualified Independent Testing Laboratories to provide construction materials testing services for the "Projects". **Name additional testing services that are sublet to other consulting firms.**

Minimum Qualifications for Independent Testing Laboratories include, but may not be limited to the following:

- a. Ability to perform Geotechnical Testing/ Investigation/ Drilling
- b. Ability to perform Environmental Services
- c. Ability to perform Soil Density Testing
- d. Ability to perform Surveying and Sampling Soils
- e. Ability to perform Materials Testing (Asphaltic and Concrete)
- f. Ability to perform Material Testing and Laboratory Analysis
- g. Ability to perform Hot Mix Plant Inspections and Testing
- h. Ability to perform Transportation Foundation Studies
- i. Ability to perform Building Foundation Studies
- j. Ability to perform Professional Liability Insurance for \$1 Million Dollars without limiting liability to Professional Fees
- k. Average response time from your office to the job site

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:

The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq. Once selected, proposer is to provide a fee proposal for the following scope of work.

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County requires **one (1) original submittal, seven (7) copies and two (2) CD'S in PDF Format.**

STATEMENT OF QUALIFICATIONS GRADING AND RANKING:

Once a Project has been identified and it is determined that Construction Materials Testing Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court and/or the User Department in need of Construction Materials Testing Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms;

2. Hidalgo County Commissioners' Court and/or an Evaluation Committee (selected and/or designated by County Commissioner's Court) will review, score, and evaluate the proposals received in response to this Hidalgo County Request for Proposals;
3. A grid of the scores will be presented to Commissioners' Court for the purpose of ranking and approval for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

SECTION III - SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:

The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. STAFFING OF PROJECT TEAM

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, drainage/irrigation districts, TX DOT or other clients as stated in the Request for Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix. **Indicate the number of engineers on your staff. A list of ongoing project similar in scope under TxDot procurement basis shall be included in an appendix.**

2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES

The provider shall designate experienced independent testing laboratory staff to completely and efficiently perform the work. The designated individuals (Project Manager and Key Personnel) may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this selection, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. METHODOLOGY

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

- Knowledge, experience, and the equipment to provide the anticipated services
- Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS

The proposal shall include the following:

- * demonstrate an understanding of the scope of services
- * address appropriate Federal/State/Local regulations and policies
- * identify information to be gathered or obtained

The firms should provide as much background information as to its experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required)

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) Attachment "A" including fees;
2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.
3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

RFQ SUBMITTED TO: One (1) original, seven (7) copies, and two (2) CD's in PDF Format of RFQs should be submitted to:

US Postal Mail Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

RFQs must be submitted by **no later than 9:30 a.m. on Wednesday, January 05, 2011.** All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

Attachment "A"
ENGINEERING LABORATORIES
SCHEDULE OF SERVICES AND RELATED FEES AND LABORATORY TESTING UNIT PRICE
SCHEDULE

*****THIS FORM IS MERELY TO BE AS A GUIDE
 USED POST RANKING BY COMMISSIONERS COURT ONLY*****
refer back to requirements page 7, negotiations process

NO.	DESCRIPTION	UNIT COST
PERSONNEL RATES		
01	Soils and Aggregate Technician	\$ _____ / Hour
02	Surveying and Sampling Soils for Highways	\$ _____ / Hour
03	Soils Technician- Density Testing, Radiation Safety Certified	\$ _____ / Hour
04	HMA Level 1-A Certified Technician	\$ _____ / Hour
05	HMA Level 1-B Certified Technician	\$ _____ / Hour
06	ACI Certified Field Grade I Technician A. Includes necessary concrete slump cone, rod, air meter, thermometer	\$ _____ / Hour
07	ACI Certified Field Grade II Technician	\$ _____ / Hour
08	Geotechnical Engineer, P.E.	\$ _____ / Hour
09	Geotechnical Engineer, E.I.T.	\$ _____ / Hour
10	Secretarial, Report Preparation and Reporting	\$ _____ / Hour
11	Logger (In Conjunction with Engineer)	\$ _____ / Hour
TRAVEL EXPENSE		
12	Vehicle Fee Mileage (Applicable for all Trips)	\$ _____ / Mile
13	Mobilization for Truck Mounted Rig, Drill Crew & Support	\$ _____ / Mile
14	Mobilization non standard equipment (4x4 All Terrain Rig)	Cost + _____ %
15	Barge Mobilization and Rental	Cost + _____ %
GEOTECHNICAL DRILLING AND ENGINEERING SERVICES		
16	Borings in Soil	\$ _____ / Foot
17	Borings in Soft Rock	\$ _____ / Foot
18	Rock Coring	\$ _____ / Foot
19	Standby Time (Drill Rig and Crew)	\$ _____ / Foot
20	Grout/ Bentonite Backfill	\$ _____ / Foot
21	Dozer/ Clearing Cost	Cost + _____ %
22	Concrete/Asphalt Patch	\$ _____
23	Traffic Control/ Signs, Barricades, etc.	Cost + _____ %
24	All Other Outside Expenses	Cost + _____ %

NO.	DESCRIPTION	UNIT COST
EQUIPMENT EXPENSE		
25	Laptop Computer Rental (w/ Printer)	\$ _____ /Day
26	Laptop Computer Rental (w/ Printer)	\$ _____ /Wk
27	Laptop Computer Rental (w/ Printer)	\$ _____ /Mo.
28	Concrete Beam Breaker	\$ _____ /Day
29	Concrete Beam Breaker	\$ _____ /Wk
30	Concrete Beam Breaker	\$ _____ /Mo.
31	Vacuum Extractor	\$ _____ /Mo
32	Asphalt Thermometer (Provided w/ Technician)	NC
33	Miscellaneous Expenses	Cost + _____ %
TEX METHOD	TEST DESCRIPTION	UNIT COST
SOILS SECTION		
Tex-100-E	Surveying and Sampling Soils for Highways	\$ _____ Hr
Tex-103-E	Determination of Moisture Content is Soil Material	\$ _____ Ea
Tex-104-E	Determination of Liquid Limit of Soils	\$ _____ Ea
Tex-105-E	Determination of Plastic Limit of Soils	\$ _____ Ea
Tex-106-E	Methods of Calculating the Plasticity Index of Soils w/ 104-E and 105-E	\$ _____ Ea
Tex-107-E	Determination of Bar Linear Shrinkage of Soils	\$ _____ Ea
Tex-108-E	Determination of Specific Gravity of Soils	\$ _____ Ea
Tex-110-E	Part I Sieves thru 40	\$ _____ Ea
	Part II Sieves thru 200	\$ _____ Ea
	Additional Sieves	\$ _____ Ea
Tex-111-E	Minus 200 Sieve Analysis	\$ _____ Ea
Tex-113-E	Laboratory Compaction Characteristics and Moisture Density Relationship of Base Materials and Cohesionless Sand	\$ _____ Ea
Tex-116-E	Ball Mill Method for Determination of the Disintegration of Flexible Base Material	\$ _____ Ea
Tex-117-E	Triaxial Compressive Test for Disturbed Soils and Base materials (Part I Standard Method)	\$ _____ Ea
	Disturbed Soils and Base Materials (Part II)	\$ _____ Ea
Tex-118-E	Triaxial Compression Test for Undisturbed Samples	\$ _____ Ea
Tex-128-E	Determination of Soil pH	\$ _____ Ea
Tex-129-E	Method of Test for the Resistivity of Soils Material	\$ _____ Ea
HOT MIX SECTION		
Tex-200-F	Sieve Analysis of Fine and Coarse Aggregates (Dry)	\$ _____ Ea
	Sieve Analysis of Fine and Coarse Aggregates (Wet)	\$ _____ Ea
Tex-201-F	Bulk Specific Gravity and Water Absorption of Aggregate	\$ _____ Ea
Tex-202-F	Apparent Specific Gravity of material Finer than 180m (No. 80) Sieve	\$ _____ Ea
Tex-203-F	Sand Equivalent Test	\$ _____ Ea

Tex-205-F	Laboratory Method of Mixing Bituminous Mixtures	\$ _____ Ea
TEX METHOD	TEST DESCRIPTION	UNIT COST
Tex-206-F	Method of Compacting Test Specimens of Bituminous Mixtures	\$ _____ Set
Tex-207-F	Determination of Density of Compacted Bituminous Mixtures	\$ _____ Ea
Tex-208-F	Test for Stabilometer Value of Bituminous Mixtures	\$ _____ Set
Tex-210-F	Determination of Asphalt Content of Bituminous Mixtures by Extraction	\$ _____ Ea
Tex-212-F	Determination of Moisture Content of Bituminous Mixtures Part II	\$ _____ Ea
Tex-217-F	Determination of Deleterious Material and Decantation Test for Coarse Aggregate	\$ _____ Ea \$ _____ Ea
Tex-224-F	Determination of Falkiness index	\$ _____ Ea
Tex-227-F	Theoretical Maximum Specific Gravity of Bituminous Mixtures	\$ _____ Ea
CONCRETE SECTION		
Tex-401-A	Sieve Analysis of Fine and Coarse Aggregate (Dry)	\$ _____ Ea
	Sieve Analysis of Fine and Coarse Aggregate (Wet)	\$ _____ Ea
Tex-402-A	Fineness Modulus of Fine Aggregate (In Conjunction with 401-A)	\$ _____ Ea
Tex-403-A	Saturated Surface Dry Specific Gravity and Absorption of Aggregates	\$ _____ Ea
Tex-404-A	Determination of Unit Mass (Weight) of Aggregates	\$ _____ Ea
Tex-405-A	Determination of Percent Solids and Voids in Concrete Aggregate	\$ _____ Ea
Tex-406-A	Material Finer than 75um (No. 200) Sieve in Mineral Aggregates (Decantation Test for Concrete Aggregates)	\$ _____ Ea
Tex-407-A	Method For Sampling Freshly Mixed Concrete (included in hourly technician rate)	\$ _____ Ea
Tex-408-A	Organic Impurities in Fine Aggregate for Concrete	\$ _____ Ea
Tex-409-A	Free Moisture and Water Absorption in Aggregate for Concrete	\$ _____ Ea
Tex-413-A	Determination of Deleterious Materials in Mineral Aggregate	\$ _____ Ea
Tex-415-A	Slump of Portland Cement Concrete (Included in hourly technician rate)	N/C
Tex-416-A	Air Content of Freshly Mixed Concrete by the Pressure Method (Included in hourly technician rate)	N/C
Tex-420-A	Flexural Strength of Concrete (Using Simple Beam Center Point Loading)	\$ _____ Ea
Tex-447-A	Making and Curing Concrete Test Specimens (Technician time to make cylinders will be charged at approved hourly rates)	\$ _____ Ea
Tex-448-A	Flexural Strength of Concrete (Using Sample Beam Third Point Loading)	\$ _____ Ea
Tex-460-A	Determination of Crushed Face Particle Count	\$ _____ Ea

TEX METHOD	TEST DESCRIPTION	UNIT COST
ASPHALT SECTION		
Tex-530-C	Effect of Water on Bituminous Paving Mixtures	\$ _____ Ea
Tex-531-C	Prediction of Moisture Induced Damage to Bituminous Paving Materials Using Molded Specimens	\$ _____ Ea
OTHER SECTION	Insert any other services provided and unit price category (i.e. Each, Set, Hour, Etc.)	

DRAFT

EVALUATION CRITERIA
Exhibit "B"
Hidalgo County-"Construction Materials Testing Services"
RFQ No. 2011-004-01-05-MEG

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. STAFFING OF PROJECT TEAM (25)

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, drainage/irrigation districts, TX DOT or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20)

The provider shall designate experienced engineering staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person, must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. METHODOLOGY (20)

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

- Knowledge, experience, and the equipment to provide the anticipated services
- Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)

The proposal shall include the following:

- * demonstrate an understanding of the scope of services
- * address appropriate Federal/State/Local regulations and policies
- * identify information to be gathered or obtained

The firms should provide as much background information as to its experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10)

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required)

EXHIBIT "B"
RFQ EVALUATION FORM – RFQ No.2011-004-01-05-MEG
HIDALGO COUNTY-"CONSTRUCTION MATERIALS TESTING SERVICES"

Selection Criteria	Points	Score
1. Staffing of Project Team (25)		
➤ Provide information on their proposed professional team members	10	
➤ Experience in performing similar contracts for counties, cities, drainage/irrigation districts, TXDOT etc.	10	
➤ A list of various projects for comparative purposes	5	
Comments/Rationale for points:	TOTAL:	=====
2. Experience of Project Team/Ability to Commit Resources (20)		
➤ Designate experienced engineering staff to efficiently perform the work.	10	
➤ Identify the project team composition, project leadership, reporting responsibilities etc.	10	
Comments/Rationale for points:	TOTAL:	=====
3. Methodology (20)		
➤ Knowledge, experience, and the equipment to provide the anticipated services	10	
➤ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	
Comments/Rationale for points:	TOTAL:	=====
4. Understanding of Project/Similar Projects (25)		
➤ Demonstrate an understanding of the scope of services	10	
➤ Address appropriate Federal/State/Local regulations and policies	5	
➤ Identify information to be gathered or obtained	10	
Comments/Rationale for points:	TOTAL:	=====
5. Familiarity with Applicable Rules and Regulations (10)		
➤ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	10	
Comments/Rationale for points:	TOTAL:	=====
TOTAL SCORE:		=====

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

Insurance Requirements Professional Services (i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars (\$1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.
2. A Five Hundred Thousand Dollars (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars (\$500,000.00) arising out of the services provided to County hereunder.
4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD		CERTIFICATE OF INSURANCE	DATE (MM/DD/YY)
PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
INSURED	INSURERS AFFORDING COVERAGE		
	INSURER A:		
	INSURER B:		
	INSURER C:		
	INSURER D:		
			INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THEIR TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$
	<input type="checkbox"/> CLAIMS MADE OCCUR				MED (Any one person) \$
	<input type="checkbox"/> OWNER'S & CONT PROT				PERM & ADY INJURY \$
	<input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY				ANNUAL AGGREGATE \$
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT LOC				PRODUCTS - COMP/CP \$
B	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Per accident) \$
	<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) \$
	<input type="checkbox"/> HIRED AUTOS				
<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY- EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN 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 STATUTORY LIMITS <input type="checkbox"/> OTHER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE EA EMPLOYEE \$
					E.L. DISEASE-POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	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 award of project by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): \$ _____

Automobile Liability: \$ _____ General Liability: \$ _____

- have already been met, see attached copy of insurance certificate.

Authorized Representative

Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____

2. Bonds: _____

3. Certificates: _____

4. Permits: _____

5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.

Authorized Signature

Date

Company

Address

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 [] Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

[] Yes [] No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

[] Yes [] No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

[] Yes [] No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFLICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My commission expires: _____, 20____.

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

¹List 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.

²Circle the minor's name and furnish the minor's SSN.

³You 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.

⁴List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**Certification
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____
Print Name: _____
Title: _____
Telephone Number: _____
Date: _____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "A"

Services to be Provided by County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

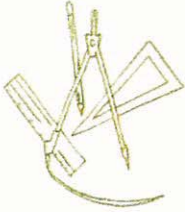
General:

The Owner will provide to the Laboratory the following:

- 1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
- 2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
- 3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
- 4) Provide any available relevant data the Owner may have on file concerning the projects.
- 5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
- 6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
- 7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

EXHIBIT B

-Scope of Services to be
Provided by the Laboratory



L&G Engineering Laboratory

Construction Material Testing
Geotechnical Engineering

November 3, 2011

Ms. Evangelina Y. Garcia
Contracts Manager
County of Hidalgo, Purchasing Department
2802 S. Business 281
Edinburg, Texas 78539

RE: Construction Materials Testing Services for Hidalgo County Precinct No. 1 Projects

Dear Ms. Garcia:

As requested, **L&G Engineering Laboratory, L.L.C. (L&G)**, is submitting the following required documents:

- The Scope of Services (Laboratory)(Exhibit "B")
- Laboratory's Proposed Fee Schedule (Exhibit "C")
- The Certificate of Insurance (Exhibit "F")

L & G Engineering Laboratory, L.L.C. appreciates the opportunity to submit these documents and look forward to working with **Hidalgo County Pct. 1** in the future. If I may be of any additional assistance or any additional information is required, please feel free to contact me at 956-565-0760.

Sincerely,
L&G ENGINEERING LABORATORY, L.L.C.

Ricardo A. Gil
General Manager

Attachments

EXHIBIT "B"
Scope of Services

PROJECT: R&B Geotechnical Reports and Construction Materials Testing, Pct. No. 1 Project

GENERAL SCOPE OF WORK

The Scope of Work will entail providing **Hidalgo County Precinct No. 1** with **Geotechnical Engineering and Construction Materials Testing Services**.

The Scope of Work is identified as follows:

- **Construction Materials Testing Services**

L&G Engineering Laboratory will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

Construction Materials Testing Services

L&G Engineering Laboratory, L.L.C. will provide **Hidalgo County Precinct No. 1** with Construction Materials Testing Services upon request. The services to be provided are as follows:

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Roads and Bridges to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
- Field sampling and testing of fresh concrete and Laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- Field Compaction testing of Asphalt to ensure proper compaction during lay down operations.
- Field inspection, sampling and testing of Asphalt materials to determine their materials properties and their compliance with project plans and specifications.
- Any additional laboratory testing as required/requested by **Hidalgo County Precinct No. 1**.
- Provide accurate and timely reports to **Hidalgo County Precinct No. 1** and all/other recipients as designated by the Precinct.

Engineering Services

L&G Engineering Laboratory, L.L.C. will provide an engineer's review of all test results to determine compliance with all project plans and specifications.

Scheduling of Services

L & G Engineering Laboratory is prepared to make a commitment to **Hidalgo County Precinct No. 1** materials testing needs. L & G Engineering Laboratory makes every effort to respond to its clients as requests are received, and every effort will be made to keep scheduling conflicts to a minimum. As any other firm or business providing a service, L & G Engineering Laboratory prefers to schedule field and laboratory work with as much advance notice as possible. L & G Engineering Laboratory understands; however, that certain situations may occur when the Client may have a need for Materials Testing Services with as little or no advance notice. During these instances, L & G Engineering Laboratory will make every effort to dispatch personnel to the project within one (1) hour of the Client's request for services.

EXHIBIT C

-Laboratory's Contract Rates

EXHIBIT "C"
L&G ENGINEERING LABORATORY, L.L.C.
CONSTRUCTION MATERIALS TESTING
LABORATORY RATES FOR FY 2011-2012

Soils Testing

		FY 2011	FY 2012
Moisture Content Determination	ASTM D2216 - Tex-103-E	\$9.95/Ea.	\$10.10/Ea.
Determination of Liquid Limit of Soils	Tex-104-E	\$50.09/Ea.	\$50.84/Ea.
Determination of Plastic Limit of Soils	Tex-105-E	\$50.09/Ea.	\$50.84/Ea.
Atterberg Limits of Soils	ASTM D 4318 - Tex-106-E	\$75.05/Ea.	\$76.18/Ea.
Bar Linear Shrinkage of Soils	Tex-107-E	\$62.63/Ea.	\$63.57/Ea.
Material Finer #200 Sieve	ASTM D 1140 -Tex-111-E	\$62.63/Ea.	\$63.57/Ea.
Lime Series Testing	Tex-112-E	\$505.93Ea.	\$513.52/Ea.
Moisture-Density Relationship (TxDOT)	Tex-113-E / Tex-114-E	\$200.31/Ea	\$203.31/Ea.
Standard Proctor	ASTM D 698	\$193.92/Ea.	\$196.83/Ea.
Modified Proctor	ASTM D 1557	\$200.25/Ea.	\$203.25/Ea.
Field Density Test (Nuclear)	ASTM D 2950 - Tex-115-E	\$22.53/Ea.	\$22.87/Ea.
Determination of Soil pH	Tex-128-E	\$81.40/Ea.	\$82.62/Ea.
Soil-Lime Testing	Tex-121-E	\$150.22/Ea.	\$152.47/Ea.
Resistivity of Soils	Tex-129-E	\$91.05/Ea.	\$92.42/Ea.
Sieve Analysis (Dry)(4 Sieves)	ASTM C 136 - Tex-200-F	\$56.28/Ea.	\$57.12/Ea.
Sieve Analysis (Washed)(4 Sieve)	ASTM C 136 - Tex-200-F	\$68.77/Ea.	\$69.80/Ea.
Sieve Analysis (Additional Sieves)	ASTM C 136 - Tex-200-F	\$12.54/Ea.	\$12.73/Ea.
Texas Wet Ball Mill (Base Material Quality)	Tex-116-E	\$219.09/Ea.	\$222.38/Ea.

Coarse & Fine Aggregate Quality Testing

Decantation Test (Conc. Aggr.)	ASTM C117 - Tex-406-A	\$43.80/Ea.	\$44.46/Ea.
Specific Gravity/Absorp. (Conc. Aggr)	ASTM C127 - Tex-403-A	\$68.77/Ea.	\$69.80/Ea.
5 Cycle Magnesium Soundness	ASTM C88 - Tex-411-A	\$531.91/Ea.	\$539.89/Ea.
SSD Unit Weight of Aggregates	ASTM C29 - Tex-404-A	\$62.63/Ea.	\$63.57/Ea.
Percent Voids/Solids in Conc. Aggr.	Tex-405-A	\$12.48/Ea.	\$12.67/Ea.
*(In Conjunction w/ SSD Unit Wt of Aggregates)			
Sand Equivalent	ASTM D 2419 - Tex-203-F	\$68.77/Ea.	\$69.80/Ea.
Specific Gravity / Absorption (Fine Aggr.)	ASTM C 128 - Tex -403-A	\$75.06/Ea.	\$76.19/Ea.
Organic Impurities in Fine Aggregate	ASTM C 87 - Tex -408-A	\$43.80/Ea.	\$44.46/Ea.
Fineness Modulus of Fine Aggregate	Tex-402-A	\$15.02/Ea.	\$15.25/Ea.
Acid Insoluble of Fine Aggregate	Tex-612-J	\$81.40/Ea.	\$82.62/Ea.

Concrete/Masonry Field & Laboratory Testing

Slump Test	ASTM C 143 - Tex-415-A	Sno charge	Sno charge
Air Content (Pressure Method)	ASTM C 138 - Tex-416-A	\$22.48/Ea.	\$22.82/Ea.
Air Content (Volumetric)	ASTM C 173	\$25.02/Ea.	\$25.40/Ea.
Casting of Concrete Cylinders	ASTM C 31	Sno charge	Sno charge
Compressive Strength of Cyl. Specimen	ASTM C 39 - Tex-418-A	\$15.07/Ea.	\$15.22/Ea.
Cylindrical Specimen Prep./Hold/Cure	ASTM C 192	\$11.32/Ea.	\$11.49/Ea.
Casting of Grout Prisms	ASTM C 1019	Sno charge	Sno charge
Grout Prism Prep./Cure/Compressive Strength	ASTM C 39	\$3131./Ea.	\$31.78/Ea.
Casting of Mortar Cubes	ASTM C 780	Sno charge	Sno charge
Mortar Cube Prep./Cure/Compressive Strength	ASTM C 109	\$30.60/Ea.	\$31.06/Ea.
Masonry Unit Prep. /Compressive Str. (Set of 3)	ASTM C 140	\$218.99/Ea.	\$222.27/Ea.
Masonry Unit SPG/Abs./Unit Wt. (Set of 3)	ASTM C 140	\$218.99/Ea.	\$222.27/Ea.

***(In Conjunction w/ Field Inspection)**

<u>Pavement Thickness / Asphalt Quality</u>		FY 2011	FY 2012
Coring – ACP Thickness	ASTM D 3549	\$62.63/Ea.	\$63.57/Ea.
Pavement Thickness Determination (Full Depth)	ASTM	\$83.33/Ea.	\$84.58/Ea.
Density of Asphaltic Cores (4 or 6 inch)	Tex-207-F	\$68.82/Pr.	\$69.85/Ea.
Extraction/Sieve Analysis/Asphalt Content	Tex-210-F / Tex-200-F	\$219.04/Ea.	\$222.33/Ea.
Asphalt Rolling Pattern (Nuclear Method)	Tex-207-F – Part IV	\$37.56/Ea.	\$38.12/Ea.
Eff. Of Water on Asphalt Mixtures (As Rec'd)	Tex-531-C	\$81.40/Ea.	\$82.62/Ea.

<u>Pavement Investigation</u>	FY 2011	FY 2012
Core Existing Asphalt for Thickness, Perform Caliche Base Thickness, Sieve Analysis and Plasticity Index, Stabilized Subgrade Thickness and Plasticity Index	\$469.29/Ea.	\$476.33/Ea.

L&G Engineering Laboratory provides Technical and Engineering services at the rates listed below.

<u>Personnel:</u>			
Engineer (Principal).....		\$150.22/Hr.	\$152.47/Hr.
Engineering Specialist.....		\$112.61/Hr.	\$114.30/Hr.
Technician (Soils).....		\$45.07/Hr.	\$45.75/Hr.
Technician (Concrete).....		\$57.55/Hr.	\$58.41/Hr.
Technician (Asphalt).....		\$57.55/Hr.	\$58.41/Hr.

<u>Engineering Review, Evaluation, Management & Administration</u>	FY 2011	FY 2012
Test Report.....	\$22.23/Ea.	\$22.56/Ea.

The specific hourly rate within each classification listed above depends on the experience, training, and qualifications of the personnel. A two (2) hour minimum billing at the applicable rate will be assessed per visit to project site.

Services provided on Saturday, Sunday and all work in excess of “normal” work hours will be invoiced at an overtime rate 1.5 times the applicable rate for the work performed. The cost of services is based upon the assumption that services will be provided during “normal” working hours. Normal working hours are between 7:00 a.m. and 6:00 p.m., Monday through Friday.

<u>Expenses:</u>			
Mileage.....		.49/Mi	.50/Mi.

All other project specific, third-party costs will be charged at cost plus 10 percent.

Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1 ½ percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be added to the appropriate service rate charged. Our invoices are due and payable upon receipt at 2100 W. Expressway 83, Mercedes, Texas 78570.

^^Fees adjusted approximately 1.5% annually.

EXHIBIT D

-Work Authorization Form

EXHIBIT "D"
HIDALGO COUNTY
Professional Construction Material Testing Laboratory Services
Agreement #C-00-00
Work Authorization Form

WORK AUTHORIZATION NO. _

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between HIDALGO COUNTY, action herein by and through the Commissioner's Court, hereinafter called the "Owner," and, _____ professional Laboratory's of _____ Texas, hereinafter called "Laboratory".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Laboratory to provide_____.

The scope of services to be provided by the Owner is identified in *EXHIBIT "A" - Scope of Services to be Provided by the Owner* attached hereto.

The scope of services to be provided by the Laboratory is identified in *EXHIBIT "B" - Scope of Services to be Provided by the Laboratory* attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is _____. This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as EXHIBIT "D".

PART 3. PAYMENT

Compensation and payment to the Laboratory for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING

This Work Authorization No. ___ shall be funded through funding source:

Account No. _ _ _ _ _ - _ _ _ _ _ - _ _ _ _ _ - _ _ _ _ _ - _ _ _ _ _

Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No.1, Commissioner, Joel Quintanilla, as to content and detail of this Work Authorization No. ____.

HIDALGO COUNTY

COMMISSIONER PRECINCT No. 1:

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ (approval date) as indicated below and effective as of _____ day of _____, 2011.

THE LABORATORY:
L & G ENGINEERING LABORATORY LLC

THE OWNER:
HIDALGO COUNTY

By:

By: Ramon Garcia, County Judge

ATTEST:

By: Arturo Guajardo Jr., County Clerk

EXHIBIT E

-Supplemental Agreement Form

EXHIBIT "E"

Supplemental Agreement Form

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. _____

TO AGREEMENT FOR PROFESSIONAL CONSTRUCTION MATERIAL TESTING SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between HIDALGO COUNTY, acting herein by and through the Commissioner’s Court, hereinafter called the “Owner”, and _____, Professional Laboratory of, _____, Texas, hereinafter called the “Laboratory”.

WITNESSETH

WHEREAS, the Owner and the Laboratory executed the Agreement on the _____ day of _____ 2011 concerning Laboratorying for _____ (hereinafter referred to as the “Project”); and,

WHEREAS, Paragraph ___ of the Agreement, (paragraph title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____

A. AGREEMENT

NOW THEREFORE, premises considered, the Owner and the Laboratory agree that said Agreement is amended as follows:

I. Paragraph ___ of the Agreement, (paragraph title), is revised to

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Laboratory and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE LABORATORY:

BY: _____

Address for Giving Notices:

THE OWNER:
HIDALGO COUNTY

BY: _____

Ramon Garcia, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT F
-Certificates of Insurance

Evangelina Garcia

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, November 10, 2011 9:10 AM
To: 'Evangelina Garcia'
Subject: FW: Legal Review-Construction Materials Testing Services with L&G Engineering Laboratory-Precinct No. 1

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Thursday, November 10, 2011 7:37 AM
To: 'Martha Salazar'
Subject: RE: Legal Review-Construction Materials Testing Services with L&G Engineering Laboratory-Precinct No. 1

The agreement is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, November 09, 2011 5:00 PM
To: 'Steve Crain'
Cc: 'Evangelina Garcia'
Subject: FW: Legal Review-Construction Materials Testing Services with L&G Engineering Laboratory-Precinct No. 1
Importance: High

Mr. Crain:
We just have it right this time. Thanks for your patience. Please review and comment as to form.
Marty

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Wednesday, November 09, 2011 2:02 PM
To: 'Martha Salazar'
Subject: RE: Legal Review-Construction Materials Testing Services with L&G Engineering Laboratory-Precinct No. 1

Marty,
Here it is again with changes made as requested.

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina.garcia@co.hidalgo.tx.us

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, November 09, 2011 1:29 PM
To: 'Evangelina Garcia'
Subject: FW: Legal Review-Construction Materials Testing Services with L&G Engineering Laboratory-Precinct No. 1
Importance: High

IS THIS THE ONE WE WERE JUST DISCUSSING? I THINK TODAY IT'S THE TWILIGHT ZONE.
MARTY

AI-29579

19. B. 2.

CC REGULAR

Meeting Date: 11/15/2011

Submitted For: Martha L. Salazar

Submitted By: Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service";

b. Presentation of scoring grid for the purpose of CC designating sole firm providing requested services as "Qualified" to render Review Appraisal Services so as to proceed to the next phase of the procurement process;

Evaluator(s)	HLH Appraisal Services
Evaluator 1	97
Evaluator 2	94
Average	95.5
Qualified	

c. Authority for the Purchasing Department to negotiate a professional (Review Appraisal Services) contract with "Qualified" firm of _____ for: the provision of professional review appraisal services on an "as needed basis" for Hidalgo County Precinct #1.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011

ACCT. #: see below

FUNDS AVAILABLE Y/N?: n/a

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No funding required at this stage of procurement process. Contract has not yet been negotiated or executed.

Possible funding sources:

1-1342-431-00-121-085-0-711- CO2010A&B-PCT1 MILE17N(FM88-FM1015)-ROW

1-1200-431-00-121-005-0-711- PCT1 RD MAINT-ROW

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

email

grid

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/09/2011 08:45 AM
Budget & Management	Merlen P. Munoz	11/09/2011 09:13 AM
Ivan Cantu	Angela Garcia	11/09/2011 02:50 PM
Rosalinda Cantu	Rosie Cantu	11/09/2011 04:44 PM
Auditor's Office	Angela Garcia	11/10/2011 04:42 PM
Form Started By: Nielda Cavazos		Started On: 11/08/2011 01:17 PM
	Final Approval Date: 11/10/2011	

From: Noe Montez [noe.montez@co.hidalgo.tx.us]
Sent: Tuesday, November 08, 2011 2:35 PM
To: 'Nielta Cavazos'
Subject: FW: Emailing: Appraisal Review Services recommendation
Attachments: Appraisal Review Services recommendation.pdf

The account # are as follows:
1-1342-431-00-121-085-0-711
1-1200-431-00-121-005-0-711

On an as needed basis

-----Original Message-----

From: Noe Montez [mailto:noe.montez@co.hidalgo.tx.us]
Sent: Tuesday, November 08, 2011 11:35 AM
To: 'Nielta Cavazos'
Subject: Emailing: Appraisal Review Services recommendation

see attached for placement on next cc for approval for exemption and approval to negotiate a contract.

Your message is ready to be sent with the following file or link attachments:

Appraisal Review Services recommendation

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

HIDALGO COUNTY PRECINCT NO 1
FOR
Appraisal Review Services
"On an as Needed Basis"
**Scoring & Evaluation
GRID**

Engineering Services

Total Scores	HLH Appraisal
Evaluator 1	94
Evaluator 2	97
Average	95.5
RANKING	

*Scoring & Evaluation was completed by Pct No 1 *

AI-29594

19. C. 1.

CC REGULAR

Meeting Date: 11/15/2011

Submitted By: Rocio Villarreal, PURCHASING
DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of Work Authorization No. 8 for R. Gutierrez Engineering Corporation with estimated fee of \$170,957.18 for, "Minnesota Drain Improvement Project." (Contract# C-10-376-12-14)

BACKGROUND

PROFESSIONAL ENGINEERING SERVICES FOR MINNESOTA DRAIN PROJECT LENGTH OF PROJECT 1.25 MILES

Fiscal Impact

FISCAL YEAR: 2011

ACCT. #: 1-1342-431-00-122-058-0-711/733

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Req# 204802 available for R. Gutierrez Engineering.

Attachments

Work Authorization No. 8

Form Review

<u>Inbox</u>	<u>Reviewed By</u>	<u>Date</u>
Purchasing Department	Marty Salazar	11/08/2011 05:40 PM
Budget & Management	Merlen P. Munoz	11/09/2011 08:04 AM
Roland Garcia	Rolando Garcia	11/09/2011 10:33 AM
Auditor's Office	Angela Garcia	11/10/2011 04:42 PM
Form Started By: Rocio Villarreal		Started On: 11/08/2011 03:22 PM
	Final Approval Date: 11/10/2011	

HIDALGO COUNTY
Professional Engineering Services
Contract # C-10-376-12-14
Work Authorization Form

Work Authorization No. 8

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1. of the Agreement made by and between the **HIDALGO COUNTY**, acting herein by and through Commissioner's Court, hereinafter called the "**Owner**," and, **R. GUTIERREZ ENGINEERING CORPORATION**, professional engineers of Pharr, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide engineering and surveying services for the preliminary engineering, final design, and construction phase services for the improvement of an existing drain ditch. The project includes development of plans, specifications, and estimates (PS&E), right-of-way map and parcels preparation and construction phase services. The existing drain ditch begins at Minnesota Road approximately 0.25 miles east of Raul Longoria Road and runs north approximately 0.25 miles. It then runs east a distance of approximately 1.0 miles at which point it converges with an existing Hidalgo County Irrigation District No. 2 drain ditch. This project is intended to alleviate existing drainage problems in and around the area of Primavera No. 1 and No. 2 Subdivisions located off of Minnesota Road in northern San Juan.

The scope of services to be provided by the **Owner** is identified in **Exhibit A – Scope of Services to be Provided by the Owner** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **Exhibit B – Scope of Services to be Provided by the Engineer** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is included in **Attachment D – Proposed Fee**. The actual amount payable for services under this Work Authorization will be in accordance with Article 6.

PART 3. PAYMENT

Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article 9.

PART 4. FUNDING

This Work Authorization No. 8 shall be funded through funding source:

Account No. 1-1342-431-00-122-058-0-711/733

Requisition No. #204802 (must be included after CC approval)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate upon completion of the scope of services of the work as provided in Article 4.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACCEPTANCE AND ACKNOWLEDGEMENT

This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of ___ day of _____, 2011.

ENGINEER:

R. Gutierrez Engineering Corporation

By: Ramiro Gutierrez
Name: Ramiro Gutierrez, P.E.
Title: President

OWNER:

COUNTY OF HIDALGO

By: Hector "Tito" Palacios
Name: Hector "Tito" Palacios
Title: Commissioner Pct. No. 2

By: _____
Name: Ramon Garcia
Title: County Judge

LIST OF ATTACHMENTS

- EXHIBIT A – Services to be Provided by the Owner
- EXHIBIT B – Services to be Provided by the Engineer
- EXHIBIT C – Work Schedule
- EXHIBIT D – Proposed Fee

HIDALGO COUNTY
Professional Engineering Services
Contract # C-10-376-12-14

Work Authorization No. 8

EXHIBIT A
Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Project**.

General

The **Owner** will provide to the **Engineer** the following:

- (1) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 5 and Article 6, both of this Agreement.
- (2) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.
- (3) Provide any available relevant data the **Owner** may have on file concerning the project.
- (4) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables.
- (5) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.
- (6) Assist **Engineer** with obtaining permission to enter on properties for the purpose of surveying and engineering investigations for the project.

HIDALGO COUNTY
Professional Engineering Services
Contract # C-10-376-12-14
Work Authorization Form

Work Authorization No. 8

EXHIBIT B

Services to be Provided by the Engineer

The project consists of data collection, utility coordination, right-of-way map and parcels preparation, geotechnical investigations, preliminary engineering analysis, engineering design, bidding assistance, and construction administration services for the proposed improvements to an existing undersized drainage channel and for modifications to an existing storm sewer system.

The existing channel begins at Minnesota Road approximately 0.25 miles east of Raul Longoria Road and runs north approximately 0.25 miles. It then runs east a distance of approximately 1.0 miles at which point it converges with an existing Hidalgo County Irrigation District No. 2 drain ditch.

The existing storm sewer system to be modified is located at the Primavera No. 2 Subdivision. It will be modified by connecting to an existing manhole located approximately 0.25 miles south of Minnesota Road and running the storm sewer pipe northward approximately 0.50 miles to discharge into the improved drainage channel.

The **Engineer** will provide the following:

- Project Start-up & Coordination, Data Collection & Design Criteria, Topographical Survey & Right-of-Way Mapping, and Preliminary Engineering services to develop a Preliminary Engineering Schematic and an Engineer's Statement of Probable Cost for review with Hidalgo County Urban County Program to determine the proposed final course of action to take in providing drainage relief.
- Final Design & Plan Preparation services to develop improvements to an existing undersized drain ditch in accordance with the approved Preliminary Engineering Schematic and Engineer's Statement of Probable Cost.

Task I. Project Start-Up and Coordination

The Engineer will coordinate the proposed project with Hidalgo County Urban County Program, Hidalgo County Precinct No. 2, the City of San Juan, Hidalgo County Drainage District No. 1, and Hidalgo County Irrigation District No. 2 to determine the initial project requirements, to discuss goals and objectives of the project and facilitate the development of the necessary agreements for the development of the proposed drainage improvement

project. The Engineer will obtain right-of-entry for properties to be surveyed. (Hidalgo County Pct 2 will assist the Engineer in obtaining written authorization from property owners to enter onto private property for the purposes of performing surveying and geotechnical investigation activities.)

Task II. Data Collection and Design Criteria

The Engineer will collect and review existing data pertinent to the proposed drainage improvement project. The Engineer will coordinate the project survey needs and prepare a project location map for use in developing the project. The Engineer will review the preliminary drainage discharge data with the Hidalgo County Drainage District No. 1 and other affected entities and develop the proposed project design criteria and objectives. The Engineer will meet with the City of San Juan, Hidalgo County Irrigation District No. 2, owners of any existing utilities, and other entities as needed to complete the work required for this phase.

Task III. Topographical Survey and R.O.W. Mapping

The Engineer will obtain cross-sections @ approximately 200-foot intervals along the existing undersized drain ditch to be improved (approximately 6,600-feet in length). Cross-sections shall extend approximately 100-feet either side of the existing ditch alignment where practical.

The Engineer will obtain cross-sections @ approximately 200-foot intervals along an approximately 1,200-foot section (600-feet upstream and downstream) of the existing Hidalgo County Irrigation District No. 2 drain ditch that will serve as the outfall for the proposed drainage improvements. Cross-sections shall extend approximately 100-feet either side of existing ditch centerline where practical.

The Engineer will also obtain topographic information along the proposed alignment of the proposed storm sewer modifications.

The Engineer will provide for a geotechnical engineering firm to perform a geotechnical investigation of the proposed drain ditch improvements site to obtain subsurface data for use in development of the project. Soil engineering properties and characteristics will be identified and subsurface water elevations will be obtained.

The Engineer will provide for a Registered Public Land Surveyor to provide surveying services for the development of the project right-of-way map. The Surveyor will develop a map of the existing property boundaries for use in the development of the project. The Surveyor will develop the required right-of-way parcels for acquisition by Hidalgo County Pct 2.

The Surveyor will collect topographical survey data to create a base map for use in the development of plans and specifications for the construction project. The topographical base map will include all identified features including: existing drain ditch top of banks and flow line, existing culverts with flow line elevations, existing sanitary sewer facilities with

flow line elevations, water lines, underground telephone, electrical, or gas lines, electrical poles, irrigation lines or wells with elevations, etc. The detailed topography will be developed only for an area covering the existing and proposed right-of-way. Other significant features in the immediate vicinity may be included.

Task IV. Preliminary Engineering

The Engineer will develop a project layout map for use in designing the proposed improvements to the existing undersized channel. The proposed channel improvements will be determined in coordination with Hidalgo County Urban County Program taking into account the input of Hidalgo County Pct 2 and City of San Juan officials as well as those of the Hidalgo County Drainage District No. 1 and Hidalgo County Irrigation District No. 2. A Preliminary Schematic of the proposed improvements to the existing outfall channel and storm sewer modifications will be developed and will include existing and proposed typical channel sections, locations and sizes of existing and proposed drainage structures. The Engineer will develop an Engineer's Statement of Probable Cost for the project and for review with Hidalgo County Urban County Program to determine the final course of action to take.

Task V. Final Design and Plans Preparation

The Engineer will develop detailed design drawings of the proposed improvements. The design drawings will be developed utilizing the approved Preliminary Engineering Schematic developed during the preliminary engineering phase of the project. The construction plans will include a Title Sheet, Existing and Proposed Channel Typical Sections, Plan & Profile Sheets, Culvert Crossing Details and Estimate & Quantity Sheets. The Engineer will prepare a Statement of Probable Costs for the proposed improvements. The construction documents will be submitted to Hidalgo County Urban County Program and other entities for review and approval. The final plans will be developed on 11"x17" bond paper.

Task VI. Bidding and Construction Phase Services

The Engineer will prepare bid packages for distribution of plans and specifications to prospective bidders and plan rooms. The Engineer will attend pre-bid conference and address contractor concerns regarding the plans and specifications. The Engineer will issue addenda as necessary to address comments and concerns by contractors. The Engineer will assist Hidalgo County Urban County Program in receiving and opening of bids. The Engineer will prepare a bid tabulation and make a recommendation for award of the project to the lowest responsive bidder.

The Engineer will prepare four (4) sets of construction contracts for signature by Hidalgo County Urban County Program and the Contractor. The Engineer will conduct a pre-construction conference with Hidalgo County Urban County Program and the Contractor. The Engineer will issue a notice to proceed on behalf of Hidalgo County Urban County

Program. The Engineer will provide one set of construction stakes for the Contractor's use in construction of the project. The Engineer will provide random weekly construction observation during construction of the project, for review of progress for Contractor payment requests. The Engineer will review monthly payment requests and change orders and provide recommendations. The Engineer will review submittals and provide approvals, as necessary. The Engineer will review final payment request and provide final walk-through with Contractor. The Engineer will issue and approve final contract close-out document and issue record drawings based on Contractor's mark-ups.

HIDALGO COUNTY
Professional Engineering Services
Contract # C-10-376-12-14
Work Authorization Form

Work Authorization No. 8

EXHIBIT C
Work Schedule

The schedule for the work in this Work Authorization shall commence on the date of execution of this Work Authorization and continue for:

(1) a period which may reasonably be required for performing the Data Collection, Preliminary Engineering and Design, Final Design, Construction Phase Services, Right-of-Way Services, and Special Services for the proposed drainage channel and appurtenances called for as described in Exhibit B of this Work Authorization including any extra work and any required additions thereto; or

(2) a period extending 12 months after the completion of the services called for as described in Exhibit B of this Work Authorization.

The final acceptance by the Owner of the services called for as described in Exhibit B of this Work Authorization shall serve as evidence of completion of the work on this Work Authorization.

HIDALGO COUNTY
Professional Engineering Services
Contract # C-10-376-12-14
Work Authorization No. 8

EXHIBIT D
Fee Estimate

MINNESOTA DRAIN INTERIM DESIGN (W/O DETENTION)**

ITEM DESCRIPTION	COST	
MINNESOTA DRAIN		
LENGTH OF PROJECT = 1.25 MILES		
PROJECT ESTIMATED CONSTRUCTION COST		\$1,125,306.53
BASIC SERVICES FEE		
Engineering Services Fee (8% of Construction Cost)	\$90,024.52	
Topographic Survey Services Fee (2.5% of Construction Cost)	\$28,132.66	
Basic Fee (Prelim Eng, Design & Construction Services Fee)	\$118,157.18	
RIGHT-OF-WAY SERVICES COST (Add'l Service):		
Obtain Title Reports (Est 16 Parcels @ \$600.00/Parcel)	\$9,600.00	
Develop Parcels & R.O.W. Map (Est 16 Parcels @ \$2,200.00/Parcel)	\$35,200.00	
R.O.W. Map Services Fee	\$44,800.00	
GEOTECHNICAL INVESTIGATION (Add'l Services)		
Geotechnical Services	\$8,000.00	
Geotechnical Investigations Services Fee	\$8,000.00	
TOTAL PROJECT PROFESSIONAL SERVICES COST		\$170,957.18

NOTE: DRAIN DITCH DESIGN WITHOUT DETENTION WILL NOT HANDLE A 2-YEAR DESIGN FREQUENCY STORM AND MAY CAUSE WATER TO BE BACKED UP WITHIN THE SUBDIVISIONS AND LOW-LYING AREAS BEING SERVICED BY THIS DITCH.

R. Gutierrez Engineering Corporation

November 7, 2011

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
300 W. Hall Acres
Suite G
Pharr, TX 78577

RE: Work Authorization No. 8 – Minnesota Drain Improvements
Project No. ENG10.108

Dear Commissioner Palacios:

Enclosed are two original signature copies of a proposed Work Authorization No. 8 of the 2010 Road & Bridge Contract. This work authorization is for professional services associated with the engineering and surveying services to be provided to the county for the development of the Minnesota Drain Project.

If this Work Authorization No. 8 meets your approval, please place it before Commissioners Court for approval and signature. Please return one original signature copy for my files. If you have any questions, please call me so that we may discuss them. You can call me at 956-782-2557 or on my mobile at 956-227-2154.

Sincerely,



Ramiro Gutierrez, P.E.
President

encl

cc: Files

AI-29606

19. C. 2.

CC REGULAR

Meeting Date: 11/15/2011

Submitted By: Oscar Garza, PURCHASING
DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authorization and approval of proposal received from Rush Truck Houston/ Pharr, TX awarded vendor through Hidalgo County's participation/membership with TASB Buyboard Contract #358-10 for the purchase of One (1) New 2011 800 Gal Hino Fuel Truck Model 258LP in an amount not to exceed \$89,697.00 for Hidalgo County Precinct #2 for Project #11-300-OGG

BACKGROUND

As requested by Pct. #2 acct #1-1302-431-00-122-033-0-741 has been designated for proposed purchase with an available amount of \$97,043.00.

Fiscal Impact

FISCAL YEAR: 2011

ACCT. #: 1-1302-431-00-122-033-0-741

FUNDS AVAILABLE Y/N?: YES **MATCHING FUNDS Y/N?:** NO

BUDGETARY IMPACT:

Proposed project has an available amount of \$97,043.00.

Attachments

11-300

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/08/2011 04:53 PM
Roland Garcia	Rolando Garcia	11/09/2011 08:17 AM
Purchasing Department	Angela Garcia	11/10/2011 04:42 PM
Form Started By: Oscar Garza		Started On: 11/08/2011 04:10 PM
	Final Approval Date: 11/10/2011	



Hidalgo County Purchasing Department Purchasing Request Form

In order to assist the Purchasing Department in the procurement process, please complete this form with all the pertinent information and return to the Purchasing Department in person, via facsimile to (956) 318-2629 or 292-7612 or email to: darlene.betancourt@co.hidalgo.tx.us or oscarg.garza@co.hidalgo.tx.us **(Requests will be processed on a first come, first basis)**

Request Date: October 21, 2011	
Department: Hidalgo County Pct. 2	
Name of Approving Elected Official/Department Head/Supervisor: Raul Silguero	
Point of Contact: Raul Silguero	Contact Phone Number: 956-787-1891 Contact Fax Number: 956-787-4683
Contact E-Mail raul.silguero@co.hidalgo.tx.us	
Budget Account Number: 1-1302-431-00-122-033-0-741	
Signature of Approving Elected Official/Department Head/Supervisor: <i>Raul Silguero</i>	
Estimated Date Goods/Services are required: December 2011	
Goods/Services Description: (Please provide detailed information (specifications) of the Goods/Services being requested) use additional sheets if required. see attachment..	
FOR PURCHASING DEPARTMENT OFFICE USE: To be completed by the Purchasing Department	
Procurement Manager Notes:	
Assigned to Buyer:	
Date Assigned:	
Project Type:	
Project Number:	
Notified Department on:	
Special Instructions by Procurement Manager:	

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE BUYBOARD

Vendor RUSH TRUCK CENTER Date Prepared 10/19/2011
 Contact for Vendor DREW NEUBAUER Phone/Fax 512-845-7471 / 512-296-2162
 End User: Hidalgo County Precinct 2
 End User Contact: Agapito Vargas Phone/Fax _____
 Product Description Hino Fuel Lube

A: Base Price in Bid/Proposal Number: 358-10		Series: 258LP	\$53,526.00
B: Published Options(<i>Itemize Below</i>)			
	DESCRIPTION	AMOUNT	
	Chrome Bumper 2 tow hook	\$ 645.00	
	Air Horn	\$ 106.00	
	Power Windows/Door locks	\$ 470.00	
	WB shorten - single axle	\$ 1,250.00	
RTC0083	Fuel Lube Body 1500 Gal	\$ 45,000.00	
RTC0079	Body Prep and Mount	\$ 687.00	
Subtotal Column 1: \$ 48,158.00		Subtotal Column 2: \$ -	
Published Options added to Base Price(<i>Subtotal of "Col 1" & "Col 2"</i>)			\$ 48,158.00

C: Subtotal of A + B		\$106,689.00
D: Unpublished Options(<i>Itemize below</i>) Unpublished = _____ %		
		\$ -
Subtotal Column 1: \$ -		Subtotal Column 2: \$ -
Unpublished Options added to Base price (<i>Subtotal "Col 1 + Col 2"</i>)		\$ -

E: Contract Price Adjustment (*If any, explain here*)

F: Total of C + D +/- E \$ 106,689.00

G: Quantity ordered Units: 1.00 x F \$ 106,689.00

H: BUYBOARD Administrative Fee \$ 400.00

I: Non-Equipment Charges & Credits (<i>i.e.: Ext. Warranty, Trade-In, Delivery, etc.</i>)			
Delivery Included for Rush Preferred Customer	X		\$ -
Discount from 1500 Gal to 800 Gal Body	X		\$ (17,392.00)
			\$ (17,392.00)

J: TOTAL PURCHASE PRICE INCLUDING (G+H+I) \$ 89,697.00

AI-29584

19. D. 1.

CC REGULAR

Meeting Date: 11/15/2011

Submitted For: Martha L. Salazar

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Presentation for discussion, consideration, acceptance and approval to engage subcontractors for the Mile 2 North(From Moorefield Road to La Homa Rd) pursuant to (article 14) the current agreement with L&G Consulting Engineers and as request by engineer.

b. Presentation for discussion, consideration, acceptance, and approval of Invoice # 11323969 in the amount of \$19,623.14, from L&G Consulting Engineers, Inc., contracted engineer for the Mile 2 North (From Moorefield Rd to La Homa Rd). C-11-195-08-16

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011

ACCT. #: 1-1342-431-00-123-094-0-731

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available funds as of 11/09/11; PO 663265

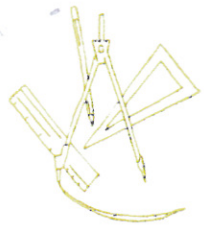
Attachments

Letter

Invoice

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/08/2011 05:40 PM
Budget & Management	Merlen P. Munoz	11/09/2011 08:03 AM
Perla Lopez	Angela Garcia	11/09/2011 09:25 AM
Olga Garza	Olga Garza	11/09/2011 04:09 PM
Auditor's Office	Angela Garcia	11/10/2011 04:42 PM
Form Started By: Rocio Villarreal		Started On: 11/08/2011 01:50 PM
	Final Approval Date: 11/10/2011	



November 3, 2011

The Honorable Joe Flores
Hidalgo County Precinct No. 3
724 N. Breyfogle Road
Mission, Texas 78572

**RE: Subcontracting Notice for Mile 2 North (from Moorefield Road to La Homa Road)
Contract No. 11-195-08-16**

Dear Commissioner Flores:

We would like to inform you of the subcontractors that we will be using on the Mile 2 North (from Moorefield Road to La Homa Road) project. This information is being provided at the request of the Hidalgo County Auditor's Office (see letter attached).

Subcontractors:

Surveying & ROW Mapping Services:

Mr. Alfonso Quintanilla
Quintanilla, Headley & Associates
124 E Stubbs
Edinburg, Texas 78539
956-381-6480

Traffic Engineering Services:

Mr. Harry Simeonidis, P.E.
ETSI
11500 NW Freeway, Ste. 491
Houston, Texas 77092
713-956-9601

ROW Appraisal Services:

Mr. Lionel Garza
Lionel Garza & Associates
1419 Dove Ave, Suite #1
McAllen, Texas 78504
956-687-7295

ROW Appraisal Services:

Mr. Harvey Heerssen
HLH Appraisal Services
6107 Aberton Forest Drive
Houston, Texas 77084
281-855-7763

Should you have any questions, please feel free to give me a call at 956-565-9813.

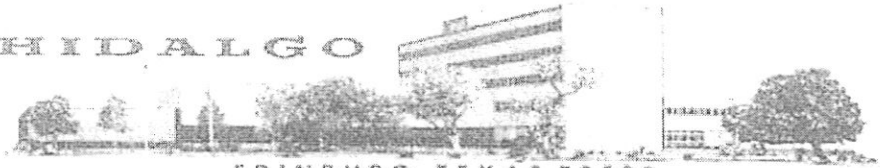
Sincerely,



Jacinto Garza, P.E.
CEO/Project Manager

cc: Hidalgo County Auditor's Office la

COUNTY OF HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
2808 S. Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

MAILING ADDRESS:
HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY

TO: Norma Ceballos

DATE: 11/01/2011

FROM: Lupita Garza

DEPARTMENT: (123) COMMISSIONER, PRECINCT 3

PHONE: (956)-318-2511 ext 4630

REFERENCE: L & G CONSULTING ENGINEERS, INC. Invoice #11323939

THE FOLLOWING DOCUMENT (S), i.e. Invoice #11323939 IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

- EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED - PLEASE FOLLOW PROPER CLAIMS PROCEDURES
- PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE
- AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT
- VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE
- INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT
- SIGNATURE OR DATE NOT PRESENT
- SYSTEM SHOWS INVOICE PAID
- INSUFFICIENT FUNDING IN ACCOUNT # AVAILABLE \$
- NEEDS APPROVAL OF:
- NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)
- NEEDS CORRECTION(S):
- NEEDS ADDITIONAL DOCUMENTATION i.e.,:
- OTHER:

COUNTY AUDITOR'S FORM

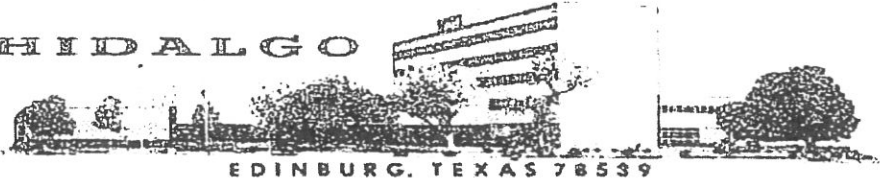
RE-CA-020
REVISED: 08/2010



HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 92ND D.C.	RODOLFO DELGADO JUDGE, 93RD D.C.	J. R. "BOBBY" FLORES JUDGE, 139TH D.C.	ROSE GUERRA REYNA JUDGE, 206TH D.C.	JUAN R. PARTIDA JUDGE, 275TH D.C.	MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C.	NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER	LETICIA LOPEZ JUDGE, 388TH D.C.	AIDA SALINAS FLORES JUDGE, 388TH D.C.
---	-------------------------------------	---	--	--------------------------------------	--	---	------------------------------------	--

COUNTY OF HIDALGO



HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
2808 S. Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

MAILING ADDRESS:
HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

COMMENTS / RECOMMENDATION: We are in receipt of invoice #11323939 for L & G Consulting Engineers Inc., which was received at the Auditor's Dept. on 10/13/11, for project Mile 2 Road from Moorefield road to La Homa Road. After reviewing contract#11-195-08-16 between Hidalgo County and L & G Consulting Engineers Inc., the following documentation is required and we need confirmation that certain procedures were followed based on the contract before issuing payment:

1. Under Article 7 "Work Authorization" states that "Upon authorization from the Owner, the Engineer will prepare a Work Authorization document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the Owner and the Engineer. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in Exhibit "D". On October 26, 2011 I called the Engineer's office and spoke to Roland to explain that a spreadsheet needed to be submitted showing the job description with the hourly rates and how many hours for each employee. I also explained that the same procedures would need to be followed on any future contracts with the County that state the same or similar wording under Article 7. Please contact the Engineer and ask that they provide the spreadsheet. Please make sure that the copy of the spreadsheet is attached when you resubmit the invoice to the Auditor's Office.
2. Under Article 14 "Subcontracting and Assignment" states "The Engineer shall not assign, subcontract or transfer the Engineer's interest in this Agreement without the prior written consent of the Owner." After review of Article 14, it has been determined that before subcontracting approval from commissioner's court is required. Please provide a date this item will be placed on the agenda for approval.

If you have any questions please feel free to call me at ext. 4630.

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010



HIDALGO COUNTY DISTRICT JUDGES

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

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11323969
INVOICE DATE: 10/31/11

SIGN: _____
 REQ# 200883
 PO# 663265

BILL TO: 08
 Hidalgo County Pct. #3
 P.O. Box 607
 Mission, TX 78572


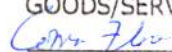
JOB: 110501
 Mile 2 WA#1
 Moorfield Rd West to SH364

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of October 2011.						
13002-ROW Mapping	14,200.00	1,420.00	1,420.00	2,840.00	20.0	11,360.00
13003-Utility Adjust	45,878.34	9,175.67	4,587.83	13,763.50	30.0	32,114.84
13020-ROW Map/Sub	27,000.00				0.0	27,000.00
15001-Rdwy Dsgn Srvy	21,600.00	4,320.00		4,320.00	20.0	17,280.00
15005-Outfall Survey	15,000.00	1,500.00		1,500.00	10.0	13,500.00
15010-Field Srvy/Sub	15,300.00				0.0	15,300.00
16001-Rdwy Dsg-PS&E	73,500.00	14,700.00	7,350.00	22,050.00	30.0	51,450.00
16101-Hydro Map	30,000.00	6,000.00	3,000.00	9,000.00	30.0	21,000.00
16201-Signing	11,329.30	2,265.86	1,132.93	3,398.79	30.0	7,930.51
16202-Pavement Mrkng	6,323.80	1,264.76	632.38	1,897.14	30.0	4,426.66
16250-Signal Dsg/Sub	12,974.89				0.0	12,974.89
16304-Irrig Design	15,000.00	3,000.00	1,500.00	4,500.00	30.0	10,500.00
32002-Const Mgmt	72,000.00				0.0	72,000.00
60000-Row Acq. Admin	58,500.00	11,700.00		11,700.00	20.0	46,800.00
60100-Title Services	5,400.00				0.0	5,400.00
60200-Appraisal Srvc	6,300.00				0.0	6,300.00
60220-Appraisal/Sub	18,000.00				0.0	18,000.00
60300-Appraisal Rvw	3,825.00				0.0	3,825.00
60330-Appr. Rev/Sub	3,375.00				0.0	3,375.00
60400-Parcel Negtion	32,400.00				0.0	32,400.00
60500-Clsng Srvc Fee	2,700.00				0.0	2,700.00
TOTALS:	490,606.33	55,346.29	19,623.14	74,969.43	15.3	415,636.90

ORIGINAL CONTRACT SUM \$ 490,606.33
 CHANGE BY CHANGE ORDER \$ 0.00
 CONTRACT SUM TO DATE \$ 490,606.33
 TOTAL COMPLETED TO DATE \$ 74,969.43
 LESS PREVIOUS INVOICES \$ 55,346.29


 PROJECT MANAGER'S SIGNATURE

CURRENT PAYMENT DUE \$ 19,623.14

INVOICE RECEIVED BY
 ON 10/31/11
 GOODS/SERVICES RECEIVED BY
 ON 10/31/11

1-1342-431-00-123-094-0-731

AI-29611

19. D. 2.

CC REGULAR

Meeting Date: 11/15/2011

Submitted By: Rocio Villarreal, PURCHASING
DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval to execute a Professional Surveying Services (On an As Needed Basis) contract/agreement for the provision of surveying services for "Projects located within Hidalgo County Precinct No. 3 ," with CVQ Land Surveyors, LLC, as authorized & approved for negotiations by CC on 11/08/11.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Services are on an As Needed Basis and funds will be identified and appropriated per project.

Attachments

backup

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/08/2011 05:40 PM
Budget & Management	Merlen P. Munoz	11/09/2011 08:08 AM
Perla Lopez	Angela Garcia	11/09/2011 09:25 AM
Olga Garza	Olga Garza	11/09/2011 04:55 PM
Auditor's Office	Angela Garcia	11/10/2011 04:42 PM
Form Started By: Rocio Villarreal		Started On: 11/08/2011 04:21 PM
	Final Approval Date: 11/10/2011	

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-11-299-11-15

THIS AGREEMENT is made effective the 15th day of November, 2011, by and between the County of Hidalgo, Texas ("County") and CVQ Land Surveyors, LLC ("Surveyor").

WITNESSETH:

WHEREAS, the County requires "Surveying Services" for "Road and Bridge, C.I.P. and Other Projects in General" (on call and an as needed basis) located within Hidalgo County Precinct No. 3, and

WHEREAS, the County of Hidalgo solicited Request for Qualifications (RFQ) for the development and establishment of a yearly pool for "Professional Surveying Services," and

WHEREAS, from which "Professional Surveyor" has been selected from the "Pool" of pre-qualified Surveyors from response to the Request for Qualifications (RFQ), and

WHEREAS, County has determined that the services of "Professional Surveyor" are sometimes necessary to carry out the required Surveying activities; and

WHEREAS, pursuant to Texas Government Code Section 2254.002, "The Professional Services Procurement Act," Government Code, the County requested proposals from professional Surveyors to assist the County by providing Surveying services; and

WHEREAS, County has selected the Surveyor to provide Surveying services within Hidalgo County Precinct No. 4, in accordance to Exhibit "A-1", Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Surveyors.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Surveyor do mutually agree as follows:

1. **Scope of Services.** Surveyor agrees to provide to County "Surveying services"

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-11-299-11-15

THIS AGREEMENT is made effective the 15th day of November, 2011, by and between the County of Hidalgo, Texas ("County") and CVQ Land Surveyors, LLC ("Surveyor").

W I T N E S S E T H:

WHEREAS, the County requires "Surveying Services" for "Road and Bridge, C.I.P. and Other Projects in General" (on call and an as needed basis) located within Hidalgo County Precinct No. 3, and

WHEREAS, the County of Hidalgo solicited Request for Qualifications (RFQ) for the development and establishment of a yearly pool for "Professional Surveying Services," and

WHEREAS, from which "Professional Surveyor" has been selected from the "Pool" of pre-qualified Surveyors from response to the Request for Qualifications (RFQ), and

WHEREAS, County has determined that the services of "Professional Surveyor" are sometimes necessary to carry out the required Surveying activities; and

WHEREAS, pursuant to Texas Government Code Section 2254.002, "The Professional Services Procurement Act," Government Code, the County requested proposals from professional Surveyors to assist the County by providing Surveying services; and

WHEREAS, County has selected the Surveyor to provide Surveying services within Hidalgo County Precinct No. 3, in accordance to Exhibit "A-1", Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Surveyors.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Surveyor do mutually agree as follows:

1. **Scope of Services.** Surveyor agrees to provide to County "Surveying services"

for and in connection to the: **"Road and Bridge, C.I.P. and Other Projects in General"** (on call and on an as needed basis) located within **Hidalgo County Precinct No. 3**, as shown in Exhibit "A" attached hereto and entitled "Services to be Provided by the Surveyor." *In the event the Surveyor does not provide the Scope of Services prior to the date specified on the purchase order, the Purchase Order will become NULL and VOID. If such Purchase Order becomes NULL and VOID and the Scope of Services is secured from another firm, Surveyor will be responsible for any additional charges or expenses Incurred by Hidalgo County.*

Further, in the event that it is demonstrated by Surveyor that Hidalgo County has caused or delayed thus preventing the Surveyor from meeting the specified agreed upon deadline to provided the Scopes of Services ordered, Surveyor must advise in written notice to the Purchasing Department to authorize and to secure additional time to comply.

2. **Term.** This Agreement shall commence upon approval of this agreement for a term of **one (1) year**, effective **November 15, 2011**, expiring, **November 14, 2012** or unless sooner terminated as provided herein. The Surveyor will not begin work or incur costs until authorized in writing by the County for each **"Purchase Order"**.

The County assumes no liability or obligation for payment to the Surveyor for work performed or costs incurred by the Surveyor prior to the date authorized by the County for the Surveyor to begin work, during periods when work is suspended, or subsequent to the Termination Date.

3. **Non-Exclusive Services of Surveyor** Hidalgo County reserves the right to request these services from other sources other than the Surveyor and shall not be in violation of any terms or conditions of this Agreement.

4. **Compensation.** As consideration for rendering the Services provided for in

this Agreement, the County agrees to pay the Surveyor the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Surveyor. The Surveyor is authorized to submit periodic requests for payment within thirty days after completion of each work order. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Surveyor agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep adequate books and records of all such receipts and/or expenditures. All payments to Surveyor shall be mailed to the address shown in numbered paragraph 21, hereof.

5. **Progress.** Upon acceptance of a work order, the Surveyor shall undertake and complete the authorized work. The County or the Surveyor can request conferences to be provided at the Surveyor's office, the office of the County, or at other agreed upon locations.

6. **Inspection of Work.** The County has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Surveyor, or a subcontractor, the Surveyor shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

7. **Amendments.** If it becomes necessary at any time during the agreement period to change the scope of work, the agreement period, the maximum amount payable,

the complexity, or the character of this agreement, an amendment must be prepared and executed within the agreement period. The County retains the right to reject any such amendment proposed by the Surveyor unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the agreement period as specified.

If the County finds it necessary to require changes in completed work because of errors made by the Surveyor, the County shall require the Surveyor to correct the work at no cost to the County and without amendment to the agreement. If the changes are made at the request of the County and are not due to errors of the Surveyor, the County will reimburse the Surveyor for the additional work at the same rate of pay established in Exhibit "B" "Basis for Payment." If payment for the additional work will cause the maximum amount payable to be exceeded, an amendment shall be executed in accordance with the terms of this provision.

8. Reporting. The Surveyor shall promptly advise the County in writing of events which have a significant impact upon the agreement, including:

1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any County or, if Federal funds are involved, Federal assistance needed to resolve the situation.
2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

9. Ownership of Documents. Upon completion or termination of this agreement, all documents prepared by the Surveyor or furnished to the Surveyor by the County shall be delivered to and become the property of the County. All sketches,

photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the County without restriction or limitation on their further use. The Surveyor may, at its own expense, have copies made of the documents or any other data furnished the County under this agreement.

10. Independent Contractor. Surveyor must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Surveyor under this Agreement. Notwithstanding the foregoing sentence, Surveyor represents and maintains that it is an independent contractor and is not an employee of Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Surveyor agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. Voluntary Termination. The County may terminate this Agreement at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

12. Insurance. Surveyor agrees to provide liability insurance covering its activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, '100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish department a certificate of insurance, Exhibit "C," issued by the insurer that such insurance is in full force and effect.

13. No Assignment. Except as otherwise herein provided, Surveyor, may not assign the obligations or rights under this agreement to any person without the prior written consent of County.

14. Conflict. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to agreement, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

15. Termination by County. If Surveyor fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Surveyor fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Surveyor.

16. No Waiver. No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

17. Entire Agreement. This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Surveyor, and not otherwise.

18. Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

19. Hold Harmless. In the event Surveyor should cause, either directly or

indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Surveyor shall hold harmless and indemnify County from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Surveyor=s intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

20. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

21. Notices. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County:	County of Hidalgo Attention: County Judge 1615 South Closner, Suite J Edinburg, Texas 78539
If to Surveyor:	CVQ Land Surveyors Attention: Carlos Vasquez, R.P.L.S., President 517 Beaumont Ave. McAllen, Texas 78501

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

22. Execution of Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

23. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this agreement.

24. Gender. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

25. Authority. The execution and performance of this Agreement by County and Surveyor have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Surveyor in accordance with its terms.

26. Commitment of Current Revenues. In the event that, during any term hereof, the County does not appropriate sufficient funds to meet to the obligations of this Agreement, the County may terminate this Agreement upon thirty (30) days written notice to the Surveyor. The 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 the County pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1995).

WITNESS WHEREOF, the Surveyor and the Owner have caused this Agreement for Professional Services to be effective as of the _____ day of _____, 2011.

SURVEYOR:
CVQ Land Surveyors, LLC

BY: _____
Carlos Vasquez, R.P.L.S., President

OWNER:
HIDALGO COUNTY

BY: _____
Hon. Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court on November 15, 2011

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

By: _____

ATTACHMENTS:
EXHIBIT A-1 -Request for Qualifications (RFQ) Procurement Packet
EXHIBIT A -Scope of Services to be provided by the Surveyor
EXHIBIT B -Surveying Rate Schedule
EXHIBIT C -Certificate of Insurance (*Hidalgo County*)

EXHIBIT "A-1"
Request for Qualifications
(RFQ) Procurement Packet



PURCHASING DEPARTMENT
County Of Hidalgo

December 13, 2010

Re: **HIDALGO COUNTY**
Request for Qualifications - **“Real Estate Surveyors-Hidalgo County”**
(Including all funding sources, programs, and entities)
RFQ No: 2011-003A-01-05-SMA

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma

Enclosures



PURCHASING DEPARTMENT
County Of Hidalgo

**REQUEST FOR QUALIFICATIONS (RFQ)
CHECKLIST**

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

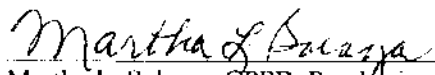
“Real Estate Surveyors -Pool”

RFQ No: 2011-003A-01-05-SMA

1. Request for Qualifications Letter, consists of 1 page.
2. Request for Qualifications, Legal Notice, consisting of 7 pages.
3. Exhibit A, Requirements, consisting of 7 pages.
4. Exhibit B, Evaluation Criteria, consisting of 2 pages.
5. Exhibit C, Insurance Requirements, consisting of 4 pages.
6. Exhibit D, CIQ Conflict of Interest Questionnaire, consists of 1 page.
7. Exhibit E, Proposer’s Affidavit, consists of 1 page.
8. Vendor/Bidder Application and W-9 form consisting of 6 pages.
9. Certification Regarding Debarment, consists of 1 page.
10. Attachment “A”,- Documentation required on Bldg., Road & Bridge Construction Projects, consists of 1 page.

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.


Martha L. Salazar, CPPB, Purchasing Agent

December 13, 2010
Date

LEGAL NOTICE

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

REQUEST FOR QUALIFICATIONS

“REAL ESTATE SURVEYORS- POOL”

RFQ No. 2011-003A-01-05-SMA

RFQ No: 2011-003A-01-05-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 292-7000 ext. 4865
------------------------------------	-------------------------------	--

REQUEST FOR QUALIFICATIONS

Hidalgo County REAL ESTATE SURVEYORS - POOL (Including all funding sources, Programs, and Entities)

JANUARY 05, 2011

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2626

Form HCPD-04

1. **Scaled Statements of Qualifications** will be received for **"Real Estate Surveyors - Pool-Hidalgo County"**(including all funding sources, Programs, and Entities), in accordance with the requirements attached hereto as Exhibit "A." RFQs should address all requirements set forth. Vendors may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall RFQ.
2. One (1) original and seven (7) copies of RFQs are required, with vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFQ No. 2011-003A-01-05-SMA "Real Estate Surveyors Pool-Hidalgo County"** and in County's Purchasing Department, **physical address: 2802 S. Business Hwy. 281; mailing address: 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, [REDACTED]**. **NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO RFQ.**

Hidalgo County reserves the right to refuse and reject any/all RFQs and to waive any/all formalities or technicalities, or to accept the RFQ considered the best and most advantageous to Hidalgo County.

WRITTEN QUESTIONS WILL BE ACCEPTED via facsimile to (956)292-7612 or via e-mail to sandra.montalvo@co.hidalgo.tx.us BY NO LATER THAN [REDACTED]. Responses will be sent to all applicants by [REDACTED]. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal. The award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.
4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible vendor, or to reject all RFQs and re-advertise.
5. For work to be performed at a County-owned or operated location, each vendor shall, in its sole discretion, visit the job site before preparing the RFQ and thoroughly familiarize himself/herself with existing conditions. Vendor should take field dimensions and note all circumstances which affect the RFQ.
6. No RFQ may be withdrawn within ninety (90) days from the scheduled time to accept RFQs.
7. Any interpretations, amendments, corrections or changes to this RFQ document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Vendors shall acknowledge receipt of all addendas a part of their RFQ.
8. County reserves the right to accept or reject any or all RFQs.

- 9. Costs are to be net F.O.B. destination, County Prepaid.
- 10. County is exempt from Federal Excise Tax, State Tax and Local Tax. Tax exemption certificates will be furnished upon request.
- 11. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
- 12. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

13. **DELIVERY INSTRUCTIONS** (for applicable goods and/or services):

- . No deliveries accepted after 3:00 P.M., Monday-Friday.
- . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent, before delivery will be accepted.
- . If you need additional information call the office listed below:
 Hidalgo County Purchasing Department
 Martha L. Salazar, CPPB, Purchasing Agent
 (956) 318-2626

14. **BILLING AND PAYMENT INSTRUCTIONS:**

- . Invoices must include:
 - a) Name and address of successful vendor
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)
 - d) Notation - "**Real Estate Surveyors Pool-Hidalgo County**"
 - e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- . Discount payments will be considered when offered.
- . Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufrazio, County Auditor
2802 S. Business Hwy. 281
Edinburg, TX 78539
(956) 318-2511

15. **SCHEDULE OF EVENTS**

RFQ Acceptance, 9:30 A.M. ~~January 20, 2011~~
 Award of Contract , 2011
 Commence Work or Deliver Products , 2011

16. **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:**

- . If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All participating firms are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.
- . Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.
- . If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.
- . If a contract is for the construction, alteration or repair of public buildings or public works, the contractor shall provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.
- . For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

17. **ETHICAL STANDARDS:**

- . It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of the County.
- . It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- . No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

18. **DISCLOSURE OF CONFLICT OF INTEREST**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PARTICIPANT.

19. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
20. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
21. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:
 - . Possess or is able to obtain adequate financial resources as required to perform under the proposal;
 - . Be able to comply with the required or proposed delivery schedule;
 - . Have a satisfactory record of performance;
 - . Have a satisfactory record of integrity and ethics;
 - . Be otherwise qualified and eligible to receive an award.
22. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposer's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
23. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

24. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:
 - A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the requirements.
25. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.
26. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
27. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
28. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.
29. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.
30. Proposers must provide all documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non-conforming.

Request for Qualifications
Real Estate Surveyors Pool-Hidalgo County
(Including all funding sources, Programs, and Entities)

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned participating firm proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned participant further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County reserves the right to reject any or all RFQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Participant agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting RFQs, as contained in the Requirements.

Respectfully submitted,

Participant: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
“REAL ESTATE SURVEYORS- POOL”

RFQ No. 2011-003A-01-05-SMA

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Real Estate Surveyors (firms) in order to establish a pre-qualified pool on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements.

Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Real Estate Surveyors will be for a period starting **February 9, 2011 and ending February 8, 2012.**

The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of "**Real Estate Surveyors Pool-Hidalgo County**" (including all funding sources, Programs, and Entities)-**Request For Qualifications** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M. Wednesday, January 05, 2011.** **ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFQ Number: 2011-003A-01-05-SMA

US Postal Mail Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

The Submittal Envelope/Packet Must Show The RFQ Number, Name And Opening Date.

The following outlines the Request for Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED via facsimile to (956)292-7612 or via e-mail to

sandra.montalvo@co.hidalgo.tx.us BY NO LATER THAN MONDAY, December 27, 2010 at 5:00 p.m. Responses will be sent to all applicants by Wednesday, December 29, 2010.
TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant 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 of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Clossner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:

Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit D) certifying that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products

or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT:

Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:

It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or request for qualifications procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFQ DELIVERY:

Hidalgo County requires submitters, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

SIGNING OF QUALIFICATIONS:

In order to be considered, all submittals **must** be signed. Please sign the original in **blue ink**.

WAIVING OF INFORMALITIES:

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:

The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:

The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT: All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II -RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:

The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original and seven (7) copies** of the RFQ shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:

This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:

The County of Hidalgo is seeking to contract with a competent Appraisal firm(s), registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

A. SCOPE OF SURVEYING SERVICES:

1. Property surveys, including a legal description with the preparation of six (6) hard copies.
2. Topographical survey, including establishment of survey bench mark.
3. Survey alignments for roadways and/or utilities including the establishment of right-of-ways, easements, baselines and legal descriptions.
4. Local Registered Professional Licensed Surveyor to verify all information and certify all required hard copies.
5. All survey reports are due within four weeks of request (20 business days) and receipt of a fully executed purchase order.

Additional, this section should include, but not limited to the following information:

- a) Firm name, address, phone number and person to contact regarding the Statement of Qualification.
- b) Qualifications and recent experience of the firm and key personnel relative to the performance of
- c) List of in State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.
- d) Ability to commence services immediately after successfully negotiating a contract for services.
- e) Familiarity with the geographical area.
- f) Statement regarding an Affirmative Action Program.
- g) Minimum of \$1,000,000.00 Professional liability, errors and omissions, insurance liability, errors and omissions, insurance.

PERSONNEL AND STAFFING:

The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:

This section will contain any licenses and certifications and assurance as required by FEDERAL HIGHWAY ADMINISTRATION, the STATE OF TEXAS, HIDALGO COUNTY, LOCAL MUNICIPALITIES, etc. The surveyor should include copies of their Professional Liability Insurance.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:

The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq. Once selected, proposer is to provide a fee proposal for the following scope of work.

NUMBER OF COPIES TO BE SUBMITTED:

Hidalgo County requires one (1) original submittal, seven (7) copies and two (2) CD in PDF Format.

PART III -SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:

The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

The respondent's Statement of Qualifications will be evaluated based on the criteria presented below.

1. **RESPONSIVENESS:** 30 points
 - a) Requested Information
 - b) Thoroughness
 - c) Understanding of Project
 - d) List of references provided
 - e) .Clarity - Brevity
 - f) Degree of Interest

- 2) **FIRM CAPABILITIES:** 45 points
- a) Background
 - b) Relevant experience
 - c) Experience with similar projects
 - d) Knowledge of area
 - e) Timeliness of schedule
 - f) Quality services previously provided to Hidalgo County
 - g) Current workload
 - h) Ability to commence various requested projects simultaneously
 - i) Completion of projects within budgets
3. **STAFFING:** 15 points
- a) Required discipline skills
 - b) Key personnel
 - c) Qualifications of personnel
4. **EQUAL OPPORTUNITY EMPLOYER** 05 points
5. **MEETS MINIMUM HIDALGO COUNTY INSURANCE REQUIREMENTS** 05 points

STATEMENT OF QUALIFICATIONS GRADING AND RANKING:

Once a Project has been identified and it is determined that Real Estate Surveyor Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court and/or the User Department in need of Real Estate Surveyor Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms;
2. Hidalgo County Commissioners' Court and/or an Evaluation Committee (selected and/or designated by County Commissioner's Court) will review, score, and evaluate the proposals received in response to this Hidalgo County Request for Proposals;
3. A grid of the scores will be presented to Commissioners' Court for the purpose of ranking and approval for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) a "scope of service" including fees;
2. The negotiated contract including best and final offer with the successful firm will be

presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

RFQ SUBMITTED TO: One (1) original, seven (7) copies and two (2) CD in PDF Format of RFQs should be submitted to:

US Postal Mail Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

The Submittal Envelope/Package Must Show The RFQ Number, Participate Name And Opening Date.

RFQs must be submitted by **no later than 9:30 a.m. on Wednesday, January 05, 2011.**

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

EXHIBIT “B”
EVALUATION CRITERIA

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
“REAL ESTATE SURVEYORS- POOL”

RFQ No. 2011-003A-01-05-SMA

EXHIBIT "B"
EVALUATION CRITERIA
REAL ESTATE SURVEYORS-POOL
RFQ No. 2011-003A-01-05-SMA

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. RESPONSIVENESS (30) POINTS

- A. Requested Information
- B. Thoroughness
- C. Understanding of Project
- D. List of references provided
- E. Clarity – Brevity
- F. Degree of Interest

2. FIRM CAPABILITIES (45) POINTS

- A. Background
- B. Relevant experience
- C. Experience with similar projects
- D. Knowledge of area
- E. Timeless of schedule
- F. Quality services previously provided to Hidalgo County
- G. Current workload
- H. Ability to commence various re-quested projects simultaneously
- I. Completion of projects within budgets

3. STAFFING (15) POINTS

- A. Required discipline skills
- B. Key personnel
- C. Qualifications of personnel

4. EQUAL OPPORTUNITY EMPLOYER (05) POINTS

5. MEETS MINIMUM HIDALGO COUNTY INSURANCE REQUIREMENTS (05) POINTS

GRAND TOTAL 100 Points

EXHIBIT "B"
EVALUATION CRITERIA
REAL ESTATE SURVEYORS-POOL
RFQ No. 2011-003A-01-05-SMA

Selection Criteria	Points	Score
1. RESPONSIVENESS (20 pts)		
➤ Requested information	5	
➤ Thoroughness	5	
➤ Understanding of Project	5	
➤ List of references provided	5	
➤ Clarity-Brevity	5	
➤ Degree of Interest	5	
Comments/Rationale For Points:		TOTAL
2. FIRM CAPABILITIES (45 pts)	5	
➤ Background		
➤ Relevant experience	5	
➤ Experience with similar projects	5	
➤ Knowledge of area	5	
➤ Timeliness of schedule	5	
➤ Quality services previously provided to Hidalgo County	5	
➤ Current workload	5	
➤ Ability to commence various re-quested projects simultaneously	5	
➤ Completion of projects within budgets	5	
Comments/Rationale For Points:		TOTAL
3. STAFFING (15 pts)	5	
➤ Required discipline skills		
➤ Key personnel	5	
➤ Qualification of personnel	5	
Comments/Rationale For Points:		TOTAL
4. EQUAL OPPORTUNITY EMPLOYER (05 pts)	5	
Comments/Rationale For Points:		TOTAL
5. MEETS MINIMUM HIDALGO COUNTY INSURANCE REQUIREMENTS (05 pts)	5	
Comments/Rationale For Points:		TOTAL
Total Score		

Provider: _____
 Evaluator: _____ Date: _____

EXHIBIT “C”
INSURANCE REQUIREMENTS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
“REAL ESTATE SURVEYORS- POOL”

RFQ No. 2011-003A-01-05-SMA

EXHIBIT "C"

Insurance Requirements Professional Services (i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars (\$1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.
2. A Five Hundred Thousand Dollars (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars (\$500,000.00) arising out of the services provided to County hereunder.
4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD **CERTIFICATE OF INSURANCE** DATE (MM/DD/YY)

PRODUCER THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	
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.

INSURER LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY				EACH OCCURRENCE
	<input type="checkbox"/> COMBINED GENERAL LIABILITY				PROPERTY DAMAGE (Per occurrence)
	<input type="checkbox"/> CLAIMS MADE				MEDICAL (Per occurrence)
	<input type="checkbox"/> OWNERS & CONT. PROP.				PERSONAL AND ADJ. LIABILITY
	<input type="checkbox"/> OWNERS PROTECTIVE LIABILITY				ANNUAL AGGREGATE
	GEN'L AGGREGATE LIMIT APPLICABLE PER POLICY				PRODUCTS - COMPOUND ANNUAL AGG.
B	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Per accident)
	<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)
	<input type="checkbox"/> THIRD AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY (Per accident)
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY (Per all agg.)
C	EXCESS LIABILITY				EACH OCCURRENCE
	<input type="checkbox"/> MULTIPLE CLAIMS				AGGREGATE
	<input type="checkbox"/> RETENTION				
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				NO STATE MANDATED LIMITS
					OTHER MANDATED LIMITS
					E1 - EACH ACCIDENT
					E2 - DISEASE (Per employee)
					E3 - DISEASE (Per policy limit)
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER
Hidalgo County
 Attn: Purchasing Department
 2812 S Highway Bus. 281
 Edinburg, Texas 78539

ADDITIONAL INSURED: INSURER LETTER
 CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): \$ _____

Automobile Liability: \$ _____ General Liability: \$ _____

- have already been met, see attached copy of insurance certificate.

Authorized Representative

Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____

2. Bonds: _____

3. Certificates: _____

4. Permits: _____

5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.

Authorized Signature

Date

Company

Address

City, State, Zip

EXHIBIT “D”
CONFLICT OF INTEREST QUESTIONNAIRE

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
“REAL ESTATE SURVEYORS- POOL”

RFQ No. 2011-003A-01-05-SMA

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

EXHIBIT “E”
PROPOSER’S AFFIDAVIT

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
“REAL ESTATE SURVEYORS- POOL”

RFQ No. 2011-003A-01-05-SMA

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

**PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING
FOR "REAL ESTATE SURVEYORS"**

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public

My commission expires: _____, 20__

VENDORS APPLICATION & W-9
FORMS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
“REAL ESTATE SURVEYORS- POOL”

RFQ No. 2011-003A-01-05-SMA

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: _____

- 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

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, 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
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

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
“REAL ESTATE SURVEYORS- POOL”

RFQ No. 2011-003A-01-05-SMA

**Certification
Regarding Debarment, Suspension Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature: _____

Print Name: _____

Title: _____

Telephone Number: _____

Date: _____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

ATTACHMENT "A"
**DOCUMENTATION REQUIRE ON BUILDING & ROAD & BRIDGE
CONSTRUCTION PROJECTS**

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
"REAL ESTATE SURVEYORS- POOL"

RFQ No. 2011-003A-01-05-SMA

ATTACHEMENT "A"

HIDALGO COUNTY PURCHASING DEPARTMENT DOCUMENTATION REQUIRE ON BUILDING & ROAD & BRIDGE CONSTRUCTION PROJECTS

NOTE: All Payments require Commissioners' Court Approval and the Documentations Listed Below.

PROJECT IN PROCESS		DOCUMENT SOURCE	"X" Denotes Where Applicable		
Item #	Document Required for Payment		New Building	Building Renovations	Road Projects
1	Application & Certificate of Payment	Contractor/Architect	X	X	X
2	Schedule of Values	Contractor	X	X	X
3	List of Supplier and Sub-Contractors (as applicable)	Contractor	X	X	X
4	Partial Waiver of Liens (Sub-Contractors/Suppliers)	Contractor	X	X	
5	Progress Report of Project	Engineer	X	X	X
6	Copies of Permits (Building/Plumbing/Mechanical, etc)	Contractor	X	X	
7	Certificate of Liability Insurance	Contractor	X	X	X

For item #s 1-7, the architect and/or engineer is responsible for ensuring the performance of the work. The list of suppliers and waiver of liens is necessary that the County is not held liable for activities not under its control.

PROJECT IN PROCESS		DOCUMENT SOURCE	"X" Denotes Where Applicable		
Item #	Document Required for Payment		New Building	Building Renovations	Road Projects
8	Punch List	Architect	X	X	
9	Certificate of Partial Substantial Completion	Architect	X	X	X
10	Consent of Sureties*	Bonding Agent	X	X	X
11	Consent of Surety to Reduction In or Partial Release of Retainage* (Only required when a retainage will be reduced by a portion)	Bonding Agent	X	X	X

For Payment of retainage, the above items are required to confirm partial completion of work and compliance with the contract.

*Must be accompanied by a power of attorney.

PROJECT IN PROCESS		DOCUMENT SOURCE	"X" Denotes Where Applicable		
Item #	Document Required for Payment		New Building	Building Renovations	Road Projects
12	Certificate of Construction Completion	Architect	X	X	X
13	General Contractor Warranty	Contractor	X	X	X
14	Certificate of Occupancy	Architect	X	X	
15	*Contractor's Affidavits of Release of Liens	Bonding Agent	X	X	X
16	*Contractor's Affidavit of Payment of Debts and Claims	Bonding Agent	X	X	X
17	*Consent of Surety Company of Final Payment	Architect	X	X	X
18	Final Blue Prints	Architect	X	X	X
19	Manufacturer Warranties	Contractor	X	X	

These items are necessary before the County can assume ownership as well as for insurance and capitalization.

*Must be accompanied by a power of attorney.

EXHIBIT "A"

Scope of Services to be provided by the Surveyor

EXHIBIT "A"

Services to be provided by the Surveyor

BOUNDARY SURVEYS

The location and marking of property corners, boundary lines and/or easements of a tract of land, including the necessary deed research, filed work, computations and analysis of the finding to establish the boundary as per rules and regulations of Texas Board of Professional Land Surveyors.

ROW SURVEYS

A boundary survey of a proposed roadway by creating an overall right-of-way map, parcel plats, metes and bounds and lot reports of each parcel of the proposed roadway or easement, for all the individual tracts of land that the proposed roadway or easement will traverse through.

CONTROL SURVEY

Establish Horizontal and Vertical control to be used for boundary and topographic Surveys, construction staking and aerial photography and related purposes.

CONSTRUCTION STAKING

Support by locating the location of proposed improvements for roads, buildings, parking lots pipelines, drain ditches, etc. as per proposed plans.

TOPOGRAPHIC SURVEYS

Location of existing improvements and elevation of a tract of land.

As-BUILT SURVEYS

Verification and locations of all improvements and elevations of tract of land.

UTILITIES SURVEYS

Survey to establish XYZ locations of existing utilities.

EXHIBIT "B"
Surveying Rate Schedule

EXHIBIT "B"
Surveying Hourly Rate Schedule

R.P.L.S.	\$ 150.00/hr
Survey Technician	\$ 130.00/hr
Three (3) Men Crew	\$ 125.00/hr
Two (2) Men Crew	\$ 110.00/hr
CAD Technician	\$ 850.00/hr
Administration	\$ 60.00/hr
Research	\$ 50.00/hr

NON-LABOR will be charge at cost + 10%

EXHIBIT "C"
Insurance Requirements

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/9/2011

PRODUCER Paul Perez Insurance Agency 1540 Dove Ave McAllen, Tx 78504 956-687-8940	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	NAIC#
INSURED CARLOS VASQUEZ CVQ LAND SURVEYORS LLC P.O. BOX 5066 MCALLEN, TX 78502	INSURER A: ATLANTIC CASUALTY	
	INSURER B: FARMERS INSURANCE	
	INSURER C: TEXAS MUTUAL INSURANCE	
	INSURER D: ADMIRAL INS. CO.	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INBR LTR	ADOL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR	1076001051	10/29/11	10/29/12	EACH OCCURRENCE	\$ 1,000,000	
		DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMPIOP AGG				\$ 100,000 \$ 5,000 \$ 1,000,000 \$ 1,000,000 \$ INCL		
B		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	075927102	10/21/11	10/21/12	COMBINED SINGLE LIMIT (Ea accident)	\$ 500,000	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ \$ \$	
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE DEDUCTIBLE RETENTION \$	N/A			AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EAACC AGG	\$ \$ \$ \$	
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	20030823	08/23/11	08/23/12	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ \$ \$
D		OTHER PROFESSIONAL LIABILITY	EO000013438-01	03/29/11	03/29/12	LIMIT: 1,000,000 OCC AGG: 1,000,000		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

LAND SURVEYOR

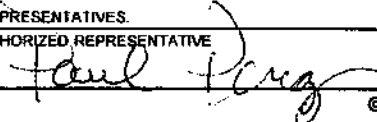
CERTIFICATE HOLDER

HIDALGO COUNTY
ATTN: PURCHASING AGENT
2812 S HWY BUS 281
EDINBURG, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



AI-29569

20. D.

CC REGULAR

Meeting Date: 11/15/2011

Submitted For: Valde Guerra

Submitted By: Aida Alvarez, SAFETY
DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Lilia G. Montalvo

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/08/2011 01:20 PM
Auditor's Office	Arcilia Duran	11/09/2011 11:31 AM
Purchasing Department	Marty Salazar	11/09/2011 12:22 PM
Form Started By: Aida Alvarez		Started On: 11/08/2011 10:57 AM
	Final Approval Date: 11/09/2011	

AI-29605

20. E.

CC REGULAR

Meeting Date: 11/15/2011

Submitted For: Valde Guerra

Submitted By: Aida Alvarez, SAFETY
DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Agustin Villanueva Reyes

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/08/2011 04:18 PM
Auditor's Office	Arcilia Duran	11/09/2011 11:31 AM
Purchasing Department	Marty Salazar	11/09/2011 12:22 PM
Form Started By: Aida Alvarez		Started On: 11/08/2011 04:09 PM
	Final Approval Date: 11/09/2011	

AI-29618

20. F.

CC REGULAR

Meeting Date: 11/15/2011

Submitted For: Valde Guerra

Submitted By: Aida Alvarez, SAFETY
DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Eulalia Sanchez

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/09/2011 08:12 AM
Auditor's Office	Arcilia Duran	11/09/2011 11:32 AM
Purchasing Department	Marty Salazar	11/09/2011 12:23 PM
Form Started By: Aida Alvarez		Started On: 11/09/2011 08:08 AM
	Final Approval Date: 11/09/2011	

AI-29628

20. G.

CC REGULAR

Meeting Date: 11/15/2011

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Iris Judith Serna & Rojelio Castillo

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/09/2011 11:52 AM
Auditor's Office	Arcilia Duran	11/09/2011 12:05 PM
Purchasing Department	Marty Salazar	11/09/2011 12:23 PM
Form Started By: Monica Badillo		Started On: 11/09/2011 11:46 AM
	Final Approval Date: 11/09/2011	

AI-29573

20. H.

CC REGULAR

Meeting Date: 11/15/2011

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Notice of claim regarding Brian Valadez

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/08/2011 01:22 PM
Auditor's Office	Arcilia Duran	11/09/2011 11:31 AM
Purchasing Department	Marty Salazar	11/09/2011 12:22 PM
Form Started By: Monica Badillo		Started On: 11/08/2011 11:33 AM
	Final Approval Date: 11/09/2011	

AI-29619

21. D.

CC REGULAR

Meeting Date: 11/15/2011

Submitted For: Valde Guerra

Submitted By: Aida Alvarez, SAFETY
DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Eulalia Sanchez

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/09/2011 08:12 AM
Auditor's Office	Arcilia Duran	11/09/2011 11:32 AM
Purchasing Department	Marty Salazar	11/09/2011 12:23 PM
Form Started By: Aida Alvarez		Started On: 11/09/2011 08:10 AM
	Final Approval Date: 11/09/2011	

AI-29607

21. E.

CC REGULAR

Meeting Date: 11/15/2011

Submitted For: Valde Guerra

Submitted By: Aida Alvarez, SAFETY
DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Agustin Villanueva Reyes

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/08/2011 04:18 PM
Auditor's Office	Arcilia Duran	11/09/2011 11:31 AM
Purchasing Department	Marty Salazar	11/09/2011 12:22 PM
Form Started By: Aida Alvarez		Started On: 11/08/2011 04:11 PM
	Final Approval Date: 11/09/2011	

AI-29570

21. F.

CC REGULAR

Meeting Date: 11/15/2011

Submitted For: Valde Guerra

Submitted By: Aida Alvarez, SAFETY
DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Lilia G. Montalvo

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/08/2011 01:20 PM
Auditor's Office	Arcilia Duran	11/09/2011 11:31 AM
Purchasing Department	Marty Salazar	11/09/2011 12:22 PM
Form Started By: Aida Alvarez		Started On: 11/08/2011 10:59 AM
Final Approval Date: 11/09/2011		

AI-29629

21. G.

CC REGULAR

Meeting Date: 11/15/2011

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Iris Judith Serna & Rojelio Castillo

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/09/2011 11:52 AM
Auditor's Office	Arcilia Duran	11/09/2011 12:05 PM
Purchasing Department	Marty Salazar	11/09/2011 12:23 PM
Form Started By: Monica Badillo		Started On: 11/09/2011 11:46 AM
	Final Approval Date: 11/09/2011	

AI-29574

21. H.

CC REGULAR

Meeting Date: 11/15/2011

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Notice of claim regarding Brian Valadez

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/08/2011 01:22 PM
Auditor's Office	Arcilia Duran	11/09/2011 11:31 AM
Purchasing Department	Marty Salazar	11/09/2011 12:22 PM
Form Started By: Monica Badillo		Started On: 11/08/2011 11:35 AM
	Final Approval Date: 11/09/2011	