AI-30949 **6. B.**

CC REGULAR

Meeting Date: 02/21/2012

Department: IT DEPARTMENT

Information

CAPTION

I. T. Department:
Requesting permission for three (3) employees to travel to San Antonio, Texas on May 21-25, 2012 to attend the Texas Association of Governmental IT Managers 2012 Conference.

BACKGROUND

Renan Ramirez, Phillip Veale, and Estanislado Ramos will be the employees attending the conference.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-415-00-200-001-0-583/584

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

BUDGETARY IMPACT:

Object Code 583 $7,500.00
Object Code 584 $8,000.00

Attachments

BACKUP
Travel Documents

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/06/2012 02:08 PM
Erika Zamora	Erika Zamora	02/14/2012 10:46 AM
Purchasing Department	Angela Garcia	02/17/2012 03:50 PM

Form Started By: Edna Kirby Started On: 02/06/2012 01:45 PM

Final Approval Date: 02/17/2012

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 02/08/12
TOTAL NUMBER OF EMPLOYEES TRAVELING: 3

DEPARTMENT NAME: I. T. Department
NAME & TITLE OF EMPLOYEE(S) TRAVELING: Renan Ramirez, Phillip Veale, Estanislado Ramos

EVENT INFORMATION

TITLE OF EVENT:	Texas Association of Governmental IT Managers		
EVENT DATE(S) FROM:	05/21/12	TO:	05/25/12
DEPARTURE DATE:	05/21/12	RETURN DATE:	05/25/12
LOCATION OF EVENT: CITY:	San Antonio	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.
- x 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.

SUMMARY OF ESTIMATED TRAVEL EXPENSES	ESTIMATED EXPENSES	(DBM USE ONLY) FUNDS AVAILABLE BALANCE
1. REGISTRATION FEE(S)	$ 1,200.00	
Subtotal for Object Code 584	$ 1,200.00	$
2. AIRFARE- ROUNDTRIP COACH FARE ONLY	$ -	
3. TAXI FARE	$ -	
4. BUS FARE	$ -	
5. RENTAL CAR	$ 238.03	
6. GASOLINE/DIESEL/FUEL	$ 100.00	
7. MILEAGE REIMBURSEMENT	$ -	
8. TELEPHONE CALLS	$ -	
9. PARKING	$ -	
10. LODGING	$ 1,485.00	
11. MEALS	$ 555.00	
12. OTHER EXPENSES	$ -	
Subtotal for Object Code 583	$ 2,378.03	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ 3,578.03	$

MODE OF TRAVEL (Place an "X" by applicable mode of travel)

- AIRFARE*
- BUS**
- Rental Car**
- County Vehicle**
- Private Vehicle**
- OTHER** (Specify)

* If traveling by airplane, the traveler should consider purchasing a refundable fare if possibility of a cancellation exists.

** If mode of travel includes bus, rental car, county vehicle, private vehicle, or other form of transportation, a comparision of the savings that will be achieved by not choosing to travel by airplane must be provided with supporting documentation.

14. IF HIDALGO COUNTY IS NOT FUNDING ANY OR PART OF THIS TRIP, INDICATE BELOW THE EXPENSE TYPE & SOURCE OF PAYMENT:

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.
- x 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:	DATE:	DEPARTMENT CONTACT PERSON:	PHONE NO.:
	02/8/12		

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:

Edna Kirby

From: Lindy Jordan [ljordan@cmpmanagement.com]
Sent: Wednesday, January 25, 2012 9:46 AM
To: edna.kirby@co.hidalgo.tx.us
Cc: Debbie Peterson
Subject: RE: TAGITM Membership Invoice

Hello Edna,

Debbie Peterson asked that I send over this information to you since I head up the conference logistics. Conference registration will open in late February or first of March. The conference fees this year will be $400 for Agency members under the early registration fee. The hotel room rate at the Westin Riverwalk hotel is $106 per night, you can book your rooms through the following link http://www.starwoodmeeting.com/StarGroupsWeb/res?id=1201058103&key=B7796. Once you register your attendees for the conference, you will be able to download an invoice that will have a remit to address for payment.

Please let me know what other information you may need at this time.

Thanks!

Lindy Jordan
TAGITM, Inc
512-474-1827

From: Edna Kirby [mailto:edna.kirby@co.hidalgo.tx.us]
Sent: Monday, January 23, 2012 2:51 PM
To: Debbie Peterson
Subject: FW: TAGITM Membership Invoice

Hi Debbie,

I am preparing the package for the TAGITM for 05/22/2012 – 5/25/2012, will you please send me information on the Registration Fee, how much, address as to where the payment should go?

Regards,
Edna Kirby
edna.kirby@co.hidalgo.tx.us
Administrative Assistant II
100 E Cano 4th Floor
Edinburg, Texas 78539
p. 956.292.7010 **Ext.** 6017
f. 956.318.2152
Hidalgo County, Texas

TAGITM 2012 Annual Education Conference

More in this Section...

Share

TAGITM 2012 Education Conference

Save the Date - May 22 - 25, 2012

Westin Riverwalk, San Antonio

The TAGITM Education Conference is held each year and features a great line-up of keynote speakers, workshop sessions and networking opportunities. Mark your calendar now to be sure you don't miss this outstanding conference.

enterprise

Modify Reservation

Confirmation # 995194824

Special Section

HIDALGO COUNTY PURCHASING

Location Details change

Pick Up Location

MCALLEN INTL ARPT
MC ALLEN, TX 78503-3140
Tel.:(956) 686-9089

Dates & Times change

Pick Up

May 21, 2012 @ 8:30 am

Return

May 25, 2012 @ 9:30 pm

Vehicle Class change

Full Size

Renter's Age change

25 and Up

Renter's Information change

ESTANISLADO RAMOS
Tel.: (956) 292-7010
stan.ramos@co.hidalgo.tx.us

Verify Changes to Confirmation #995194824.

Apply Changes | Exit, No Changes | Cancel Reservation

Total Cost Estimate

For a(n) **Full Size rental** (Chevy Impala, Nissan Altima, Dodge Charger or similar).

5 Day @ $ 37.50 USD	$ 187.50 USD
Drop Charge	$ 0.00 USD
COLLISION DAMAGE WAIVER FULL	$ 0.00 USD
SUPPLEMENTAL LIABILITY PROTECTION	$ 0.00 USD
CONCESSION RECOUP FEE 11.11 PCT	$ 21.64 USD
TEXAS REIMBURSEMENT 1.45/DAY	$ 7.25 USD
MOTOR VEH RENTAL TAX	$ 21.64 USD
*** Total Charges**	**$ 238.03 USD**

Additional surcharges, local taxes, etc. may apply.

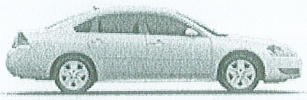
Your Business Rental Program benefits have been Applied

Shuttle Policy

LOCATED IN TERMINAL. CARS ARE ON-SITE.

Important Information About Your Rental

- This vehicle comes with unlimited mileage.
- ALL DRIVERS MUST BE 21 YEARS OF AGE OR OLDER. DRIVERS MUST BE AT LEAST 25 YEARS OF AGE OR OLDER TO RENT LUXURY CARS, 15 PASSENGER VANS, SUVS AND TRUCKS. DRIVERS 21-24 YEARS OF AGE MAY RENT ECONOMY THROUGH FULL SIZE CARS, MINIVANS, AND CARGO VANS ONLY.
- THERE WILL BE AN ADDITIONAL CHARGE OF $10.00 PER DAY FOR EACH ADDITIONAL AUTHORIZED DRIVER OTHER THAN A SPOUSE OR DOMESTIC PARTNER.
- TOLL PASS POLICY : IF YOU OR ANY DRIVER OPERATE THE RENTAL VEHICLE ON A VIDEO MONITORED TOLL ROAD AND GENERATE AN UNPAID TOLL YOU WILL BE CHARGED OUR TOLLPASS CONVENIENCE CHARGE OF $2.00 FOR EACH DAY YOU USE A VIDEO MONITORED TOLL ROAD OR BRIDGE, PLUS THE POSTED TOLL AMOUNTS AND FEES WHICH WERE UNPAID. THE MAXIMUM TOLLPASS CONVENIENCE CHARGE FOR THE RENTAL PERIOD WILL BE $6.00, AND IS IN ADDITION TO THE COST OF ALL UNPAID TOLLS AND FEES. FOR TOLL ROAD COVERED BY THE TOLLPASS CONVENIENCE CHARGE AND RELATED INFORMATION CALL (877)-860-1258. IF YOU OR ANY DRIVER OPERATE THE RENTAL VEHICLE IN AREAS NOT SERVED BY TOLLPASS AND GENERATE ANY UNPAID TOLL(S) THEN YOU WILL BE CHARGED FOR ALL UNPAID TOLLS AND A SEPARATE FEE OF UP TO $25.00 PER RENTAL. TOLLPASS PROGRAM: WWW.HTALLC.COM/ENTERPRISE .



Full Size
Chevy Impala, Nissan Altima, Dodge Charger or similar

Add Optional Items

GPS	$ 9.99 USD / Add Day $ 169.99 USD Max/Rental
Child toddler seat	$ 9.95 USD / Add Day $ 60.00 USD Max/Rental

Explore Protection Products

Damage Waiver	See Details
Personal Accident Insurance / Personal Effects Coverage	See Details
Supplemental Liability Protection	See Details

Actual prices may vary depending on the vehicle class that is selected.

These optional products may be purchased at the time of rental and are not included in the Total Cost Estimate quoted in this Reservation.

Apply Changes | Exit, No Changes | Cancel Reservation

enterprise

ESTANISLADO RAMOS
Tel.: (956) 292-7010
stan.ramos@co.hidalgo.tx.us
Renter Age:25 and Up

HIDALGO COUNTY PURCHASING

Confirmation Number:

995194824

Full Size
Car Class:

Chevy Impala, Nissan Altima, Dodge Charger or similar

Rental Dates:

Start: **Monday, May 21, 2012 @ 8:30 am**
End: **Friday, May 25, 2012 @ 9:30 pm**

Pick Up Location:

MCALLEN INTL ARPT
MC ALLEN,TX 78503-3140

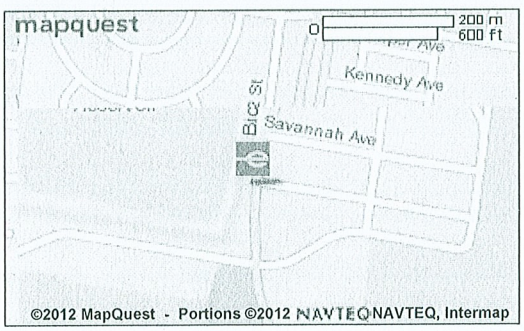
Tel.: (956) 686-9089

Airport Shuttle Information

LOCATED IN TERMINAL. CARS ARE ON-SITE.

Office Hours for the week of May 21, 2012

Monday	**7:30 am - 11:00 pm**
Tuesday	**7:30 am - 11:00 pm**
Wednesday	**7:30 am - 11:00 pm**
Thursday	**7:30 am - 11:00 pm**
Friday	**7:30 am - 11:00 pm**
Saturday	**9:00 am - 9:00 pm**
Sunday	**9:00 am - 11:00 pm**



Total Cost Estimate :

For a(n) **Full Size rental (Chevy Impala, Nissan Altima, Dodge Charger or similar).**

5 Day @	$ 37.50 USD	$ 187.50 USD
Drop Charge		$ 0.00 USD
COLLISION DAMAGE WAIVER FULL		$ 0.00 USD
SUPPLEMENTAL LIABILITY PROTECTION		$ 0.00 USD
CONCESSION RECOUP FEE 11.11 PCT		$ 21.64 USD
TEXAS REIMBURSEMENT 1.45/DAY		$ 7.25 USD
MOTOR VEH RENTAL TAX		$ 21.64 USD
***Total Charges**		**$ 238.03 USD**

Additional surcharges, local taxes, etc. may apply.

This vehicle comes with unlimited mileage.

ALL DRIVERS MUST BE 21 YEARS OF AGE OR OLDER. DRIVERS MUST BE AT LEAST 25 YEARS OF AGE OR OLDER TO RENT LUXURY CARS, 15 PASSENGER VANS, SUVS AND TRUCKS. DRIVERS 21-24 YEARS OF AGE MAY RENT ECONOMY THROUGH FULL SIZE CARS, MINIVANS, AND CARGO VANS ONLY.

THERE WILL BE AN ADDITIONAL CHARGE OF $10.00 PER DAY FOR EACH ADDITIONAL AUTHORIZED DRIVER OTHER THAN A SPOUSE OR DOMESTIC PARTNER.

RETURN THE VEHICLE TO THE RENTAL CAR PARKING LOCATED NEXT TO THE TERMINAL BUILDING. PLACE KEYS IN THE DROP BOX LOCATED ON THE ENTERPRISE COUNTER.

TOLL PASS POLICY : IF YOU OR ANY DRIVER OPERATE THE RENTAL VEHICLE ON A VIDEO MONITORED TOLL ROAD AND GENERATE AN UNPAID TOLL YOU WILL BE CHARGED OUR TOLLPASS CONVENIENCE CHARGE OF $2.00 FOR EACH DAY YOU USE A VIDEO MONITORED TOLL ROAD OR BRIDGE, PLUS THE POSTED TOLL AMOUNTS AND FEES WHICH WERE UNPAID. THE MAXIMUM TOLLPASS CONVENIENCE CHARGE FOR THE RENTAL PERIOD WILL BE $6.00, AND IS IN ADDITION TO THE COST OF ALL UNPAID TOLLS AND FEES. FOR TOLL ROAD COVERED BY THE TOLLPASS CONVENIENCE CHARGE AND RELATED INFORMATION CALL (877)-860-1258. IF YOU OR ANY DRIVER OPERATE THE RENTAL VEHICLE IN AREAS NOT SERVED BY TOLLPASS AND GENERATE ANY UNPAID TOLL(S) THEN YOU WILL BE CHARGED FOR ALL UNPAID TOLLS AND A SEPARATE FEE OF UP TO $25.00 PER RENTAL. TOLLPASS PROGRAM: WWW.HTALLC.COM/ENTERPRISE .

Visit us at enterprise.com, or call 1-800-261-7331.

Gmail by Google

Phillip Veale <phillipveale@gmail.com>

Rest easy. Your reservation has been confirmed (055224230).

The Westin Riverwalk, San Antonio <GCCUSTSERVICE@confirm.starwoodhotels.com> **Thu, Jan 19, 2012 at 9:57 AM**

Reply-To: "GCCUSTSERVICE@confirm.starwoodhotels.com" <GCCUSTSERVICE@confirm.starwoodhotels.com>
To: "PHILLIPVEALE@GMAIL.COM" <PHILLIPVEALE@gmail.com>

Trouble seeing this email? View it in a browser for up-to-date reservation information, or to view in

English , Français , Español , Deutsch , Português , Italiano , 中文(简体) , 日本語

WESTIN HOTELS & RESORTS

The Westin Riverwalk, San Antonio
420 W Market Street,
San Antonio , Texas 78205 United States
Phone: (210) 224-6500 Fax: (210) 444-6000



- Contact us
- Guest Rooms
- Features and Activities
- Dining Options
- Local Area
- Driving Directions
- Area Map
- Meeting Space

Greetings Phillip,

Your reservation is all set - we're excited to welcome you to The Westin Riverwalk, San Antonio. If there is anything you need as we prepare for your arrival, please just ask.

Click the banner to the right for an exclusive offer to upgrade your room.

Stay Well,

Bill Petrella
General Manager

Westin Feedback Requested

A Message For Your Stay



Click here to upgrade your room from $50 per night.

Your Starwood Preferred Guest Details
Member Name:
Phillip Veale
SPG Number:



At Westin your opinion about the reservation associate who helped you today is very important to us. We invite you to take a short survey regarding your experience with the Associate you spoke with today on the phone.

xxxxxxxx578
Starpoint Balance: 30172

Login to Your Account

More

Confirmation: **055224230**

Your Reservation

Check In	**21-MAY-2012 - 3:00 PM ***
Check Out	**25-MAY-2012 - 12:00 PM ***
Number of Rooms	**3**
Number of Guests	**3**

** Indicates standard hotel check-in and check-out times and does not reflect special arrangements made with the hotel.*

Your Accommodations: Room 1 of 3

Guest Name	**PHILLIP VEALE**
Number of Adults	**1**
Number of Children	**0**

Room Description
King Bed

- Traditional Non-smoking, Smoke-free
- 39 Sq.m/420 Sq.ft
- 420 Sq Ft
- Heavenly Bed And Bath
- High-speed Internet For A Fee
- Cityside Room

Remarks

Your Rate: Room 1 of 3

Rates for the night of **21-May-12, 22-May-12, 23-May-12, 24-May-12**

Rate Details
Tagitm 2012 Annual C

106.00 in US DOLLARS per night

Taxes
State 6.0 Percent Per Room Per Night Not In The Rate
City/county 10.75 Percent Per Room Per Night Not In The Rate

Guarantee and Cancellation Policies
Your room is guaranteed with a(n) AMEX / OPTIMA card.
Cancel by 6:00 PM Hotel time 2 days prior to avoid 1 Night penalty.
There may be additional applicable charges and taxes.

Room taxes may be charged on penalties.

Debit and Credit cards will be authorized at check-in for the amount of your stay, plus an amount to cover incidentals. Please visit "Announcements" on the hotel website for more information.

Your Accommodations: Room 2 of 3

Guest Name	**PHILLIP VEALE**
Number of Adults	**1**
Number of Children	**0**

Room Description
King Bed

- Traditional Non-smoking, Smoke-free
- 39 Sq.m/420 Sq.ft
- 420 Sq Ft
- Heavenly Bed And Bath
- High-speed Internet For A Fee
- Cityside Room

Remarks

Your Rate: Room 2 of 3

Rates for the night of **21-May-12, 22-May-12, 23-May-12, 24-May-12**

Rate Details
Tagitm 2012 Annual C

106.00 in US DOLLARS per night

Taxes
State 6.0 Percent Per Room Per Night Not In The Rate
City/county 10.75 Percent Per Room Per Night Not In The Rate

Guarantee and Cancellation Policies
Your room is guaranteed with a(n) card.
Cancel by 6:00 PM Hotel time 2 days prior to avoid 1 Night penalty.
There may be additional applicable charges and taxes.

Room taxes may be charged on penalties.

Debit and Credit cards will be authorized at check-in for the amount of your stay, plus an amount to cover incidentals. Please visit

Your Accommodations: Room 3 of 3

Guest Name	**RENAN RAMIRWZ**
Number of Adults	**1**
Number of Children	**0**

Room Description
King Bed

- Traditional Non-smoking, Smoke-free
- 39 Sq.m/420 Sq.ft
- 420 Sq Ft
- Heavenly Bed And Bath
- High-speed Internet For A Fee
- Cityside Room

Remarks

Your Rate: Room 3 of 3

Rates for the night of **21-May-12, 22-May-12, 23-May-12, 24-May-12**

Rate Details
Tagitm 2012 Annual C

106.00 in US DOLLARS per night

Taxes
State 6.0 Percent Per Room Per Night Not In The Rate
City/county 10.75 Percent Per Room Per Night Not In The Rate

Guarantee and Cancellation Policies
Your room is guaranteed with a(n) card.
Cancel by 6:00 PM Hotel time 2 days prior to avoid 1 Night penalty.
There may be additional applicable charges and taxes.

Room taxes may be charged on penalties.

Debit and Credit cards will be authorized at check-in for the amount of your stay, plus an amount to cover incidentals. Please visit "Announcements" on the hotel website for more information.

Your Privacy

Please note: For security purposes, you will be asked to provide a valid government or state-issued photo ID at check-in.

This email may contain links to websites that collect personally identifiable information about you. Starwood Hotels & Resorts Worldwide, Inc. is not responsible or liable for the actions of such independent websites, and encourages you to review the privacy statements and policies of such websites to understand how they

collect, use and store such information.

Click here for Starwood Hotels & Resorts Worldwide, Inc.'s Privacy Statement.

Disclosure

Starpoint® balance may not reflect your most recent activity and may not include Starpoints earned or redeemed for the current transaction.

Modify and Cancel Information
To view, change or cancel your reservation, please visit westin.com. Any modification to a reservation is subject to the hotel's availability at the time the modification is requested and may change the rate and/or require payment of cancellation fees. If you require further assistance, please contact Westin Hotels & Resorts at 800-937-8461 if you are calling from the United States or Canada. Otherwise, click here for the telephone number of the Worldwide Reservation Office nearest you. Please note that reservations cannot be changed or canceled via email.

Guarantee Rules
For reservations guaranteed with a form of payment at time of booking, rooms are held until hotel check-out time the day following arrival. For reservations not guaranteed with a form of payment at time of booking, rooms are held until set cancellation time per the rules of the reservation. In the event more guests arrive than can be accommodated due to hotel overbooking or an unforeseen circumstance, and hotel is unable to hold rooms consistent with this room hold policy, hotel will attempt to accommodate guests, at its expense, at a comparable hotel in the area for the oversold night(s), and will pay for transportation to that hotel.

Package Handling Policy
There is a package handling fee for all incoming and outbound packages. Please contact the hotel directly for the exact fee.

Smoking Policy
We are a smoke-free hotel. All guest rooms, suites, and public spaces are 100% smoke-free. Under the Breathe Westin® program, registered guests who smoke in a guest room or suite could be liable for an additional fee of $200 so the room can be sufficiently cleaned and ready for the next guest.

Exchange Rate
For non-US hotels, rates confirmed in USD may be converted to local currency by the hotel at your time of stay, based on the exchange rate used by the hotel and are subject to exchange rate fluctuations. Credit card charges are subject to additional currency conversions by banks or credit card companies, which are not within the hotel's control and may impact the amount charged to your credit card. Please contact the hotel if you have any questions.

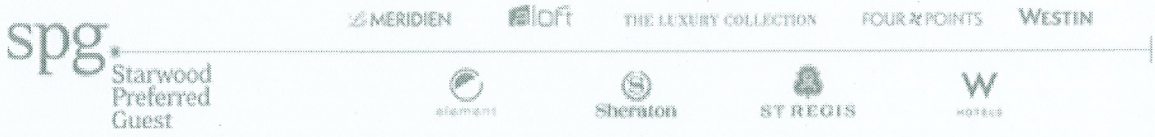
Rate/Reservation Validity
Please note that electronic reservation confirmations are provided to you solely for your convenience and that we retain official records of our reservation transactions, including details of dates of stay and room rates. In the event of discrepancies, alterations, modifications, or variations between this confirmation and our official records, our official

records shall control. Tampering with this confirmation to alter the room rate, or any other reservation information is strictly prohibited and may have legal consequences.

Early Departure
Many Starwood hotels have an early departure fee. When you check-in, you will be asked to confirm your departure date. You may be able to change your departure date without a penalty if your rate plan permits and if you do so before the end of your arrival day. After reconfirming your departure date, if you decide to leave earlier, you may be charged the early departure fee. Please contact the hotel if you have any questions.

Starwood Hotels & Resorts Worldwide, Inc.
1111 Westchester Avenue: White Plains, NY 10604

This is a post only e-mail. Please do not reply to this message.
If you would like to unsubscribe from further marketing e-mail communications related to this stay, please click here.



HIDALGO COUNTY, TEXAS
SEMINAR, HOTEL, CAR RENTAL, AND AIRFARE
CHECK REQUEST FORM
PAGE 1 OF 2

DEPARTMENT:	I. T. DEPARTMENT	If, applicable, was travel approved by Co. Exec. Officer?	
DEPARTURE DATE:	5/21/2012	RETURN DATE:	5/25/2012
TO CITY:	SAN ANTONIO	STATE:	TEXAS
NAME OF EMPLOYEES ATTENDING SEMINAR:	RENAN RAMIREZ, PHILLIP VEALE, ESTANISLADO RAMOS		
TOTAL# OF EMPLOYEES ATTENDING SEMINAR:	3		

PURPOSE/BENEFIT TO HIDALGO COUNTY:
CONDUCT / RESEARCH / INFORMATION GATHERING TO ENCHANCE THE COUNTY'S COMPUTER INFRASTRUCTURE.

A. WORKSHOP/SEMINAR REGISTRATION(S)

TITLE OF WORKSHOP/SEMINAR:	TAGITM 2012 CONFERENCE		
SPONSORED BY:	TAGITM		
REGISTRATION CHECK PAYABLE TO:	TAGITM		
REGISTRATION ADDRESS:	P. O. BOX 200363	SEMINAR START DATE:	5/21/2012
	AUSTIN, TEXAS	SEMINAR END DATE:	5/25/2012
	78720	PURCHSE ORDER NO.	
1. REGISTRATION COST PER EMPLOYEE:	$ 400.00	NO. OF EMPLOYEES ATTENDING AT THIS RATE:	3
2. REGISTRATION COST PER EMPLOYEE:		NO. OF EMPLOYEES ATTENDING AT THIS RATE:	
3. "FREE REGISTRATION COST:	"FREE"	NO. OF EMPLOYEES ATTENDING FOR "FREE":	
GL ACCT NO.:	2-1100-415-00-200-001-0-584	TOTAL NO. OF EMPLOYEES ATTENDING:	

TOTAL COST OF SEMINAR (Registration Cost per Employee x Number of Employees Attending at a rate) . . . . A.	$	1,200.00
(SEE PAGE 2 FOR SECTIONS B, C, & D) TOTAL THIS PAGE (A):	$	1,200.00
TOTAL 2ND PAGE (B + C + D):	$	1,723.09
GRAND TOTAL (A + B + C + D)	$	2,923.09

E. CERTIFICATIONS AND EMPLOYEE AUTHORIZATIONS FOR PAYROLL DEDUCTIONS

DEPARTMENT'S PUBLIC OFFICIAL CERTIFICATION: I hereby certify that trip expenditures are necessary and will be incurred for official county business. Reasonable efforts to minimize the use of county funds have been explored. The information and estimates provided on this form are true and as accurate as possible. If it becomes necessary to cancel a trip, all necessary cancellations and notices will be made to the applicable vendors and departments in accordance with the Travel Policy, Guidelines, and Procedures. Travelers have read the Travel Policy, Guidelines, and Procedures and understand that failure to cancel reservations for any reasons other than those allowed by the Travel Policy will be at their expense.

DEPARTMENT'S PUBLIC OFFICIAL (Signature)	DEPARTMENT'S CONTACT PERSON	PHONE #

TRAVELER'S AUTHORIZATION: I certify that if it becomes necessary to cancel a trip, all necessary cancellations and notices will be made to the applicable vendors and departments in accordance with the Travel Policy, Guidelines, and Procedures. If I fail to cancel reservations for reasons other than those allowed by Section 17 of the Travel Policy, Guidelines, and Procedures, I authorize the deduction of any travel expenses incurred by the county on my behalf from my payroll check.

EMPLOYEE NAME (PRINT)	EMPLOYEE'S SIGNATURE	EMPLOYEE NO.
RENAN RAMIREZ		050229
Phillip Veale		185922
Estanislado Ramos	Estanislado Ramos	114502

HIDALGO COUNTY, TEXAS
SEMINAR, HOTEL, CAR RENTAL, AND AIRFARE
CHECK REQUEST FORM
PAGE 2 OF 2

DEPARTMENT:	I. T. DEPARTMENT		
DEPARTURE DATE:	5/21/2012	RETURN DATE:	5/25/2012
TO CITY:	SAN ANTONIO	STATE:	TEXAS
NAME OF EMPLOYEES ATTENDING SEMINAR:	RENAN RAMIREZ, PHILLIP VEALE, ESTANISLADO RAMOS		
TOTAL# OF EMPLOYEES ATTENDING SEMINAR:	3		

B. HOTEL RESERVATION(S)

Note: Use of a travel a gency is discouraged. Unless a benefit is achieved by other means, you must use the State of Texas travel management services contract by visiting: www.window.state.tx.us/procurement/prog/stmp/

NAME OF HOTEL:	THE WESTIN RIVERWALK	HOTEL PHONE NO:	210-224-6500
ADDRESS OF HOTEL:	420 W. MARKET	CONFIRMATION NO.(s):	055224230
	SAN ANTONIO, TX 78205		
ROOM RATE:	$ 106.00	PURCHASE ORDER NO.	
NUMBER OF NIGHTS:	12	GENERAL LEDGER ACCT NO:	2-1100-415-00-200-001-0-583
ROOM RATE:		TOTAL NO. OF ROOMS:	3
NUMBER OF NIGHTS:			
ROOM RATE:		HOTEL TAX RATE:	16.75%
NUMBER OF NIGHTS:			

TOTAL CHECK AMOUNT FOR HOTEL(Daily Room Rate x No. of Rooms x No. of Days x Tax Rate). . . . . B. $ 1,485.06

C. CAR RENTAL(S)

Note: Reservations for car rentals made under the name of Hidalgo County are required to be made through the State of Texas travel management services contract by visiting: www.window.state.tx.us/procurement/prog/stmp/

IS A COUNTY VEHICLE ASSIGNED TO YOUR DEPARTMENT? YES / NO	NO	IF YES, EXPLAIN REASON FOR NOT UTILIZING IT? Attach memo if more space needed.	
NAME OF CAR RENTAL COMPANY:	ENTERPRISE		
ADDRESS OF CAR RENTAL COMPANY: *Note: Coordination of travel is required for every group of 4 or less*	MCALLEN INTL ARPT		
PHONE NUMBER OF CAR RENTAL COMPANY:	956-686-9089		
VEHICLE NO. 1 TYPE:	FULL	VEHICLE NO. 2 TYPE:	
DAILY CAR RATE:	$ 47.61	DAILY CAR RATE:	
NUMBER OF DAYS:	5	NUMBER OF DAYS:	
CONFIRMATION NO.:	995194824	CONFIRMATION NO.	
VEHICLE NO. 1 - NAMES OF EMPLOYEES TRAVELING:	RENAN RAMIREZ, PHILLIP VEALE, ESTANISLADO RAMOS	VEHICLE NO. 2 - NAMES OF EMPLOYEES TRAVELING:	
PURCHASE ORDER NO.		GL ACCT NO:	2-1100-415-00-200-001-0-583

TOTAL CHECK AMOUNT FOR CAR RENTAL (Daily Car Rate x No. of Days) . . . . . C. $ 238.03

D. AIRFARE(S)

Note: Use of a travel a gency is discouraged. Refundable fares should be considered if possibility of a trip cancellation exists.

NAME OF AIRLINE COMPANY:	N/A		
ADDRESS OF AIRLINE COMPANY:			
PHONE NO. OF AIRLINE COMPANY:		CONFIRMATION NO.:	
ROUND TRIP AIRFARE PER PERSON:			
NUMBER OF TRAVELERS:			
GENERAL LEDGER ACCOUNT NUMBEI		P.O. NO.	

TOTAL CHECK AMOUNT FOR AIRLINE COMPANY . . . . . D. $ -

SUBTOTAL (B+C+D) $ 1,723.09

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 02/08/12

DEPARTMENT NAME: I. T. DEPARTMENT

TOTAL NUMBER OF EMPLOYEES TRAVELING: 3

NAME & TITLE OF EMPLOYEE(S) TRAVELING: RENAN RAMIREZ, PHILLIP VEALE, ESTANISLADO RAMOS

EVENT INFORMATION

TITLE OF EVENT:	TEXAS ASSOCIATION OF GOVERNMENTAL IT MANAGERS		
EVENT DATE(S) FROM:	05/21/12	TO:	05/25/12
DEPARTURE DATE:	05/21/12	RETURN DATE:	05/25/12
LOCATION OF EVENT: CITY:	SAN ANTONIO	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.
- X 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.

SUMMARY OF ESTIMATED TRAVEL EXPENSES	ESTIMATED EXPENSES	(DBM USE ONLY) FUNDS AVAILABLE BALANCE
1. REGISTRATION FEE(S)	$ 1,200.00	
Subtotal for Object Code 584	$ 1,200.00	$
2. AIRFARE- ROUNDTRIP COACH FARE ONLY	$ -	
3. TAXI FARE	$ -	
4. BUS FARE	$ -	
5. RENTAL CAR	$ 238.03	
6. GASOLINE/DIESEL/FUEL	$ 100.00	
7. MILEAGE REIMBURSEMENT	$ -	
8. TELEPHONE CALLS	$ -	
9. PARKING	$ -	
10. LODGING	$ 1,485.06	
11. MEALS	$ 585.00	
12. OTHER EXPENSES	$ -	
Subtotal for Object Code 583	$ 2,408.09	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ 3,608.09	$

MODE OF TRAVEL (Place an "X" by applicable mode of travel)

- AIRFARE*
- BUS**
- Rental Car**
- County Vehicle**
- Private Vehicle**
- OTHER** (Specify)

* If traveling by airplane, the traveler should consider purchasing a refundable fare if possibility of a cancellation exists.

** If mode of travel includes bus, rental car, county vehicle, private vehicle, or other form of transportation, a comparision of the savings that will be achieved by not choosing to travel by airplane must be provided with supporting documentation.

14. IF HIDALGO COUNTY IS NOT FUNDING ANY OR PART OF THIS TRIP, INDICATE BELOW THE EXPENSE TYPE & SOURCE OF PAYMENT:

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.
- X 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:	DATE:	DEPARTMENT CONTACT PERSON:	PHONE NO.:

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:

HIDALGO COUNTY, TEXAS
OUT-OF-COUNTY – TRAVEL ADVANCE REQUEST

A. TRIP AND TRAVELER INFORMATION

EMPLOYEE NAME:	Renan Ramirez	EMPLOYEE I.D. NO.:	050229	EMPLOYEE TITLE:	CIO
DEPARTMENT:	I. T. Department	DO YOU HAVE AN OUSTANDING TRAVEL ADVANCE?			No
DEPARTURE DATE:	5/21/12	RETURN DATE:	5/25/12		
TIME OF DEPARTURE:	5/21/2012	TIME OF RETURN:	5/25/2012		
TO CITY:		STATE:			
SEMINAR/CONFERENCE/MEETING:	START DATE: 5/21/2012	END DATE: 5/25/2012	ACTUAL NO. OF DAYS	5	
TITLE OF WORKSHOP/CONFERENCE:	TAGITM 2012 Conference				
METHOD OF TRAVEL (AIR TRAVEL/ PERSONAL VEHICLE/ COUNTY VEHICLE/ CAR RENTAL):	Car Rental	IS COORDINATION OF TRAVEL REQUIRED? IF NO, ATTACH WRITTEN EXPLANATION FROM THE COUNTY OFFICIAL.			
LIST NAMES OF COUNTY EMPLOYEES TRAVELING WITH YOU IN THE COUNTY VEHICLE, CAR RENTAL, OR PERSONAL VEHICLE?	Renan Ramirez, Phillip Veale, Estanislado Ramos				
DO YOU HAVE A COUNTY VEHICLE ASSIGNED TO YOUR DEPARTMENT?	No	IF YES, EXPLAIN REASON FOR NOT UTILIZING COUNTY VEHICLE?			
PURPOSE/BENEFIT TO HIDALGO COUNTY:					

B. ESTIMATED EXPENSES:

I. MEALS: (Meals for one-day travel not requiring an overnight stay will not be advanced)

Meals will be prorated for partial days	Meal Rate	MONTH / DAY 21-May	MONTH / DAY 22-May	MONTH / DAY 23-May	MONTH / DAY 24-May	MONTH/ DAY 25-May	MONTH / DAY	MONTH / DAY	Total	
Breakfast	$9.00	$9.00	$9.00	$9.00	$9.00	$9.00			$45.00	
Lunch	$12.00	$12.00	$12.00	$12.00	$12.00	$12.00			$60.00	
Dinner	$18.00	$18.00	$18.00	$18.00	$18.00	$18.00			$90.00	
Total	$39.00	$39.00	$39.00	$39.00	$39.00	$39.00	$0.00	$0.00	$195.00	$ 195.00

Meal per diems must be prorated for 1st day and last day of travel as follows:

Departure:		Arrival:	
Before 8:00 a.m. (breakfast, lunch, & dinner)	$ 39.00	Before 8:00 a.m. (breakfast)	$ 9.00
8:00 a.m. - 1:00 p.m. (lunch & dinner)	$ 30.00	8:00 a.m.- 6:00 p.m. (breakfast & lunch)	$ 21.00
After 1:00 p.m. (dinner)	$ 18.00	After 6:00 p.m. (breakfast,lunch,&dinner)	$ 39.00

II. INCIDENTAL EXPENSES (taxi fare, shuttle fare, gas charges for car rentals, airport and hotel parking):

Expense type: _____ days @ $ 20.00 . . . . $ -

III. PERSONAL VEHICLE MILEAGE _____ Miles @ $ 0.500 (Current Rate) . . . . $ -

(Note: Mileage may be advanced calculated on a point-to-point basis using "Mapquest" at the current county adopted rate per highway mile. Incidental mileage will not be advanced. In addition, "Coordination of Travel" may apply (see Section 7 of the Travel Policies, Guidelines, and Procedures). When traveling out of state, if the most economical means of travel is driving, traveler must supply documentation to support the price of the airfare at the time of travel.

Mapquest

IV. OTHER (Itemize)

_____ . . . . $

_____ . . . . $

V. P.O. # ISSUED UNDER EMPLOYEE'S NAME FOR THE AMOUNT OF THE TRAVEL ADVANCE:

VI. TOTAL TRAVEL ADVANCE REQUESTED: $ 195.00

VII. COMMENTS:

VII. GENERAL LEDGER ACCOUNT NUMBER: 2-1100-415-00-200-001-0-583

C. CERTIFICATION AND AUTHORIZATION TO PAYROLL DEDUCTIONS

I hereby certify that information provided on this form is true and estimated expenditures are reasonable and necessary . The funds will be used by me for the specific trip listed above and not given to or used by another county employee. If my trip is cancelled, I will immediately return the travel advance funds to the County Treasurer no later than 20 calendar days after the seminar/conference/ meeting end date by submitting a Final Travel Expense Claim. In addition, I agree to account for all travel expenditures including the travel advance by submitting a Final Travel Expense Claim, accompanied by required original supporting documentation, no later than 20 days after my seminar/conference/meeting end date. Any unused funds will also be returned to the County Treasurer's Office no later than 20 days after my seminar/conference/meeting end date.

Should I fail to submit a Final Travel Expense Claim, I understand that I will not be allowed to obtain another travel advance until the pending travel advance is settled. In addition, I agree to repay Hidalgo County and further consent to payroll deductions by the County Treasurer to recover the pending travel advance amount.

EMPLOYEE SIGNATURE	DEPARTMENT OFFICIAL'S NAME (Print Name)	DEPARTMENT OFFICIAL'S APPROVAL (Signature)

HIDALGO COUNTY, TEXAS
OUT-OF-COUNTY – TRAVEL ADVANCE REQUEST

A. TRIP AND TRAVELER INFORMATION

EMPLOYEE NAME:	Phillip Veale	EMPLOYEE I.D. NO.:	185922	EMPLOYEE TITLE:	C.J.I.S. Administrator
DEPARTMENT:	I. T. Department	DO YOU HAVE AN OUSTANDING TRAVEL ADVANCE?			No
DEPARTURE DATE:	5/21/12	RETURN DATE:	5/25/12		
TIME OF DEPARTURE:	5/21/2012	TIME OF RETURN:	5/25/2012		
TO CITY:		STATE:			
SEMINAR/CONFERENCE/MEETING: START DATE:	5/21/2012	END DATE:	5/25/2012	ACTUAL NO. OF DAYS	5
TITLE OF WORKSHOP/CONFERENCE:	TAGITM 2012 Conference				
METHOD OF TRAVEL (AIR TRAVEL/ PERSONAL VEHICLE/ COUNTY VEHICLE/ CAR RENTAL):	Car Rental	IS COORDINATION OF TRAVEL REQUIRED? IF NO, ATTACH WRITTEN EXPLANATION FROM THE COUNTY OFFICIAL.			
LIST NAMES OF COUNTY EMPLOYEES TRAVELING WITH YOU IN THE COUNTY VEHICLE, CAR RENTAL, OR PERSONAL VEHICLE?	Renan Ramirez, Phillip Veale, Estanislado Ramos				
DO YOU HAVE A COUNTY VEHICLE ASSIGNED TO YOUR DEPARTMENT?	No	IF YES, EXPLAIN REASON FOR NOT UTILIZING COUNTY VEHICLE?			

PURPOSE/BENEFIT TO HIDALGO COUNTY:

B. ESTIMATED EXPENSES:

I. MEALS: (Meals for one-day travel not requiring an overnight stay will not be advanced)

Meals will be prorated for partial days	Meal Rate	MONTH / DAY 21-May	MONTH / DAY 22-May	MONTH / DAY 23-May	MONTH / DAY 24-May	MONTH/ DAY 25-May	MONTH / DAY	MONTH / DAY	Total	
Breakfast	$9.00	$9.00	$9.00	$9.00	$9.00	$9.00			$45.00	
Lunch	$12.00	$12.00	$12.00	$12.00	$12.00	$12.00			$60.00	
Dinner	$18.00	$18.00	$18.00	$18.00	$18.00	$18.00			$90.00	
Total	$39.00	$39.00	$39.00	$39.00	$39.00	$39.00	$0.00	$0.00	$195.00	$ 195.00

Meal per diems must be prorated for 1st day and last day of travel as follows:

Departure:		Arrival:	
Before 8:00 a.m. (breakfast, lunch, & dinner)	$ 39.00	Before 8:00 a.m. (breakfast)	$ 9.00
8:00 a.m. - 1:00 p.m. (lunch & dinner)	$ 30.00	8:00 a.m.- 6:00 p.m. (breakfast & lunch)	$ 21.00
After 1:00 p.m. (dinner)	$ 18.00	After 6:00 p.m. (breakfast,lunch.&dinner)	$ 39.00

II. INCIDENTAL EXPENSES (taxi fare, shuttle fare, gas charges for car rentals, airport and hotel parking):

Expense type: _____ days @ $ 20.00 $ -

III. PERSONAL VEHICLE MILEAGE _____ Miles @ $ 0.500 (Current Rate) . . . . $ -

(Note: Mileage may be advanced calculated on a point-to-point basis using "Mapquest" at the current county adopted rate per highway mile. Incidental mileage will not be advanced. In addition, "Coordination of Travel" may apply (see Section 7 of the Travel Policies, Guidelines, and Procedures). When traveling out of state, if the most economical means of travel is driving, traveler must supply documentation to support the price of the airfare at the time of travel.

Mapquest

IV. OTHER (Itemize)

_____ . . . . . $

_____ . . . . . $

V. P.O. # ISSUED UNDER EMPLOYEE'S NAME FOR THE AMOUNT OF THE TRAVEL ADVANCE:

VI. TOTAL TRAVEL ADVANCE REQUESTED: $ 195.00

VII. COMMENTS:

VII. GENERAL LEDGER ACCOUNT NUMBER: 2-1100-415-00-200-001-0-583

C. CERTIFICATION AND AUTHORIZATION TO PAYROLL DEDUCTIONS

I hereby certify that information provided on this form is true and estimated expenditures are reasonable and necessary . The funds will be used by me for the specific trip listed above and not given to or used by another county employee. If my trip is cancelled, I will immediately return the travel advance funds to the County Treasurer no later than 20 calendar days after the seminar/conference/ meeting end date by submitting a Final Travel Expense Claim. In addition, I agree to account for all travel expenditures including the travel advance by submitting a Final Travel Expense Claim, accompanied by required original supporting documentation, no later than 20 days after my seminar/conference/meeting end date. Any unused funds will also be returned to the County Treasurer's Office no later than 20 days after my seminar/conference/meeting end date.

Should I fail to submit a Final Travel Expense Claim, I understand that I will not be allowed to obtain another travel advance until the pending travel advance is settled. In addition, I agree to repay Hidalgo County and further consent to payroll deductions by the County Treasurer to recover the pending travel advance amount.

EMPLOYEE SIGNATURE	DEPARTMENT OFFICIAL'S NAME (Print Name)	DEPARTMENT OFFICIAL'S APPROVAL (Signature)

COUNTY AUDITOR'S FORM: T.1.5 (01/10)

HIDALGO COUNTY, TEXAS
OUT-OF-COUNTY – TRAVEL ADVANCE REQUEST

A. TRIP AND TRAVELER INFORMATION

EMPLOYEE NAME:	Estanislado Ramos	EMPLOYEE I.D. NO.:	114502	EMPLOYEE TITLE:	Projects Manager
DEPARTMENT:	I. T. Department	DO YOU HAVE AN OUSTANDING TRAVEL ADVANCE?			No
DEPARTURE DATE:	5/21/12	RETURN DATE:	5/25/12		
TIME OF DEPARTURE:	5/21/2012	TIME OF RETURN:	5/25/2012		
TO CITY:		STATE:			
SEMINAR/CONFERENCE/MEETING:	START DATE: 5/21/2012	END DATE: 5/25/2012	ACTUAL NO. OF DAYS		5
TITLE OF WORKSHOP/CONFERENCE:	TAGITM 2012 Conference				
METHOD OF TRAVEL (AIR TRAVEL/ PERSONAL VEHICLE/ COUNTY VEHICLE/ CAR RENTAL):	Car Rental	IS COORDINATION OF TRAVEL REQUIRED? IF NO, ATTACH WRITTEN EXPLANATION FROM THE COUNTY OFFICIAL.			
LIST NAMES OF COUNTY EMPLOYEES TRAVELING WITH YOU IN THE COUNTY VEHICLE, CAR RENTAL, OR PERSONAL VEHICLE?	Renan Ramirez, Phillip Veale, Estanislado Ramos				
DO YOU HAVE A COUNTY VEHICLE ASSIGNED TO YOUR DEPARTMENT?	No	IF YES, EXPLAIN REASON FOR NOT UTILIZING COUNTY VEHICLE?			
PURPOSE/BENEFIT TO HIDALGO COUNTY:					

B. ESTIMATED EXPENSES:

I. MEALS: (Meals for one-day travel not requiring an overnight stay will not be advanced)

Meals will be prorated for partial days	Meal Rate	MONTH / DAY 21-May	MONTH / DAY 22-May	MONTH / DAY 23-May	MONTH / DAY 24-May	MONTH/ DAY 25-May	MONTH / DAY	MONTH / DAY	Total	
Breakfast	$9.00	$9.00	$9.00	$9.00	$9.00	$9.00			$45.00	
Lunch	$12.00	$12.00	$12.00	$12.00	$12.00	$12.00			$60.00	
Dinner	$18.00	$18.00	$18.00	$18.00	$18.00	$18.00			$90.00	
Total	$39.00	$39.00	$39.00	$39.00	$39.00	$39.00	$0.00	$0.00	$195.00	$ 195.00

Meal per diems must be prorated for 1st day and last day of travel as follows:

Departure:		Arrival:	
Before 8:00 a.m. (breakfast, lunch, & dinner)	$ 39.00	Before 8:00 a.m. (breakfast)	$ 9.00
8:00 a.m. - 1:00 p.m. (lunch & dinner)	$ 30.00	8:00 a.m.- 6:00 p.m. (breakfast & lunch)	$ 21.00
After 1:00 p.m. (dinner)	$ 18.00	After 6:00 p.m. (breakfast,lunch,&dinner)	$ 39.00

II. INCIDENTAL EXPENSES (taxi fare, shuttle fare, gas charges for car rentals, airport and hotel parking):

Expense type: Gas 5 days @ $ 20.00 — $ 100.00

III. PERSONAL VEHICLE MILEAGE _____ Miles @ $ 0.500 (Current Rate) . . . . — $ -

(Note: Mileage may be advanced calculated on a point-to-point basis using "Mapquest" at the current county adopted rate per highway mile. Incidental mileage will not be advanced. In addition, "Coordination of Travel" may apply (see Section 7 of the Travel Policies, Guidelines, and Procedures). When traveling out of state, If the most economical means of travel is driving, traveler must supply documentation to support the price of the airfare at the time of travel.

Mapquest

IV. OTHER (Itemize)

_____ . . . . . $

_____ . . . . . $

V. P.O. # ISSUED UNDER EMPLOYEE'S NAME FOR THE AMOUNT OF THE TRAVEL ADVANCE:

VI. TOTAL TRAVEL ADVANCE REQUESTED: $ 295.00

VII. COMMENTS:

VII. GENERAL LEDGER ACCOUNT NUMBER: 2-1100-415-00-200-001-0-583

C. CERTIFICATION AND AUTHORIZATION TO PAYROLL DEDUCTIONS

I hereby certify that information provided on this form is true and estimated expenditures are reasonable and necessary . The funds will be used by me for the specific trip listed above and not given to or used by another county employee. If my trip is cancelled, I will immediately return the travel advance funds to the County Treasurer no later than 20 calendar days after the seminar/conference/ meeting end date by submitting a Final Travel Expense Claim. In addition, I agree to account for all travel expenditures including the travel advance by submitting a Final Travel Expense Claim, accompanied by required original supporting documentation, no later than 20 days after my seminar/conference/meeting end date. Any unused funds will also be returned to the County Treasurer's Office no later than 20 days after my seminar/conference/meeting end date.

Should I fail to submit a Final Travel Expense Claim, I understand that I will not be allowed to obtain another travel advance until the pending travel advance is settled. In addition, I agree to repay Hidalgo County and further consent to payroll deductions by the County Treasurer to recover the pending travel advance amount.

EMPLOYEE SIGNATURE	DEPARTMENT OFFICIAL'S NAME (Print Name)	DEPARTMENT OFFICIAL'S APPROVAL (Signature)

COUNTY AUDITOR'S FORM: T.1.5 (01/10)

AI-31121 **6. C.**

CC REGULAR

Meeting Date: 02/21/2012

Department: EXECUTIVE OFFICE

Information

CAPTION

Fire Marshal's Dept.:
Requesting permission to allow Juan Martinez, County Fire Marshal to attend the Texas Forest Service - Qualifications Working Group Seminar, in Grand Prairie, TX on Feb. 29 - March 2, 2012.

BACKGROUND

All expenses will be reimbursed by the agency conducting the training.

Fiscal Impact

FISCAL YEAR: 2 **ACCT. #:** 2-1100-422-10-300-001-0-583

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

BUDGETARY IMPACT:

Requisition#211518 for $117.00 available.

Attachments

backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/16/2012 03:35 PM
Roland Garcia	Rolando Garcia	02/16/2012 04:11 PM
Purchasing Department	Angela Garcia	02/17/2012 03:50 PM

Form Started By: Angela Garcia Started On: 02/16/2012 03:21 PM

Final Approval Date: 02/17/2012

OFFICE OF THE COUNTY FIRE MARSHAL
County Of Hidalgo

MEMORANDUM

TO: Raymundo Eufracio, C.P.A.
Hidalgo County Auditor

"In remembrance of those before us."

FROM: Juan Martinez
Hidalgo County Fire Marshal

DATE: February 16, 2012

SUBJECT: Travel to attend the Texas Forest Service Qualifications Working Group

---

I am requesting your permission to issue a travel advance check in the amount of $117.00 to attend the Texas Forest Service – Qualifications Working Group Seminar in Grand Prairie, Texas, March 1-2, 2012.

Bob Koenig, State Incident Management Team Coordinator has informed me that an agenda is not available until next week. The only information I have is the attached E-Mail from him.

As indicated by Bob Koenig, all expenses will be reimbursed by their agency, and I in turn will submit reimbursement to Hidalgo County.

STATE OF TEXAS

1615 S. Closner, Suite H ★ Edinburg, Texas 78539 ★ (956) 318-2656 ★ Fax (956) 318-2697

Juan Martinez

From: Koenig, Bob [bkoenig@tfs.tamu.edu]
Sent: Tuesday, January 31, 2012 7:27 AM
To: Jon Reese; Juan Martinez; Patrick Hughes; Scott Parker; Tim Ocnaschek; Tommy Gonzalez (thomas.gonzalez@dps.texas.gov)
Cc: Koenig, Bob
Subject: Qualifications Working Group Meeting

All,

As previously announced, the Qualifications Working Group will meet March 1 and 2, 2012 in Grand Prairie. Lodging, mileages and meals are covered. I need to know by close of business tomorrow if you or a representative from your organization will be attending.

If you have any questions please give me a call.

Thanks,

Bob

Bob Koenig
State Incident Management Team Coordinator
Chief, Incident Response Training
Incident Response Department
Texas Forest Service
200 Technology Way, Suite 1162
College Station, Texas 77845
Phone: 979-450-8659
Fax: 979-458-7314

TEXAS FOREST SERVICE

HIDALGO COUNTY, TEXAS
OUT-OF-COUNTY – TRAVEL ADVANCE REQUEST

A. TRIP AND TRAVELER INFORMATION

EMPLOYEE NAME: Juan Martinez | EMPLOYEE I.D. NO.: 138126 | EMPLOYEE TITLE: Fire Marshal

DEPARTMENT: Fire Marshal | DO YOU HAVE AN OUSTANDING TRAVEL ADVANCE? No

DEPARTURE DATE: 2/29/12 | RETURN DATE: 3/2/12

TIME OF DEPARTURE: 8:00 AM | TIME OF RETURN: 10:00 PM

TO CITY: Grand Pairie | STATE: Texas

SEMINAR/CONFERENCE/MEETING: START DATE: 3/1/2012 | END DATE: 3/2/2012 | ACTUAL NO. OF DAYS 2

TITLE OF WORKSHOP/CONFERENCE: Texas Forest Service - Qualifications Working Group

METHOD OF TRAVEL (AIR TRAVEL/ PERSONAL VEHICLE/ COUNTY VEHICLE/ CAR RENTAL): County Vehicle | IS COORDINATION OF TRAVEL REQUIRED? IF NO, ATTACH WRITTEN EXPLANATION FROM THE COUNTY OFFICIAL.

LIST NAMES OF COUNTY EMPLOYEES TRAVELING WITH YOU IN THE COUNTY VEHICLE, CAR RENTAL, OR PERSONAL VEHICLE? N/A

DO YOU HAVE A COUNTY VEHICLE ASSIGNED TO YOUR DEPARTMENT? Yes | IF YES, EXPLAIN REASON FOR NOT UTILIZING COUNTY VEHICLE?

PURPOSE/BENEFIT TO HIDALGO COUNTY:
Trainings of this nature will keep me abreast of new and changing procedures, thus enabling me to better perform my duties as Fire Marshal for Hidalgo County.

B. ESTIMATED EXPENSES:

I. MEALS: (Meals for one-day travel not requiring an overnight stay will not be advanced)

Meals will be prorated for partial days	Meal Rate	MONTH / DAY 29-Feb	MONTH / DAY 1-Mar	MONTH / DAY 2-Mar	MONTH / DAY	MONTH/ DAY	MONTH / DAY	MONTH / DAY	Total	
Breakfast	$9.00	$9.00	$9.00	$9.00					$27.00	
Lunch	$12.00	$12.00	$12.00	$12.00					$36.00	
Dinner	$18.00	$18.00	$18.00	$18.00					$54.00	
Total	$39.00	$39.00	$39.00	$39.00	$0.00	$0.00	$0.00	$0.00	$117.00	$ 117.00

Meal per diems must be prorated for 1st day and last day of travel as follows:

Departure:		Arrival:	
Before 8:00 a.m. (breakfast, lunch, & dinner)	$ 39.00	Before 8:00 a.m. (breakfast)	$ 9.00
8:00 a.m. - 1:00 p.m. (lunch & dinner)	$ 30.00	8:00 a.m.- 6:00 p.m. (breakfast & lunch)	$ 21.00
After 1:00 p.m. (dinner)	$ 18.00	After 6:00 p.m. (breakfast,lunch,&dinner)	$ 39.00

II. INCIDENTAL EXPENSES (taxi fare, shuttle fare, gas charges for car rentals, airport and hotel parking):

Expense type: _____ days @ $ 20.00 | $ -

III. PERSONAL VEHICLE MILEAGE _____ Miles @ $ 0.555 (Current Rate) . . . . | $ -

(Note: Mileage may be advanced calculated on a point-to-point basis using "Mapquest" at the current county adopted rate per highway mile. Incidental mileage will not be advanced. In addition, "Coordination of Travel" may apply (see Section 7 of the Travel Policies, Guidelines, and Procedures). When traveling out of state, if the most economical means of travel is driving, traveler must supply documentation to support the price of the airfare at the time of travel.

Mapquest

IV. OTHER (Itemize)

_____ . . . . . | $

_____ . . . . . | $

V. P.O. # ISSUED UNDER EMPLOYEE'S NAME FOR THE AMOUNT OF THE TRAVEL ADVANCE:

VI. TOTAL TRAVEL ADVANCE REQUESTED: $ 117.00

VII. COMMENTS:

VII. GENERAL LEDGER ACCOUNT NUMBER:

C. CERTIFICATION AND AUTHORIZATION TO PAYROLL DEDUCTIONS

I hereby certify that information provided on this form is true and estimated expenditures are reasonable and necessary . The funds will be used by me for the specific trip listed above and not given to or used by another county employee. If my trip is cancelled, I will immediately return the travel advance funds to the County Treasurer no later than 20 calendar days after the seminar/conference/ meeting end date by submitting a Final Travel Expense Claim. In addition, I agree to account for all travel expenditures including the travel advance by submitting a Final Travel Expense Claim, accompanied by required original supporting documentation, no later than 20 days after my seminar/conference/meeting end date. Any unused funds will also be returned to the County Treasurer's Office no later than 20 days after my seminar/conference/meeting end date.

Should I fail to submit a Final Travel Expense Claim, I understand that I will not be allowed to obtain another travel advance until the pending travel advance is settled. In addition, I agree to repay Hidalgo County and further consent to payroll deductions by the County Treasurer to recover the pending travel advance amount.

EMPLOYEE SIGNATURE	DEPARTMENT OFFICIAL'S NAME (Print Name)	DEPARTMENT OFFICIAL'S APPROVAL (Signature)
	Juan Martinez	

COUNTY AUDITOR'S FORM: T.1.5 (07/11)

Requisition

Req # 00211518

PO #

Date: 02/16/12

Bill To: x
x

Vendor : 338702
MARTINEZ, JUAN
C/O FIRE MARSHAL

Ship To: FIRE MARSHAL
1615 S. CLOSNER
SUITE H
EDINBURG TX 78539

Contact: Yolanda Orozco
956-318-2656

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
3.00	DAY	To cover meals to attend the Texas Forest Service - Qulaifications Working Group in Grand Prairie, Texas, February 29 to March 2, 2012.	39.00	117.00
		2/29/12 Depart 8:00 a.m. $39.00 3/01/12 $39.00 3/02/12 Return 10:00 p.m. $39.00		
		Account No	Encumbrance	
		2-1100-422-10-300-001-0-583	117.00	
			Freight	.00
			Total	117.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 02/16/12
TOTAL NUMBER OF EMPLOYEES TRAVELING: 1

DEPARTMENT NAME: Fire Marshal
NAME & TITLE OF EMPLOYEE(S) TRAVELING:

EVENT INFORMATION

TITLE OF EVENT: Texa Forest Service - Qualifications Working Group

EVENT DATE(S) FROM: 03/01/12 TO: 03/02/12

DEPARTURE DATE: 02/29/12 RETURN DATE: 03/02/12

LOCATION OF EVENT: CITY: Grand Prairie STATE: Texas

PURPOSE OF TRAVEL

Place an "X" by the applicable purpose of the trip.

- X To obtain statutorily required continuing professional education.
- X To obtain continuing education related to an employee's work or maintenance of a license or certification.
- X 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.
- X To participate in professional organizations related to the employee or official's job assignment.
- X To conduct essential research & information-gathering for improvement of County operations or compliance with law.
- X To monitor the development of state or federal legislation or implementation of legislation that might affect the County
- X To participate in forums, coalitions, & discussions relating to the policy, legislative & regulatory interests of the County
- X To pursue the County's interests in litigation or criminal justice.
- X 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.

Trainings of this nature will keep me abreast of new and changing procedures, thus enabling me to better perform my duties as Fire Marshal for Hidalgo County.

SUMMARY OF ESTIMATED TRAVEL EXPENSES	ESTIMATED EXPENSES	(DBM USE ONLY) FUNDS AVAILABLE BALANCE
1. REGISTRATION FEE(S)	$ -	
Subtotal for Object Code 584	$ -	$
2. AIRFARE- ROUNDTRIP COACH FARE ONLY	$ -	
3. TAXI FARE	$ -	
4. BUS FARE	$ -	
5. RENTAL CAR	$ -	
6. GASOLINE/DIESEL/FUEL	$ -	
7. MILEAGE REIMBURSEMENT	$ -	
8. TELEPHONE CALLS	$ -	
9. PARKING	$ -	
10. LODGING	$ -	
11. MEALS	$ 117.00	
12. OTHER EXPENSES	$ -	
Subtotal for Object Code 583	$ 117.00	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ 117.00	$

MODE OF TRAVEL (Place an "X" by applicable mode of travel)

- AIRFARE* _____
- BUS** _____
- Rental Car** _____
- County Vehicle** _____
- Private Vehicle** _____
- OTHER** (Specify) _____

* If traveling by airplane, the traveler should consider purchasing a refundable fare if possibility of a cancellation exists.

** If mode of travel includes bus, rental car, county vehicle, private vehicle, or other form of transportation, a comparision of the savings that will be achieved by not choosing to travel by airplane must be provided with supporting documentation.

14. IF HIDALGO COUNTY IS NOT FUNDING ANY OR PART OF THIS TRIP, INDICATE BELOW THE EXPENSE TYPE & SOURCE OF PAYMENT:

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:

- X Trip expenses are necessary and will be incurred for official county business.
- X Reasonable efforts to minimize the use of county funds have been explored.
- X 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:	DATE:	DEPARTMENT CONTACT PERSON:	PHONE NO.:
	2/16/12	Yolanda Orozco	318-2656

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:

AI-31116 **7. A.**

CC REGULAR

Meeting Date: 02/21/2012

Department Head: Celestino Avila Jr.

Department: CONSTABLE PCT. #1

Information

CAPTION

Constable Pct. 1:
Discussion, consideration and approval to appoint Salvador Quiroz Jr. as reserve deputy constable by Constable Celestino Avila Jr., Constable Precinct 1 in accordance with Texas Local Government Code 86.012.

BACKGROUND

Sec. 86.012 RESERVE DEPUTY CONSTABLES (a) The Commissioners court of 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.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** N/A

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

BUDGETARY IMPACT:

Reserve Deputies are not part of County Payroll. No funds required for this request.

Attachments

LGC 86.012

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/16/2012 03:19 PM
Rosalinda Cantu	Rosie Cantu	02/16/2012 04:34 PM
Purchasing Department	Angela Garcia	02/17/2012 03:50 PM

Form Started By: Blanca Sanchez Started On: 02/16/2012 12:42 PM

Final Approval Date: 02/17/2012

LOCAL GOVERNMENT CODE

CHAPTER 86. CONSTABLE

SUBCHAPTER A. GENERAL PROVISIONS

§ 86.001. ELIGIBILITY TO SERVE AFTER BOUNDARY CHANGE. A person who has served as the constable of a precinct for 10 or more consecutive years before a change is made in the boundaries of the precinct is not ineligible for reelection in the precinct because of residence outside the precinct if the constable's residence is within the boundaries of the precinct as they existed before the change.

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

§ 86.002. OATH; BOND. (a) Before entering on the duties of office, a person who is elected to the office of constable must execute a bond with two or more good and sufficient sureties or with
a solvent surety company authorized to do business in this state. The bond must be payable to the governor and the governor's successors in office and conditioned that the constable will faithfully perform the duties imposed by law. The bond must be approved by the commissioners court of the county. The commissioners court shall set the bond in an amount of not less than
$500 or more than $1,500.

(b) A person who is elected constable must also take and sign the constitutional oath of office. The oath shall be endorsed

on the bond, together with the certificate of the officer who administers the oath. The bond and oath must be deposited and recorded in the office of the clerk of the county court.

(c) The bond is not void on the first recovery but may be sued on from time to time in the name of an injured party until the whole amount of the bond is recovered.

(d) A person who is elected or appointed to the office of constable and who has given the necessary bond and taken the oath of
office may immediately perform the duties of the office. The acts of the constable are as valid in law as if the constable were commissioned.

(e) Repealed by Acts 1995, 74th Leg., ch. 683, § 1, eff. Aug. 28, 1995.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1995, 74th Leg., ch. 683, § 1, eff. Aug. 28, 1995; Acts 2005, 79th Leg., ch. 1094, § 18, eff. Sept. 1, 2005.

§ 86.0021. QUALIFICATIONS; REMOVAL. (a) A person is not eligible to serve as constable unless:

(1) the person is eligible to be licensed under Sections 1701.309 and 1701.312, Occupations Code, and:

(A) has at least an associate's degree conferred
by an institution of higher education accredited by an accrediting organization recognized by the Texas Higher Education Coordinating Board;

(B) is a special investigator under Article 2.122(a), Code of Criminal Procedure; or

(C) is an honorably retired peace officer or honorably retired federal criminal investigator who holds a certificate of proficiency issued under Section 1701.357, Occupations Code; or

(2) the person is an active or inactive licensed peace officer under Chapter 1701, Occupations Code.

(b) On or before the 270th day after the date a constable takes office, the constable shall provide, to the commissioners court of the county in which the constable serves, evidence that the constable has been issued a permanent peace officer license under Chapter 1701, Occupations Code. A constable who fails to provide evidence of licensure under this subsection or who fails to maintain a permanent license while serving in office forfeits the office and is subject to 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, § 3, eff. Jan. 1, 1998. Amended by Acts 1999, 76th Leg., ch. 877, § 1, eff. Aug. 30, 1999; Acts 2001, 77th Leg., ch. 1420, § 14.821, eff. Sept. 1, 2001; Acts 2005, 79th Leg., ch. 954, § 1, eff. June 18, 2005.

§ 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, § 1, eff. Sept. 1, 1987.

SUBCHAPTER B. DEPUTIES

§ 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, § 1, eff. Sept. 1, 1987.

§ 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 act as a peace officer only during the actual discharge of official duties. A reserve deputy constable, regardless of whether the reserve deputy constable is a peace officer as described by Article 2.12, Code of Criminal Procedure, is not:

(1) eligible for participation in any program provided by the county that is normally considered a financial benefit of

full-time employment or for any pension fund created by statute for the benefit of full-time paid peace officers; or

(2) exempt from Chapter 1702, Occupations Code.

(c) A reserve deputy constable must take the official oath and must execute a bond in the amount of $2,000, payable to the constable. The oath and bond must be filed with the county clerk of the county in which the appointment is made. The oath and bond must be given before the reserve deputy constable's entry on duty and simultaneously with the officer's appointment.

(d) While actively engaged in an assigned duty at the call of the constable, a reserve deputy constable is vested with the same rights, privileges, and duties of any other peace officer in this state.

(e) The county and the constable do not incur any liability by reason of the appointment of a reserve deputy constable if the reserve deputy constable incurs a personal injury while serving in that capacity.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1999, 76th Leg., ch. 90, § 3, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 1420, § 14.822, eff. Sept. 1, 2001.

SUBCHAPTER C. POWERS AND DUTIES

§ 86.021. GENERAL POWERS AND DUTIES. (a) A constable shall execute and return as provided by law each process, warrant, and precept that is directed to the constable and is delivered by a lawful officer. Notices required by Section 24.005, Property Code, relating to eviction actions are process for purposes of this section that may be executed by a constable.

(b) A constable may execute any civil or criminal process throughout the county in which the constable's precinct is located and in other locations as provided by the Code of Criminal Procedure or by any other law.

(c) A constable expressly authorized by statute to perform an act or service, including the service of civil or criminal process, citation, notice, warrant, subpoena, or writ, may perform the act or service anywhere in the county in which the constable's precinct is located.

(d) Regardless of the Texas Rules of Civil Procedure, all civil process may be served by a constable in the constable's county or in a county contiguous to the constable's county, except that a constable who is a party to or interested in the outcome of a suit may not serve any process related to the suit.

(e) The constable shall attend each justice court held in the precinct.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 13(a), eff. Aug. 28, 1989; Acts 1997, 75th Leg., ch. 884, § 1, eff. Jan. 1, 1998.

§ 86.022. POWER TO SUMMON RESIDENT ASSISTANCE. (a) If a constable encounters resistance in the execution of any lawful process or in the arrest of an offender, the constable may call for assistance any resident of the county who is convenient.

(b) A person who fails or refuses to obey a call for assistance may, on the motion of the constable, be fined by a justice of the peace in the manner provided for contempt. The amount of the fine may not exceed $10. The person who is accused of not providing assistance must be given three days' notice of the motion.

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

§ 86.023. COLLECTION LIABILITY. If, for collection, a constable receives a bond, bill, note, or account from any person and the constable gives a receipt in an official capacity for the instrument or account, the constable and the constable's sureties are liable under the constable's bond for the amount collected if the constable fails to pay the amount on demand to the person for whom the constable made the collection.

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

§ 86.024. FAILURE TO EXECUTE PROCESS. (a) If a constable fails or refuses to execute and return according to law a process, warrant, or precept that is lawfully directed and delivered to the constable, the constable shall be fined for contempt before the court that issued the process, warrant, or precept on the motion of the person injured by the failure or refusal.

(b) The fine shall be set at not less than $10 or more than $100, with costs. The fine shall be for the benefit of the injured person. The constable must be given 10 days' notice of the motion.

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

§ 86.025. UNFINISHED BUSINESS. If a constable vacates the office for any reason, all unfinished business shall be transferred to the succeeding constable and completed in the same manner as if the successor had begun the business.

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

AI-30988 **7. B.**

CC REGULAR

Meeting Date: 02/21/2012

Department: BUDGET & MANAGEMENT

Information

CAPTION

Constable Pct. 2 (1100):
1. Approval to create three (3) full-time Deputy Constable positions, slot no.'s 0009-0011, budgeted salary $38,000.00.
2. Approval of revised salary schedule.

BACKGROUND

Starting salary for entry level (new) employees filling these positions is $36,480.00.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-421-00-292-001-0-XXX

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

BUDGETARY IMPACT:

Proposed positions and related fringe benefit expenditures is subject to funding based on Commissioners' Court approval.

Attachments

fiscal note
revised salary schedule
PAR
Job Description
Back-up

Form Review

Inbox	Reviewed By	Date
Sylvia Solis (Originator)	Sylvia Solis	02/16/2012 08:37 AM
Budget & Management	Merlen P. Munoz	02/16/2012 08:49 AM
Rosalinda Cantu	Rosie Cantu	02/17/2012 03:49 PM
Purchasing Department	Angela Garcia	02/17/2012 03:50 PM

Form Started By: Sylvia Solis Started On: 02/08/2012 12:58 PM

Final Approval Date: 02/17/2012

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: Tuesday, February 21, 2012 **Agenda Item:** 30988

Summary of request/proposal:
CONSTABLE PCT. 2 (1100):
Approval to create the following full-time positions:

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	DEPUTY CONSTABLE	0009	113	0.00	38,000.00	38,000.00
1100	DEPUTY CONSTABLE	0010	113	0.00	38,000.00	38,000.00
1100	DEPUTY CONSTABLE	0011	113	0.00	38,000.00	38,000.00
				0.00	114,000.00	114,000.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
2-1100-421-00-292-001-0- 113	CONSTABLE PCT.2 - REG F/T EMPLOYEES	$98,275.86
2-1100-421-00-292-001-0- 211	CONSTABLE PCT.2 - HEALTH INSURANCE	$10,768.98
2-1100-421-00-292-001-0- 212	CONSTABLE PCT.2 - LIFE INSURANCE	$69.84
2-1100-421-00-292-001-0- 220	CONSTABLE PCT.2 - FICA	$7,518.10
2-1100-421-00-292-001-0- 230	CONSTABLE PCT.2 - RETIREMENT	$9,778.45
2-1100-421-00-292-001-0- 250	CONSTABLE PCT.2 - UNEMPLOYMENT COMP	$491.38
2-1100-421-00-292-001-0- 260	CONSTABLE PCT.2 - WORKER'S COMP	$0.00
	2012 Budgetary Impact	$126,902.61

2013 Budgetary Impact: $147,207.00

Possible Funding Sources: SUBJECT TO FUNDING

Comments: Starting salary for entry level (new) employees filling these positions is $36,480.00.

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-421-00-292-001-0

CONSTABLE PCT. 2

AI- 30988

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 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	$1,800.00	$8,000.00	$0.00	$77,990.00
0002	113	CHIEF DEPUTY CONSTABLE I STEP I				$48,279.00	$48,279.00	$780.00	$0.00	$1,200.00	$0.00	$0.00	$50,259.00
0003	113	DEPUTY CONSTABLE STEP I				$38,000.00	$38,000.00	$720.00	$0.00	$0.00	$0.00	$0.00	$38,720.00
0004	113	SR. DEPUTY CONSTABLE STEP III				$44,777.00	$44,777.00	$720.00	$0.00	$0.00	$0.00	$0.00	$45,497.00
0005	113	DEPUTY CONSTABLE				$36,480.00	$36,480.00	$0.00	$0.00	$0.00	$0.00	$0.00	$36,480.00
0006	113	SR. DEPUTY CONSTABLE STEP I				$41,800.00	$41,800.00	$360.00	$0.00	$0.00	$0.00	$0.00	$42,160.00
0007	113	DEPUTY CONSTABLE				$36,480.00	$36,480.00	$0.00	$0.00	$0.00	$0.00	$0.00	$36,480.00
0008	113	ADMINISTRATIVE ASSISTANT	4	0	$22,216.00	$22,216.00	$22,216.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,216.00
		CREATE THE FOLLOWING:											
0009	**113**	**DEPUTY CONSTABLE**				**$38,000.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
0010	**113**	**DEPUTY CONSTABLE**				**$38,000.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
0011	**113**	**DEPUTY CONSTABLE**				**$38,000.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
					$22,216.00	$450,222.00	$336,222.00	$2,580.00	$0.00	$3,000.00	$8,000.00	$0.00	$349,802.00

Approval to create three (3) full-time Deputy Constable positions, slot no.'s 0009-0011, budgeted salary $38,000.00. Starting salary for entry level (new) employees filling these positions is $36,480.00.

Personnel action pending CC approval.

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: CONSTABLE PRECINCT 2 (292) **DATE:** 2/14/2012

CURRENT POSITION TITLE: **CURRENT SLOT. #:**

REQUESTED POSITION TITLE: DEPUTY CONSTABLE (NEW)
(For new positions or reclassifications) 0009, 0010, 0011

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- (Current Budgeted Salary) $ 38,000 (x 3) (Proposed Budgeted Salary) $ 38,000 (x 3) (Net Change)

Position to be funded from one of the following:

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

☑ Other REQUESTING GENERAL FUND FUNDING.

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)

HIGH PRIORITY. - THE POPULATION OF CONSTABLE PRECINCT 2 AFTER REDISTRICTING IS 222,095 OR 28.7 % OF THE TOTAL COUNTY POPULATION OF 774,769. CONSTABLE PRECINCT 2 IS CURRENTLY AUTHORIZED SIX (6) DEPUTIES OF 53 AUTHORIZED IN THE COUNTY. THIS TRANSLATES TO ONLY 11.3 % OF THE TOTAL DEPUTIES WITH 28.7 % OF THE POPULATION.

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

sdfsdfsdf JOB DESCRIPTION IS THE SAME AS ALL OTHER DEPUTY CONSTABLES.

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

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

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

CONSTABLE STEP AND GRADE COMPENSATION PLAN.
STEP 1

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

Office will require additional funding as positions were not included in 2012 Budget.

1.	DEPARTMENT HEAD	2/14/2012 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☑ NO
2.	Esther A. Cortez by Sylvia Rios HUMAN RESOURCES DIRECTOR	02-17-12 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	2/15/2012 DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☑ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
CONSTABLE'S OFFICE

Job Title: Deputy Constable **FLSA Status: Non-Exempt**

Dept. Code: 291-295 **Civil Service Status: Non-Exempt**

SUMMARY:
Protects county residents and property, enforces laws and serves legal documents, as appropriate. Depending on the assigned precinct, duties include primarily law enforcement and patrol or execution of civil and criminal processes.

ESSENTIAL DUTIES AND RESPONSIBILITIES:
- Serve warrants and make arrests;
- Patrols an assigned area, generally by vehicle to prevent crimes and enforces laws and regulations;
- Issues traffic citations, directs traffic and assists other law enforcement agencies in working accidents;
- Investigates traffic accidents and crimes against persons and property, and assists federal, state and local law enforcement officials;
- Keeps record of activities and prepare reports concerning crimes, complaints, accidents and investigations;
- Questions witnesses and suspects and take statements;
- Gathers and labels evidence, takes photographs and fingerprints, guard and transports prisoners, and testifies in court;
- Transports and books prisoners;
- Serve as substitute dispatcher or bailiff as required;
- Train new deputies and reserves in performance of various job duties;
- Respond to emergency calls and routine complaints and takes action as necessary;
- May assist emergency vehicles on escorts and on traffic control;
- Regular attendance is a must;
- Ability t work well with others;

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/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.
- One (1) year of law enforcement experience.
- Experience as a dispatcher or peace officer is preferred.

- Must have good computer skills.
- Bilingual is preferred.

CERTIFICATES, LICENSES, REGISTRATIONS:

- Must possess basic certification by the Texas Commission on Law Enforcement Officer Standards and Education;
- May be required to be certified as a Jailer or Radar Operator;
- Employee must have a current valid Texas Motor Vehicle Operator's license.
- Must be able to be insured by the County's insurance carrier.
- Clean driving record.
- May be required to post a bond or security.

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 law enforcement officials, agencies and the general public;
- Ability to analyze situations and adopt a quick, effective and reasonable course of action;
- Ability to communicate effectively orally and in writing.
- May be required to type accurately at a speed of at least forty (40) words per minute.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of 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, kneel, crouch, or crawl.

The employee must occasionally lift and/or move over fifty (50) 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.

WORK ENVIRONMENT:

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

While performing the function of this job, the employee frequently works in outside weather conditions. The employee occasionally works with explosives when searching buildings during bomb threats or discharging a firearm. Employee is occasionally exposed to fumes or airborne particles and toxic or caustic chemicals when performing

the duties of a peace officer while at a hazardous spill scene or fire. The employee may possibly be exposed to AIDS or hepatitis from an infected suspect.

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

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

- Sitting for extended periods of time.
- Operating assigned equipment.

Maintain mental capacity which permits:

- Making sound decisions and using good judgment.
- 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 departments' safety regulations.

CONSTABLES HIDALGO COUNTY		
	Deputies	**Population**
Precinct 1	10	134,184
Precinct 2	6	222,095
Precinct 3	17	188,209
Precinct 4	14	194,864
Precinct 5	6	35,417
TOTAL	**53**	**774,769**

Precinct 1 - Includes two (2) Solid Waste Enforcement positions.

Precinct 3 - Includes one (1) Solid Waste Enforcement Position and three (3) Stop Truancy positions.

Precinct 4 - Includes three (3) Building Security positions.

AI-31107 **7. C.**

CC REGULAR

Meeting Date: 02/21/2012

Department: EXECUTIVE OFFICE

Information

CAPTION

Constable Pct. #2:
Authorization and approval of Resolution to submit an electronic submission for the following grants to the Office of the Governor Criminal Justice Division on or before February 24, 2012:

Fund Source: DJ-Edward Byrne Memorial Justice Assistance Grant Program
Project Title: Community Safety and Security Project
Amount Requested: $350,000.00
No Matching Funds Required

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:**

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

BUDGETARY IMPACT:

No matching funds, no inkind match required.
No budgetary impact

Attachments

resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/16/2012 11:19 AM
Rosalinda Cantu	Rosie Cantu	02/17/2012 03:04 PM
Purchasing Department	Angela Garcia	02/17/2012 03:50 PM

Form Started By: Monica Badillo Started On: 02/16/2012 10:52 AM

Final Approval Date: 02/17/2012

RESOLUTION

WHEREAS, The County of Hidalgo finds it in the best interest of the citizens of County, that the **Community Safety and Security Project** be operated for the 2013; and

WHEREAS, The County of Hidalgo is not required to provide matching funds for the said project as required by **the DJ-Edward Byrne Memorial Justice Assistance Grant Program**; and

WHEREAS, The County of Hidalgo agrees that in the event of loss or misuse of the Criminal Justice Division funds, the County of Hidalgo assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, The County of Hidalgo designates **Hon. Gilberto "Chato" Alaniz, Constable Precinct Two** as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the County of Hidalgo approves submission of the grant application for the **Community Safety and Security Project** to the Office of the Governor, Criminal Justice Division.

Signed by:_____
Hon. Ramon Garcia, Hidalgo County Judge

Passed and Approved this 21st of February, 2012.

Grant Number: 2593001

AI-30983 **8. A.**

CC REGULAR

Meeting Date: 02/21/2012

Department Head: Yolanda Chapa

Department: COUNTY JUDGE

Information

CAPTION

1. Discussion, consideration, and approval of 2012 Texas Conference of Urban Counties Annual Dues in the amount of $20,045.00 and with authority for County Treasurer to issue check after review and auditing procedures are completed by County Auditor.

2. Discussion, consideration, and approval of Urban Counties Policy Committee Nomination Resolution.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2 **ACCT. #:** 2-1100-413-30-125-004-0-810

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

BUDGETARY IMPACT:

Attachments

Statement of dues

Ltr on appt of rep

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/08/2012 11:37 AM
Purchasing Department	Angela Garcia	02/17/2012 03:50 PM

Form Started By: SANDRA DELEON Started On: 02/08/2012 11:19 AM

Final Approval Date: 02/17/2012

TEXAS Conference of
Urban Counties

October 21, 2011

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Commissioner
Mike Cantrell
Dallas County

Chair Elect
Commissioner
Eddie Arnold
Jefferson County

Immediate Past Chair
Judge
Mike Bradford
Midland County

Vice-Chairmen
Comm. Tommy Adkisson
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Comm. Bobbie Mitchell
Denton County
Judge Veronica Escobar
El Paso County
Comm. Fred Nardini
San Patricio County
Judge Dan Gattis
Williamson County

Executive Director
Donald Lee

Member Counties
Bell ~ Bexar
Brazoria ~ Brazos
Cameron ~ Chambers
Collin ~ Comal
Dallas ~ Denton
Ector ~ El Paso
Fort Bend ~ Galveston
Grayson ~ Gregg
Guadalupe ~ Harris
Hays ~ Hidalgo
Hunt ~ Jefferson
Johnson ~ Kaufman
Lubbock ~ McLennan
Midland ~ Nueces
Randall ~ Rockwall
San Patricio ~ Smith
Tarrant ~ Travis
Webb ~ Williamson
Wise

500 West 13th Street
Austin, TX 78701

Phone: 512.476.6174
Fax: 512.476.5122

www.cuc.org

Hidalgo County Commissioners Court
Attention: Judge Ramon Garcia
P.O. Box 1356
Edinburg, Texas 78540

Statement of Annual Dues for Hidalgo County

2010 Population: 774,769

Urban County dues are $3,000 per county plus 2.2 cents per capita, as approved by Urban Counties members on 05/18/2011. The dues formula is the same as the previous year.

2012 Urban Counties Dues: $20,045

Please make checks payable to Texas Conference of Urban Counties and mail to:
Texas Conference of Urban Counties
500 West 13th Street
Austin, Texas 78701 **Urban Counties Federal ID #: 74-3019904**

Urban Counties Programs & Services

Intergovernmental Relations (IGR) Program

Represents the interests of urban counties in the Texas policymaking process. Among many other priorities, some IGR projects are:

- Promote legislation to improve the delivery of governmental services, make local government more effective, and reduce the overall cost of government;
- Maintain continuous dialogue with state officials regarding proposals to limit county revenue options and modify property taxes;
- Promote action to prevent prison overcrowding and jail backlogs;
- Opposition to unfunded mandates and restrictions on county authority;
- Promotion of fair funding for urban counties - based on population or number of clients, rather than equal funding per county;
- Monitor and interact on behalf of counties in state agency policy changes;
- Legislative impact during the 82nd Legislative Sessions: 6,003 bills reviewed, 2,246 tracked and summarized, and over 150 directly impacted;
- The Policy Analysis Project Report - a weekly analysis of legislation, attorney general opinions and state agency rule changes;
- The Urban Counties Clippings Service - daily emails containing articles of interest to county officials from state and national newspapers; and
- Urban Counties Newsletters on county issues and state policy developments.

Education Program

Provides urban county officials with continuing education events, including:

- Urban Counties luncheons;
- Biennial Education Conference; and
- Critical Issues Workshops and Executive Roundtables.

TechShare Program

Develops collaborative technology projects and shared technology resources to save counties money. Projects include:

- Court Management System Software, saving fourteen counties over $32.7 million in acquisition and implementation costs;
- Case Management System for Juvenile Probation, saving three counties $6 million in development costs; and
- Adult Case Management System - planning the future of criminal justice systems for Texas counties.

TEXAS Conference of
Urban Counties

RECEIVED
JAN 12 2012
COUNTY JUDGE

January 6, 2012

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Commissioner
Eddie Arnold
Jefferson County

Chair Elect
Commissioner
Bobbie Mitchell
Denton County

Immediate Past Chair
Commissioner
Mike Cantrell
Dallas County

Vice-Chairmen
Comm. Tommy Adkisson
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Comm. Fred Nardini
San Patricio County
Judge Dan Gattis
Williamson County
Comm. Kevin Burns
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Randall ~ Rockwall
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Tarrant ~ Travis
Webb ~ Williamson
Wise

500 West 13th Street
Austin, TX 78701

Phone: 512.476.6174
Fax: 512.476.5122

www.cuc.org

Hidalgo County Commissioners Court
c/o Honorable Ramon Garcia
Hidalgo County Judge
P.O. Box 1356
Edinburg, Texas 78540

Re: **Hidalgo County Appointment of a Representative to the Urban Counties Policy Committee**

Dear Judge Garcia and Commissioners:

The Texas Conference of Urban Counties respectfully requests that the Hidalgo County Commissioners Court appoint one of its members to serve on the Urban Counties Policy Committee for the 2012-2013 term.

The Hidalgo County Commissioners Court previously appointed Judge Ramon Garcia to serve on the Policy Committee.

The Bylaws of the Urban Counties provide that each member county with a population of more than 400,000 has individual representation on the Policy Committee.

The Policy Committee is responsible for developing and adopting all legislative positions of the association. A copy of the proposed meeting schedule is attached for your review.

Please forward to us a copy of the minute order or resolution making your appointment to the Policy Committee. If you need assistance please contact Michael Vasquez at 512/476-6174.

As the Urban Counties Vice-Chairman of Policy, Williamson County Judge Dan Gattis serves as Chairman of the Policy Committee.

Thank you for your continued support and participation in the Urban Counties. As always, please contact me if I may be of additional assistance on this or any other matter.

Sincerely,

Donald Lee
Executive Director

cc: Hidalgo County Commissioners
Attachments: Bylaws of the Texas Conference of Urban Counties
Proposed Policy Committee Meeting Schedule

TEXAS *Conference of*
Urban Counties

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Austin, TX 78701

Phone: 512.476.6174
Fax: 512.476.5122

www.cuc.org

February 16, 2012

To: Urban Counties Policy Committee

From: Michael Vasquez, Program Manager

Re: **Proposed Meeting Schedule for the Policy Committee**

Background:

Included below is the proposed meeting schedule for the Urban Counties Policy Committee.

This schedule will be an agenda item for consideration at the first Policy Committee meeting on February 16, 2012. The Committee will also consider an alternative schedule with meetings held on the same day as the Urban Counties membership luncheons to reduce the number of separate trips to Austin.

Please look over the proposed dates and compare them with your schedules. Please send me any feedback you have regarding the dates. You may contact me by calling the Urban Counties office at 512/476-6174 or via e-mail at michael@cuc.org.

During the interim, Policy Committee meetings are generally held on a quarterly basis, unless that schedule is altered by the Policy Committee Chairman. During the first three months of a legislative session, Policy Committee meetings are held every four weeks; during the last two months, they are every three weeks. Policy Committee meetings are traditionally held on Thursday during the interim and on Wednesday during legislative session.

All meetings are from 10:30am until 2:00pm in the second floor boardroom of the Urban Counties Building at 500 West 13th Street in Austin.

Proposed dates for 2012:

- **Policy Committee – Thursday, February 16, 2012**
- **Policy Committee – Thursday, May 24, 2012**
- **Policy Committee – Thursday, September 13, 2012**
- **Policy Committee – Thursday, November 15, 2012**

Proposed dates for 2013:

83rd Legislative Session begins – Tuesday, January 8, 2013

- **Policy Committee – Wednesday, January 16, 2013**
- **Policy Committee – Wednesday, February 13, 2013**
- **Policy Committee – Wednesday, March 13, 2013**
- **Policy Committee – Wednesday April 10, 2013**
- **Policy Committee – Wednesday, May 1, 2013**
- **Policy Committee – Wednesday, May 22, 2013**

83rd Legislative Session ends – Monday, May 27, 2013

- **Policy Committee – Thursday, June 6, 2013 (w/ membership luncheon)**
- **Policy Committee – Thursday, August 8, 2013**
- **Policy Committee – Thursday, October 17, 2013**

Recommended Resolution: None.

Constitution and Bylaws of the Texas Conference of Urban Counties

Preamble

This Constitution of the Texas Conference of Urban Counties as amended on June 18, 2009, shall serve as the Bylaws of Texas Conference of Urban Counties non-profit corporation.

In order to address the unique challenges confronting urban counties in Texas in a coordinated, nonpartisan manner, the Commissioners Courts of Bexar, Dallas, El Paso, Harris, Tarrant and Travis Counties originally created the Texas Conference of Urban Counties.

In pursuit of the original goals of the organization, we, the Commissioners Courts of Bell, Bexar, Brazoria, Brazos, Cameron, Chambers, Collin, Comal, Dallas, Denton, El Paso, Ellis, Fort Bend, Galveston, Grayson, Gregg, Guadalupe, Kaufman, Harris, Hays, Hidalgo, Hunt, Jefferson, Johnson, Lubbock, McLennan, Midland, Nueces, Rockwall, Smith, Tarrant, Travis, Webb, and Williamson Counties, do hereby ordain and establish this revised Constitution and Bylaws of the Texas Conference of Urban Counties.

Article I - Name

This organization shall be incorporated under the name of and known as the Texas Conference of Urban Counties.

Article II - Purpose

The purpose of this corporation shall be:

(1) to support and coordinate communications among the officials of member counties to improve the county form of government for the benefit of the people of Texas; and

(2) to study policies and programs of the State of Texas that affect urban county governments and to foster effective communications between State and urban county officials;

(3) to provide training and continuing education for urban county officials and other services for member counties that will enhance the quality of urban county services; and

(4) to procure products and services jointly for member counties in order to realize efficiencies and economies of scale.

Article III - Powers

(1) In effectuating its purpose, the Corporation shall have all powers conferred by applicable law, specifically including, but not limited to, the following powers:

a. To purchase, receive, lease, or otherwise acquire, own, hold, improve, use, or otherwise deal in and with real or personal property, or any interest therein, wherever situated, as the purpose of the Corporation shall require, or as shall be donated to it.

b. To sell, convey, mortgage, pledge, lease, exchange, transfer, and otherwise dispose of all or any part of its property and assets.

c. To make contracts and incur liabilities, borrow money at such rates of interest as the Corporation may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage or pledge of all or any of its property and income.

d. To sue and be sued, complain and defend, in the name of the Corporation.

(2) Notwithstanding any of the foregoing statements of powers, this Corporation shall not engage in any activities which are not in furtherance of, and limited to, the purposes set forth in Article II.

Article IV – Membership

(1) Any county in the State of Texas with a population greater than 100,000, as determined by the preceding Official Federal Census or the mid-decade adjustment to such a census, or one of two adjacent counties that form one metropolitan statistical area with a population greater than 100,000, may become a member of this corporation if the Commissioners Court of such county votes favorably to authorize the county to become a member and authorizes the necessary expenditures for membership dues.

(2) Any county that is part of a metropolitan statistical area and is contiguous to a member county may apply for membership in the corporation. Applications shall be considered at the next business meeting. Applications shall be approved upon a majority vote of the members present.

(3) Membership dues shall be paid annually when statements are provided to each individual county. Failure to pay such dues within the prescribed time shall result in termination of membership.

(5) It shall be the duty of the Chairman to preside at all meetings of the corporation. The Chairman shall see that a time and place is arranged for all meetings, and a program is prepared. The Chairman shall appoint all standing and special committees as provided and limited by Article VI.

(6) It shall be the duty of the Chairman-Elect to preside at all meetings when the Chairman is not present, and to assist the Chairman in carrying out the duties of the office of Chairman.

(7) It shall be the duty of the Vice-Chairman of Administration to record the minutes of all meetings of the Corporation.

(8) It shall be the duty of the Executive Director, under the oversight of the Vice-Chairman of Finance and in accord with all policies adopted by the Board of Directors, to receive all dues and other revenues of the corporation, to pay all obligations of the corporation, and to hold all of the corporation's funds in an appropriate bank account.

(9) The business of the corporation shall be directed by a Board of Directors composed of the Chairman; Chairman-Elect, each Vice-Chairman; and the Immediate Past-Chairman. Actions and positions of the Board of Directors shall not conflict with the actions and positions taken by the membership as provided in Article VII.

(10) The Board of Directors shall select and appoint an Executive Director who shall serve at the pleasure of the Board. At the discretion of the Board, the Executive Director may be an independent contractor or an employee of the Corporation. The Executive Director shall be the chief executive officer of the corporation, having all powers and performing all duties appropriate to the capacity and as may be further designated by the Board. Generally, the Executive Director shall perform all acts and have all powers required or authorized by law for the chief executive officer of a corporation, including the signing or verifying of all documents required by law. He shall have the authority to bind the corporation contractually, and to make expenditures on behalf of the corporation. Executive Director shall exercise authority over the selection, employment, compensation and direction of all personnel necessary to operate the corporation and of all vendors and contractors, including legal counsel.

(11) Board members and officers, with the exception of the Executive Director, shall serve without compensation. Payment of expenses for the performance of official duties of an officer or attendance at an official function of the corporation shall not be considered compensation.

Article VI – Committees

(1) There shall be three standing committees of Texas Conference of Urban Counties:

(a) The Policy Committee which shall develop and adopt legislative positions on all matters of State Intergovernmental Relations, as

(4) At any time a county may withdraw from the corporation if the Commissioners Court of such county votes for withdrawal or does not approve the payment of dues; but all dues paid shall remain in the corporation.

(5) Member counties shall be entitled to five (5) votes on all matters involving the corporation which are subject to referendum. Voting shall be limited to county commissioners and county judges or their designated representatives. Provided, however, that no official or representative shall have more than one vote. An elected official may designate a representative to a meeting of the corporation by written notification to the corporation Chairman.

(6) The membership shall meet annually and at such other times and locations as may be set by the Chairman. Written notice of all meetings shall be sent to all members at least 10 days prior to the date of the meeting.

(7) A quorum of any meeting of the corporation shall exist when all members have been duly notified of the time and place of the meeting and representation from at least 10 of the member counties is in attendance. When a quorum, as defined above, is not present but all members have been duly notified of the time and place of a given meeting, and a position on legislation by the corporation is required, such position shall stand as a vote of the corporation until such time as it may be amended or repealed by a later vote of the corporation with a quorum present.

(8) No member shall be personally liable for any indebtedness or liability of the corporation, and any and all creditors shall look only to the assets of the corporation for payment.

Article V - Officers, Duties of, Term of Office; Board of Directors

(1) The membership shall elect a Chairman (who shall serve as President for purposes of the Texas Non-Profit Corporation Act), Chairman-Elect, Vice-Chairman of Finance, Vice-Chairman of Administration (who shall serve as Secretary for the purposes of the Texas Non-Profit Corporation Act), Vice-Chairman of Policy, Vice-Chairman of Education, and Vice-Chairman of Membership. In the event a vacancy should occur in the office of Chairman, the Chairman-Elect shall succeed to the office of Chairman. A special election shall be called by the Chairman to fill a vacancy in any other office.

(2) Officers shall be elected at a regularly scheduled meeting no later than the last scheduled meeting held during an odd-numbered year for a two-year term beginning on January 1 of the next even-numbered year, and shall serve until the end of their term or their successors are elected, whichever comes later.

(3) A person shall be eligible to be elected as an officer of the Corporation only if the person has been nominated for office by the commissioners court of the person's county. The requirement for nomination by the commissioners court does not apply to an incumbent officer of the Corporation.

(4) Other than from the office of Chairman-Elect to the office of Chairman, there shall be no automatic succession from one office to another.

provided by Article VII, and shall be chaired by the Vice-Chairman of Policy;

(b) The Events and Programs Committee which shall have jurisdiction over all continuing education events and programs of the association, and shall be chaired by the Vice-Chairman of Education; and

(c) Member Services Committee which shall have jurisdiction over all services provided to member counties other than continuing education and intergovernmental relations, and shall be chaired by the Vice-Chairman of Membership.

(2) The corporation Chairman may appoint additional standing and special committees as necessary.

(3) A person shall be eligible to be elected a member of the Policy Committee only if the person has been nominated for office by the commissioners court of the person's county.

(4) The corporation Chairman shall appoint the members of all standing committees except for the Policy Committee, which shall be composed as follows:

(a) One position appointed by the commissioners courts of each county with a population of 400,000 or greater;

(b) Six positions representing counties of a population of 200,000 or greater but less than 400,000, as elected by the corporation members from that group of counties in attendance at a meeting for which all members of the class have been provided written notice at least 30-days in advance, to be held once every two years;

(c) Four positions representing counties of a population less than 200,000, as elected by the corporation members from that group of counties in attendance at a meeting for which all members of the class have been provided written notice at least 30-days in advance, to be held once every two years;

(d) Committee members may designate someone to attend a meeting in their absence. If a position becomes vacant, then the other positions from the same class of counties shall nominate an interim representative to serve until the next meeting of the corporation, where upon all members attending from that class of counties shall elect a permanent representative for the vacant position.

(e) County populations shall refer to the latest decennial census report from the US Bureau of the Census.

(5) All members that serve on the Board of Directors shall automatically fill a position on the Policy Committee from their respective county or class of counties instead of the appointment or election of that position.

(6) A quorum of any meeting of a committee shall exist when all committee members have been duly notified of the time and place of the meeting and at least 50% of the committee members (or their designees) are in attendance.

Article VII - Legislative Positions

(1) Legislative positions of Texas Conference and Urban Counties shall be developed and adopted by the Standing Committee on Policy.

(2) Legislative positions adopted by the Standing Committee on Policy shall be reported to all members of the corporation during the next regular or special meeting of the corporation.

(3) Legislative positions adopted by the Standing Committee on Policy may be modified during any regular or special meeting of the corporation by an affirmative vote of two-thirds of the members present and voting.

Article VIII - Fiscal Year, Annual Budget

(1) The Fiscal Year shall commence on October 1.

(2) The corporation shall approve an annual budget during a regularly scheduled meeting no later than the first regularly scheduled meeting of each fiscal year.

(a) The budget shall be submitted to all members of the corporation at least 20 days prior to being considered at the meeting.

(b) The budget shall be approved upon a majority vote of the members present.

County of Hidalgo
State of Texas

RESOLUTION

WHEREAS, The Texas Conference of Urban Counties was established in 1975 to represent the interests of the urban counties in Texas and is reliant on member participation to continue to be effective in impacting state policy decisions; and

WHEREAS, Hidalgo County has found participation in the Urban Counties to be of great benefit to Hidalgo County and to urban counties in general; and

WHEREAS, the Texas Conference of Urban Counties membership has recognized the value of including county commissioners courts in the nominating process for the Policy Committee; and

WHEREAS, Hidalgo County wishes to ensure that the Urban Counties Policy Committee has members who have the full support of their respective commissioners court; and

WHEREAS, _____ has expressed an interest in serving on the Policy Committee to represent the interest of Hidalgo County in the policy development process of Texas Conference of Urban Counties; and

NOW THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners' Court hereby nominates _____ to serve on the Policy Committee for the 2012-2013 term.

Dated this 14th day of February, 2012.

_____
RAMON GARCIA
County Judge

_____
JOEL QUINTANILLA
County Commissioner, Pct. 1

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

_____
JOE M. FLORES
County Commissioner, Pct. 3

_____
JOSEPH PALACIOS
County Commissioner, Pct. 4

Attested to:

_____
ARTURO GUAJARDO, JR.
County Clerk

AI-31084 **9. A.**

CC REGULAR

Meeting Date: 02/21/2012

Department: EXECUTIVE OFFICE

Information

CAPTION

370th District Court:
Authorization and approval of Resolutions to submit an electronic submission for the following grants to the Office of the Governor Criminal Justice Division on or before February 24, 2012 including approval of Resolutions for grants:

Fund Source: WX-Violent Crimes Against Women Criminal Justice and Training Projects – Domestic Violence, Sexual Assault, Dating Violence, and Stalking Solicitation
Project Title: Court Efficiency Intervention Project: Assistance thru the Family Violence Court Process
Amount Requested: $673,000.00
In-kind Matching Funds

Fund Source: VA-Victims of Crime Act Formula Grant Program
Project Title: Victims Empowerment Project: Stabilizing Lives After Victimization
Amount Requested: $420,000.00
In-kind Matching Funds

Fund Source: JA-Juvenile Justice and Delinquency Prevention Allocation to States
Project Title: Young Adult Re Energizing Project
Amount Requested: $230,000.00
No Matching Funds Required

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

WX-Violent Crimes Against Women Criminal Justice and Training Projects – Domestic Violence, Sexual Assault, Dating Violence, and Stalking Solicitation
In-kind Matching Contribution will consist of office space, office supplies and equipment.

VA-Victims of Crime Act Formula Grant Program
In-kind Matching Contribution will consist of office space, office supplies and equipment.

JA-Juvenile Justice and Delinquency Prevention Allocation to States
No Matching funds required

Attachments

resolution
resolution
E-mail
resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/15/2012 01:00 PM
Sylvia Solis	Sylvia Solis	02/17/2012 09:47 AM
Purchasing Department	Angela Garcia	02/17/2012 03:50 PM

Form Started By: Monica Badillo Started On: 02/15/2012 11:17 AM

Final Approval Date: 02/17/2012

RESOLUTION

WHEREAS, The County of Hidalgo finds it in the best interest of the citizens of County, that the **Court Efficiency Intervention Project: Assistance thru the Family Violence Court Process** be operated for the 2013; and

WHEREAS, The County of Hidalgo agrees to provide inkind matching funds for the said project as required by the **Violent Crimes Against Women Criminal Justice and Training Projects – Domestic Violence, Sexual Assault, Dating Violence, and Stalking Solicitation grant application**; and

WHEREAS, The County of Hidalgo agrees that in the event of loss or misuse of the Criminal Justice Division funds, the County of Hidalgo assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, The County of Hidalgo designates **Hon. Noe Gonzalez, State District Judge, 370th Judicial District** as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the County of Hidalgo approves submission of the grant application for the **Court Efficiency Intervention Project: Assistance thru the Family Violence Court Process** to the Office of the Governor, Criminal Justice Division.

Signed by:_____
Hon. Ramon Garcia, Hidalgo County Judge

Passed and Approved this 21st of February, 2012.

Grant Number: 2541401

RESOLUTION

WHEREAS, The County of Hidalgo finds it in the best interest of the citizens of County, that the **Victims Empowerment Project: Stabilizing Lives After Victimization** be operated for the 2013; and

WHEREAS, The County of Hidalgo agrees to provide inkind matching funds for the said project as required by the **Victims of Crime Act Formula Grant Program**; and

WHEREAS, The County of Hidalgo agrees that in the event of loss or misuse of the Criminal Justice Division funds, the County of Hidalgo assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, The County of Hidalgo designates **Hon. Noe Gonzalez, State District Judge, 370th Judicial District** as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the County of Hidalgo approves submission of the grant application for the **Victims Empowerment Project: Stabilizing Lives After Victimization** to the Office of the Governor, Criminal Justice Division.

Signed by:_____
Hon. Ramon Garcia, Hidalgo County Judge

Passed and Approved this 21st of February, 2012.

Grant Number: 2541801

Sylvia Solis

From: Paul Vazaldua <paulmv555@yahoo.com>
Sent: Thursday, February 16, 2012 10:31 AM
To: sylvia.solis@co.hidalgo.tx.us
Cc: Monica Badillo
Subject: Fw: In kind contributions

This is the statement for the in kind contributions

Paul M. Vazaldua, Jr.
Principal Consultant

3400 N. McColl Road
McAllen, Texas 78501

(956) 212-6082 Office
(956) 451-6775 Cell
(956) 630-1101 Fax

"Dream as if you'll live forever, live as if you will die today" James Dean

--- On **Wed, 2/15/12, Paul M Vazaldua Jr <*paulmv555@yahoo.com*>** wrote:

From: Paul M Vazaldua Jr <paulmv555@yahoo.com>
Subject: In kind contributions
To: "monica.badillo@co.hidalgo.tx.us" <monica.badillo@co.hidalgo.tx.us>
Cc: "sylvia.solis@co.hidaldo.tx.us" <sylvia.solis@co.hidaldo.tx.us>
Date: Wednesday, February 15, 2012, 2:08 PM

The mentioned grants which require matching funds will possess in kind matching funds with items such as office space and office supplies and office equipment.

Sent from my iPhone

RESOLUTION

WHEREAS, The County of Hidalgo finds it in the best interest of the citizens of County, that the **Young Adult Re Energizing Project** be operated for the 2013; and

WHEREAS, The County of Hidalgo is not required to provide matching funds for the said project as required by **the Juvenile Justice and Delinquency Prevention Allocation to States**; and

WHEREAS, The County of Hidalgo agrees that in the event of loss or misuse of the Criminal Justice Division funds, the County of Hidalgo assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, The County of Hidalgo designates **Hon. Noe Gonzalez, State District Judge, 370th Judicial District** as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the County of Hidalgo approves submission of the grant application for the **Young Adult Re Energizing Project** to the Office of the Governor, Criminal Justice Division.

Signed by:_____
Hon. Ramon Garcia, Hidalgo County Judge

Passed and Approved this 21st of February, 2012.

Grant Number: 2541901

AI-30989 **10. A.**

CC REGULAR

Meeting Date: 02/21/2012

Department: SHERIFF DEPT.

Information

CAPTION

OCDETF GRANT

1. Approval of the Organized Crime Drug Enforcement Task Forces (OCDETF) Agreement between the Hidalgo County Sheriff's Office and the Drug Enforcement Administration McAllen District/Houston Division Office OCDETF Strike Force Group D-81.
2. Approval of Certification of Revenues as certified by the County Auditor for the OCDETF Grant Contract.
3. Approval to appropriate OCDETF Grant award in the amount of $15,011.61 for equipment/supplies.

BACKGROUND

The grant period is 1/1/12 to 9/30/12.

Grant budget for computer equipment, technical surveillance equipment, and police equipment needed to facilitate operational interface of the Hidalgo County Sheriff's Office with the ATF McAllen Strike Force.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1284-421-00-280-085-2-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $15,011.61 for the Organized Crime Drug Enforcement Task Force Grant. Grant period is form 1/1/12 to 9/30/12.

Revenue account # 2-1284-331-12-280-085-2-000 Organized Crime Drug Enforcement Task Force Grant.

No local match is required.

Attachments

Equipment Agreement

BA

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	02/08/2012 04:45 PM
Budget & Management	Merlen P. Munoz	02/09/2012 08:00 AM
Manuel Chapa	Manuel Chapa	02/10/2012 02:02 PM
Purchasing Department	Angela Garcia	02/17/2012 03:50 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 02/08/2012 01:46 PM

Final Approval Date: 02/17/2012

JAN 09 REC'D

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
Agreement
FOR THE USE OF THE OCDETF STRIKE FORCE/STRATEGIC INITIATIVE PROGRAMS

Federal Tax Identification #: 74-6000717 DC#: 8716

Amount Requested: $15,011.61	OCDETF Investigation / Strategic Initiative #: SW-TXS-811H
From: January 1, 2012 (Beginning Date of Agreement)	Federal Agency Investigation #: 782115-11-0050
To: September 30, 2012 (Ending Date of Agreement)	State or Local Agency Name and Address: Hidalgo County Sheriff's Office, 211 El Cibolo Road, Edinburg, Texas 78541
Strike Force/Strategic Initiative Name and Address: Bureau of Alcohol Tobacco and Firearms, McAllen District Office/Houston Division Office, OCEDTF Strike Force Group D-81, 1200 N. Commerce McAllen, Texas 78501	State or Local Agency Narcotics Supervisor: Sheriff Guadalupe "Lupe" Trevino
Sponsoring Federal Agency (Strike Force only):	Telephone Number: 956-383-8114
Lead Investigator: Kelly Brady, RAC	E-mail Address: SheriffLtrevino@h.dalgo.org
Telephone Number: 956-992-8758	Fax Number: 956-393-6179
Email Address: Kelly.D.Brady@usdoj.gov	

Brief explanation of services/goods provided and basis for determining costs:
Computer equipment, technical surveillance equipment, and police equipment needed to facilitate operational interface of the Hidalgo County Sheriff's Office with the ATF McAllen Strike Force. Costs were based on current government pricing quotes.

Please provide the name, telephone number, and e-mail address for the administrative or financial staff person at the state or local agency, who is directly responsible for the billings under this Reimbursement Agreement:

Name: Cynthia Careaga, Grant Accountant
Telephone Number: 956-318-2511
E-mail Address: Cynthia.careaga@auditor.co.hidalgo.tx.us
Fax Number: 956-318-2577

OCDETF Program

JAN 23 2012

This agreement is between the above named state or local agency and the Organized Crime Drug Enforcement Task Force (OCDETF) Program. This agreement shall be effective when signed by a state or local law enforcement agency official, who is authorized to approve the expenditure of funds in support of OCDETF investigations, the Strike Force leader or his/her designee (Strike Forces) or the AUSA OCDETF Coordinator (Strategic Initiatives) and the OCDETF Executive Office Budget Officer, or his/her designee.

1. This agreement is limited to the amount of funds stated on the cover page of the agreement and no reimbursements will be made in excess of this amount prior to written approval from the United States Attorney's Office and the OCDETF Executive Office. Any request for modification for the above funding amount or type equipment (if different or more than originally approved) must be justified in writing and approved prior to the expenditure of funds. Monitoring of overtime usage and the available authorized reimbursement balance is the responsibility of the sponsoring agency and the state and/or local party to the agreement.

2. It is agreed that the state or local agency named on this agreement will assist in OCDETF investigations, strategic initiatives, and/or prosecutions as set forth in the Organized Crime Drug Enforcement Task Force Strike Force/Strategic Initiative Programs and Policy and Procedures Manual, October 2010.

3. An Agreement for the use of the OCDETF Strike Force/Strategic Initiative Programs ("Agreement") must be completed whenever state or local law enforcement agencies plan to seek reimbursement for permissible costs resulting from their participation in a Strike Force investigation/Strategic Initiative. Agreements are specific to a single OCDETF Strike Force investigation/Strategic Initiative. Each Agreement must be approved and signed by a state or local law enforcement agency official, who is authorized to approve the expenditure of funds in support of OCDETF investigations, the Strike Force leader (Strike Forces) or AUSA Coordinator (Strategic Initiatives) and the OCDETF Executive Office. All required signatures must be obtained before the Agreement can be accepted and the funds obligated.

4. An agreement must fall within a fiscal year period (October 1 – September 30). State and local agencies must use an accurate "Beginning Date of Agreement" (Not always October 1). An agreement can never be dated before the investigation was approved as an OCDETF case.

5. If an Agreement does not have any activity during the last ninety (90) days from the last time a bill has been submitted or during the first ninety (90) days from the date the Agreement was signed, the funds shall be deobligated. Further, if a state or local agency determines that it is no longer performing work under a particular Agreement, a modification memorandum identifying the amount to be deobligated will be submitted by the Strike Force Leader or AUSA Coordinator to the OCDETF Executive Office as soon as possible.

6. A listing of costs that will be reimbursed by the Strike Force/Strategic Initiative Programs will be attached to each agreement. The total cost listed on the Cost Estimate Sheet should match the Amount Requested on the Agreement Cover Page. This must be a detailed listing of each expense expected to be purchased under the Agreement. For example, simply listing "Equipment" or "Surveillance Equipment" is not acceptable. In this example, all equipment should be listed separately such as binoculars, cameras, camera mounts, etc. Each expense listed on the cost estimate sheet must also have a price quote submitted with the Agreement to verify the accuracy of the cost estimates.

7. The Strike Force Leader (Strike Forces) or AUSA Coordinator (Strategic Initiative) must ensure that the cumulative authorized expense commitments do not exceed the total Strike Force/Strategic Initiative fund allocation.

8. Reimbursement for any expenditure above the Agreement amount must be approved by both the Strike Force Leader (Strike Forces) or AUSA Coordinator (Strategic Initiative) and the OCDETF Executive Office.

9. All approving officials must agree to amendments or changes to the amount of the Agreement, the listing of eligible items to be reimbursed, and associated estimates that occur after an Agreement has been executed. These amendments or changes must be transmitted by a memorandum approved and signed by the Strike Force Leader (Strike Forces) or AUSA Coordinator (Strategic Initiatives), and forwarded to the OCDETF Executive Office. All changes made to the original agreement must be approved and initialed by the person making the revision and the Strike Force Leader (Strike Forces) or AUSA Coordinator (Strategic Initiatives).

10. This agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.

11. Costs incurred pursuant to an OCDETF investigation or due to participation in an OCDETF Strategic Initiative by a state and local program participant, including informant fees, purchase of evidence, travel, either by a state or local officer, witness or confidential source; rental of automobiles; cost of interpreters or translators; training in support of OCDETF; technical surveillance equipment; rental of office space for temporary use, such as an off-site location for electronic monitoring or off-site command post, may be reimbursed by OCDETF under certain circumstances.

12. Rental payments cannot be paid in advance and must be paid in arrears. Reimbursable Requests with rent included are due on the first workday of each month, and must be for the month that just ended rather than the month beginning. For example, reimbursement for rental space incurred in February cannot take place before March 1st. Any exceptions or additions to the approved reimbursable costs listed above must be detailed and attached in Addendum A of the Agreement.

13. Property and equipment purchased through the OCDETF Program must remain available to the Strike Force/Strategic Initiative for the duration of its existence. The reimbursement of these items must be permissible under the AFF statute, Section 524 (c)(1)(I) of Title 28, United States Code, and this guidance, and are subject to the availability of funds.

14. Subsequent to payment of invoices by the state and local agency to a third party vendor, the DOJ will reimburse the agency for approved investigation or initiative related equipment and service costs. Claims must be submitted monthly on the OCDETF Reimbursement Request Form.

15. State and local agencies must provide official procurement documents to support all reimbursable expenditures to the Strike Force leadership (Strike Forces) or AUSA Coordinator (Strategic Initiatives). If proper supporting documentation is not available, OCDETF will not make reimbursement payments. The cumulative amount of all reimbursements cannot exceed the agreement amount without proper modification.

16. Under no circumstances will the state or local agency charge any indirect costs for the administration or implementation of this agreement.

17. By the 25th day of the month the quarter ends (December, March, June and September), the Strike Force Leader (Strike Forces) or AUSA Coordinator (Strategic Initiatives) will provide to the Executive Office a status of funds report detailing expenditures for each reimbursable agreement.

18. The state or local agency shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal agencies, DOJ, the Comptroller General of the United States, and/or any of their duly-authorized agents and representatives, of all records, documents, accounts, invoices, receipts, or expenditures relating to this agreement. In addition, the state or local agency will maintain all such foregoing reports and records until all audits and examinations are completed and resolved, or for a period of six (6) years after termination of this Agreement, whichever is later. Failure to provide proper documentation will limit State or Local law enforcement agencies from receiving OCDETF funding in the future.

19. The state or local agency will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to OCDETF agreements pursuant to the regulations of the Department of Justice (see, e.g., 28 C.F.R. Part 42, Subparts C and G; 28 C.F.R. 50.3 (1991)) relating to discrimination on the grounds of race, color, sex, age, national origin or handicap.

20. Electronic Funds Transfer Process

a) **The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). All participating State and Local agencies must complete and submit the attached ACH vendor enrollment form. The OCDETF Executive Office must receive one ACH form from each participating agency or police department prior to processing their reimbursement payments.**

This agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the time period set forth, agreed to herein represent projections only, and are based upon consultation between the Strike Force or AUSA Coordinator and the state or local law enforcement agency. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF investigation. Additionally, resources are contingent upon the availability of funds per the approval and signature of the OCDETF Executive Office obligating authority. The OCDETF Executive Office will approve and certify that all the terms and conditions of the agreement have been met.

Approved By: **Guadalupe "Lupe" Trevino** — **Sheriff** — 1-5-12
Authorized State or Local Official — *Title* — *Date*

Approved By: **Andy Large** — **Acting ASAC**
Strike Force Leader (SF) / AUSA Coordinator (SH) Title — *Date*

Funds are encumbered for the costs specified above, subject to the availability of funds.

Funds Certified: _____ 2/1/12
OCDETF Executive Office — *Date*

Approving Official: _____ 2/1/12
OCDETF Executive Office — *Date*

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

STATE OR LOCAL LAW ENFORCEMENT STRIKE FORCE/STRATEGIC INITIATIVE AGREEMENT COST ESTIMATE

Name of Strike Force/Strategic Initiative: **McAllen District Office Strike Force**

OCDETF Investigation/Strategic Initiative Number: **SW-TXS-** 811H

The following is an estimate of operational costs expected to be incurred by state and local enforcement in an OCDETF Strike Force investigation or Strategic Initiative. These costs are reimbursable under this agreement, subject to the availability of funds.

	DESCRIPTION	AMOUNT
1.	Technical Surveillance Equipment	$9,335.51
2.	Computer Equipment	$4,777.91
3.	Police Equipment	$898.19
4.	TOTAL	**$15,011.61**
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		

Addendum A

Exception to EFT Policy Justification:

The ATF McAllen District Office Strike Force is requesting the following items which will be utilized by the McAllen District Office Strike Force. (FY 2012)

TECHNICAL SURVEILLANCE EQUIPMENT

1 Sony DEV-5 Digital Recording Binoculars ($1,999.99)

4 Panasonic HDC-SD90 HD Camcorder ($1,592.00)

4 Nikon D90 SLR Digital Camera with 18-105mm VR Lens & Deluxe Kit ($5,064.00)

8 Giottos QU 305B U.Pod Mini Compact Tabletop Tripod/Monopod, with Removable Column ($359.92)

8 Oben ACM-1400 4-Section Aluminum Monopod ($319.60)

TOTAL: $9,335.51

COMPUTER EQUIPMENT

1 Seagate Free Agent Go Flex 2TB External Hard Drive USB 3.0 ($179.99)

4 Fujitsu Scansnap S1500 Scanners ($1,999.92)

2 Dell Ultra Sharp U3011 30" Monitors ($2,598.00)

TOTAL: $4,777.91

POLICE EQUIPMENT

10 Sets of Peerless Model PSC78 Belly Chain, 78" ($204.90)

10 Sets of Peerless Model 703 Leg Irons ($399.50)

3 Sets of Peerless Model 705 Oversized Leg Irons ($293.79)

TOTAL: $898.19

Balances

Technical Surveillance Equipment	9,335.51
Computer Equipment	4,777.91
Police Equipment	898.19
TOTAL	**$15,011.61**

ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

PAYEE/COMPANY INFORMATION (Include State and Local Agency name as written on agreement cover sheet)

Name: Hidalgo County Sheriff's Office
Address:100 E. Cano, 3rd Floor, Edinburg, Texas 78539
Taxpayer ID Number: 746000717
Contact Person Name: Norma G. Garcia Telephone Number: 956-318-2506

FINANCIAL INSTITUTION INFORMATION

Bank Name: First National Bank of Edinburg
Nine-Digit ABA Routing Transit Number: 114921415
Depositor Account Number: 14009463
Type of Account: (checking/savings) Checking

Please return with the Reimbursable Agreement

The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by EFT. A benefit of receiving payments by EFT is that your funds are directly deposited to your account at a financial institution and are available to you on the date of payment.

If you have any question regarding the delivery of remittance information, please contact the financial institution (bank) where your account is held.

If you have any question on the completion of this form, please contact the OCDETF State and Local EFT Coordinator at 202-514-1860

To inquire about a bill please contact: https://www.ipp.gov/

DATE: February 8, 2012

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: OCDETF Equipment

ACCOUNT NUMBER: 2-1284-421-00-280-085-2-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
2-1284-421-00-280-085-2-	601 - Office and computer supplies	179.99
2-1284-421-00-280-085-2-	611 - Police supplies	898.19
2-1284-421-00-280-085-2-	619 - Other miscellaneous supplies	679.52
2-1284-421-00-280-085-2-	661 - Minor office furniture and equipment	1,999.92
2-1284-421-00-280-085-2-	664 - Other minor equipment	1,592.00
2-1284-421-00-280-085-2-	745 - Computer equipment	2,598.00
2-1284-421-00-280-085-2-	748 - Other equipment	7,063.99
	TOTAL APPROPRIATIONS	**15,011.61**
2-1284-331-12-280-085-2-000	**Organized Crime Drug Enforcement Task Force (OCDETF)**	**15,011.61**
	TOTAL REVENUES	**15,011.61**

REASON: To appropriate budget for purchase of equipment and supplies for ATF McAllen Strike Force assigned to OCDETF investigations (Number SW-TXS-811H)

Funding period is January 1, 2012 to September 30, 2012.

Emilia Nieves

DEPARTMENT HEAD SIGNATURE

02/08/12

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-30962 **10. B.**

CC REGULAR

Meeting Date: 02/21/2012

Department Head: Chief Deputy Anacleto Martinez

Department: SHERIFF DEPT.

Information

CAPTION

1. Authorization to purchase (2) Cell Phone Line additions through the County's membership/participation with Contract DIR-SDD-611 through Sprint.

2. Authorization and approval of cell phone plan for the following:

Qty.	Plan	Monthly Rate
2	Business Advantage w/ Unlimited Messaging	$53.89

Total Cell Phones: 2
Estimated Monthly Rate: $107.78

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1229-421-00-280-007-0-XXX

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

BUDGETARY IMPACT:

Item 1 (Object Code 619):
Amount available for Requisition # 210852 as of 02/07/12 $199.98
Account balance$830.83.

Item 2 (Object Code 532):
Amount available for Requisition # 210854 as of 02/07/12 $1,293.36
Account balance $11,578.88.

Attachments

Cell Form W.2011.2 & Sprint Quote

Form Review

Inbox	Reviewed By	Date
Anacleto Martinez	Anacleto Martinez	02/08/2012 08:46 AM
Budget & Management	Merlen P. Munoz	02/08/2012 10:07 AM
Manuel Chapa	Manuel Chapa	02/10/2012 08:11 AM
Purchasing Department	Angela Garcia	02/17/2012 03:50 PM

Form Started By: Rosie Hinojosa Started On: 02/07/2012 09:56 AM

Final Approval Date: 02/17/2012

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

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

COUNTY OWNED WIRELESS DEVICE

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

Department: Sheriff's Dept#: 280

Quantity: 2

Service: $53.89/mo (x) 12 months = $1,293.36 Account: 2-1229-421-00-280-007-0 -532

Service: $99.99/mo (x) 1 months = $199.98 Account: 2-1229-421-00-280-007-0 -619/664

Requisition Total: $1,293.36 **Requisition Number:** 210854

$ 199.98 " " 210852

STIPEND

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

Department:_____ Dept#:_____

Quantity:_____

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

Total:_____

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

Signature	Anacleto Martinez	02/07/12
	Print Name	Date

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

Signature	Print Name	Date

(4) IT DEPARTMENT ONLY:

Service Type Codes:_____

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

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

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

Revised: 03/09/2011

Sprint Together with Nextel — CDMA Quotation - GPS Upgrade - Utility

Customer Information

Customer Name:	Hidalgo County Sheriff's Office
Financial Contact Name:	Richard Ozuna
Address:	711 E Cibolo Road
City:	Edinburg
State:	TX
Zip:	78539
Financial Contact Phone:	(956) 393-6029
Email Address:	richard.ozuna@hidalgoso.org
Acct # (if applicable):	

Sales Representative Information

Name & Title:	Mike Salyers
Phone:	956-451-6549
Email Address:	michael.salyers@sprint.com

EFT/Contract Information

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

Quote Date:	Jan 26 2012	Contract Vehicle being utilized: DIR-SDD-611	Control # : 120126MLS
Expiration Date:	Feb 26 2012	24 Month NO ETF	(YYMMDDConsecutive##Initials)

Equipment - One Time Charges (Billed By Telenav - See attached Invoice)

Qty.	Model	Suggested Retail Price	10% Discount	Additional Promo	Unit Item Price	Extended Item Price
2	Motorola Admirals	$99.99			$99.99	$199.98
	Total					

Equipment - One Time Charges (Billed By Telenav - See attached Invoice) **$199.98**

Note: Hardware credit and promotions only apply per device with the purchase of an associated service plan. Customer responsible for any applicable installation charges.

One Time Charges & Promos (Credit on Sprint Invoice)

Qty.	Item Number - Description	Suggested Retail Price	Extended Price
2	Business Advantage 450 Data and Messaging	$53.89	$107.78
	Total		$107.78

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Sprint
Together with NEXTEL

is intended to provide approximate cost information about Sprint products and services. Additional taxes, fees and other charges may apply. Your first
harges and may include pro-rated service charges in addition to the upcoming months service charges. Offers are subject to change at any time. Other
es may be provided and billed through third parties. Pricing and promotions may have expiration dates, limited availability and term requirements.PLEASE
. DISCOUNTS BASED ON A TERM COMMITMENT THAT APPLY TO THE PURCHASE OF SPRINT PCS DEVICES IS A FORWARD DISCOUNT. SHOULD
' TIME (PRIOR TO THE END OF THE CONTRACT TERM) FOR CONVENIENCE, YOUR AGENCY WILL BE RESPONSIBLE TO PAY BACK THE FORWARD
RINT PCS DEVICE PURCHASED. See Terms & Conditions page, your Sprint Nextel representative or visit www.sprint.com for more information.

Sprint Proprietary Information

Date Entered: 2-7-12
Requsition #: 210852
Date Approved:
P.O. #:

HIDALGO COUNTY SHERIFF'S OFFICE
EXECUTIVE BRANCH REQUISITION
ADMINISTRATION REQUISITION

Date: February 1, 2012
Requested By: Tereso Contreras, Quartermasters Office
On Behalf Of: Richard Ozuna, Administrative Lieutenant
Budget: 2-1229-421-00-280-007-0-619
Object Number: 619- Other Miscellaneous Supplies
Current Balance: $1,030.81
Expenditure Amount: $199.98
New Balance: $830.83
Purpose For Expenditure: New Cellphones

Line #	Commodity Code	Item & Description	Item #	Qty	UOM	Unit Price	Amount
1	839.35	Motorola Admirals		2	Each	$99.99	$199.98

Shipping: (N/A) $0.00
Grand Total: $199.98
Estimated Delivery Date: **Two Weeks After Purchase Order Is Received**

Internal Notes: **(N/A)**

Awarded Vendor: **Sprint**
P.O. Box 660092
Dallas, Texas 75266-0092

956-451-8549
Contact Person: Mike Slayers
$199.98

VENDOR UNDER CONTRACT DIR-SDD-611

Authorized By: _____ Division Commander

Approved By: _____ Administrative Lieutenant

Reviewed By: _____ Procurement Specialist

Approved By: _____ Budget Manager

Date Entered: 2-7-12
Requsition #: 20854
Date Approved:
P.O. #:

HIDALGO COUNTY SHERIFF'S OFFICE
EXECUTIVE BRANCH REQUISITION
ADMINISTRATION REQUISITION

Date: February 1, 2012
Requested By: Tereso Contreras, Quartermasters Office T.C.
On Behalf Of: Richard Ozuna, Administrative Lieutenant
Budget: 2-1229-421-00-280-007-0-532
Object Number: 532- Wireless Devices
Current Balance: $12,872.24
Expenditure Amount: $1,293.36
New Balance: $11,578.88
Purpose For Expenditure: New Lines For New Cellphones

Line #	Commodity Code	Item & Description	Item #	Qty	UOM	Unit Price	Amount
1	915.75	Business Advantage 450 Data and Messaging (2 Cellphones @ ~~$53.98~~ 53.89 Each)		12	Monthly	$107.78	$1,293.36

Shipping: (N/A) $0.00
Grand Total: $1,293.36
Estimated Delivery Date: **Two Weeks After Purchase Order Is Received**
Internal Notes: **(N/A)**

Awarded Vendor: **Sprint**
P.O. Box 660092
Dallas, Texas 75266-0092

956-451-8549
Contact Person: Mike Slayers
$1,293.36

VENDOR UNDER CONTRACT DIR-SDD-611

Authorized By: _____ Division Commander

Approved By: _____ Administrative Lieutenant

Reviewed By: _____ Procurement Specialist

Approved By: _____ Budget Manager

AI-31126 **11. A.**

CC REGULAR

Meeting Date: 02/21/2012

Department Head: DA's Office

Department: BUDGET & MANAGEMENT

Information

CAPTION

DA's- Civil Lititgation (1100):
1. Approval of the following personnel actions:

Action	Slot No.	Position Title	Grade
Delete	0003	Attorney IV	18
Create	0004	Attorney II	14

2. Approval to authorize auto allowance as follows:

Slot No.	Position Title	Allowance
0001	Attorney V	$2,000.00
0002	Attorney IV	$1,000.00
0004	Attorney II	$900.00

2. Approval to add the Attorney II classification to the Hidalgo County Position Inventory.
3. Approval of intradepartmental transfer.
4. Approval of salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-412-00-080-013-0-XXX

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

BUDGETARY IMPACT:

No Budgetary Impact.

Attachments

Job Description- Attorney V
job description- Attorney IV job description
job description- Attorney II job description
transfer
auto auth. form- attorney IV
auto autho. form- attorney V
fiscal note

auto auth. form- attorney II
PARs
revised salary schedule

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/17/2012 11:31 AM
Purchasing Department	Angela Garcia	02/17/2012 03:50 PM

Form Started By: Rosie Cantu Started On: 02/17/2012 08:25 AM

Final Approval Date: 02/17/2012

ATTORNEY V

GRADE: 20

GENERAL DESCRIPTION

Performs advance (senior-level) managerial work providing legal advisement to the County's Commissioners' Court and departments. Work involves supervising and monitoring the operations of the division. Serves as legal counsel to Hidalgo County departments regarding any legal matters and prepares briefs to the Attorney General as assigned.

EXAMPLES OF WORK PERFORMED

Oversees the division on a daily basis to ensure office functions are successfully completed

Provides legal counsel on contract interpretation and enforcement

Responsible for the review, revision, and/or negotiation of county contracts/agreements which may include county roads, parks and building construction contracts; prepares, reviews, and/or negotiates professional service agreements for architectural, engineering, and consulting services as well as purchase contracts for goods and services and inter-local agreements

May attend Commissioners' Court Regular and Executive sessions; provides legal counsel to Court members and department heads as requested

Provides advice on various general legal questions/ issues posed by the County's Elected Officials, Department Heads, employees, and various third parties

Assists various Hidalgo County Divisions and personnel by making sound suggestions based on solid legal principles and theories and communicates objectively the pros and cons of such suggestions

Serves as liaison and point of contact to outside counsel on various legal matters affecting the county, including, but not limited to, employment claims and litigation matters

Performs related special projects as assigned

Advises on open government matters

May provide written or oral legal advice to governmental clients, and draft legal instruments or other written materials carrying legal implication

Negotiates with others to settle litigation or other contested matters or to assist in solving problems with legal implications

Develops knowledge and expertise in applicable area of law to keep pace with constant developments

Performs other related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Minimum of five (5) years of experience as a licensed attorney, experience in Texas Local Government Code interpretation and proficient knowledge in county contracts is required. Juris Doctorate (JD) degree required. Licensed to practice law in the State of Texas and be a member in good standing of the State Bar of Texas.

Certificates, Licenses & Registration

Applicant must have a current valid Texas operator's driver's license

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

Licensed to practice law in the State of Texas is required

Knowledge, Skills, and Abilities

Proficient knowledge of legal principles, practices, and proceedings; and of laws, regulations, and rules related to the county.

Skill in legal research, business writing, grammar, and punctuation, report preparation and analysis

Ability to complete reports and answer routing correspondence

Ability to apply common sense understanding and direct staff in written, oral or diagram form

Ability to supervise and communicate effectively with staff and the public

Ability to deal with problems involving several concrete variables in standardized situations

Must have experience in office or related work

Must have knowledge of computers and spreadsheets

Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume

Ability to effectively present information and respond to questions from judges, attorneys, County Board members and the general public

Ability to conduct research, to summarize findings, to interpret and apply laws, to use legal reference materials, to communicate effectively, and to train others

Ability to communicate effectively

Able to handle all stressful situations with an even temperament and work effectively with others in achievement of tasks

Must possess advanced professional level of analytical ability and be very well versed in the art of being diplomatic and tactful in addition to the use of good judgment and common sense

Must be dependable, resourceful, and able to work independently and to maintain strict confidentiality

Must have strong organizational skills and a proven ability to maintain accurate, detailed and confidential records

Strong analytical and communication skills are essential to effectively and objectively advise and/or interact with personnel, external agencies, and outside legal counsel on legal matters

Must possess necessary writing skills at a seasoned level to communicate information and advisement to County Departments and staff

Must be computer literate

Knowledge of all applicable laws and procedures

Must have proficient knowledge and understanding of Texas statutes and local government code procedures and departmental policies

Work outside of the normal office hours (Monday-Friday 8-5) may be required to meet deadlines and accuracy requirements

Some travel to various County offices and locations may be required

Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- 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

ATTORNEY IV

GRADE: 18

GENERAL DESCRIPTION

Performs complex (journey-level) work assisting in the legal advisement to the County's Commissioners' Court and departments. Work involves drafting, reviewing, and revising contract and/or agreements. Works under limited supervision with extensive latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Provides legal counsel on contract interpretation and enforcement

Drafts, reviews, revises, and/or negotiates county contracts/agreements which may include county roads, parks and building construction contracts; prepares, reviews, and/or negotiates professional service agreements for architectural, engineering, and consulting services as well as purchase contracts for goods and services and inter-local agreements

May attend Commissioners' Court sessions, open and executive, regarding contracts/agreements and other related civil legal matters as assigned

Provides legal counsel to Court members and other management staff as requested

Provides advice on various general legal questions/ issues posed by the County's Departments and/or various third parties

Assists various Hidalgo County Departments and personnel by making sound suggestions based on solid legal principles and theories and communicates objectively the pros and cons of such suggestions

Performs related special projects as assigned

Advises on open government matters

May provide written or oral legal advice to county departments, and draft legal instruments or other written materials carrying legal implication

Negotiates with others to settle litigation or other contested matters or to assist in solving problems with legal implications

Develops knowledge and expertise in applicable area of law to keep pace with constant developments

Performs other related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Minimum of three (3) years of experience as a licensed attorney, experience in Texas Local Government Code interpretation and knowledge in county contracts is required. Juris Doctorate (JD) degree required. Licensed to practice law in the State of Texas and be a member in good standing of the State Bar of Texas.

Certificates, Licenses & Registration

Applicant must have a current valid Texas operator's driver's license

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

Licensed to practice law in the State of Texas is required

Knowledge, Skills, and Abilities

Knowledge of legal principles, practices, and proceedings; and of laws, regulations, and rules related to the county.

Skill in legal research, business writing, grammar, and punctuation, report preparation and analysis

Ability to complete reports and answer routing correspondence

Ability to apply common sense understanding and direct staff in written, oral or diagram form

Ability to communicate effectively with staff and the public

Ability to deal with problems involving several concrete variables in standardized situations

Must have experience in office or related work

Must readily comply with departmental and county-wide policies and procedures

Must have knowledge of computers and spreadsheets

Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume

Ability to effectively present information and respond to questions from judges, attorneys, County Board members and the general public

Ability to conduct research, to summarize findings, to interpret and apply laws, to use legal reference materials, to communicate effectively, and to train others

Ability to communicate effectively

Able to handle all stressful situations with an even temperament and work effectively with others in achievement of tasks

Must possess advanced professional level of analytical ability and be very well versed in the art of being diplomatic and tactful in addition to the use of good judgment and common sense

Must be dependable, resourceful, and able to work independently and to maintain strict confidentiality

Must have strong organizational skills and a proven ability to maintain accurate, detailed and confidential records

Strong analytical and communication skills are essential to effectively and objectively advise and/or interact with personnel, external agencies, and outside legal counsel on legal matters

Must possess necessary writing skills at a seasoned level to communicate information and advisement to County Departments and staff

Knowledge of all applicable laws and procedures

Must have knowledge and understanding of Texas statutes and local government code procedures and departmental policies

Work outside of the normal office hours (Monday-Friday 8-5) may be required to meet deadlines and accuracy requirements

Some travel to various County offices and locations may be required

Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- 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

ATTORNEY II

GRADE: 14

GENERAL DESCRIPTION

Performs basic (entry-level) work assisting in the legal advisement to the County's Commissioners' Court and departments. Work involves assisting in drafting, reviewing, and revising contract and/or agreements. Works under general supervision with limited latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Assists in providing legal counsel on contract interpretation and enforcement

Investigates facts giving rise to legal issues, and develops solutions to legal problems in a variety of forums

Assists in drafting, reviewing, revising, and/or negotiating county contracts/agreements which may include county roads, parks and building construction contracts; prepares, reviews, and/or negotiates professional service agreements for architectural, engineering, and consulting services as well as purchase contracts for goods and services and inter-local agreements

Assists in providing legal counsel to Court members and other management staff as requested

Performs related special projects as assigned

Assists in advising on open government matters

May provide written or oral legal advice to county departments, and draft legal instruments or other written materials carrying legal implication

Negotiates with others to settle litigation or other contested matters or to assist in solving problems with legal implications

Develops knowledge and expertise in applicable area of law to keep pace with constant developments

Performs other related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Experience as a licensed attorney, knowledge in Texas Local Government Code interpretation and county contracts preferred. Juris Doctorate (JD) degree required.

Licensed to practice law in the State of Texas and be a member in good standing of the State Bar of Texas.

Certificates, Licenses & Registration

Applicant must have a current valid Texas operator's driver's license

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

Licensed to practice law in the State of Texas is required

Knowledge, Skills, and Abilities

Knowledge of legal principles, practices, and proceedings; and of laws, regulations, and rules related to the county.

Skill in legal research, business writing, grammar, and punctuation, report preparation and analysis

Ability to complete reports and answer routing correspondence

Ability to apply common sense understanding and direct staff in written, oral or diagram form

Ability to communicate effectively with staff and the public

Ability to deal with problems involving several concrete variables in standardized situations

Must have experience in office or related work

Must readily comply with departmental and county-wide policies and procedures

Must have knowledge of computers and spreadsheets

Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume

Ability to effectively present information and respond to questions from judges, attorneys, County Board members and the general public

Ability to conduct research, to summarize findings, to interpret and apply laws, to use legal reference materials, to communicate effectively, and to train others

Ability to communicate effectively

Able to handle all stressful situations with an even temperament and work effectively with others in achievement of tasks

Must possess advanced professional level of analytical ability and be very well versed in the art of being diplomatic and tactful in addition to the use of good judgment and common sense

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Must have strong organizational skills and a proven ability to maintain accurate, detailed and confidential records

Strong analytical and communication skills are essential to effectively and objectively advise and/or interact with personnel, external agencies, and outside legal counsel on legal matters

Must possess necessary writing skills at a seasoned level to communicate information and advisement to County Departments and staff

Knowledge of all applicable laws and procedures

Knowledge and understanding of Texas statutes and local government code procedures and departmental policies preferred

Work outside of the normal office hours (Monday-Friday 8-5) may be required to meet deadlines and accuracy requirements

Some travel to various County offices and locations may be required

Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County

PHYSICAL DEMANDS:

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

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

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WORK ENVIRONMENT:

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The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

INTRADEPARTMENTAL TRANSFER REQUEST

DATE: February 17, 2012

2012
Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for DA'S OFFICE

ACCOUNT NUMBER: 2-1100-412-00-080-013-0-XXX CIVIL LITIGATION

SUBJECT: **Intradepartmental transfer(s)**

Contact: Rosie Cantu
Ph#: 292-7025 ext 5408

Honorable Commissioners' Court of Hidalgo County:

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

FROM Object Code	Description	TO Object Code	Description	Amount
113	REG F/T EMPLOYEES	118	AUTO ALLOWANCE	$ 3,370.00
			TOTAL	**$ 3,370.00**

REASON: TRANSFER TO FUND REQUESTED AUTO ALLOWANCE FOR VARIOUS POSITIONS IN THE DA'S CIVIL LITIGATION ACCOUNT.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE ___/___/___

ATTEST COUNTY CLERK

Form DBM-201

Hidalgo County, Texas
Auto Allowance Authorization Form

Department Name/Number: District Attorney's Office Date: 2/14/2012

Position Title: Attorney IV Position Slot No. : 2

Position Status: ■ Vacant ☐ Current

If position status is vacant go to Justification for Auto Allowance Section

Employee Name: _____ Employee Number: _____

Employee Driver License No.: _____

Auto Allowance Amount Request: $1,000.00

Auto Allowance to be funded from one of the following:

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

VEHICLE INFORMATION

Year, Make, & Model: _____ Ins. Policy Number: _____

VIN Registration No. : _____ Policy Holder's Name: _____

License Plate No. : _____ Ins. Coverage Date: _____

*Vehicle Insurance Provider: _____ Ins. Verified By: _____

*Employee should provide copy of current vehicle liability insurance policy and driver license to their respective department and to the Safety Division.

JUSTIFICATION FOR AUTO ALLOWANCE

In the space provided below, please justify why the auto allowance is needed, in lieu of receiving the IRS current mileage reimbursement rate for In-County business use of personal vehicle.

_____

Employee Signature **Date**

By signing this Auto Allowance Authorization Form, I understand that I will not be eligible to receive mileage reimbursement for using my personal vehicle for In-County business travel. I further understand that the Auto Allowance provided to me is subject to all applicable federal and state income taxes and will be included in my bi-weekly or semi-monthly paycheck (as applicable). The Auto Allowance amount is subject to change, upon Commissioners Court approval.

2/15/2012

Roy Cazares for Rene Guerra, Criminal District Attorney Date Funding Available in Dept. Budget ■ YES ☐ NO

DBM XXX
Revised: April 2011

Hidalgo County, Texas
Auto Allowance Authorization Form

Department Name/Number: District Attorney's Office Date: 2/14/2012

Position Title: Attorney V Position Slot No. : 1

Position Status: ■ Vacant ☐ Current

If position status is vacant go to Justification for Auto Allowance Section

Employee Name: _____ Employee Number: _____

Employee Driver License No.: _____

Auto Allowance Amount Request: $2,000.00

Auto Allowance to be funded from one of the following:

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

VEHICLE INFORMATION

Year, Make, & Model: _____ Ins. Policy Number: _____

VIN Registration No. : _____ Policy Holder's Name: _____

License Plate No. : _____ Ins. Coverage Date: _____

*Vehicle Insurance Provider: _____ Ins. Verified By: _____

*Employee should provide copy of current vehicle liability insurance policy and driver license to their respective department and to the Safety Division.

JUSTIFICATION FOR AUTO ALLOWANCE

In the space provided below, please justify why the auto allowance is needed, in lieu of receiving the IRS current mileage reimbursement rate for In-County business use of personal vehicle.

Employee Signature **Date**

By signing this Auto Allowance Authorization Form, I understand that I will not be eligible to receive mileage reimbursement for using my personal vehicle for In-County business travel. I further understand that the Auto Allowance provided to me is subject to all applicable federal and state income taxes and will be included in my bi-weekly or semi-monthly paycheck (as applicable). The Auto Allowance amount is subject to change, upon Commissioners Court approval.

2/15/2012

Roy Cazares for Rene Guerra, Criminal District Attorney Date Funding Available in Dept. Budget ■ YES ☐ NO

DBM XXX
Revised: April 2011

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

Agenda Item: 31126

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, February 21, 2012

Summary of request/proposal:
Co Commissioners (1100)/ Crim DA (1100):
Approval to delete one (1) full time Attorney IV position, slot no. 0003 and create one (1) full time Attorney II position, slot no. 0004; Approval to authorize auto allowance for various full time positions.

				Current			Proposed			
Fund	Position Title	Slot#	Obj	G	S	Salary	G	S	Salary	Total Requested
				SALARY						
1100	ATTORNEY IV	0003	113	18	1	68,687.00	-	-	0.00	(68,687.00)
1100	ATTORNEY II	0004	113	-	-	0.00	14	1	50,487.00	50,487.00
			TOTAL	-	-	68,687.00	-	-	50,487.00	(18,200.00)
				ALLOWANCES- AUTO						
1100	ATTORNEY V	0001	118	20	1	0.00	20	1	2,000.00	2,000.00
1100	ATTORNEY IV	0002	118	18	1	0.00	18	1	1,000.00	1,000.00
1100	ATTORNEY II	0004	118	14	1	0.00	14	1	900.00	900.00
			TOTAL	-	-	0.00	-	-	3,900.00	3,900.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT)		AMOUNT
2-1100-412-00-080-013-0-	113	DA CIVIL LIT.	REG F/T EMPLOYEES	($15,689.66)
2-1100-412-00-080-013-0-	118	DA CIVIL LIT.	AUTO ALLOWANCE	$3,362.07
2-1100-412-00-080-013-0-	211	DA CIVIL LIT.	HEALTH INSURANCE	$0.00
2-1100-412-00-080-013-0-	212	DA CIVIL LIT.	LIFE INSURANCE	$0.00
2-1100-412-00-080-013-0-	220	DA CIVIL LIT.	FICA	($943.06)
2-1100-412-00-080-013-0-	230	DA CIVIL LIT.	RETIREMENT	($1,226.59)
2-1100-412-00-080-013-0-	250	DA CIVIL LIT.	UNEMPLOYMENT COMP	($61.64)
2-1100-412-00-080-013-0-	260	DA CIVIL LIT.	WORKER'S COMP	$0.00
			2012 BUDGETARY IMPACT:	($14,558.88)

2013 Budgetary Impact: $16,888.30

Possible Funding Sources: NO BUDGETARY IMPACT

Comments:

Hidalgo Co. Budget Office
2/3/2005

Hidalgo County, Texas
Auto Allowance Authorization Form

Department Name/Number: District Attorney's Office Date: 2/14/2012

Position Title: Attorney II Position Slot No. : 4

Position Status: ■ Vacant ☐ Current

If position status is vacant go to Justification for Auto Allowance Section

Employee Name: _____ Employee Number: _____

Employee Driver License No.: _____

Auto Allowance Amount Request: $900.00

Auto Allowance to be funded from one of the following:

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

VEHICLE INFORMATION

Year, Make, & Model: _____ Ins. Policy Number: _____

VIN Registration No. : _____ Policy Holder's Name: _____

License Plate No. : _____ Ins. Coverage Date: _____

*Vehicle Insurance Provider: _____ Ins. Verified By: _____

*Employee should provide copy of current vehicle liability insurance policy and driver license to their respective department and to the Safety Division.

JUSTIFICATION FOR AUTO ALLOWANCE

In the space provided below, please justify why the auto allowance is needed, in lieu of receiving the IRS current mileage reimbursement rate for In-County business use of personal vehicle.

Employee Signature **Date**

By signing this Auto Allowance Authorization Form, I understand that I will not be eligible to receive mileage reimbursement for using my personal vehicle for In-County business travel. I further understand that the Auto Allowance provided to me is subject to all applicable federal and state income taxes and will be included in my bi-weekly or semi-monthly paycheck (as applicable). The Auto Allowance amount is subject to change, upon Commissioners Court approval.

2/15/2012

Roy Cazares for Rene Guerra, Criminal District Attorney Date Funding Available in Dept. Budget ■ YES ☐ NO

DBM XXX
Revised: April 2011

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: DA'S CIVIL LITIGATION

DATE: 02/15/2012

CURRENT POSITION TITLE: ATTORNEY V

CURRENT SLOT. #: 001

REQUESTED POSITION TITLE:

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other **ADDING AUTO ALLOWANCE $2,000.00**

POSITION SALARY REQUEST:

1	-0-	$2,000.00	$ 2,000.00
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 ATTORNEY IV POSITION.**

POSITION TYPE:

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

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

Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

CIVIL SERVICE:

Exempt [X]

Non-Exempt [ ]

FLSA:

Exempt [X]

Non-Exempt [ ]

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)
Attorney hired in this position will be making trips to attorney offices, to depositions, mediations hearings and all county offices including precinct offices.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	02/15/2012 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	■ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	2/17/2012 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: DA'S CIVIL LITIGATION

DATE: 02/15/2012

CURRENT POSITION TITLE: ATTORNEY IV

CURRENT SLOT. #: 002

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other **ADDING AUTO ALLOWANCE $1,000.00**

POSITION SALARY REQUEST:

1	-0-	$1,000.00	$ 1,000.00
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 ATTORNEY IV POSITION.**

POSITION TYPE:

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

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

Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

CIVIL SERVICE:

Exempt [X]

Non-Exempt [ ]

FLSA:

Exempt [X]

Non-Exempt [ ]

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

Attorney hired in this position will be making trips to attorney offices, and all county offices including precinct offices.

during working hours.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	02/15/2012 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	■ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	2/17/2012 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: DA'S CIVIL LITIGATION

DATE: 02/15/2012

CURRENT POSITION TITLE: ATTORNEY IV

CURRENT SLOT. #: 003

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

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

DELETION OF POSITION

POSITION SALARY REQUEST:

1	68,687.00 G18, S1	-0-	$ (68,687.00)
NO. OF POSITIONS	CURRENT GRADE & STEP/ SALARY/ ALLOWANCE	PROPOSED GRADE & STEP/ SALARY/ ALLOWANCE	NET CHANGE

Position to be funded from one of the following: **N/A**

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

☐ Other _____

POSITION TYPE:

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

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

_____
Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

CIVIL SERVICE:

Exempt [X]

Non-Exempt [ ]

FLSA:

Exempt [X]

Non-Exempt [ ]

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

Position will be deleted to create an Attorney II position. The new positions will be an Attorney II position with its main job function will be researching case law. Supplemental funds will be used to purchase equipment (computers, printers, monitors, file cabinets), pay for case law Research software and office supplies.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	02/15/2012 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	■ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	2/17/2012 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: DA'S CIVIL LITIGATION

DATE: 02/15/2012

CURRENT POSITION TITLE: N/A

CURRENT SLOT. #: 004

REQUESTED POSITION TITLE: ATTORNEY II

REQUEST FOR:

ADDING AUTO ALLOWANCE $900.00

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

POSITION SALARY REQUEST:

1	-0-	$50,487.00 + 900.00(AUTO ALLOW) G14, S1	$ 50,487.00 + $900.00 (AUTO ALLOWANCE)
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 ATTORNEY IV POSITION**

POSITION TYPE:

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

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

Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

CIVIL SERVICE:

Exempt [X]

Non-Exempt [ ]

FLSA:

Exempt [X]

Non-Exempt [ ]

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

Position will be created after deletion of an Attorney IV position. Position will be posted for attorneys will little (0-3 years) experience to do case law research for the Attorney V and Attorney IV positions in this same account. Auto allowance will be for compensation for traveling to county departments and court.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	02/15/2012 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	■ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	2/17/2012 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-412-00-080-013-0

AI - 31126

DA'S- CIVIL LITIGATION

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	ATTORNEY V	20	1	$80,117.00	$80,117.00	$0.00	$0.00	$0.00	$0.00	ADD AUTO ALLOW. $2,000.00 ↓ ~~$0.00~~	$0.00	$0.00
0002	113	ATTORNEY IV	18	1	$68,687.00	$68,687.00	$0.00	$0.00	$0.00	$0.00	ADD AUTO ALLOW. $1,000.00 ↓ ~~$0.00~~	$0.00	$0.00
~~0003~~	~~113~~	DELETE POSITION ↓ ~~ATTORNEY IV~~	~~18~~	~~1~~	~~$68,687.00~~	~~$68,687.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0004	113	CREATE POSITION ↓ ATTORNEY II	14	1	$50,487.00	$50,487.00	$0.00	$0.00	$0.00	$0.00	ADD AUTO ALLOW. ↓ $900.00	$0.00	$0.00
		TOTAL		**TOTAL**	$199,291.00	$199,291.00	$0.00	$0.00	$0.00	$0.00	$3,900.00	$0.00	$0.00

AI-31131 **11. B.**

CC REGULAR

Meeting Date: 02/21/2012

Department Head: DA's Office

Department: BUDGET & MANAGEMENT

Information

CAPTION

Border Prosecution Initiative (1281):
1. Request approval to accept the 2012 Border Prosecution Grant (FY 2012) in the amount of $201,585.00, effective 01/01/2012 to 12/31/2012.
2. Approval of Certification of Revenues as certified by the County Auditor for the Border Prosecution Grant.
3 Approval of Border Prosecution (FY 2012) budget in the amount of $201,585.00.
4. Approval of salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1281-412-00-080-012-2-XXX

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

BUDGETARY IMPACT:

DA BORDER PROSECUTION INITIATIVE
Appropriation of funds in the amount of $201,585.00 for DA Border Prosecution Initiative grant.
100% grant funds with no inkind match or cash match.

Revenue Acct #2-1281-334-10-080-012-2-000 "CJD-BPI REVENUES"

Attachments

award letter
budget appropriation
revised salary schedule

Form Review

Inbox	Reviewed By	Date
Rosalinda Cantu (Originator)	Rosie Cantu	02/17/2012 01:57 PM
Budget & Management	Merlen P. Munoz	02/17/2012 02:05 PM
Purchasing Department	Angela Garcia	02/17/2012 03:50 PM

Form Started By: Rosie Cantu Started On: 02/17/2012

Final Approval Date: 02/17/2012

State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

January 24, 2012

Mr. Ramon Garcia
Hidalgo County Judge
PREVIEW - Hidalgo County - PREVIEW -
Hidalgo County Courthouse, 100 N. Closner, Room 303
Edinburg, Texas 78539-3523

Dear Judge Garcia:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at https://cjdonline.governor.state.tx.us and go to the 'My Home' tab. In the 'Project Status' column, locate the application that is in 'Pending Acceptance of Award' status. Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button.

Be sure to review the attached memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer CJD grants; an eGrants Users Guide; and the new Guide to Grants containing answers to questions frequently asked by grantees. The Public Policy Research Institute (PPRI) at Texas A&M University will send a detailed information packet to the Project Director containing progress reporting forms and instructions on completing and submitting those forms.

I hope you continue to find the online environment of eGrants to be a positive experience. We are continually improving the efficiency of processes so that you can dedicate your time to the priorities of service within your communities. We look forward to working with you to ensure the success of your program.

Sincerely,

Christopher Burnett
Executive Director

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE DIVISION
STATEMENT OF GRANT AWARD

Grant Number:	CH-12-A10-25378-01	**CFDA or State ID:**	00.606
Program Fund:	CH-Operator and Chauffeurs Funding-Prosecution		
Grantee Name:	PREVIEW - Hidalgo County - PREVIEW -		
Project Title:	Border Prosecution Unit		
Grant Period:	01/01/2012 - 12/31/2012		
Liquidation Date:	03/31/2013		
Date Awarded:	January 24, 2012		
CJD Grant Manager:	Helen Martinez		

CJD Award Amount:	$201,585.00
Grantee Cash Match:	$0.00
Grantee In Kind Match:	$0.00
Total Project Cost:	$201,585.00

The Statement of Grant Award is your official notice of award from the Governor's Criminal Justice Division (CJD). The approved budget is reflected in the Budget/Details tab for this record in eGrants. The grantee agrees to comply with the provisions of the Governor's Criminal Justice Division's rules in Title 1, Part 1, Chapter 3, Texas Administrative Code in effect on the date the grant is awarded. By clicking on the 'Accept' button within the 'Accept Award' tab, the grantee accepts the responsibility for the grant project and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Condition(s) of Funding and Other Fund-Specific Requirement(s):

1

State of Texas

Office of the Governor

Criminal Justice Division

Rick Perry

Governor

Memorandum

To:	CJD Grant Recipients
From:	Aimee Snoddy, Deputy Director
Contact:	(512) 463-1919
Re:	Grantee Responsibilities
Date Awarded:	January 24, 2012

Congratulations on your grant award from Governor Rick Perry's Criminal Justice Division (CJD). It is important to make you aware of a few things to consider as you implement strategies to successfully manage your program. For more information and resources, refer to the Grant Resources section of eGrants available online at https//:cjdonline.governor.state.tx.us:

Financial Reporting – Financial Status Reports must be submitted to CJD via eGrants. Financial Status Reports may be submitted monthly but must be submitted at least quarterly. Financial Status Reports are due after each calendar quarter, regardless of when the grant was awarded. Due dates are:

April 22 (January-March quarter)
July 22 (April-June quarter)
October 22 (July-September quarter)
January 22 (October-December quarter)

The final Financial Status Report must be submitted to CJD on or before the grant liquidation date or funds will lapse and CJD will provide them as grants to others who need the funding.

Payment Authorization – Payments will be generated based on expenditures reported in the Financial Status Reports. Upon CJD approval of the Financial Status Report, a payment will be issued through direct deposit or electronic transfer.

Generated Program Income – Any income generated as a direct result of the grant activities must be reported to CJD through the Financial Status Report and grant adjustment processes. Program income must be expended prior to seeking payments from CJD. Program income must be accounted and used for the purposes of the grant activites as awarded.

Grant Funded Personnel – Staff whose salaries are supported by this award must be made aware that continued funding is contingent upon the availability of appropriated funds as well as the outcome of the annual application review conducted by CJD.

Project Changes – Grantees may submit a request for grant adjustment via eGrants for any proposed budgetary or programmatic changes, including updating contact information for grant officials.

Equipment – Equipment purchased with grant funds must be used for the purpose of the grant and as approved by CJD. An inventory report should be kept on file containing all equipment purchased with any grant funds during the grant period. This report must agree with the approved grant budget and the final Financial Status Report.

Fidelity Bond – Each nonprofit corporation receiving funds from CJD will obtain and have on file a blanket fidelity bond that indemnifies CJD against the loss and/or theft of the entire amount of grant funds, including matching funds. The fidelity bond should cover at least the CJD grant period.

Required Notifications – Grantees must immediately notify CJD in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify CJD in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the grantee must immediately forward a copy of any demand notices, subpoenas, lawsuits, or indictments to CJD. If a federal or state court or administrative agency renders a judgment or order finding discrimination by a grantee based on race, color, national origin, sex, age, or handicap, the grantee agrees to immediately forward a copy of the judgment or order to CJD.

Project Effectiveness – Grantees should regularly evaluate the effectiveness of their projects. This includes a reassessment of project activities and services to determine whether they continue to be effective. Grantees must show that their activities and services effectively address and achieve the project's stated purpose.

Programmatic Reporting – Grantees must submit required reports regarding grant information, performance, and progress towards goals and objectives in accordance with the instructions provided by CJD, or its designee. To remain eligible for funding, the grantee must be able to show the scope of services provided and the impact and quality of those services.

Monitoring – Grantees must readily make available to CJD or its agents all requested records. CJD may make unannounced monitoring visits at any time. The grantee must make every effort to resolve all issues, findings, or actions identified by CJD within the time frame specified by CJD.

Audit Requirements – Grantees expending over $500,000 in state or federal grant funds during the fiscal year are subject to the Single Audit requirements set forth in OMB Circular No. A 133 at http://www.whitehouse.gov/omb/circulars/index.html and the State Single Audit Circular issued under the Uniform Grant Management Standards (UGMS) at http://www.governor.state.tx.us/grants/what/. Grantees must electronicall submit to CJD copies of the results of any single audit conducted in accordance with OMB Circular No. A-133 at http://www.whitehouse.gov/omb/circulars/index.html or in accordance with the State Single Audit Circular issued under UGMS, within 30 calendar days after the grantee receives the audit results or nine months after the end of the audit period, whichever is earlier.

Supplanting – Awarded funds must be used to supplement existing funds for program activities and not replace (supplant) funds that have been appropriated for the same purpose. Grant monitors and auditors will look for potential supplanting during reviews. Violations may result in a range of penalties, including suspension of future funds, suspension or debarment from receiving federal or state grants, recoupment of monies provided under the grant, and civil or criminal penalties. Refer to the Guide to Grants at https://cjdonline.governor.state.tx.us/updates.aspx for additional information on supplanting.

Conflict of Interest – Grantees should have in place established safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

Contracting and Procurement – Grantees must follow their established policy and best practices for procuring goods or services with grant funds. Contracts must be routinely monitored for delivery of services or goods. When a contractual or equipment procurement is anticipated to be in excess of $100,000, grantees must submit a Procurement Questionnaire https://cjdonline.governor.state.tx.us/updates.aspx to CJD for approval prior to procurement.

Travel – Grantees must follow their established policies and good fiscal stewardship related to travel expenses. If the grantee does not have established policies regarding in-state and out-of-state travel, grantee must use the travel guidelines established for state employees.

Uniform Crime Reporting – Local units of governments receiving funds from CJD must comply with all requirements for uniform crime reporting and will ensure that prompt reporting will remain current throughout the grant period.

Limited English Proficiency – Grantees must take reasonable steps to ensure that persons with limited English proficiency have meaningful access to services. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. Additional information on this requirement can be found at http://www.lep.gov.

Law Enforcement Programs – Law enforcement programs receiving funds from CJD must be in compliance with all rules developed by the Texas Commission on Law Enforcement Officer Standards and Education.

28 C.F.R. Part 23 Training - Any grant funded individual responsible for entering information into or retrieving information from an intelligence database must complete continuing education training on operating principles described by 28 C.F.R. Part 23 at least once for each continuous two-year period the person has primary responsibility for entering data into or retrieving data from an intelligence database.

Programs Approved to Pay Overtime for Personnel - Overtime is allowable to the extent that it is included in the CJD approved budget. Overtime reimbursements paid by CJD will be based on the following seven eligibility requirements:

(1) Federal regulations governing these funds prohibit use of grant funds to pay an individual for the same hours in which the individual is being paid by a unit of government. For example, if an officer's regular work hours are 7 a.m. to 4 p.m. and he takes a day of paid annual leave, he is not eligible to be reimbursed with grant funds for any hours he voluntarily works between 7 a.m. and 4 p.m. He may be eligible for any hours worked that day outside of 7 a.m. to 4 p.m. provided the hours worked comply with the grantee agency's requirements for hours worked prior to eligibility for overtime pay. The regulation regarding hours of eligibility for overtime does not apply to an officer who volunteers to work on his regularly scheduled days off provided he complies with the grantee agency's requirements for hours worked prior to eligibility for overtime pay.
(2) Hours worked is defined as physical hours on the job and does not include paid annual leave, compensatory leave, sick leave, holiday leave or other paid leave.
(3) On-call hours should not be included in physical hours worked or as eligible hours for overtime.

(4) Personnel receiving grant funds for overtime must maintain time and activity reports for all time physically worked. The activity description should include detailed information about the actual activities performed.
(5) Time should be recorded to the nearest quarter hour.
(6) Grantee records must include a clear calculation in how the overtime was computed.
(7) Overtime payments issued outside this policy are the responsibility of the grantee agency.

Cancellation for Awards - Grantees must take reasonable steps to commence project activities upon receiving notice of a grant award:

Commencement Within 60 Days. If a project is not operational within 60 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must report by letter to CJD the steps taken to initiate the project, the reasons for delay, and the expected revised start date.

Commencement Within 90 Days. If a project is not operational within 90 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must submit a second statement to CJD explaining the implementation delay. Upon receipt of the 90-day letter, CJD may cancel the project and redistribute the funds to other project areas. CJD may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period.

Public Information Requests - Grantees must immediately notify and provide a copy to CJD of any Public Information Request received by the agency related to this grant award.

Prohibited Acts of Agencies and Individuals - Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

- Grant funds may not be used to finance or otherwise support the candidacy of a person for an elected local, state, or federal office. This prolfibition extends to the direct or indirect employment of a person to perform an action described by this subsection. In addition, grant-funded or grant-leased motor vehicles may not be used for the purpose described above.
- Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
- Grant funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.
- Grantees must comply with the federal Hatch Act (5 U.S.C. §§ 1501- 1508) which restricts the political activity of some state and local employees who work in connection with federally funded programs. Covered state and local employees may not: 1) be candidates for public office in a partisan election; 2) use official authority or influence to interfere with or affect the results of an election or nomination; or, 3) directly or indirectly coerce contributions from subordinates in support of a political party or candidate.

Employment of a Lobbyist - Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.

Legislative Lobbying - Grant funds may not be used to attempt to influence the passage or defeat of a legislative measure.

Use of Alcoholic Beverages - Grant funds may not be used to compensate an officer or employee who uses alcoholic beverages on active duty. In addition, grant funds may not be used to purchase an alcoholic beverage or to pay or reimburse a travel expense that was incurred for an alcoholic beverage.

OneStar Foundation Registration and Organization Profile for Nonprofit Corporations - Each nonprofit corporation receiving funds from CJD must register and connect their organization with the OneStar Foundation at http://www.onestarfoundation.org/page/registration/.

Each nonprofit corporation is also encouraged to create an organizational profile with the OneStar Foundation at http://www.onestarfoundation.org/page/org-profile. By completing the Organizational Profile, your organization will be eligible to receive notification of opportunities, such as:

- Organizational excellence scholarships to build the capacity of your organization, including organizational assessments, trainings, consulting, conferences and other professional development activities;
- Funding announcements and events related to national service and volunteerism; and
- Chances to participate in important research on the needs and trends of the social sector and its stakeholders.

DATE: February 21, 2012

2012

DEPARTMENT HEAD: Rene Guerra

DEPARTMENT NAME: Criminal District Attorney's Office

ACCOUNT NUMBER: 2-1281-412-00-080-012-2-XXX

Contact Person: Roy Cazares **Ph#:** (956) 318-2300

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
2-1281-412-00-080-012-02-113	Salaries of Employees	140,284.00
2-1281-412-00-080-012-02-115	Longevity Pay	5,520.00
2-1281-412-00-080-012-02-118	Auto Allowance	1,800.00
2-1281-412-00-080-012-02-211	Health Insurance	8,328.00
2-1281-412-00-080-012-02-212	Life Insurance	54.00
2-1281-412-00-080-012-02-220	Social Security Tax	11,274.00
2-1281-412-00-080-012-02-230	Retirement	14,663.00
2-1281-412-00-080-012-02-250	Unemployment Compensation Insurance	737.00
2-1281-412-00-080-012-02-260	Worker's Compenstation Insurance	265.00
2-1281-412-00-080-012-02-342	Information & Credit Services	800.00
2-1281-412-00-080-012-02-432	Equipment Repair & Maintenance Service	1,000.00
2-1281-412-00-080-012-02-532	Cellular/Mobile Phone	2,600.00
2-1281-412-00-080-012-02-550	Printing & Binding	2,000.00
2-1281-412-00-080-012-02-583	Out of County Employee Travel	2,500.00
2-1281-412-00-080-012-02-584	Registration Fees	3,260.00
2-1281-412-00-080-012-02-601	Office Supplies	3,500.00
2-1281-412-00-080-012-02-626	Gasoline/diesel fuel	3,000.00
	Total Appropriation	**201,585.00**
2-1281-334-10-080-012-2-000	CJD-BPI Revenues	201,585.00
	Total Revenues	**201,585.00**
	TOTAL BUDGET INCREASE (DECREASE)	**201,585.00**

REASON: TO APPROPRIATE THE FY 2012 BPU GRANT BUDGET.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1281-412-00-080-012-~~1~~ 2

AI - 31131

DA BORDER PROSECUTION INITIATIVE

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	ASSISTANT DISTRICT ATTORNEY III	16	5	$67,132.00	$59,452.00	$59,452.00	$1,440.00	$0.00	$0.00	$900.00	$0.00	$61,792.00
0004	113	ASSISTANT DISTRICT ATTORNEY IV	18	1	$68,687.00	$68,687.00	$68,687.00	$4,080.00	$0.00	$0.00	$900.00	$0.00	$73,667.00
				TOTAL	$135,819.00	$128,139.00	$128,139.00	$5,520.00	$0.00	$0.00	$1,800.00	$0.00	$135,459.00

AI-30946 **12. B.**

CC REGULAR

Meeting Date: 02/21/2012

Department Head: Eddie Olivarez

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting authorization to apply for the TDSHS PHEP FY 12 Reduction Restoration allocation in the amount of $172,667.00. The purpose of this funding is to restore operating funds for the Public Health Emergency Prepardness program for FY 12. TDSHS anticipates the additional funds to run from March 1, 2012 to July 31, 2012.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-441-00-340-003-0-xxx

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

BUDGETARY IMPACT:

This additional grant award requires a match of 10%; Hidalgo County Health & Human Services Dept. intends to use Health Dept. staff, that are paid with general fund monies, to contribute work time to the PHEP project to meet the match amount of $17,267.00; The work time spent by Health Dept. staff (2 employees) will be converted into cash match. (hours * hourly rate with corresponding fringes).

Funds in the amount of $17,267.00 will need to be appropriated as transfers in when accepting grant.

Attachments

funding notice

BACKUP

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/06/2012 02:09 PM
Manuel Chapa	Manuel Chapa	02/10/2012 01:54 PM
Rosalinda Cantu	Rosie Cantu	02/10/2012 04:32 PM
Purchasing Department	Angela Garcia	02/17/2012 03:50 PM

Form Started By: Mike Escaname Started On: 02/06/2012 10:34 AM

Final Approval Date: 02/17/2012

Mike Escaname

From: Eva Rubio <evangelina.rubio@hchd.org>
Sent: Friday, January 20, 2012 4:09 PM
To: Nancy Trevino; 'Mike Escaname'
Subject: FW: Hidalgo County 2012 LHD Carry-Forward Allocations
Attachments: FY12 Budget Templates with Match-PPCPS-HAZARDS-6-14-11.xls

Evangelina Rubio
Public Health Preparedness Coordinator
Hidalgo County Health and Human Services Department
1304 S. 25th Avenue
Edinburg, Texas 78542
956-318-2426 (Office)
956-318-2431 (Fax)
956-207-6318 (24/7)
evangelina.rubio@hchd.org
www.hchd.org

-----Original Message-----
From: Lucia.Lundry@dshs.state.tx.us [mailto:Lucia.Lundry@dshs.state.tx.us]
Sent: Thursday, January 19, 2012 3:13 PM
To: Eddie.Olivarez@hchd.org; evangelina.rubio@hchd.org
Cc: Susana.Garcia@dshs.state.tx.us; Lucia.Lundry@dshs.state.tx.us
Subject: Hidalgo County 2012 LHD Carry-Forward Allocations

Dear Eduardo Olivarez,

During the negotiations between DSHS and Local Health Departments concerning FY12 PHEP allocations, DSHS committed to prioritizing Local Health Department (LHD) funding in the next carry-forward application. DSHS is pleased to announce that an interim financial status report has been filed and a PHEP carry-forward application can be submitted. The State of Texas may immediately apply for $6 million of the $8 million lapsed funds from prior PHEP budget periods.

DSHS remains committed to prioritizing restoration of operating funds for all LHDs. Therefore, $3.8 million of the carry-forward application is allocated to restore FY12 LHD reductions. Of the $500,000 difference between $4.3 million and $3.8 million, $430,000 is set aside for TxPHIN/HAN operational costs and the remaining $70,000 will be available to LHDs through a discretionary process. Each LHD will have access to an allocation equal to its FY12 contract reductions in base PHEP, CRI, LRN and EWIDS. The allocation is a not-to-exceed amount. LHDs may request the full amount but are not required to do so. Please note that 10% match is required on all carry-forward funds requested. Should LHDs choose not to request all of the funds offered as part of the reduction restoration, DSHS will set aside those funds for a discretionary process. Additionally, the $1.7 million balance of the $6 million carry-forward application is for DSHS Central Office and Regional operations. The remaining $2 million of funds lapsed by DSHS will be included in the competitive discretionary process, and may be available to LHDs as well.

Current CDC guidance allows carry-forward applications to include operating costs in addition to one-time funding projects. In light of this guidance, DSHS will amend approved carry-forward funds into the existing base PHEP contracts. DSHS anticipates a contract amendment effective date of March 01, 2012 based on draft timelines. It is important to note that PHEP/HPP grant alignment efforts may affect the current budget period and project period end dates. At this time, CDC's intent is to end the current budget period on July 31, 2012. Carry-forward funds may be used through the budget period. However, the budget period may be altered due to grant alignment.

Attached is a categorical budget template. Hidalgo County's total FY12 reduction restoration allocation is $172,667. Please complete the budget and return it to your Contract Manager Lucia Lundry by close of business, February 3, 2012.

Michael Keese

Thank you,

Lucia Lundry, CTPM
Preparedness and Compliance Branch
Contract Management Unit, MC1990
Department of State Health Services
P.O. Box 149347
Austin, Texas 78714-9347
W239
(512) 776-2244 (Direct)
(512) 776-7428, EXT. 2244
Fax: (512) 776-7391
Email: Lucia.Lundry@dshs.state.tx.us

FORM I: BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent: Hidalgo County

Budget Categories	Total Budget (1)	DSHS Funds Requested (2)	Direct Federal Funds (3)	Other State Agency Funds* (4)	Local Funding Sources (5)	Other Funds (6)
A. Personnel	$27,589	$14,317			$13,272	
B. Fringe Benefits	$8,377	$4,382			$3,995	
C. Travel	$15,866	$15,866			$0	
D. Equipment	$3,886	$3,886			$0	
E. Supplies	$1,743	$1,743			$0	
F. Contractual	$126,312	$126,312			$0	
G. Other	$6,161	$6,161			$0	
H. Total Direct Costs	$189,934	$172,667	$0	$0	$17,267	$0
I. Indirect Costs	$0	$0				
J. Total (Sum of H and I)	$189,934	$172,667	$0	$0	$17,267	$0
K. Program Income - Projected Earnings	$0	$0	$0	$0	$0	$0

NOTE: The "Total Budget" amount for each Budget Category will have to be populated among the funding sources. Enter amounts in whole dollars for (3), (4), & (6), if applicable. After amounts have been entered for each funding source, verify that the "Distribution Total" below equals the respective amount under the "Total Budget" from column (1).

	Budget Catetory	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
Check Totals For:	**Personnel**	**$27,589**	**$27,589**	**Fringe Benefits**	**$8,377**	**$8,377**
	Travel	**$15,866**	**$15,866**	**Equipment**	**$3,886**	**$3,886**
	Supplies	**$1,743**	**$1,743**	**Contractual**	**$126,312**	**$126,312**
	Other	**$6,161**	**$6,161**	**Indirect Costs**	**$0**	**$0**

TOTAL FOR:	**Distribution Totals**	**$189,934**	**Budget Total**	**$189,934**

*Letter(s) of good standing that validate the respondent's programmatic, administrative, and financial capability must be placed after this form if respondent receives any funding from state agencies other than DSHS related to this project. If the respondent is a state agency or institution of higher education, letter(s) of good standing are not required. DO NOT include funding from other state agencies in column 4 or Federal sources in column 3 that is not related to activities being funded by this DSHS project.

FORM I-1: PERSONNEL Budget Category Detail Form

Legal Name of Respondent: Hidalgo County

PERSONNEL Functional Title + Code E = Existing or P = Proposed	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Public Health Specialist	Y	Assists with bio-terorism/all hazards planning. Coordinates and ensures complete reporting/data exchange/specimen submission. Participates in outbreak investigations. Assists the SNS Coorinator with the information dissemination to educate the media, the public, partners and stakeholders regarding the risks associated with real or apparent threats.	1	N/A	$2,863.33	5	$14,317
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
TOTAL FROM PERSONNEL SUPPLEMENTAL BUDGET SHEETS							$0
					SalaryWage Total		$14,317

FRINGE BENEFITS Itemize the elements of fringe benefits in the space below:

FICA - 7.65% = 1,095.26 --- Retirement - 8.92% = 1,277.08 --- Unemployment - 0.50% = 71.59 ---
Worker's Comp. - 1.32% = 188.98--- Health Insurance - 4,164.00/Yr = 1,735.00--- Life Insurance - 33.00/Yr = 13.75---

	Fringe Benefit Rate %	30.60%
	Fringe Benefits Total	$4,382

Revised: 7/6/2009

FORM I-2: TRAVEL Budget Category Detail Form

Legal Name of Respondent: Hidalgo County

Conference / Workshop Travel Costs

Description of Conference/Workshop	Justification	Location City/State	Number of: Days/Employees	Travel Costs	
2012 NACCHO Conference	Communicating the Value and Contributions of Local Public Health Practice. The Local Health Department's Role in Preparing for and Responding to Natural Disasters and Other Public Health Threats. Defining and Promoting Local Public Health.	Hartford, CT	5 days / 3 employees	Mileage	
				Airfare	$2,400
				Meals	$1,050
				Lodging	$3,600
				Other Costs	$300
				Total	$7,350
GDEM Preparedness Conference	To enhance cooperation and success between federal, state and local agencies in the US/Mexico Border. Collaborate with other emergency agencies to work together in the event of a public health emergencies. Mileage 400 miles x .51 = 204	San Antonio	4 days/ 2 employees	Mileage	$204
				Airfare	
				Meals	$312
				Lodging	$600
				Other Costs	$50
				Total	$1,166
Intergrated Medical, Public Health, Preparedness and Response Training Summit	To enhance cooperation and success between federal, state and local agencies in the Hidalgo County. Collaborate training information with other emergency agencies, Health Departments and hospitals. This will give us the knowledge to be able to train our jurisdiction in the event of a public health emergency.	Nashvile TN	5 days / 3 employees	Mileage	
				Airfare	$2,400
				Meals	$1,050
				Lodging	$3,600
				Other Costs	$300
				Total	$7,350
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
TOTAL FROM TRAVEL SUPPLEMENTAL CONFERENCE/WORKSHOP BUDGET SHEETS					$0

Revised: 7/6/2009

Total for Conference / Workshop Travel $15,866

Other / Local Travel Costs

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
TOTAL FROM TRAVEL SUPPLEMENTAL OTHER/LOCAL TRAVEL COSTS BUDGET SHEETS					$0

Total for Other / Local Travel $0

Other / Local Travel Costs: $0 **Conference / Workshop Travel Costs:** $15,866 **Total Travel Costs:** **$15,866**

Indicate Policy Used: **Respondent's Travel Policy** XXXXXX **State of Texas Travel Policy**

Revised: 7/6/2009

FORM I-3: EQUIPMENT AND CONTROLLED ASSETS Budget Category

Detail Form

Legal Name of Respondent: Hidalgo County

Itemize, describe and justify the list below. Attach complete specifications or a copy of the purchase order. See attached example for equipment definition and detailed instructions to complete this form.

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total
Item 1. A X I S P 5 5 2 2 - E P T Z Dome Network C A M E R A Mfg#: AXI-0422-004 Contract: TCPN TECHNOLOGY SOLUTIONS R5106	For the Communication Trailer. To enhance the view of the outside perimeter on an event of disaster, from the trailer. (IC)	2	$1,943	$3,886
		0	$0	$0
		0	$0	$0
		0	$0	$0
		2	$0	$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
TOTAL FROM EQUIPMENT SUPPLEMENTAL BUDGET SHEETS				$0

Total Amount Requested for Equipment: **$3,886**

Revised: 7/6/2009

FORM I-4: SUPPLIES Budget Category Detail Form

Legal Name of Respondent: Hidalgo County

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable.** Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) See attached example for definition of supplies and detailed instructions to complete this form.

Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	**Purpose & Justification**	**Total Cost**
Office Supplies: Pens, pencils, pencil sharpeners, paper clips, rulers, staples, calendars, forms, etc. Includes consumables for office equipment (like drums for printers & Fax). various office supplies	For everyday function for the Emergency Preparedness Team. No single item will be purchase over $499.00	$548
Paper Supplies:	For everyday function for the Emergency Preparedness Team. No single item will be purchase over $499.00	$100
H P Memory - 2 G B - DIMM 240-pin-DDR2 Mfg#: CPR-450260-B21	To upgrade the performance on the server to support the e-mail archiving capacity.	$83
H P Midline - hard drive - 1 TB - SATA-300 Mfg#: CPR-454146-B21-- 2 @ $348.00	1Tera- Byte capacity necessary to provide the storage needed for PHEP Division's emails this will increase the server capacity.	$697
Microsoft Windows 7 Ultimate-Complete Package	Operating System needed to run the Server which will support the archiving of the PHEP Division's emails in order to comply with HIPPA guidelines.	$315
	TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEETS	$0

Revised: 7/6/2009

Total Amount Requested for Supplies:	**$1,743**

FORM I-5: CONTRACTUAL Budget Category Detail Form

Legal Name of Respondent: Hidalgo County

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates $100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e., Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e., hourly rate, unit rate, lump sum amount)	TOTAL
TEEX - Texas Engineering Extension Service	Table Top Exercise	SNS Point of Dispensing for Medical Readiness for Patient tracking via electronic scanning for Medical services.	Lump Sum	1	$51,312.00	$51,312
TO BE DETERMINED	Connectivity of a Surveillance Syndrome System within Hidalgo County based Hospitals and ISD's. Selection will based upon which connectivity is agreed upon by both parties and is in consensus by each.	Utilize the most prudent means of connectivity for enhancing the surveillance and epidemiologic activities within Hidalgo County. Funding will provide five connections of Hidalgo County based hospitals. If two of the hospitals do not connect we will substitute two ISD's which can also provide surveillance related activities. This will enhance the South Texas border's picture of local and international health. As advised by CDC this will support our capability to monitor and to prepare for biological events.	Per Hospital/ ISD	5	$15,000.00	$75,000
						$0
						$0
						$0

						$0
						$0
						$0
						$0
					TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS	$0

Total Amount Requested for CONTRACTUAL: **$126,312**

FORM I-6: OTHER Budget Category Detail Form

Legal Name of Respondent: Hidalgo County

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost per unit)]	Purpose & Justification	Total Cost
Registration	Needed for conferences and trainings (SEE TRAVEL). NACCHO CONFERENCE: $535.00 @ 3 EMPLOYEES = 1,605.00; GDEM PERPAREDNESS CONFERENCE: $150.00 @ 2 EMPLOYEES = $300.00; INTERGRATED MEDICAL, PUBLIC HEALTH, PREPAREDNESS AND RESPONSE TRAINING SUMMIT: $200.00 @ 3 EMPLYEES = $600.00.	$2,505
MailArchiva - License Mfg#: IPS-ML-6385-0208	State of Texas Guidelines indicate: E-mails that may relate to open records and public information requests cannot be immediately deleted and must be stored for at least 2 years. A centralized server will have the archiving software in order to support this capability for the PHEP Division. This is the license. Enables our organization to comply with US and EU legislation such as SOX and HIPAA	$3,656
	TOTAL FROM OTHER SUPPLEMENTAL BUDGET SHEETS	$0

Revised: 7/6/2009

Total Amount Requested for Other:	**$6,161**

FORM I-1: PERSONNEL Budget Category Detail Form (Match)

Legal Name of Respondent: Hidalgo County

PERSONNEL Functional Title + Code E = Existing or P = Proposed	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Chief Administrative Officer	N	In-Kind -- Directs and organize program PHEP activates; reviews program goals and objectives that support the strategic plan; to identify problem, evaluates alternatives, and implements effective solutions; reviews and evaluates policies and procedures for emergency planning; ensure effective communication with other agencies and partners. Services as one of the primary and/or secondary staff for NIMS core functional roles with the PHEP division	0.24	N	$9,029.00	5	$10,835
IT Specialist	N	In-Kind --Performs technical automated data systems support work by way of several different software applications. Will setup hardware, software and do routine maintenance. Continue to build and update Health Alert Network database, test and document the technological infrastructure. Assist in developing in house SQL Database Applications. Design and deploy a 24/7 health alert system using at least 2 different modes of communication.	0.13	N	$3,749.22	5	$2,437
							$0
							$0
							$0
							$0
							$0

							$0
							$0
							$0
							$0
							$0
							$0
							$0
					SalaryWage Total		$13,272

FRINGE BENEFITS Itemize the elements of fringe benefits in the space below:

FICA - 7.65% = Retirement - 9.60% Unemployment - 0.50% Worker's Comp. - 1.32% Health Insurance - 11% Life Insurance - .03%--

	Fringe Benefit Rate %	30.10%
	Fringe Benefits Total	$3,995

Revised: 7/6/2009

AI-31022 **12. C.**

CC REGULAR

Meeting Date: 02/21/2012

Department Head: Eddie Olivarez

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting authorization to apply for the Cancer Prevention Microgrant from the Cancer Prevention & Research Institute of Texas. The goal of this program is to reduce overall cancer incidence and mortality due to cancer risk factors and lack of access to and delivery of preventive services.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:**

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

BUDGETARY IMPACT:

No local matching funds required.
Authorization to apply...

Attachments

RFP

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/09/2012 04:09 PM
Manuel Chapa	Manuel Chapa	02/10/2012 01:16 PM
Purchasing Department	Angela Garcia	02/17/2012 03:50 PM

Form Started By: Mike Escaname Started On: 02/09/2012 03:02 PM

Final Approval Date: 02/17/2012

CANCER PREVENTION & RESEARCH INSTITUTE OF TEXAS

REQUEST FOR APPLICATIONS

RFA P-12-CPMG-1

Cancer Prevention Microgrants

FY 2012

Fiscal Year Award Period
September 1, 2011 – August 31, 2012

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RFA VERSION HISTORY

Rev 11/23/11 RFA release

Rev 1/12/12 Section 4.2.6, Additional Documents and Information

- Submission format of Specific Aims changed from PDF to text entry

1. ABOUT CPRIT

In 2007, the State of Texas established the Cancer Prevention and Research Institute of Texas (CPRIT) by constitutional amendment. CPRIT began operations in 2009. CPRIT may issue $3 billion in general obligation bonds over 10 years to fund grants for cancer research and prevention.

CPRIT is charged by the Texas Legislature to:

- Create and expedite innovation in the area of cancer research and product or service development, thereby enhancing the potential for a medical or scientific breakthrough in the prevention, treatment, and possible cures for cancer;
- Attract, create, or expand research capabilities of public or private institutions of higher education and other public or private entities that will promote a substantial increase in cancer research and in the creation of high-quality new jobs in the State of Texas;
- Continue to develop and implement the Texas Cancer Plan by promoting the development and coordination of effective and efficient statewide public and private policies, programs, and services related to cancer and by encouraging cooperative, comprehensive, and complementary planning among the public, private, and volunteer sectors involved in cancer prevention, detection, treatment, and research.

2. FUNDING OPPORTUNITY DESCRIPTION

2.1. Summary

Some types of cancer can be prevented, and the prospects for surviving cancer continue to improve. CPRIT will foster prevention of cancer in Texas by providing financial support for a wide variety of projects relevant to cancer prevention, risk reduction, early detection, and survivorship. This RFA solicits applications for relatively short-term projects (up to 24 months). Applicants may propose programs focusing on improving systems and removing barriers that will increase the delivery of primary prevention services for all cancers and/or screening services (secondary prevention) for breast, cervical, and colorectal cancers.

The purpose of this grant mechanism is to support organizations proposing evidence-based strategies in areas of the State that have populations with great need or high incidence and/or mortality rates, but that may lack the infrastructure to carry out prevention programs or services that are larger in scope. This RFA encourages traditional and nontraditional partnerships and leveraging of existing resources and dollars from other sources.

CPRIT's grants are intended to fund prevention interventions that have a demonstrated evidence base and are culturally appropriate for the target population. CPRIT's Web site provides links to resources for evidence-based strategies, programs, and clinical recommendations for cancer prevention and control. To access this information, visit http://www.cprit.state.tx.us/prevention/resources-for-cancer-prevention-and-control.

CPRIT recognizes that evidence-based interventions have been developed but not implemented in all populations or service settings. In such cases, other forms of evidence (e.g., preliminary evaluation or pilot project data) that the proposed intervention is appropriate for the population and has a high likelihood of success must be provided.

CPRIT expects measurable outcomes of supported activities. For microgrants, CPRIT will consider measurable outcomes on a project-specific basis.

2.2. Program Objectives

Background: Cancer is the second leading cause of death in the United States and Texas. It is estimated that more than 107,000 Texans will be diagnosed with cancer and approximately 38,000 Texans will die of cancer during 2011.[1] The risk of developing many cancers can be reduced by personal behavior changes (e.g., smoking cessation, improved nutrition, and increased physical activity). Some cancers can be prevented if tissue changes are detected early and the tissues are removed at a precancerous stage (e.g., precancerous colon polyps or precancerous changes in cervical tissue.) Research has shown that several types of cancer can be "cured" if detected during early stages of development and treated promptly and appropriately. Other cancers can be controlled for many years with appropriate treatment and support services.

Scope: The ultimate goal of this program is to reduce overall cancer incidence and mortality due to cancer risk factors and lack of access to and delivery of preventive services. CPRIT is seeking unique and innovative projects in the geographic areas of Texas with higher cancer incidence, mortality rates, or prevalence of risk factors and with a lack of infrastructure or resources to carry out prevention programs or services that are larger in scope.

Reducing Cancer Risk Factors and Increasing Delivery of Prevention Services

CPRIT seeks to support *community-based organizations, health departments, coalitions, or similar organizations* in creating projects and partnerships that can positively influence local systems and/or policy to reduce cancer-related health risks (e.g., change in worksite smoking environment) and increase access to and delivery of cancer prevention services (e.g. increase screening rates). Rural areas and some community-based organizations and clinics have unique challenges in delivering primary prevention services for all cancers (e.g., human papillomavirus vaccines, interventions for tobacco cessation, alcohol misuse, and obesity) and screening services for breast, cervical, and colorectal cancer. CPRIT seeks to support projects that remove barriers to access and delivery of prevention services by addressing system, policy, or other changes. This RFA solicits applications for projects that will increase delivery of evidence-based primary prevention services, and secondary prevention services such as screening and/or diagnostic services for colorectal, cervical, and/or breast cancer. CPRIT's priority is to increase access and delivery in rural and underserved areas and to underserved populations.

Examples of projects aimed at reducing cancer-related risk factors and/or increasing delivery of screening and primary prevention services that would be appropriate for this RFA include, but are not limited to, the following:

- Use of patient navigators/case managers to increase intake and followup for screening, diagnostics, and treatment services
- Provision of transportation to screening or other preventive services (not for patients in treatment)
- Creation of needed systems change to ensure that all clients who come through the system are assessed and followed (e.g., by implementing patient reminder systems and ensuring a culturally appropriate, patient-friendly environment, etc.)
- Increasing use and access to tobacco cessation interventions (e.g., changes to systems or processes that would increase the use of cessation intervention, such as provider reminder systems or reducing client out-of-pocket costs for cessation therapies;
- Reducing/preventing tobacco use initiation (e.g., by mass media campaigns combined with policy change and education programs); and
- Reducing exposure to environmental tobacco smoke (e.g., by smoking bans and restrictions or policy change enacting tobacco-free campuses of public or private organizations).

2.3. Award Description

The **Cancer Prevention Microgrants** award mechanism seeks to fund projects that can positively influence local policy or systems change affecting social norms to reduce cancer risk factors as well as projects that can greatly improve delivery of primary prevention and early detection (secondary prevention) services for breast, cervical, and colorectal cancers. Partnerships with other organizations that can support and leverage resources are encouraged. The proposed project should strive to reach and serve as many people as possible. The budget should be proportional to the number of individuals served.

Under this RFA, CPRIT will **not** consider:

- **Payment for the delivery of clinical preventive services (e.g., cost of vaccines or screenings) to the public.** However, applicants must assist participants in securing access to any preventive services that are being promoted. Applicants interested in including payment for the delivery of evidence-based services should submit applications under the Evidence-Based Cancer Prevention Services (EBP) RFA.
- **Lobbying efforts**. Grant funds may not support any efforts to engage in any political activities or lobbying including, but not limited to, support of or opposition to political candidates, ballot initiatives, referenda, or other similar activities.
- **Treatment of cancer**. While education on treatment options and access to treatment are important in reducing mortality from cancer, this award mechanism *will not address treatment of cancer.*
- **Prevention research**. Research will not be funded through this award mechanism. Applicants interested in research should review CPRIT's Research RFAs (available at http://www.cprit.state.tx.us). Refer to Appendix A and to the Centers for Disease Control and Prevention's (CDC's) document (http://www.cdc.gov/od/science/integrity/docs/cdc-policy-distinguishing-public-health-research-nonresearch.pdf) for guidance in defining prevention research and nonresearch.

2.3.1. Priority Areas

Applications addressing any cancer type(s) that are responsive to this RFA will be considered for funding. However, for screening services, special consideration will be given to applications that focus on screening and early detection of breast, cervical, and/or colorectal cancer.

Target Populations: Priority populations are the primary focus for CPRIT-funded public education and outreach efforts. Priority populations are subgroups who are disproportionately affected by cancer. Priority populations include, but are not limited to, the following:

- Underinsured and uninsured individuals
- Geographically or culturally isolated populations
- Medically unserved or underserved populations
- Populations with low health literacy skills
- Geographic regions of the State with higher prevalence of cancer risk factors (e.g., obesity, tobacco use, alcohol misuse, unhealthy eating, and sedentary lifestyle)
- Racial, ethnic, and cultural minority populations
- Any other populations with low screening rates, high incidence rates, and high mortality rates, specifically:
    - Underinsured and uninsured individuals aged 50 years and older who have never been screened for colorectal cancer
    - Women who have never been screened for cervical cancer or have not been screened in the past 5 years
    - Women aged 40 years and older who have not received a mammogram within the past 5 years

The project must serve individuals who are not eligible for other programs or benefits covering the same services proposed in the application.

2.3.2. Specific Areas of Interest

Applications addressing any area of primary or secondary cancer prevention that are responsive to this RFA will be considered. However, CPRIT has identified the following areas of interest for this cycle of awards.

Primary Prevention:

Tobacco Prevention and Control

CPRIT is interested in applications focused on areas of the State:

- That have higher smoking rates per capita than other areas of the State;
- Where local tobacco-free ordinances have not been enacted but there is strong support for change by local leadership;

- Where funds for tobacco use control efforts are not readily accessible from other sources; or
- Where there are existing community coalitions centered on tobacco policy change.

HPV Vaccination

All evidence-based primary prevention services (e.g., vaccines, healthy eating/weight, avoidance of alcohol misuse) will be considered; however, CPRIT is especially interested in applications to increase access to and delivery of the human papillomavirus vaccine.

Secondary Prevention:

Increasing Delivery of Screening Services for Breast, Cervical, and Colorectal Cancers

There is sufficient evidence that the provision of age-appropriate, comprehensive preventive services for breast, cervical, and colorectal cancers to eligible men and women reduces overall disease incidence and mortality.[2,3,4] Applicants should select preventive services using evidence-based national clinical guidelines from the U.S. Preventive Services Task Force or the American Cancer Society.

2.3.3. Outcome Metrics

The applicant will be expected to describe final outcome measures for the project. The ultimate goal of this award is to reduce overall cancer incidence and mortality. Interim measures that are associated with this goal are expected to be identified and will serve as a measure of program effectiveness and public health impact. Applicants are required to clearly describe their assessment and evaluation methodology and to provide baseline data describing how funds from the CPRIT grant will improve outcomes over baseline. In the case where no baseline data exist for the target population, the applicant must present clear plans to collect the baseline data at the beginning of the proposed project.

Outcome measures should include, but are not limited to, the following:

- Estimated number of people affected by successful adoption of changes in systems or policies in the community
- Increase over baseline in the number of persons taking advantage of age-appropriate preventive services (e.g., number enrolled in smoking cessation programs)
- Increase over baseline in the number of underserved, eligible men and women in a defined service area receiving primary preventive, screening, or diagnostic services; case management; or other evidence-based, age-appropriate preventive services
- Qualitative assessment of processes, system improvements, and their effectiveness in providing preventive services to or reducing health risks of the target population

2.4. Eligibility

2.4.1. Applicant Organization

The applicant must be a Texas-based entity, such as a community-based organization, health institution, government organization, public or private company, college or university, or academic health institution.

The applicant may submit more than one application, but each application must be for distinctly different programs without overlap in the programs provided. Applicants who do not meet this criterion will have all applications administratively withdrawn without peer review.

If the applicant or a partner is an existing Department of State Health Services (DSHS) contractor (e.g. tobacco coalition, current Breast and Cervical Cancer Services (BCCS) program provider or other), CPRIT funds may not be used as a match, and the application must explain how this grant complements or leverages existing State and Federal funds. DSHS contractors who also receive CPRIT funds must be in compliance with and fulfill all contractual obligations within CPRIT. CPRIT and DSHS reserve the right to discuss the contractual standing of any contractor receiving funds from both entities.

Collaborations are permitted and encouraged, and collaborators may or may not reside in Texas. However, collaborators who do not reside in Texas are not eligible to receive CPRIT funds. Subcontracting and collaborating organizations may include public, not-for-profit, and for-profit entities. Such entities may be located outside of the State of Texas, but non-Texas–based organizations are not eligible to receive CPRIT funds.

CPRIT grants will be awarded by contract to successful applicants. CPRIT grants are funded on a reimbursement-only basis. Certain contractual requirements are mandated by Texas law or by administrative rules. Although applicants need not demonstrate the ability to comply with these contractual requirements at the time the application is submitted, applicants should make themselves aware of these standards before submitting a grant application. Significant issues addressed by the CPRIT contract are listed in Section 6. All statutory provisions and relevant administrative rules can be found at http://www.cprit.state.tx.us.

2.4.2. Resubmission

An application previously submitted to CPRIT but not awarded funding may be resubmitted one time. All resubmitted applications should be carefully reconstructed; a simple revision of the prior application with editorial or technical changes is not sufficient, and applicants are advised not to direct reviewers to modest changes. Applicants preparing a resubmission should use up to half of the first page of the 15-page Project Plan to describe the approach to the resubmission.

2.4.3. Competitive Renewal

A previously funded CPRIT project may be resubmitted to continue or expand activities related to that award. Applicants must complete the Renewal Justification form in addition to a full application and provide information on the impact and progress of the previously awarded CPRIT grant. The application for competitive renewal should also describe how the application for renewal is different (if applicable) from the previous CPRIT award. Applications for competitive renewal will be subject to the same competitive peer review process as new applications. To avoid overlap in funding, applicants should time the submission of applications for renewal so that the contract execution date (listed in Section 3 Key Dates) of the renewal project comes after the contract expiration date of the previous CPRIT award. Applications for renewal submitted in response to a CPRIT RFA that has a contract execution date that comes before the contract expiration date of the previous CPRIT award will be administratively withdrawn. An application is considered for competitive renewal if submitted under the same mechanism for which the previous CPRIT award was funded.

2.4.4. Program Management

A designated Program Director (PD) will be responsible for the overall performance of the funded project. The PD must have relevant education and management experience and must reside in Texas during the project performance time.

The evaluation of the project must be headed by a professional who has demonstrated expertise in the field (e.g., qualitative or quantitative statistics) and who resides in Texas during the time the project is conducted. CPRIT encourages applicants to involve such a designated professional early in planning and preparation of the application. The applicant may choose to contract for these services if needed; the project budget should reflect these services.

2.5. Funding Information

Applicants may request any amount of funding up to a maximum of $150,000 in total funding over a maximum of 24 months.

Grant funds may be used to pay for salary and benefits, project supplies, equipment, costs for outreach and education of populations, and travel of project personnel to project site(s). Equipment requests ($5,000 and above) will receive a case-by-case evaluation and be carefully scrutinized. Requests for funds to support construction, renovation, or any other infrastructure needs are not appropriate for this mechanism, nor are requests to support lobbying or to attend out-of-state professional meetings. Grantees may request funds for travel for two project staff to attend CPRIT's annual conference.

The budget should be proportional to the number of individuals receiving services and/or being affected by policy/systems change. In addition, CPRIT seeks to fill gaps in funding rather than replace existing resources or provide support for projects where funds are readily available from other sources. Furthermore, CPRIT funds may not be used for any costs under this award that should be billed to any other funding source.

3. KEY DATES

RFA

RFA release	November 23, 2011

Application

Online application opens	December 15, 2011, 7 a.m. Central Time
Application due	February 21, 2012, 3 p.m. Central Time
Application review	March–May 2012

Award

Award notification	July 2012
Anticipated start date	August 31, 2012

4. SUBMISSION GUIDELINES

4.1. Online Submission

Applications must be submitted via the CPRIT Application Receipt System (CARS) at https://CPRITGrants.org. **Only applications submitted at this portal will be considered eligible for review.** The PD must register to start an application. Detailed instructions for submitting an application will be posted on CARS beginning December 15, 2011.

4.1.1. Key Terms

People/Professionals Reached: Number of members of the public and/or professionals reached via non-interactive public or professional education and outreach activities, such as mass media efforts, brochure distribution, public service announcements, newsletters, and journals. Include individuals that would be reached through activities that are directly funded by CPRIT **and also** include individuals that would be reached through activities that occur as a direct consequence of the CPRIT-funded project's leveraging of other resources/funding to implement the CPRIT-funded project.

People/Professionals Served: Number of members of the public and/or professionals served via direct, interactive public or professional education, outreach, training, or clinical service delivery, such as live educational and/or training sessions, vaccine administration, screening, diagnostics, case management services, and physician consults. Include individuals that would be served through activities that are directly funded by CPRIT and also include individuals that would be served through activities that occur as a direct consequence of the CPRIT-funded project's leveraging of other resources/funding to implement the CPRIT-funded project (e.g., X people screened for cervical cancer after referral to Y indigent care program as a result of CPRIT-funded navigation services performed by the project).

Goals: Broad statements of general purpose to guide planning. These should be few in number and focus on aspects of highest importance to the project.

Objectives: Objectives provide specific, measurable, actionable, realistic and timely projections for outputs and outcomes. Example: "Increase screening service provision in X population from Y% to Y% by 20ZZ." Baseline data for the target population must be included as part of the objectives.

Activities: Should list the who, what, when and where of how each objective will be accomplished.

Evidence-based Program: A program that is validated by some form of documented research or applied evidence. CPRIT's Web site provides links to resources for evidence-based strategies, programs, and

clinical recommendations for cancer prevention and control. To access this information, please visit http://www.cprit.state.tx.us/prevention/resources-for-cancer-prevention-and-control.

4.2. Application Components

Refer to the Instructions for Applicants document for detailed information and guidance on application components.

4.2.1. Application Signing Official (ASO) Requirement

In addition to the PD, an ASO (a person authorized to sign and submit the application for the organization) must create a user account in CARS. If the same person serves as both PD and ASO, a separate account must be set up for each role. An application may not be submitted without ASO approval.

4.2.2. Grants Contract/Office of Sponsored Projects Official Requirement

The Grants Contract/Office of Sponsored Projects Official (the individual who will manage the grant contract if an award is made) must also create an ASO-type user account in CARS. In some organizations without an Office of Sponsored Projects, the roles of PD and/or ASO as well as Grants Contract Official may be assigned to the same individual.

4.2.3. Abstract and Significance (5,000 characters)

Clearly explain the problem(s) to be addressed and the approach(es) to the solution. The abstract and significance statement should clearly and succinctly address how the application is responsive to this RFA. Initial compliance decisions are based upon review of this statement. The required abstract format is as follows (use headings as outlined below):

- **Need:** Include a description of need in the specific service area. Include rates (e.g., incidence of targeted cancer, mortality, and screening) in the service area compared to overall Texas rates. Describe barriers, plans to overcome these barriers, and the target population to be served.
- **Overall Project Strategy:** Describe the project and how it will address the identified need. Clearly explain what the project is and what it will specifically do. For example, summarize the services to be provided, the process/system for delivery of services and outreach to the targeted population, components of the project, or the like.
- **Specific Goals:** State very specifically the overall goals of your proposed project; include the estimated overall numbers of people (public and/or professionals) reached and people (public and/or professionals) served.

- **Innovation:** Describe the creative components of the proposed project. How does it differ from or improve upon the current program or services being provided?
- **Significance and Impact:** Explain how the proposed project, if successful, will have a unique and major impact on cancer prevention and control for the population proposed to be served and for the State of Texas in general.

4.2.4. Layperson's Summary (3,000 characters)

Provide a layperson's summary of the proposed work. Describe, in very simple and nontechnical terms, the overall goals of the proposed work, the type of cancer addressed, the potential significance of the results, and the impact the work would have on cancer prevention and control. The information provided in this summary will be made publicly available by CPRIT, particularly if the application is recommended for funding. Do not include any proprietary information in the layperson's summary.

4.2.5. Project Plan (15 pages maximum; fewer pages permissible)

Background: Briefly present the rationale for the proposed project, emphasizing the critical barriers to affecting cancer-related risk factors and the delivery of primary preventive and screening services that will be addressed. Pilot project evaluation data are not required; however, baseline data (e.g., tobacco use or screening and detection rates and stage at diagnosis for breast, cervical, or colorectal cancer) for the target population and target service area are required. Describe innovative components of the proposed project. Clearly demonstrate the ability to implement the policy and/or systems change and to provide the proposed service. Clearly describe how results will be an improvement over baseline, and demonstrate the ability to reach the target population. Because reviewers are non-Texans, describe the geographic region of the State that the project will serve; maps are appreciated.

Specific Aims: Itemize the specific goals, objectives, and activities of the proposed project. Define the target population and provide baseline data for the target population. If no baseline data exists, clearly describe plans to collect baseline data.

Components of the Project: Clearly describe the need, educational design, delivery method, and evidence base (provide references) for the method selected as well as instructors and anticipated results. Describe why this project is nonduplicative or unique. Applicants must clearly describe plans to ensure access to preventive services (i.e., navigation to screenings, vaccine, survivorship services) in their proposal.

Evaluation Strategy: Describe the impact on ultimate outcome measures (e.g., reduction of cancer incidence, mortality, and morbidity) and interim outcome measures (e.g., increase in the proportion of individuals receiving cancer screening, increase in the number of individuals demonstrating personal health behavior change) as outlined in Section 2.3.3. Describe the plan for outcome measurements, including data collection and management methods, statistical analyses, and anticipated results. Evaluation and reporting of outcomes are critical components of this RFA and must be headed by a professional who has demonstrated expertise in the field. Applicants should budget accordingly for the evaluation activity and should involve that professional in the conceptualization and planning of the evaluation of the program during application preparation.

Organizational Capacity and Sustainability: Describe the organization and its track record for providing services. Include information on the organization's financial stability and viability. To ensure access to preventive services and reporting of services outcomes, applicants should demonstrate they have provider partnerships and agreements (via memorandums of understanding) or commitments (via letters of support) in place. A sustainability plan describing the continuation of the proposed program or service after CPRIT funding has ended must be included.

Replication and Dissemination: Describe how the project lends itself to replication by other communities in the State. Describe plans for dissemination of project results. Dissemination of project results and outcomes, including barriers encountered and successes achieved, is critical to building the evidence base for cancer prevention and control efforts in the State. Dissemination methods can include, but are not limited to, presentations, publications, abstract submissions, professional journal articles, etc.

4.2.6. Additional Documents and Information

Budget and Justification (complete online): Provide a brief outline and detailed justification of the budget for the entire proposed period of support, including salaries and benefits, travel, equipment, supplies, contractual expenses, education and outreach expenses, and other expenses. CPRIT funds will be distributed on a reimbursement basis (see the Instructions for Applicants document for budget guidance).

- **Cost per Person Served**: The cost per person served will be automatically calculated from the total cost of the project divided by the number of people (public and/or professionals) served.
- **Personnel**: The individual salary cap for CPRIT awards is $200,000 per year.

- **Travel**: Program Directors and related project staff are expected to attend CPRIT's annual conference. CPRIT funds may be used to send up to two people to the conference.
- **Equipment**: Equipment requests ($5,000 per unit and above) will be carefully evaluated on a case-by-case basis and must be specifically approved by CPRIT if the project is funded. Justification must be provided for why funding for this equipment cannot be found elsewhere; CPRIT funding should not supplant existing funds. A sustainability plan must be submitted for both the equipment and delivery of corresponding services as a result of the equipment purchase. Cost sharing of equipment purchases is strongly encouraged.
- **Other Expenses**:

  Incentives: Use of incentives, or positive rewards used to change or elicit behavior, are allowed; however, incentives may only be used based on strong evidence of their effectiveness for the purpose and in the target population identified by the applicant. CPRIT will not fund cash incentives. The maximum dollar value allowed for an incentive per person, per activity or session, is $25.

Applications requesting more than the maximum allowed cost (total costs) as specified in Section 2.5 will be administratively withdrawn from consideration.

Specific Aims (complete online): List goals and objectives for the project.

Project Timeline: Provide a project timeline for project activities that includes deliverables and dates.

People/Professionals Reached and Served (complete online): Provide the estimated overall number of people/professionals to be reached and people/professionals to be served by the funded project. Provide an itemized list of activities/services, with estimates, that led to the calculation of the overall estimates provided. Refer to Section 4.1.1 for definitions of People/Professionals Reached and People/Professionals Served.

Collaborating Organizations (complete online): List all key participating organizations that will partner with the applicant organization to provide one or more components essential to the success of the program (e.g. evaluation, clinical services, recruitment to screening, etc.).

Renewal Justification (if applicable, download template): For applicants applying for funding to continue activities related to a previous CPRIT award. Refer to Section 2.4.3 for information regarding competitive renewals.

References: Provide a concise and relevant list of references cited for the application. The successful applicant will provide referenced evidence of need and literature support for the proposed education and outreach methods.

Current and Pending Support (download template): Applicants should list, if applicable, all current and pending awards/grants from State, Federal, nonprofit, and other sources that would extend or complement the proposed project. This allows the applicant to demonstrate how other funds would be leveraged to implement the proposed work. Using the template provided in the online application system, provide the funding source, amount, status (pending or awarded), duration, and a two-line summary of the use of the funds for each current or pending award/grant.

Letters of Support: Applicants should provide letters of support and/or memorandums of understanding from community organizations, key faculty, or any other component essential to the success of the program. For example, if the goal is to provide education to rural, community-based professionals, the applicant should provide letters of support demonstrating access to navigation and/or preventive services. These letters should be included and uploaded in the application; do not send any letters directly to the CPRIT office.

PD Biographical Sketch (download template): As part of his/her user profile, the PD should provide a biographical sketch that describes his or her education and training, professional experience, awards and honors, and publications and/or involvement in health education programs relevant to cancer prevention and/or service delivery. The PD biographical sketch is a part of the PD's user profile and will automatically be incorporated into the application. The PD should NOT provide an additional biosketch as part of the application.

Evaluation Professional Biographical Sketch (download template): The evaluation professional must provide a biographical sketch. The biographical sketch must not exceed two (2) pages.

Biographical Sketches of Key Personnel (download template): Up to three additional biographical sketches for key personnel may be provided. Each biographical sketch must not exceed two (2) pages. Do NOT include a biographical sketch for the PD or Co-PDs in this section.

Applications that are missing one or more of these components, exceed the specified page, word, or budget limits, or do not meet the eligibility requirements listed above will be administratively rejected without review.

5. APPLICATION REVIEW

5.1. Review Process Overview

All eligible applications will be reviewed using a two-stage process: (1) Peer review and (2) programmatic review. In the first stage, applications will be evaluated by an independent review panel using the criteria listed below. In the second stage, applications judged to be meritorious by review panels will be evaluated by the Prevention Review Council and recommended for funding based on comparisons with applications from all of the merit review panels and programmatic priorities. Programmatic considerations may include but not be limited to geographic distribution, cancer type, population served, and type of program or service. Each stage of application review is conducted completely confidentially, and all panel members are required to sign nondisclosure statements regarding the contents of the applications. All panel members will be non-Texas residents and will operate under strict conflict of interest prohibitions. Under no circumstances should institutional personnel and/or individual applicants initiate contact with any member involved in the peer review process (with the exception of staff of the CPRIT Prevention Review Office) regarding the status or substance of the application. Violations of this prohibition will result in the administrative withdrawal of the application.

5.2. Review Criteria

Peer review of applications will be based on primary evaluation criteria (scored) and secondary criteria (unscored), identified below. Review panels consisting of experts in the field as well as consumer advocates will evaluate and score each primary criterion and subsequently assign a global score that reflects an overall assessment of the application. The overall assessment will not be an average of the scores of individual criteria; rather, it will reflect the reviewers' overall impression of the application and responsiveness to the RFA priorities.

5.2.1. Primary Evaluation Criteria

The project will be evaluated on the basis of the following primary criteria. Concerns with any of these criteria potentially indicate a major flaw in the significance and/or design of the proposed project.

Impact and Innovation

- Will the project reach or impact an appropriate number of people based on the budget allocated and the cost of providing the project?
- Does the proposed project address an important problem in cancer prevention and control? Do the proposed project strategies support desired outcomes in cancer incidence, morbidity, and/or mortality?
- Does the proposed project demonstrate creativity, ingenuity, resourcefulness, or imagination? Does it take evidence-based interventions but apply them in innovative ways, going beyond "doing what they've always done" to explore new partnerships, new audiences, improvements to systems?
- Does the program address known gaps in prevention services and avoid duplication of effort?
- Will the project reach or impact an appropriate number of people based on the budget allocated and the cost of providing the project?

Project Strategy and Feasibility

- Are the overall program approach and strategy clearly described and supported by established theory and practice?
- Are the proposed objectives and activities feasible within the duration of the award?
- Are possible barriers addressed and approaches proposed for overcoming them?
- Is the target population clearly described, as well as culturally appropriate methods to reach the target population? Are barriers for the population clearly described and plans to provide culturally appropriate strategies to overcome these barriers clearly addressed?

Organizational Capacity

- Does the organization demonstrate the ability to provide the proposed project? Does the described role of each collaborating organization add value to the project and demonstrate commitment to work together to implement the project?
- Have the appropriate personnel been recruited to implement, evaluate, and complete the project?

Sustainability

- Is the organization structurally and financially stable and viable?
- Are there feasible plans to sustain the project beyond the funded timeframe of this award?
- If applicable, are there feasible plans to integrate the project into existing and sustainable systems?

Outcomes Evaluation

- Does the application provide a clear and appropriate plan for data collection and management, statistical analyses, and interpretation of results to follow, measure, and report on the project's outcomes?
- Are the proposed outcome measures appropriate for the project, and are the expected changes significant?
- Do clear baseline data exist for the project, or are clear plans included to collect baseline data at the beginning of the proposed project?

5.2.2. Secondary Evaluation Criteria

Secondary criteria contribute to the global score assigned to the application. Lack of information or clarity on these criteria may result in a lower global score.

- **Budget**: Is the budget appropriate and reasonable for the proposed scope of work? Is each budget item adequately justified? Is the cost per person served appropriate and reasonable? Is the project a good investment of Texas public funds?
- **Potential for Replication:** Does the project lend itself to replication by others in the State? If so, does the application adequately describe a plan for doing so?
- **Dissemination:** Are plans for dissemination of the project's results clearly described?

6. AWARD ADMINISTRATION

Texas law requires that CPRIT awards be made by contract between the applicant and CPRIT. Award negotiation will commence once the applicant has accepted an award. Texas law specifies several components that must be addressed by the award contract, including needed compliance and assurance documentation, budgetary review, and terms relating to intellectual property rights. These contract provisions are specified in CPRIT's administrative rules, which are available at http://www.cprit.state.tx.us.

All CPRIT awards will be made to institutions or organizations, not to individuals. If the PD changes organizations or institutional affiliation during the time period of the award, a written request must be submitted to CPRIT to transfer the award to the new institution or organization. If the award is not transferred, the applicant institution or organization may be required to provide evidence of the qualifications of the new PD in order to maintain awarded funding.

CPRIT requires the PD of the award to submit annual reports. These reports summarize the progress made toward project goals and address plans for the upcoming year. In addition, fiscal reporting and reporting on selected metrics will be required per the instructions to award recipients. Failure to provide timely and complete reports will constitute an event of default of the award contract, which may result in the early termination of the CPRIT award, reimbursement to CPRIT of award funds, and cessation of future funding. Applicants may view prevention quarterly and annual reporting forms, with instructions, by visiting http://www.cprit.state.tx.us/funded-grants/grantee-resources.

7. CONTACT INFORMATION

7.1. HelpDesk

HelpDesk support is available for questions regarding user registration and online submission of applications. Queries submitted via email will be answered within 1 business day. HelpDesk staff are not in a position to answer questions regarding the scope and focus of applications.

Dates of operation:	December 15, 2011 to February 21, 2012 (excluding public holidays)
Hours of operation:	Monday through Friday, 7 a.m. to 4 p.m. Central Time
Tel:	866-941-7146
E-mail:	PreventionHelp@CPRITGrants.org

7.2. Program Questions

Questions regarding the CPRIT program, including questions regarding this or other funding opportunities, should be directed to the CPRIT Prevention Review Office:

Tel:	512-305-8422
E-mail:	PreventionHelp@CPRITGrants.org
Web site:	www.cprit.state.tx.us

8. CONFERENCE CALLS TO ANSWER APPLICANT QUESTIONS

CPRIT will host a webinar to provide an overview of this RFA and a demonstration of the CPRIT Application Receipt System. A programmatic and technical question and answer session will be included. Applicants should sign-up for CPRIT's electronic mailing list at http://www.cprit.state.tx.us to ensure notification of this webinar.

9. RESOURCES

- U.S. Preventive Services Task Force. http://www.ahrq.gov/clinic/uspstfix.htm
- Cancer Control P.L.A.N.E.T. http://cancercontrolplanet.cancer.gov
- National Cancer Institute Research-Tested Intervention Programs. http://rtips.cancer.gov/rtips/index.do
- DSHS Community Tobacco Prevention and Control Toolkit. http://www.dshs.state.tx.us/tobacco/bestpractices
- State Tobacco Activities Tracking and Evaluation (STATE) System (database with up-to-date and historical State-level data on tobacco use prevention and control). http://apps.nccd.cdc.gov/statesystem/HighlightReport
- Best Practices for Comprehensive Tobacco Control Programs, 2007 (resource list on pp. 28–29). http://www.cdc.gov/tobacco/tobacco_control_programs/stateandcommunity/best_practices/pdfs/2007/BestPractices_Complete.pdf
- Texas municipalities' ordinances. http://www.utmb.edu/shsordinances
  Amarillo example. http://www.tfreeamarillo.com
- Tobacco Technical Assistance Consortium. http://www.ttac.org/trainings/index.html
- National Cancer Institute. http://www.cancercontrol.cancer.gov/tcrb
- CEO Cancer Gold Standard™. http://www.cancergoldstandard.org
- Partnership for Prevention® Policy and Advocacy. http://www.prevent.org
- Media campaigns
  http://www.ducktexas.com
  http://www.worthit.org
  http://www.spititouttexas.org
  http://www.cdc.gov/tobacco/media_communications
  Going Smoke Free in Your Workplace/Community. http://www.no-smoke.org/goingsmokefree.php
- Research-Tested Intervention Programs. http://rtips.cancer.gov/rtips/
- American Cancer Society Workplace Solutions. http://www.acsworkplacesolutions.com
- Quit For Life® Program. http://www.quitnow.net/Program

10. REFERENCES

1. Texas Cancer Registry, Cancer Epidemiology and Surveillance Branch, Texas Department of State Health Services, 1100 W. 49th Street, Austin, TX, 78756. http://www.dshs.state.tx.us/tcr/default.shtm or (512) 458–7523.
2. U.S. Preventive Services Task Force. Screening for Breast Cancer: Recommendation Statement. AHRQ Publication No. 10-05142-EF-2, November 2009. http://www.uspreventiveservicestaskforce.org/uspstf09/breastcancer/brcanrs.htm
3. U.S. Preventive Services Task Force. Screening for Cervical Cancer: Recommendations and Rationale. AHRQ Publication No. 03-515A. January 2003. http://www.uspreventiveservicestaskforce.org/3rduspstf/cervcan/cervcanrr.htm
4. U.S. Preventive Services Task Force. Screening for Colorectal Cancer: U.S. Preventive Services Task Force Recommendation Statement. AHRQ Publication 08-05124-EF-3, October 2008. http://www.uspreventiveservicestaskforce.org/uspstf08/colocancer/colors.htm

11. APPENDIX A: DEFINING CANCER PREVENTION AND CONTROL PROGRAMS AND CANCER PREVENTION RESEARCH FOR CPRIT GRANTS

Statute

By Texas statute, 90 percent of dollars available to CPRIT is awarded through CPRIT's Cancer Research Grants Program. The CPRIT Cancer Prevention and Control Grants Program may award up to 10 percent (but not more) of dollars available to CPRIT.

Purpose of CPRIT Prevention Grants Program

Grants funded under the Prevention Grants Program are intended to fund prevention strategies, programs, and services that have a demonstrated evidence base and are culturally appropriate for the target population. An evidence-based strategy is a program or service that is validated by some form of documented research or applied evidence. Links to resources for evidence-based strategies, programs, and clinical recommendations can be found on CPRIT's Web site at http://www.cprit.state.tx.us/prevention/resources-for-cancer-prevention-and-control.

Based upon the above, the Prevention Grants Program will focus on funding:

- The delivery of evidence-based, culturally appropriate education and outreach to the public and to healthcare professionals
- The delivery of evidence-based preventive services
- The adoption and implementation of policy and systems change to address barriers and promote prevention

CPRIT seeks projects that will apply evidence-based strategies, services, or programs in new or innovative ways to increase current rates of recruitment, provision of services, and cancer detection leading to an increase in survival rates.

Eligible projects include:

- Primary prevention (e.g., vaccine-conferred immunity, tobacco control, healthy diet, prevention of alcohol misuse, physical activity, sun protection)
- Early detection/screening (focus on breast, cervical, and/or colorectal cancers)
- Survivorship services (e.g., physical rehabilitation/therapy, psychosocial interventions, navigation services, palliative care)

The Prevention Grants Program seeks to fund innovative ways of delivering evidence-based programs and services that (1) go beyond simply increasing the number of persons educated or trained to

demonstrating and supporting sustainable behavior change and (2) go beyond delivering early detection/screening services to improving systems and cost efficiencies by addressing needed systems and policy change or improvements. Projects should demonstrate measurable public health impact in ways that exceed current performance in a given service area.

In the first 2 years, the amount of funds available for the CPRIT Prevention Grants Program is approximately $22 million per year. To ensure that the prevention funds go toward the delivery of programs and services to the public, a distinction between prevention research (funded under the Research Grants Program) and the delivery of evidence-based prevention services to the public (funded under the Prevention Grants Program) must be made. The Prevention Grants Program does not accept or review prevention research applications. Organizations seeking funding for prevention research should consider submitting to CPRIT's Research Grants Program.

Prevention Research Versus Prevention Programs and Services

The CDC makes the following distinction between public health research and nonresearch:

> The major difference between research and non-research lies in the primary intent of the activity. The primary intent of research is to generate or contribute to generalizable knowledge. The primary intent of non-research in public health is to prevent or control disease or injury and improve health, or to improve a public health program or service.[1]

CPRIT makes the following distinction between prevention research and prevention programs and services.

A project is appropriate for the Prevention Grants Program if:

- The intervention is evidence based.
- The intervention offers a program or service to the public and strives to reach and serve as many people as possible. Cost per person served will be highly variable depending on the project, but the majority of the budget should be for direct program or service delivery. Refer to each RFA; some RFAs, such as those focusing on policy/systems change, may only cover activities to address barriers and may not pay for the delivery of the service being evaluated.

[1] Centers for Disease Control and Prevention. *Distinguishing Public Health Research and Public Health Nonresearch.* Accessed 11/10/10 from http://www.cdc.gov/od/science/integrity/docs/cdc-policy-distinguishing-public-health-research-nonresearch.pdf

- Evaluation is conducted under real-world (rather than controlled) circumstances, in real time, and with regular personnel conducting the interventions, usually without rigid protocols (also may be described as effectiveness research in contrast to efficacy research). Evaluation and reporting of outcomes are critical components of CPRIT-funded projects and must be guided by a professional with demonstrated expertise and experience in the field. Applicants should budget accordingly for this activity.
- The purpose of the evaluation is to assess the success of the project in achieving its objectives (changing behavior, increasing screening rates, and increasing detection of cancers). CPRIT recognizes that, in many cases, evidence-based practices have been developed but not implemented in all populations or all service settings. For applications proposing to evaluate such projects, other forms of evidence (e.g., preliminary evaluation or pilot project data) that the proposed service is appropriate for the population and has a high likelihood of success must be provided. For example, the project may compare evidence-based strategies or evaluate implementation in a new population, but the main objective of the project should be to deliver a program or service to the public that will have a measureable impact on public health. CPRIT strongly encourages award recipients to submit the results and findings from their funded projects for publication in appropriate journals.

A project is appropriate for the Research Grants Program if:

- The primary intent is to generate or contribute to generalizable knowledge.
- The project is conducted using highly controlled, usually randomized, designs (also may be described as efficacy research).

What Kinds of Prevention Research Will Be Eligible for the Research Grants Program?

There is no restriction on the type of research that can be supported by CPRIT's Research Grants Program except that it must be relevant to cancer. Applications will be evaluated based on their significance and importance, their feasibility, the qualifications of the investigator(s), and the like.

Types of prevention research include, but are not limited to:

- Preclinical and clinical research
- Health services research
- Behavioral research
- Intervention research
- Community-based participatory research
- Disease or behavioral surveillance systems research

AI-30998 **12. D.**

CC REGULAR

Meeting Date: 02/21/2012

Department Head: Eddie Olivarez

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Pursuant to HB No. 1884, requesting authorization to accept the transfer of deed from the State of Texas, by and through the Department of State Health Services (Grantor) to Hidalgo County (Grantee) of the approximately 6.31 acres and improvements recently constructed by the Texas Facilities Commission.

BACKGROUND

Attachments

Transfer of Property Letter

Deed Without Warranties

DEEP APPROVAL

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/09/2012 08:01 AM
Manuel Chapa	Manuel Chapa	02/10/2012 02:47 PM
Purchasing Department	Angela Garcia	02/17/2012 03:50 PM

Form Started By: Mike Escaname Started On: 02/08/2012 04:03 PM

Final Approval Date: 02/17/2012

TEXAS HEALTH AND HUMAN SERVICES COMMISSION

THOMAS M. SUEHS
EXECUTIVE COMMISSIONER

February 7, 2012

Mr. Eduardo Olivarez
Chief Administrative Officer
Hidalgo County Health and Human Services
1304 S. 25th Ave.
Edinburg, Tx. 78542

RE: Transfer of Property

Dear Mr. Olivarez:

This letter is in reference to the transfer by deed to Hidalgo County Health and Human Services ("Grantee") of the approximately 6.31 acres and improvements recently constructed by the Texas Facilities Commission. Attached is a proposed deed to be executed by the Department of State Health Services as Grantor to complete the transfer of ownership into your organization. Please have the deed reviewed and reply with any issues or amendments to my attention and I will engage our counsel to assist.

We also want to bring to your attention the following:

1. Grantor under the Deed will not be providing a survey or title policy related to this transfer.
2. Grantor will not be providing any insurance for the property or any improvements.
3. Grantee might incur an ad valorem tax burden as a result of conveyance from State of Texas ownership.

In anticipation of this conveyance, understand that the execution of the deed and related delivery to your organization most likely will not coincide with a possible possession of the property. Understanding that the transfer is not to occur until completion of the construction of the improvements for the provision of outpatient health care services, please have an officer of Grantee provide the following in writing:

1. Completion of the construction of the improvements has been reached.
2. The improvements, including but not limited to mechanical, electrical and plumbing systems are satisfactory to Grantee and suitable for its use.

3. A date whereby Grantee agrees to take possession of the property and will assume all risks. We understand that this date may or may not correspond with the date of delivery of the transfer deed.

We wish you the very best with this property assisting the counties of south Texas. If there are any questions, certainly contact me at 512 206-4507. My email is chris.palmer@hhsc.state.tx.us if you want to email this letter.

Sincerely,

Chris Palmer CCIM, CPM

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATUAL PERSON YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS'S LICENSE NUMBER.

DEED WITHOUT WARRANTIES

DATE:	November XX, 2011
GRANTOR:	The State of Texas, by and through the Department of State Health Services
GRANTOR'S MAILING ADDRESS (including county):	1100 West 49th Street Austin, Texas 78756 Travis County, Texas
GRANTEE:	Hidalgo County, Texas
GRANTEE'S MAILING ADDRESS (including county):	100 N. Closner Edinburg, Texas 78539 Hidalgo County, Texas

CONSIDERATION:

Ten Dollars and other good and valuable consideration paid by the Grantee named above, including an agreement between the Grantor and Grantee that requires Hidalgo County to continuously use the property in a manner that primarily promotes a public purpose of the state.

PROPERTY (including any improvements):

A 6.31 ACRE TRACT OF LAND OUT OF MULTI-PURPOSE FACILITY FOR PRECINCT No. 4 SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 27, PAGE 181, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 2990, PAGE 579, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE EAST LINE OF MULTI-PURPOSE FACILITY FOR PRECINCT No. 4 SUBDIVISION FOR THE SOUTHEAST CORNER OF THIS TRACT, SAID ROD BEARS NORTH 430.00 FEET FROM THE SOUTHEAST CORNER OF MULTI-PURPOSE FACILITY FOR PRECINCT No. 4 SUBDIVISION.

THENCE; WEST, A DISTANCE OF 629.83 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE WEST LINE OF MULTI-PURPOSE FACILITY FOR PRECINCT No. 4 SUBDIVISION FOR THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; ALONG THE WEST LINE OF THE MULTI-PURPOSE FACILITY FOR

PRECINCT No. 4 SUBDIVISION AND ALONG THE ARC OF A CURVE TO THE RIGHT (CURVE DATA: DELTA = 08°19'16", RADIUS = 417.50 FEET), A DISTANCE OF 60.63 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF MULTI-PURPOSE FACILITY FOR PRECINCT No. 4 SUBDIVISION AND AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 36°11'47'E, ALONG THE WEST LINE OF MULTI-PURPOSE FACILITY FOR PRECINCT No. 4 SUBDIVISION, A DISTANCE OF 917.64 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF MULTI-PURPOSE FACILITY FOR PRECINCT No. 4 SUBDIVISION AND AN INTERIOR CORNER OF THIS TRACT.

THENCE; ALONG THE WEST LINE OF MULTI-PURPOSE FACILITY FOR PRECINCT No. 4 SUBDIVISION, AND ALONG THE ARC OF A CURVE TO THE LEFT (CURVE DATA: DELTA = 26°51'18", RADIUS = 76.44 FEET), A DISTANCE OF 37.08 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID TRACT AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; EAST, ALONG THE NORTH LINE OF THE MULTI-PURPOSE FACILITY FOR PRECINCT No. 4 SUBDIVISION, A DISTANCE OF 41.20 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID TRACT AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; SOUTH, ALONG THE EAST LINE OF THE MULTI-PURPOSE FACILITY FOR PRECINCT No. 4 SUBDIVISION, A DISTANCE OF 824.26 FEET TO THE POINT OF BEGINNING AND CONTAINING 6.31 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH MULTI-PURPOSE FACILITY FOR PRECINCT No. 4 SUBDIVISION, RECORDED IN VOLUME 27, PAGE 181, MAP RECORDS, HIDALGO COUNTY, TEXAS.

A 0.436 ACRE TRACT OF LAND OUT OF MULTI-PURPOSE FACILITY FOR PRECINCT No. 4 SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 27, PAGE 181, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 2990, PAGE 579, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD FOUND ON THE NORTH RIGHT OF WAY LINE OF F.M. 2128 AND ON THE EAST LINE OF MULTI-PURPOSE FACILITY FOR PRECINCT No. 4 SUBDIVISION FOR THE SOUTHEAST CORNER OF THIS TRACT, SAID ROD BEARS NORTH, 50.00 FEET FROM THE SOUTHEAST CORNER OF MULTI-PURPOSE FACILITY FOR PRECINCT No. 4 SUBDIVISION.

THENCE; N 89°52'W, ALONG THE NORTH RIGHT OF WAY LINE OF F.M. 2128, A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; NORTH, A DISTANCE OF 379.88 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE; EAST, A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE EAST LINE OF THE MULTI-PURPOSE FACILITY FOR PRECINCT No. 4 SUBDIVISION FOR THE NORTHEAST CORNER OF THIS TRACT.

THENCE; SOUTH, ALONG THE EAST LINE OF THE MULTI-PURPOSE FACILITY

FOR PRECINCT No. 4 SUBDIVISION, A DISTANCE OF 380.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.436 OF AN ACRE OF LAND MORE OR LESS. BEARINGS ARE IN ACCORDANCE WITH MULTI-PURPOSE FACILITY FOR PRECINCT No. 4 SUBDIVISION, RECORDED IN VOLUME 27, PAGE 181, MAP RECORDS, HIDALGO COUNTY, TEXAS.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANT:

Grantor, for the consideration and subject to the Reservations from Conveyance and Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee in fee simple the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, executors, administrators, successors, and assigns forever, without express or implied warranty. All warranties that might arise by common law as well as the warranties in Section 5.023 of the Texas Property Code (or its successor) are excluded. Grantee is further required to continuously use the property and its improvements in a manner that primarily promotes a public purpose of the state. If Grantee fails to use the property in a manner that does not primarily promote a public purpose of the state for more than 180 continuous days, ownership of the property automatically reverts to and be owned by Grantor without the necessity of any further act on the part of Grantor, it being the intent of Grantor to convey a fee simple determinable estate to Grantee.

The Property is conveyed subject to all mineral leases, covenants, reservations, easements, discrepancies in boundary, encroachments, restrictions, statutes, ordinances or exceptions affecting the Property.

GRANTEE, BY ITS ACCEPTANCE HEREOF, ACCEPTS THE PROPERTY IN ITS PHYSICAL CONDITION AS OF THE DATE HEREOF, AS IS, WHERE IS AND WITH ALL FAULTS, AND ACKNOWLEDGES THAT IT HAS NO RECOURSE WHATSOEVER AGAINST GRANTOR WITH RESPECT TO THE PROPERTY. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, WITH RESPET TO THE PHYSICAL CONDITION, USE OR USEFULNESS OF THE PROPERTY OR ANY PORTION THEREOF, AND (1) GRANTOR HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND (2) GRANTOR HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY WITH REGARD TO COMPLIANCE WITH ANY ENVIORNMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIRMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING OR DISPOSAL OF ANY HAZARDOUS WASTE OR SUBSTANCE.

When the context requires, singular nouns and pronouns include the plural.

The State of Texas, by and through the Department of State Health Services

By: _____

David L. Lakey, M.D., Commissioner

From: Steve Crain
To: 'eddie.olivarez'
Date: Wednesday, February 15, 2012 4:47:36 PM
Subject: HHHS Deed

Eddie: We have reviewed and approved the deed from HHHS to the County for the substance abuse facility.

AI-31127 **13. A.**

CC REGULAR

Meeting Date: 02/21/2012

Department Head: Teresa Flores

Department: HEAD START

Information

CAPTION

Approval to enter into the best and final negotiated contract with Hinojosa Engineering, Inc. in the amount of $15,000.00 for engineering services for assessment, desgin, supervision of construction and replacement of the roof at Palmview III Head Start Center

BACKGROUND

Attachments

Emergency Item

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/17/2012 11:38 AM
Purchasing Department	Angela Garcia	02/17/2012 03:50 PM

Form Started By: Linda Galaviz Started On: 02/17/2012 09:21 AM

Final Approval Date: 02/17/2012

Hidalgo County Head Start Program

Policy Council Agenda

DATE: February 21, 2012

SUBJECT: Approval to enter into the best and final negotiated contract with Hinojosa Engineering, Inc. in the amount of $15,000.00 for engineering services for assessment, design, supervision of construction and replacement of the roof at Palmview III Head Start Center

RATIONALE/NEED: Emergency repairs of the roof on the Palmview III Head Start building are needed. Hinojosa Engineering, Inc. was the highest ranked firm by Commissioners' Court on 02.14.12. The scope of work will include:

PRELIMINARY PHASE
*Preliminary Assessment Report
*Structural Assessment Report
*Geotechnical Investigation

DESIGN PHASE
*Shoring Design
*Final Design

CONSTRUCTION PHASE
*Supervision

RECOMMENDATION: Administration recommends approval.

COST: Head Start funds for this project are available. Maintenance Account: 19-5156-20-20000-505

RELATED INFORMATION INCLUDES: Scope of Services and Contract

****

INITIATED BY: Edmundo Garcia, Assistant Program Director

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL:

Hidalgo County Head Start Program

P.O. Box 0117 Edinburg, Texas 78540-0117 (956) 383-0706

TO: Commissioners' Court

FROM: Teresa Flores, Executive Director Teresa Flores

SUBJ: Emergency Situation at Palmview III Head Start Center

DATE: February 17, 2012

An emergency situation has developed with regard to the condition of the entire roof structure of the Plamview III Head Start Center. A preliminary review of the roof by the architectural firm who was contracted to relocate this facility six years ago indicates that no one should continue to occupy the building. A comprehensive assessment of the roof needs to be completed and the necessary action needs to be taken before staff may continue to provide services to the 108 children at this facility. Currently the facility has been vacated and the children are receiving home based services. Children whose parents work are being served by over enrolling approximately 25 children at the Palmview II Head Start Center.

We respectfully request the attached negotiated contract with Hinojosa Engineering, Inc. be approved, to include the following:

PRELIMINARY PHASE
*Preliminary Assessment Report
*Structural Assessment Report
*Geotechnical Investigation

DESIGN PHASE
*Shoring Design
*Final Design

CONSTRUCTION PHASE
*Supervision

Your approval of this contract is greatly appreciated.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-12-004-02-24

THIS AGREEMENT is made, by and between **HIDALGO COUNTY HEAD START PROGRAM**, acting herein by and through the **Commissioner's Court,** hereinafter called the "**Owner",** and Hinojosa Engineering, Inc. Professional Engineers of **Mission, Texas,** hereinafter called the "**Engineer".**

WITNESSETH:

WHEREAREAS, the **Owner** desires to contract with the **Engineer** to provide professional engineering services related to "**Palmview III Head Start Building Roof Repairs"** hereinafter referred to as the **"Project".**

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the **Owner** requested proposals from a professional engineer to assist the **Owner** by providing the Services;

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow and for having rendered such services, the owner agrees to pay **the Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the **Project** with the following:

2.1 Scope of Work. The **Owner** will furnish items and provide those services for the development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT "A"** *Services Provided by the Engineer,* attached hereto and made a part of this Agreement as identifies in **EXHIBIT "B" –** *Services Provided by the Engineer,* attached hereto and made a part of this agreement.

2.2 Classification of Services For this Agreement, the professional services to be provided by the **Engineer,** as more particularly identified in **EXHIBIT "B",** attached hereto.

2.3 Schedule of Work. The **Engineer** shall prepare a schedule of work (hereinafter referred to as "**Work Schedule")** in accordance with the terms identified in **EXHIBIT "C" – *Work Schedule,*** attached hereto and made a part of this Agreement.

2.4 Non-Exclusive Services of Engineer Hidalgo County Head Start Program reserves the right to request these services from other sources other than the engineer and shall not be in violation of any terms or conditions of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement will terminate on August 30th, 2012 (hereinafter referred to as the **"Termination Date")**, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date,** or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date,** and the **Owner** may, at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date.**

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.** 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 **Owner** to the **Engineer.** The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

If the **Owner** suspends the work, the **Termination Dates** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **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 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).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner.**

(3) By the **Owner,** upon failure of the **Engineer** to fulfill the **Engineer's** obligations set Forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner,** after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner.**

(4) By the **Engineer,** upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer.**

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer.**

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work

completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer,** the **Owner** will give consideration to payment of an amount in settlement to include: actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner,** the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer,** but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount is settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner,** in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer,** conferences shall be provided at the **Engineer's** office, the office of the **Owner,** or at other locations designated by the **Owner.** These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner.**

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** 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 **Engineer'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 **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C",** attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer.**

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule,** including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and

(2) Favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the Engineer, the Owner shall compensate the Engineer as follows:

5.1 ***Basic Services.*** For and in consideration of the ***Services*** to be rendered by the **Engineer,** as identified in Article 2 and more particularly identified in **EXHIBIT "B"** attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for ***Services***, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. Payments to the **Engineer** for ***Services*** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment,** in accordance with the terms and provisions of Article 6 herein.

5.2 ***Special Services.*** Those services that may be required to provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **ESHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer,** the **Owner** shall pay the **Engineer** a negotiated lump sum fee

(hereafter referred to as **"Special Services Fee")** at the hourly labor rates and non-labor rates (hereinafter referred to as **"Contract Rates"**) specified in **EXHIBIT "D" – *Contract Rates,*** attached hereto and made a part of this Agreement, and as follows:

1.- **RESIDENT OR SITE ENGINEER, INSPECTOR** Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner.**

2.- DOCUMENT COPIES Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.

3.- EXTRA TRAVEL Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.

4.- EXPERT WITNESS Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project.**

5.- MISCELLANEOUS. Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner;** preparation of change orders for extra work done by the **Contractor.**

ARTICLE 6. Method of Payment.

6.1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as **"Work Authorization")** in accordance with **Article 7** herein. For each **Work Authorization,** the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as **"Request for Payment")**. The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment.** On or before noon of the first Monday of each month during the performance of services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment.** Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exception as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after

the Commissioner Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project,** or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** fir actual work performed in accordance with the **Work Authorization(s)** approved by the **Owner.**

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner**, the **Engineer** shall submit a final request for payment (**"Final Request for Payment")** which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner**, the **Owner** shall pay to the **Engineer** the amount due **("Final Payment")** under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof of **Final Payment)** to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;
(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.
(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer;**
(4) If the **Owner,** in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** hereunder unless and until the **Engineer,** at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of the part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project.** (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project,** or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment.**

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E" – *Work Authorization Form*,** attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner,** the needed services for the **Project**, as required through the course of the development to the **Project.** The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B",** attached hereto, in the form of individual work authorizations. 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"**, attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization,** developed by the **Engineer** and Approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization.** Each executed **Work Authorization** shall become a part of this **Agreement.** Upon Satisfactory completion of the **Work Authorization,** the **Engineer** shall submit the **project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner.** The **Engineer** shall promptly notify the **Owner** of any event that will effect completion of the **Work Authorization.** All **Work Authorization** must

be executed and completed by both the **Engineer** and The **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** for each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer**, of all service under this Agreement insofar as they pertain to the portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by Supplemental agreement of the owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity of character of the service to be performed by the **Engineer**, and/or (3) for any other reason agreeable to the Owner and the Engineer. All supplemental agreement will be developed in the form identified in **EXHIBIT "F"- Supplemental Agreement Form,** attached hereto and made a part of this Agreement, and incorporated herein by reference as **"Supplemental Agreement".**

If determined appropriate by the **owner**, additional compensation to **Engineer** for (1). (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D",** attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement.**

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to **the Termination Date** specified in Article3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or changes or revisions in work, as identified in Article 10 hereof, shall be made by **Engineer** until full execution of **Supplemental Agreement** and authorization to proceed is granted by the **Owner.** The **Owner** reserves the right to withhold payment to the **Engineer** Pending verification of satisfactory work performed by the **Engineer.**

ARTICLE 9. Additional Work. If the **Engineer** is of the option that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing, in the event the Owner find that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** shall so advise the **Engineer**

as provided herein. The **Engineer** shall not perform any proposal additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at The Contract Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **ENGINEER** for work performed or cost incurred by the **Engineer** relating to additional work no directly associated with the performance of the work authorization in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner.**

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 previous Approved or Satisfactorily Completed Work. If the **Owner** fund it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactory completed for which the **Owner** approves, or after a definite plan has been approved by the **Owner,** if a decision is subsequently made by the **Owner,** which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

10.3 project Delays. If the Engineer is required to perform additional work due to the delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of project cost. Notwithstanding any provisions herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **project** to enable it to the reduce the construction cost of the **Project** to an amount with the sum estimated by the **Engineer,** the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer,** if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final for the project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project,** these changes will not be considered additional work and no additional compensation will be made to the **Engineer.**

ARTICLE 11. Ownership and **Release of Documents.**

11.1 Ownership of Documents. Original drawing and specifications are the property of the **Engineer** however the **project is** the property of the **Owner,** and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The Owner shall be furnished with such reproductions of drawing and as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawing to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer,** as an additional service, at any other time requested by **Owner.** All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project,** including but not limited to additions to or completion of the **Project,** Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and Rules of the state Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer's** own expense, and retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or other regarding the **Project** will be accordance with the Texas public information Act.

ARTICLE 12 Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer,** if procurement is required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner.** For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer.**

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawing, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner.**

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner.** The **Engineer** shall bind every sub consultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each sub-consultant. No subcontract relives the **Engineer** of any responsibilities under this Agreement.

The **Engineer,** and the **Owner,** do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assign of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the Engineer shall indemnify and save the **Owner** harmless from and against all cost, legal, fees,

expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however , that the **Owner** shall promptly transmit to the **Engineer** all paper served on the **owners** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use if such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty- free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner,** or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term or of as result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior such as disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner,** shall not be subjected to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner**, effectuating the purpose of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery, or plants of the **Owner,** or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner.** The **Engineer** shall require is employees to execute patent applications and assignment thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any county the **Owner** may designated, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigned any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project,** the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any terminations, discharge or cancellation thereof

ARTICLE 17. Engineer's seal, Responsibility and Warranties.

17.1 Engineer's Seal. The **Engineers** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering practice Act and the Rules of the Stare Board of Registration for Professional Engineers.

17.2 Engineer's Responsibility. The **Engineer** shall e responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.** No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting for errors, omissions, or negligent acts by the **Engineer.**

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner.** The **Engineer** will not be relieved of the

responsibility for subsequent correction of any such errors or omissions or for clarifications of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineers's** best efforts, skill, judgment and abilities to design the **Project** and to further the interest of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as **"PS&E"**) are identified in this Agreement under Article 2 hereof or **EXHIBIT "B" ,** attached hereto, as part of the services to be provided by the **Engineer** for the **Project** , prior the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project,** and the improvements with built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement from the inspection of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge,

skill and abilities engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

(d) The **Engineer** represents, covenants and agrees that all of **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project;** that because of such talent and training, the **Engineer** to be the prime professional on the **Project** in its entirely and possesses the special skill which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may rise from the proper use of the **Project** after acceptance by **Owner;** and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) if the development of **PS& E** is identified in this agreement under Article 2 hereof or **EXIBIT 'B',** attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project;** that the result of such **PS&E,** if built in accordance there with, will be suitable for purposes for which the **Project is** designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** indented purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of **PS&E** developed by **Engineer** for the Project, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer's** skill and knowledge in preparing such **PS&E.**

(f) In connection with the **Engineer's** performance of procurement services hereunder, if any, the **Engineer** use its best efforts to obtain from al vendors of equipment and materials, fullest possible warranties against detective materials and workmanship for the benefit of **Owner.**

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as

Adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager **(Project Manager)** for the Project that is a registered professional engineer in the state of Texas. The **Project manager** shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner.** If, due to situations beyond the control of the **Engineer,** the **Engineer** must change the **Project Manager** prior to completion and acceptance of the **Project,** the **Engineer** will submit a request to change the **Project Manager** to **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner** is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed from association with the **Project** when so instructed by the **Owner**. The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Document/Information Exchange The purpose of the Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project.** Taking into consideration that the **Owner** has a significant investment is the development of **Project,** there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project.** Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT"B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively **"Indemnitors")** shall and do agree to indemnify, and hold

harmless the **Owner,** the **Owner's** respective directors, elected officials, employees and agents (collectively **"indemnitees"**) from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Engineer,** its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the Engineer provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting there from and (2) are caused in whole or in part by any negligent act or omission of the **Engineer,** anyone directly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **owner** as a result of such activities by **Engineer**, its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by **Owner's** negligence.

Article 20. Joint and several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee.** The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of **Indemnitees** has by law.

ARTICLE 21 Insurance. The **engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) **Workers' Compensation,** endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or occupational Disease laws under the Texas Workers' Compensation law (**"Statutory Texas"**)

(2) **Commercial General Liability,** endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20** herein, in limits of liability not less than one million dollars **($1,000,000)** Combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) **Texas Business Automobile policy,** endorsed with **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein, in limits of liability not less than two hundred fifty thousand dollars **($250,000)** each person for bodily injury, five hundred fifty thousand dollars **(500,000)** each occurrence for bodily injury, and one hundred thousand dollars **($100,000)** each occurrence for property damage.

(4) **Professional Liability,** in limits of **$ 1,000,000** each claim and aggregate. The **Engineer** covenants and agrees to maintain an insurance policy in minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with certificate of insurance **(Hidalgo County Certificate of Insurance)** showing the said policy to be in full force and full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto for this Agreement. The completed Hidalgo County Certificate Of Insurance shall be attached hereto and identified as **EXHIBIT"G"** – Hidalgo County Certificate of insurance. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of Agreement as outlined in Article3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best effort to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner.**

ARTICLE 22 compliance with Laws. The **Engineer** 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 manner affecting the performance of this Agreement including, without limitation, worker 's compensation laws, minimum and maximum salary and wages statutes and

regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Non-collusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, fits or any other consideration contingent upon or resulting from the award of execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

Article 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of all services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason. Be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or

unenforceability shall not affect any other provision thereof and this Agreement shall be constructed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 28. Notices All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

Owner:	**ENGINEER:**
Hidalgo County Head Start Program	**Hinojosa Engineering, Inc.**
Attn: Teresa Flores	**Attn: Ricardo Hinojosa.**
1901 W. State Highway 107	**108 W. 18th Street**
McAllen, Texas 78504	**Mission, Texas 78572**

The Address may be changed by either party by written notice and notice sol mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the Owner's other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner.**

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer.** The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into Agreement.

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the 22nd day of February, 2012

ENGINEER:
Hinojosa Engineering, Inc.

BY: _____
Ricardo Hinojosa – P.E. President

OWNER:
HIDALGO COUNTY HEAD START PROGRAM

BY: _____
Teresa Flores, Program Director

ATTEST:

BY: _____
Arturo Guajardo, Jr. County Clerk

HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

BY: _____
Stephen Crain

Oxford & Gonzalez

BY: _____
Ricardo Gonzalez

ATTACHMENTS:

EXHIBIT A	-Scope of services to be provided by the owner
EXHIBIT B	-Scope of services to be provided by the engineer
EXHIBIT C	-Work Schedule
EXHIBIT D	-Engineer's Rates
EXHIBIT E	-Work Authorization Form
EXHIBIT F	-Supplemental Agreement Form
EXHIBIT G	-Certificate Of Insurance

EXHIBIT A

SCOPE OF SERVICES TO BE PROVIDED BY THE OWNER

EXHIBIT "A"
Services to be Provided by the Owner

GENERAL

The Owner will provide to the **Engineer** the following:

(1) Available construction documents and Material Testing and Inspection Reports for this Structure.

EXHIBIT B

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

EXHIBIT B

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

PROJECT

(Description of Services)

Roof and Ceiling Framing Systems Structural Assessment for Palmview III Head Start Center located at 1208 Paula Street in Mission, Texas

A. Preliminary Assessment Phase:

1. Walk thru of Building .
2. Interview the Occupants, Owner and Client, if possible regarding a history of the property and performance of the structure.
3. Review any available Construction Documents and Geotechnical Investigation Reports and documents pertaining to the structure provided by the Owner.
4. Make a Visual Observation during a physical walk-through of the structure to observe factors influencing the performance of it.
5. Contract a Geotechnical Engineer to provide a subsurface Investigation Report of this site at this present time.
6. Provide a structural assessment report, containing at least the following:
   a.) Scope of work
   b.) Observations, site characteristics and data deemed pertinent by the engineer.
   c.) Discussion of major factors influencing the structural performance and rationale in reaching conclusions concerning the subject structure.
   d.) Conclusions and any recommendations for remedial preventative measures (No Drawings or Design will be included).

B. Design Phase:

1. Perform engineering analysis and design to elevate structural reliability for existing gravity and lateral loads.
2. Prepare a detailed contract Drawings and Specifications for a Temporary Shoring System Authorized by the Owner.
3. Prepare detailed contract drawings and specifications for construction authorized by the Owner. These designs shall in all respects combine the application of sound engineering principles with a high degree of economy.
4. Furnish the Owner all necessary copies of approved plans, specifications, notices to bidders, and proposals. All sets of plans in excess of 5 are to be paid for separately.
5. Assist the owner in the advertisement of the Project for bids.
6. Assist the Owner in the opening and tabulation of bids for construction on the project, and recommend to the Owner as to the proper action on all proposals received.

7. Assist in the preparation of formal contract documents for the award of contracts.
8. Prepare and assist owner in preparing any reports, plans, documentation, studies or other material of any nature whatsoever, which Owner may need or be required to submit to any federal, state or local authority in order to comply with any federal, state or local statute, order, regulation, ordinance or guideline..

C. Construction Phase:

1. We will consult and advice the Owner and act as Owner's representative as provided in the General Conditions of the Construction Contract. .

2. We will provide construction administration, including visits to the site of construction at least three times each week.

3. We will consult and advise the Owner during construction.

4. We will submit a written monthly report to the Owner which outlines the progress of the construction.
5. Review shop or working drawing furnished by contractors.
6. Review all Payment Applications submitted by Contractor.
7. We will perform a final inspection of the Project.

EXHIBIT C

WORK SCHEDULE

Project – Roof and Ceiling Framing Systems Structural Assessment at Palmview III Head Start Center located at 1208 Paula Street in Mission, Texas

Client - Hidalgo County Head Start Program

Project # - 12-124

Task	Estimate Schedule
1. Preliminary Investigation Report	February 17, 2012
2. 100% Final Investigation Report	7 Working Days after notice proceed
3. 75% of Construction Plans Issued	To be established by Owner
4. 95% of Construction Plans Issued	To be established by Owner
5. County Staff Review Comments Due	To be established by Owner
6. 100% of Construction Plan Issued	To be established by Owner
7. Advertisement for Bid	To be established by Owner
8. Bid Closed	To be established by Owner
9. Review Bids and present to County Commission	To be established by Owner
10. Pre-Construction Meeting	To be established by Owner
11. Construction Phase	To be established by Owner

EXHIBIT D

ENGINEER'S RATES

Engineer and Surveyors Contract Rates

1. Principal	-	$125.00/Hr.
2. Engineer	-	$75.00/Hr.
3. Engineer Technician	-	$60.00/Hr.
4. CADD Technician	-	$45.00/Hr.
5. R.L.P.S.	-	$85.00/Hr.
6. Survey Crew	-	$75.00/Hr.
7. GPS Survey Crew	-	$88.00/Hr.
8. Clerical	-	$35.00/Hr.

EXHIBIT E

HIDALGO COUNTY

Professional Engineering Services

Contract # 12-004-02-24

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 HEAD START PROGRAM**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, Hinojosa Engineering, Inc. professional engineers of Mission Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Engineer to provide_ **– Roof and Ceiling Framing Systems Structural Assessment at Palmview III Head Start Center located at 1208 Paula Street in Mission, Texas**

The scope of services to be provided by the Owner **is identified in** *EXHIBIT "A" – Scope of Services to be Provided by the Owner* **attached hereto.**

The scope of services to be provided by the **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

*****PRELIMINARY PHASE**

* Preliminary Assessment Report	$ 500.00
*Structural Assessment Report	$2,000.00
*Geotechnical Investigation	$3,500.00

***DESIGN PHASE	
*Shoring Design	$2,200.00
*Final Design	$3,800.00
***CONSTRUCTION PHASE	$3,000.00

Construction. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING

This Work Authorization No.__ shall be funded through funding source:

Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_-_ _ _

Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or August 30th, 2012.

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 Head Start Program

Program Director_____ as to content and detail of this Work Authorization No. # ___.

HIDALGO COUNTY

HEAD START PROGRAM:

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on February 22nd, 2012.

THE ENGINEER:

HINOJOSA ENGINEEERING, INC.

_____

By: Ricardo Hinojosa, P.E. - President

THE OWNER:

HIDALGO COUNTY HEAD START PROGRAM

_____

By: Teresa Flores - Director

ATTEST:

_____

by: Arturo Guajardo, County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner

ATTACHMENT "B" - Services to be Provided by the Engineer

ATTACHMENT "C" - Work Schedule

ATTACHMENT "D" - Cost Proposal

EXHIBIT F

SUPPLEMENTAL AGREEMENT FORM

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

EXHIBIT "F"
Supplemental Agreement Form

SUPPLEMENTAL AGREEMENT NO. ___
TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of Article 7 of the Agreement made by and between **HIDALGO COUNTY HEAD START PROGRAM,** acting herein by and through its **BOARD OF DIRECTORS,** hereinafter called the **OWNER** and **Hinojosa Engineering, Inc.** Professional engineers of Mission, Texas, hereinafter called the **ENGINEER.**

W I T N E S S E T H

WHEREAS, the **OWNER** and the **ENGINEER** executed the Agreement on the day of _____, 2012 concerning *"Building Repairs and/or Renovations on an as Needed Basis for the Hidalgo County Head Start Program"* (hereinafter referred to as the "Project"); and Work Authorization No.___ on the day of _____, 2012 for (description of Work Authorization);

And,

WHEREAS, Section _____of the Agreement, _____*(Section Title)*_____ establishes _____; and,

WHEREAS, it has become necessary to amend the contract _____

_____

NOW, THEREFORE, premises considered, the **OWNER** and **ENGINEER** agree that said Agreement is amended as follows:

I. Section _____of the Agreement, ___*(Section Title*____is revised to _____

_____

_____

IN WITNESS WHEREOF, the **ENGINEER** and the **OWNER** have caused this **Supplemental Agreement No.____** to be effective as of the _____day of _____, 2012.

ENGINEER:
HINOJOSA ENGINEERING, INC

BY: _____
Ricardo Hinojosa, P.E., President

HIDALGO COUNTY HEAD START PROGRAM

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Program Director

ATTEST:

BY: _____
Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:

OXFORD & GONZALEZ

BY: _____
Ricardo Gonzalez

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

BY: _____
Stephen L. Crain

EXHIBIT G

CERTIFICATE OF INSURANCE

Policy Number:

Date Entered: 12/01/2011

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/16/2012

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
Davis Insurance Agency
3030 E. Griffin Parkway
Mission, Texas 78572

CONTACT NAME: WM. CARL DAVIS
PHONE (A/C, No, Ext): (956)581-9898 FAX (A/C, No): (956)519-1528
E-MAIL ADDRESS: davisinsuranceagency@yahoo.com

INSURED
ITIMEJOSA ENGINEERING INC
230 W 18TH ST
MISSION, TX 78572

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: FARMERS INSURANCE EXCHANGE	
INSURER B: FARMERS TEXAS COUNTY MUTUAL	
INSURER C: TEXAS MUTUAL INSURANCE COMPANY	
INSURER D: ADMIRAL INSURANCE COMPANY	
INSURER E:	
INSURER F:	

COVERAGES — CERTIFICATE NUMBER: — REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO JECT [ ] LOC	X		60433-22-20	2/15/2011	2/15/2012	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 $
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	X		07599-48-62	1/31/2011	1/31/2012	COMBINED SINGLE LIMIT (Ea accident) $1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $ EACH OCCURRENCE $ AGGREGATE $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N [ ] N/A	X	0001220178	01/26/2011	01/26/2012	WC STATU-TORY LIMITS [X] 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
D	PROFESSIONAL LIABILITY			E0000003057-07	2/15/2011	2/15/2012	EACH CLAIM $1,000,000 AGGREGATE $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Marcia L. Salazar, CPPO Purchasing Agent
Hidalgo County Purchasing Department
2902 S. Business Hwy. 281
Edinburg, Texas 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

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ACORD 25 (2010/05)

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AI-30995 **14. A.**

CC REGULAR

Meeting Date: 02/21/2012

Department Head: Francisco M. Martinez

Department: URBAN COUNTY

Information

CAPTION

Discussion, consideration, and authorization that all bank fees be charged to the County of Hidalgo General Fund for the following Urban County Program accounts:

	ACCOUNT #
Accounts Payable	14010143
Section 108 Repayment	14010070
Revolving Loan	10010521
Retirement	14010119
Rio Grande Valley OIC	14008203
Self Help	14010046
Home Program	14010135
Section 108 Custodial	14010151
Industrial Development	14010194
Water Development	14010038

BACKGROUND

The bank fees will include, but not limited to, account analysis charges, check orders, deposit book orders, stop payments, wire transfers, that have been charged and any future charges. First National Bank will debit the General Fund for bank fees incurred on the above UCP bank accounts.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-463-00-250-001-0-856

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

BUDGETARY IMPACT:

Available funds pending approval of transfer. Refer to AI - 31023 (2/21/12 CC).

Attachments

Bank Fees

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	02/08/2012 03:59 PM
Perla Lopez	Perla Lopez	02/09/2012 03:21 PM
Purchasing Department	Angela Garcia	02/17/2012 03:50 PM

Form Started By: Mary Flores Started On: 02/08/2012 03:28 PM

Final Approval Date: 02/17/2012

URBAN COUNTY PROGRAM
FIRST NATIONAL BANK CHARGES

ACCT #	NAME	ACCOUNT ANALYSIS MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	CHECK ORDER FEE	WIRE X-FER FEE	DEPOSIT ORDER FEE	TOTAL
10010521	REVOLVING LOAN	10.83	8.66	16.78	15.42	15.86	23.54	25.07	49.02	39.34			204.52
14008203	RGV OIC	7.72	12.80	20.84	20.84	21.07	20.21	20.00	20.00				143.48
14010038	WATER DEVELOPMENT	6.01	12.01	20.01	20.01	20.01	20.01	20.01	20.01				138.08
14010046	SELF HELP INITIATIVE	6.00	12.00	21.08	20.00	20.31	20.27	20.00	20.61				140.27
14010070	SECTION 108 RPYMT	6.81	-7.23	17.97	17.77	17.84	17.77	21.08	21.83		10.00		123.84
14010089	CONFERENCE	6.54	12.70	20.42	20.02	20.01	20.02	20.01	20.02				139.74
14010119	RETIREMENT PLAN	6.05	12.01	20.01	20.01	20.01	20.01	20.01	20.01				138.12
14010135	HOME PROGRAM INC	6.23	12.06	20.06	20.06	20.25	20.00	20.00	20.00				138.66
14010143	ACCOUNTS PAYABLE	41.67	57.31	43.96	77.49	69.60	58.57	198.25	194.48		10.00		751.33
14010151	SECTION 108 CUST	8.62	3.83	11.41	11.54	11.37	10.93	11.09	10.61			44.50	123.90
14010178	HIDALGO WILLACY	7.65	-3.65	-7.22	-7.22	-6.07	-6.33	-6.14	-0.13				-29.11
14010194	INDUSTRIAL DEV	6.22	12.06	20.06	20.06	20.06	20.06	20.06	20.06				138.64
14021102	HIDALGO HOUSING FIN	8.02	12.97	21.00	21.00	20.97	21.00	20.97	21.00				146.93
		128.37	157.53	246.38	277.00	271.29	266.06	410.41	437.52	39.34	20.00	44.50	2,298.40

[ ] * DENOTES NET PROFIT

Account Analysis $2,194.56 is being charged to acct #10010521 Revolving Loan.
Check Order Fee $39.34 is being charged to acct #10010521 Revolving Loan.
Wire Transfer Fee $ 10.00 is being charged to acct #14010070 Section 108 Rpymt.
Wire Transfer Fee $ 10.00 is being charged to acct #14010143 Accounts Payable.
Deposit Order Fee $44.50 is being charged to acct #14010151 Section 108 Custodial.

	FNB ACCOUNT #10010521	FNB ACCOUNT #14010070	FNB ACCOUNT #14010143	FNB ACCOUNT #14010151	TOTAL FNB CHARGES
CHARGES	2,233.90	10.00	10.00	44.50	2,298.40

Frank

From: Doralicia Rivera [Doralicia.Rivera@GLO.STATE.TX.US]
Sent: Wednesday, February 08, 2012 12:58 PM
To: francisco.martinez@ucp.co.hidalgo.tx.us
Cc: antonio.barco@ucp.co.hidalgo.tx.us; Diana Serna
Subject: Fwd: RE: Bank Charges

FRANK,

OUR RESPONSE TO THESE TYPES OF REQUESTS ARE GENERALLY NO (SEE EMAIL BELOW SENT ON 11/29/11) WE CAN NOT USE CDBG DISASTER RECOVERY MONIES TO PAY FOR MAINTENANCE FEES FOR THE BANK IN WHICH THE COUNTY DOES ITS BUSINESS.

I CAN RESEARCH IT FURTHER, TO SEE IF YOU CAN USE ADMIN FROM YOUR CDBG HOUSING GRANT SINCE YOU DO NOT HAVE ANY ADMIN FOR YOUR NON-HOUSING GRANT, BUT I NEED YOU TO SEND ME ALL THE FEES IN DETAIL THAT FIRST NATIONAL IS CHARGING FOR YOUR ACCOUNT-CDBG DISASTER RECOVERY GRANT. I HAVE A FEELING HUD IS STILL GOING TO TELL US NO, SINCE THE MONEY ALLOCATED IS FOR "DISASTER RECOVERY EFFORTS FOR HURRICANE DOLLY".

AGAIN,
I STRONGLY RECOMMEND THE COUNTY TRY AND NEGOTIATE WITH FIRST NATIONAL BANK THAT THE COUNTY'S CDBG DISASTER RECOVERY GRANT CAN NOT PAY FOR THESE FEES AND TO WAIVE THEM FOR THIS PARTICULAR ACCOUNT.

SINCERELY,
DORALICIA RIVERA
GRANT MANAGER

TEXAS GENERAL LAND OFFICE
DISASTER RECOVERY
P.O. BOX 12873
AUSTIN, TEXAS 78711-2873

PHONE: 512-861-4956

>>> DORALICIA RIVERA 11/29/2011 9:11 AM >>>
NO THOSE ARE NOT CDBG DISASTER RECOVERY ELIGIBLE COSTS. HIDALGO COUNTY SHOULD CONSIDER CHANGING BANKS. SORRY.

SINCERELY,
DORALICIA RIVERA
GRANT MANAGER

TEXAS GENERAL LAND OFFICE
DISASTER RECOVERY
P.O. BOX 12873
AUSTIN, TEXAS 78711-2873

PHONE: 512-861-4956

>>> "FRANK" <FRANCISCO.MARTINEZ@UCP.CO.HIDALGO.TX.US> 11/29/2011 9:08 AM
>>> >>>
RECENTLY, OUR BANK STARTED CHARGING FOR ACCOUNT ANALYSIS, WIRE TRANSFERS, DIRECT DEPOSITS, ETC.

THE ACCOUNT ANALYSIS IS FOR MAINTENANCE FEE, FDIC INSURANCE, DEBITS, CREDITS, ON-US ITEMS DEPOSITED, TRANSIT ITEMS DEPOSITED, ACH PER CREDIT ITEM, CURRENT COIN TRANSACTION FEE.

---ORIGINAL MESSAGE---
FROM: DORALICIA RIVERA [MAILTO:DORALICIA.RIVERA@GLO.STATE.TX.US]
SENT: TUESDAY, NOVEMBER 29, 2011 8:55 AM
TO: FRANK
SUBJECT: RE: BANK CHARGES

I NEED MORE INFORMATION. WHAT TYPE OF BANK CHARGES? WHAT ARE THEY FOR?

SINCERELY,
DORALICIA RIVERA
GRANT MANAGER

TEXAS GENERAL LAND OFFICE
DISASTER RECOVERY
P.O. BOX 12873
AUSTIN, TEXAS 78711-2873

PHONE: 512-861-4956

>>> "FRANK" <FRANCISCO.MARTINEZ@UCP.CO.HIDALGO.TX.US> 11/23/2011 8:27 AM
>>> >>>

GOOD MORNING DORALICIA,

ARE BANK CHARGES AN ALLOWABLE COST?

FRANCISCO M. MARTINEZ

FINANCE DIVISION DIRECTOR

HIDALGO COUNTY URBAN PROGRAM

1916 TESORO BLVD

PHARR, TX 78577

PH: (956) 292-7000 EXT 2253

FAX: (956) 787-5291

AI-30996 **14. B.**

CC REGULAR

Meeting Date: 02/21/2012

Department Head: Francisco M. Martinez

Department: URBAN COUNTY

Information

CAPTION

Discussion, consideration, and authorization that Urban County Program bank accounts Industrial Development Account #14010194 and Water Development Board Account #14010038 be returned to the Hidalgo County Judge's office.

BACKGROUND

These bank accounts do not have any ongoing activities.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	02/08/2012 03:59 PM
Perla Lopez	Perla Lopez	02/09/2012 04:20 PM
Purchasing Department	Angela Garcia	02/17/2012 03:50 PM

Form Started By: Mary Flores Started On: 02/08/2012 03:51 PM

Final Approval Date: 02/17/2012

AI-30999 **14. C.**

CC REGULAR

Meeting Date: 02/21/2012

Department Head: Monica Leal

Department: URBAN COUNTY

Information

CAPTION

On behalf of the Hidalgo County Precinct No. 1 and the City of Edcouch, Urban County Program is requesting approval to reject all bids submitted on January 18, 2012 for Year 22 (2009) Precinct No. 1 – Edcouch 2009 Water Treatment Plant (Electrical Upgrade), due to non-compliance and budget constraints.

BACKGROUND

Bids were received and opened at the Hidalgo County Purchasing Department on January 18, 2012. After review, the project engineer has recommended to reject all bids, due to non-compliance and budget constraints. See attached recommendation letter from Guzman & Muñoz Engineering and Surveying, Inc.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Request to reject Bids submitted 1/18/12 (Bid Tabulation Sheet)

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/08/2012 04:24 PM
Perla Lopez	Perla Lopez	02/09/2012 10:20 AM
Purchasing Department	Angela Garcia	02/17/2012 03:50 PM

Form Started By: Mary Flores Started On: 02/08/2012 04:12 PM

Final Approval Date: 02/17/2012

GUZMAN & MUÑOZ
ENGINEERING AND SURVEYING, INC.
Texas Registered Engineering Firm F-8017

2020 E. EXPRESSWAY 83
MERCEDES, TX 78570

PHONE: (956) 565-4637
FAX: (956) 565-4636

January 26, 2012

Commissioner Joel Quintanilla
County of Hidalgo, Precinct # 1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

RE: Precinct No. 1 – Edcouch 2009 Water Treatment Plant (Electrical Upgrade) Bid Packages
Engineer's recommendation on bids received

Commissioner Quintanilla:

On January 18, 2012, the County received and opened three bids for the above referenced project. The low bidder was disqualified for not submitting a bid bond and addendum acknowledgments. The second lowest bidder was over budget, as was the third bidder. We are recommending that the County rebid this project.

Should you have any questions or concerns please feel free to contact our office at (956) 565-4637.

Respectfully Submitted,

Jose L. Muñoz, P.E., S.I.T.
Principal

JLM/oml

CITY OF EDCOUCH

Robert S. Schmalzried - Mayor
Eddy Gonzalez - Mayor Pro-temp
Veronica Solis - Alderwoman PL 1
Noe Garda Jr. – Alderman PL 2
Ruth Ruiz – Alderwoman PL 3
Daniel Guzman – Alderman PL 4
Juan J. Cedillo. - City Manager

**********Confidentiality Notice**********

This facsimile message and accompanying documents contain information from the City of Edcouch, which may be CONFIDENTIAL AND/OR PREVILEGED. The information is intended to be for the individual or entity named on this transmittal sheet. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the contents of this information is prohibited. If you received this facsimile in error please notify us by telephone at (956) 262-2140 immediately. Thank you

Total Pages 2 (Including Cover)

Date: Feb. 07, 2012

ATTN. Monica Leal	**FROM.** Juan Cedillo
Company. Urban County	**Title.** City Manager
Fax # 787-5291	City Phone # (956) 262-2140
	City Fax # (956) 262-2920

Comments.
U.C.P. project – Water Treatment Plant

If you have any questions or problems receiving this fax feel free to contact us at your earliest convenience.

Thank You!

City of Edcouch

956-262-2140

FEB 7 2012

Urban County Program

CITY OF EDCOUCH

Robert S. Schmalzried - Mayor
Eddy Gonzalez - Mayor Pro-temp
Veronica S. Ramirez - Alderwoman PL
Noe Garcia Jr. – Alderman PL 2
Ruth Ruiz – Alderwoman PL 3
Daniel Guzman – Alderman PL 4
Juan J. Cedillo - City Manager

February 7, 2012

Monica Leal
Coordinator
Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

RE: Precinct No. 1 – Edcouch 2009 Water Treatment Plant (Electrical Upgrades) Bid Packages

Dear Ms. Leal:

Be advised that the City of Edcouch has reviewed the sealed bids received on January 18, 2012 for the aforementioned UCP Project. After careful consideration, the City concurs with Guzman & Munoz and Mr. Antonio Barco's recommendation to reject and rebid for the following reasons:

- Contractor T – III Electric did not comply with the proper procedures in submitting their bid;
- The next lowest bidder is over budget; and
- Insufficient funds under the Precinct 1 and City of Edcouch funds

If you have any questions regarding this matter, please do not hesitate to contact my office.

Sincerely,

JUAN CEDILLO
City Manager

cc: Guzman & Munoz
Jose Ybarra, Precinct 1

Received
FEB 7 2012
Urban County Program
By:

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM

BID OPENING DATE: January 18, 2012 | **BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "Precinct No. 1 Edcouch 2009 Water Treatment Plant (Electrical Upgrade)

BID NO: 5009-91-0310-5000-9100-UCP-GVG | **PROCUREMENT SPECIALIST:**

BID # RFB#	NAME OF COMPANY	ACKNOWLEDGEMENT OF ADDENDUM #1	TOTAL PRICE	BID BOND OR CHECK INCLUDED
#1	T-III Electric	N/A	$110,400.00	N/A
#2	Metro Electric, Inc.	✓	$265,565.00	✓
#3	The 5125 Company	✓	$170,000.00	✓
#4				
#5				
#6				
#7				
#8				
#9				
#10				

558.53+
11,119.19+
43,461.60+
27,575.23+
40,004.79+
170,000.00-
47,480.66o

47,480.66+M

READ AT BID OPENING, AMOUNTS NOT VERIFIED/CALCULATED

AI-31085 **14. D.**

CC REGULAR

Meeting Date: 02/21/2012

Department Head: Candace Armenta

Department: URBAN COUNTY

Information

CAPTION

Urban County Program is requesting approval of a program amendment for the City of La Joya County Program Year 23 (2010). The amendment will increase the scope of work to the Military Park Project but will not affect the original budget.

BACKGROUND

The proposed amendment for the City of La Joya will affect the existing work plan in Year 23 (2010). A Public Hearing was held on February 6, 2012 at 6:00 p.m. and citizen participation requirements have been met. The proposed program amendment will not alter the project description for improvements on Military Park but will increase the amount of improvements on Military Park to include installation of a fence, installation of a sprinkler system, development of a baseball/softball field, development of a football/soccer field, walking trail/nature trail, professional services, testing services, materials, and related appurtenances as they pertain to project completion. The proposed program amendment will not affect the 2010 original budget. See attached detailed amendment.

Year 23 (2010):
The proposed program amendment to the Parks, Recreational Facilities line item will increase the scope of work to the Military Park project located on Garza and Military Road in La Joya, Texas. The new activities will include the installation of a fence, installation of a sprinkler system, development of a baseball/softball field, development of a football/soccer field, walking trail/nature trail, professional services, testing services, materials, and related appurtenances as they pertain to project completion.

Fiscal Impact

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

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

BUDGETARY IMPACT:

Proposed program amendment will be utilizing Year 23 (2010) funds. No budget increase to proposed amendment.

Attachments

backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/15/2012 02:37 PM
Perla Lopez	Perla Lopez	02/16/2012 11:38 AM
Purchasing Department	Angela Garcia	02/17/2012 03:50 PM

Form Started By: Mary Flores Started On: 02/15/2012 01:31 PM

Final Approval Date: 02/17/2012

1

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

City of La Joya
February 6, 2012 – 6:00 pm

Public Hearing
Program Amendment

SIGN IN LOG

NAME	ADDRESS	PHONE NUMBER
FERNANDO SOLINAS	600 REYNA FARMS	245-4140
[illegible]	721 N Ruben de la Garza	862 8355
[illegible]	1400 Diamond Ave Penitas	212-1416
[illegible]	P.O. Box 11 La Joya Tx	
Jose A. "Pete" Salinas	600 Reynas Farms	
Anna Lisa Ruiz	117 W. 9th Pate.	

The Monitor January 31, 2012

PUBLIC HEARING NOTICE
CITY OF LA JOYA • URBAN COUNTY PROGRAM
PROGRAM AMENDMENT

In compliance with Community Development Block Grant (CDBG) requirements, the City of La Joya will conduct a public hearing to solicit input from interested parties on the city's proposed program amendment to its Urban County Program, Year 19, 22, 23 & 24 (2006, 2009, 2010 & 2011).

The Public Hearing will be held on Monday, February 6th at 6:00 pm at La Joya City Hall Office located at 101 North Leo Avenue in La Joya, Texas 78560.

The following is the proposed program amendment for your consideration:

Existing Work Plan	Public Facilities & Improvements Year 19 (2006)	Proposed Work Plan
$ 21,814.53	Public Facilities & Improvements	$ 21,814.53
$ 21,814.53	**TOTAL**	**$ 21,814.53**

The proposed program amendment to the Public Facilities & Improvements line item will **change** the proposed library location at North corner of Leo Avenue and 5th Street in La Joya, Texas to a new library location at 201 Palmshores Boulevard in La Joya, Texas. The proposed program amendment will not alter the project description to construct a public library (to include a parking lot, professional services, testing services, supplies, equipment, and related appurtenances as they pertain to project completion) and will not affect the original budget amount.

Existing Work Plan	Public Facilities & Improvements Year 22 (2009)	Proposed Work Plan
$ 157,305.08	Public Facilities & Improvements	$ 157,305.08
$ 157,305.08	**TOTAL**	**$ 157,305.08**

The proposed program amendment to the Public Facilities & Improvements line item will **change** the proposed library location at North corner of Leo Avenue and 5th Street in La Joya, Texas to a new library location at 201 Palmshores Boulevard in La Joya, Texas. The proposed program amendment will not alter the project description to construct a public library (to include a parking lot, professional services, testing services, supplies, equipment, and related appurtenances as they pertain to project completion) and will not affect the original budget amount.

Existing Work Plan	Parks, Recreational Facilities Year 23 (2010)	Proposed Work Plan
$ 101,193.25	Parks, Recreational Facilities	$ 101,193.25
$ 101,193.25	TOTAL	$ 101,193.25

The proposed program amendment to the Parks, Recreational Facilities line item will **increase** the scope of work to the Military Park project. The new activities will include the installation of a fence, installation of a sprinkler system, development of a baseball/softball field, development of a football/soccer field, walking trail/nature trail, professional services, testing services, materials, and related appurtenances as they pertain to project completion. The proposed program amendment does not affect the original budget amount. The proposed improvements will be considered Phase I for the project on Military Park.

Existing Work Plan	Public Facilities & Improvements Year 24 (2011)	Proposed Work Plan
$ 102,089.00	Public Facilities & Improvements	$ 102,089.00
$ 102,089.00	**TOTAL**	**$ 102,089.00**

The proposed program amendment to the Public Facilities & Improvements line item will **change** the proposed library location at North corner of Leo Avenue and 5th Street in La Joya, Texas to a new library location at 201 Palmshores Boulevard in La Joya, Texas. The proposed program amendment will not alter the project description to construct a public library (to include a parking lot, professional services, testing services, supplies, equipment, and related appurtenances as they pertain to project completion) and will not affect the original budget amount.

Accommodations for individuals with handicaps shall be provided upon request.
Las presentaciones se haran en espanol para aquellas personas que asi lo deseen.

For more information, please come by the Hidalgo County Urban County Program office or call (956) 787-8127. Written comments may be forwarded to:

Mayor J. A. "Fito" Salinas, City of La Joya, 101 N. Leo Avenue, La Joya, Texas 78560

AI-31096 **14. E.**

CC REGULAR

Meeting Date: 02/21/2012

Department Head: Monica Leal

Department: URBAN COUNTY

Information

CAPTION

Urban County Program for Hidalgo County Precinct No. 4 is requesting consideration and action to award and enter into construction contracts with:

1. The 5125 Company for base bid and Alternate No.'s 1-7 for a total amount of $339,144.45 and;
2. Saenz Utility Contractors, Ltd. for Alternate No. 9 for a total amount of $40,000.00

For a HUD CDBG-R Fike Pump Structure - Flood drainage improvements project. Funds available through Year 22 (2009) CDBG-R flood drainage improvement and FY 23 (2010) flood drainage improvements.

BACKGROUND

Bids were received and opened at the Hidalgo County – Purchasing Department on January 25, 2012. After review of bid tabulations, Raul Sesin P.E., C.F.M recommended that the base bid and alternates 1-7 be completed by The 5125 Company and Alternate 9 be completed by Saenz Utility Contractors, Ltd as the lowest of three (3) bidders. (See attached recommendation letter from the Raul Sesin, P.E., C.F.M. and copy of the bid tabulation.)

Contractors	Contract Amounts:
The 5125 Company	$339,144.45
Saenz Utility Contractor's Ltd.	$40,000.00
Total:	$379,144.45

Funds Available: $156,588.60 Year 22 (2009) CDBG-R Precinct No. 4 – Flood Drainage Improvements
Precinct No. 4 funds: $278,234.44 Year 23 (2010) Precinct No. 4 – Flood Drainage Improvements
Total: $434,823.04

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County Year 22 (2009) CDBG-R Precinct #4 Flood Drainage Improvement Funds and Year 23 (2010) Precinct #4 Flood Drainage Improvement Funds will be utilized for the Precinct #4 HUD CDBG-R Fike Pump Structure Flood Drainage Improvement Project.

Attachments

Contracts

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/15/2012 04:21 PM
Perla Lopez	Perla Lopez	02/16/2012 11:37 AM
Purchasing Department	Angela Garcia	02/17/2012 03:50 PM

Form Started By: Mary Flores Started On: 02/15/2012 03:58 PM

Final Approval Date: 02/17/2012

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM

BID OPENING DATE: January 25, 2012 | **BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "Hidalgo County Precinct No. 4 – HUD CDBG-R File Pump Station Flood Drainage Improvements Project"

BID NO: 5010/5209-94-0309-5000-9400-UCP-ML **PROCUREMENT SPECIALIST:**

RFB NO.	Name of Company	Base Bid Price	Alternate No. 1 Price	Alternate No. 2 Price	Alternate No. 3 Price	Alternate No. 4 Price	Alternate No. 5 Price	Alternate No. 6 Price	Alternate No. 7 Price	Alternate No. 8 Price	Alternate No. 9 Price	Alternate No. 10 Price	Bid Bond/ Cashier's Check Included
1.	Saenz Utility Contractors, Ltd	$393,092.00	$85,000.00	$35,000.00	$75,000.00	$11,040.00	$11,115.00	$13,940.00	$17,080.00	$80,000.00	$40,000.00	$10,000.00	Included
2.	Tropical Contracting, LLC	$319,358.00	$26,000.00	$32,500.00	$52,000.00	$13,000.00	$11,245.00	$16,575.00	$25,220.00	$115,500.00	$80,500.00	$26,000.00	Included
3.	The 5125 Company	244,444.44	$11,000.00	$13,000.00	$40,000.00	$8,000.00	$5,500.01	$10,000.00	$7,200.00	$128,000.00	$88,000.00	$21,000.00	Included
4.													
5.													

***TYPED AS READ AT BID OPENING, AMOUNTS NOT VERIFIED/CALCULATED.**

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
301 E. State Street
Pharr, Texas 78577
Phone (956) 318-2840
Fax (956) 318-2844

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

February 2, 2012

Honorable Commissioner Joseph Palacios
Hidalgo County Precinct No. 4
1051 N. Doolittle Road
Edinburg, Texas 78542

RE: Hidalgo County – Urban County Program
Hidalgo County Precinct No. 4 – HUD CDBG-R Fike Pump Structure - Flood Drainage Improvements Project
Bid No.: 5010/5209-94-0309-5000-9400-UCP-ML

Dear Commissioner Palacios;

Bids were received and opened for the Hidalgo County Urban County, Hidalgo County Precinct No. 4 – HUD CDBG-R Fike Pump Structure - Flood Drainage Improvements Project, Bid No.: 5010/5209-94-0309-5000-9400-UCP-ML on January 25, 2012. A total of three bids were received with two contractors being low bidders for different items. The 5125 Company is the low bidder for the Base Bid with an amount of $244,444.44, Alternate No. 1 bid of $11,000.00, Alternate No. 2 bid of $13,000.00, Alternate No. 3 bid of $40,000.00, Alternate No. 4 bid of $8,000.00, Alternate No. 5 bid of $5,500.01, Alternate No. 6 bid of $10,000.00, Alternate No. 7 bid of $7,200.00. Saenz Utility Contractors, Ltd. is the low bidder for Alternate No. 9 bid with an amount of $40,000.00. Attached is a copy of the bid tabulation for your review.

This project consists of the installation of a drainage pump structure with appuertances, pump housing, generator, and the installation of a storm sewer line across Mile 17 Road with an endwall and headwall. We recommend awarding the project to The 5125 Company for the base bid and Alternate No. 1, No. 2, No. 3, No. 4, No. 5, No. 6, No. 7 in the amount of $339,144.45 and Saenz Utility Contractors, Ltd. for Alternate No. 9 in the amount of $40,000.00 for a project total award amount of $379,144.45.

If you have any questions or require further information, please feel free to contact me at your convenience.

Respectfully,
HIDALGO COUNTY PLANNING DEPARTMENT

Raul E. Sesin, P.E., C.F.M.
Planning Administrator



BID COMPARISON
HIDALGO COUNTY PCT. NO. 4 - HUD CDBG-R
FLOOD DRAINAGE FIKE PUMP STATION
BID NO. 5010/5209-94-0309-5000-9400-UCP-ML

BASE BID																	
				5125 COMPANY				TROPICAL CONTRACTING				SAENZ UTILITY CONTRACTING					
Item No.	Item Description	Estimated Quantity	Unit	Unit Price		TOTAL		Unit Price In Figures		Total Extension In Figures		Unit Price In Figures		Total Extension In Figures			
1	**STORM WATER PUMP/LIFT STATION SYSTEM READY**																
	FOR INSTALLATION OF PUMP(S) (INCLUDING WET																
	WELL, CONTROL PANEL, CAST IRON PIPING, VALVES,																
	AND ANY OTHER PARTS REQUIRED TO HAVE AN																
	OPERATIONAL SYSTEM)	1	LS	$ 208,818.75	=	$ 208,818.75		$ 195,000.00	=	$ 195,000.00		$ 200,000.00	=	$ 200,000.00			
2	**LABOR ONLY:** FOR FILL SECTION OF EXISTING																
	DRAIN DITCH COMPACTED IN 12" LIFTS TO 95%																
	STANDARD PROCTOR DENSITY. INCLUDING																
	REQUIRED TESTING. (H.C. TO PROVIDE FILL DIRT																
	MATERIAL AND HAULING TO SITE)	1	LS	$ 5,000.00	=	$ 5,000.00		$ 19,500.00	=	$ 19,500.00		$ 95,000.00	=	$ 95,000.00			
3	**LABOR ONLY:** 25'x35' DIRT PAD COMPACTED IN																
	12" LIFTS TO 95% STANDARD PROCTOR DENSITY																
	AND SLOPED TO MEET NATURAL GROUND AT																
	1:3 SLOPE, INCLUDING REQUIRED TESTING.																
	(HIDALGO COUNTY TO PROVIDE FILL DIRT																
	MATERIAL AND HAULING TO SITE)	1	LS	$ 2,000.00	=	$ 2,000.00		$ 19,500.00	=	$ 19,500.00		$ 35,000.00	=	$ 35,000.00			
4	36" REINFORCED CONCRETE PIPE-RJ CL III																
	STORM DRAIN PIPE (APPROX. 13 FT. DEEP)	56	LF	$ 113.75	=	$ 6,370.00		$ 162.50	=	$ 9,100.00		$ 250.00	=	$ 14,000.00			

BID COMPARISON
HIDALGO COUNTY PCT. NO. 4 - HUD CDBG-R
FLOOD DRAINAGE FIKE PUMP STATION
BID NO. 5010/5209-94-0309-5000-9400-UCP-ML

Item No.	Item Description	Estimated Quantity	Unit	5125 COMPANY Unit Price		5125 COMPANY TOTAL	TROPICAL CONTRACTING Unit Price In Figures		TROPICAL CONTRACTING Total Extension In Figures	SAENZ UTILITY CONTRACTING Unit Price In Figures		SAENZ UTILITY CONTRACTING Total Extension In Figures
5	16" DR25 PVC FORCE MAIN DRAIN PIPE											
	(APPROX. 4 FT. DEEP)	40	LF	$ 75.00	=	$ 3,000.00	$ 71.50	=	$ 2,860.00	$ 65.00	=	$ 2,600.00
6	GRAVEL BEDDING, SAND-CEMENT STABILIZED											
	BACKFILL, AND SELECT BACKFILL FOR STORM											
	DRAIN PIPES AS PER PLAN DETAILS (16" & 36" LINES)	96	LF	$ 22.50	=	$ 2,160.00	$ 390.00	=	$ 37,440.00	$ 75.00	=	$ 7,200.00
7	TRENCH PROTECTION	96	LF	$ 6.25	=	$ 600.00	$ 78.00	=	$ 7,488.00	$ 2.00	=	$ 192.00
8	15' WIDE CALICHE OPEN-CUT, PATCH, & REPAIR	30	SY	$ 12.50	=	$ 375.00	$ 130.00	=	$ 3,900.00	$ 45.00	=	$ 1,350.00
9	TRAFFIC CONTROL	1	LS	$ 3,000.00	=	$ 3,000.00	$ 6,500.00	=	$ 6,500.00	$ 1,500.00	=	$ 1,500.00
10	TEMPORARY SEDIMENT CONTROL FENCE	1	LS	$ 1,550.00	=	$ 1,550.00	$ 1,950.00	=	$ 1,950.00	$ 2,000.00	=	$ 2,000.00
11	16"-90 DEGREE MJ ELBOW WITH MEGA LUGS	1	EA	$ 2,070.50	=	$ 2,070.50	$ 520.00	=	$ 520.00	$ 1,750.00	=	$ 1,750.00
12	16"-90 DEGREE MJ ELBOW WITH MEGA LUGS											
	TO CONNECT TO 16"x12" CAST IRON REDUCER											
	AT PUMP/LIFT STATION TOP	1	EA	$ 3,000.19	=	$ 3,000.19	$ 650.00	=	$ 650.00	$ 2,500.00	=	$ 2,500.00

BID COMPARISON
HIDALGO COUNTY PCT. NO. 4 - HUD CDBG-R
FLOOD DRAINAGE FIKE PUMP STATION
BID NO. 5010/5209-94-0309-5000-9400-UCP-ML

Item No.	Item Description	Estimated Quantity	Unit	5125 COMPANY Unit Price		5125 COMPANY TOTAL	TROPICAL CONTRACTING Unit Price In Figures		TROPICAL CONTRACTING Total Extension In Figures	SAENZ UTILITY CONTRACTING Unit Price In Figures		SAENZ UTILITY CONTRACTING Total Extension In Figures
13	RE-SHAPE DITCH TO 50 L.F. DOWN STREAM OF											
	16" DISCHARGE PIPE.	1	LS	$ 3,625.00	=	$ 3,625.00	$ 10,400.00	=	$ 10,400.00	$ 25,000.00	=	$ 25,000.00
14	REMOVE 8 L.F. & PLUG WITH CONCRETE ALL											
	EXISTING DRAIN PIPES AS PER PLANS	1	LS	$ 2,875.00	=	$ 2,875.00	$ 4,550.00	=	$ 4,550.00	$ 5,000.00	=	$ 5,000.00
				TOTAL	=	**$ 244,444.44**		=	**$ 319,358.00**		=	**$ 393,092.00**
ALTERNATE #1 BID												
1	30' WIDE CONCRETE STRUCTURE HEADWALL AT											
	EXISTING DITCH SOUTH OF CHAPIN ROAD,											
	INCLUDING 10' BOTTOM SLAB AT DITCH FLOWLINE											
	& FOOTINGS. AS PER PLAN DETAILS.	1	LS	$ 11,000.00	=	$ 11,000.00	$ 26,000.00	=	$ 26,000.00	$ 85,000.00	=	$ 85,000.00
				TOTAL	=	**$ 11,000.00**		=	**$ 26,000.00**		=	**$ 85,000.00**

BID COMPARISON
HIDALGO COUNTY PCT. NO. 4 - HUD CDBG-R
FLOOD DRAINAGE FIKE PUMP STATION
BID NO. 5010/5209-94-0309-5000-9400-UCP-ML

Item No.	Item Description	Estimated Quantity	Unit	5125 COMPANY Unit Price		5125 COMPANY TOTAL	TROPICAL CONTRACTING Unit Price In Figures		TROPICAL CONTRACTING Total Extension In Figures		SAENZ UTILITY CONTRACTING Unit Price In Figures		SAENZ UTILITY CONTRACTING Total Extension In Figures
ALTERNATE #2 BID													
1	COMPLETE PUMP/LIFT STATION METAL												
	BUILDING TO BE CONSTRUCTED TO MEET 105												
	MPH WIND LOAD. (INCLUDING CONCRETE												
	FOUNDATION, OVERHEAD DOOR, REGULAR												
	ACCESS DOOR, & ROOF VENTS.)	1	LS	$ 13,000.00	=	$ 13,000.00	$ 32,500.00	=	$ 32,500.00		$ 35,000.00	=	$ 35,000.00
				TOTAL	=	$ 13,000.00		=	$ 32,500.00			=	$ 35,000.00
ALTERNATE #3 BID													
1	KOHLER 80REOZJB, EPA TIER 3 DIESEL ENGINE												
	CERTIFIED TO MEET EPA EMISSIONS REQUIRE												
	MENTS, UL 2200 LISTED GENERATOR SET,												
	480/277 VAC, 3 PHASE, WEATHER RESISTANT												
	HOUSING, BATTERY CHARGER AND BATTERY												
	COOLANT HEATER, TWO YEAR WARRANTY.												
	400 AMP, 3 PHASE, 3 POLE, NEMA 3 ENCLOSU												
	RE, IN-PHASE MONITOR, CALENDAR, AND												
	STAINLESS STEEL FLEXIBLE EXHAUST												
	CONNECTOR. TURNKEY INSTALLATION												
	INCLUDING ELECTRICALS, FUEL, DELIVERY,												

BID COMPARISON
HIDALGO COUNTY PCT. NO. 4 - HUD CDBG-R
FLOOD DRAINAGE FIKE PUMP STATION
BID NO. 5010/5209-94-0309-5000-9400-UCP-ML

Item No.	Item Description	Estimated Quantity	Unit	5125 COMPANY Unit Price		5125 COMPANY TOTAL		TROPICAL CONTRACTING Unit Price In Figures		TROPICAL CONTRACTING Total Extension In Figures		SAENZ UTILITY CONTRACTING Unit Price In Figures		SAENZ UTILITY CONTRACTING Total Extension In Figures
	STARTUP, AND PERMITS.	1	LS	$ 40,000.00	=	$ 40,000.00		$ 52,000.00	=	$ 52,000.00		$ 75,000.00	=	$ 75,000.00
				TOTAL	=	$ 40,000.00			=	$ 52,000.00			=	$ 75,000.00
ALTERNATE # 4 BID														
1	6' COMMERCIAL GRADE CHAINLINK FENCE	260	LF	$ 26.25	=	$ 6,825.00		$ 32.50	=	$ 8,450.00		$ 29.00	=	$ 7,540.00
2	6' COMMERCIAL GRADE CHAINLINK 12' WIDE GATE	1	EA	$ 1,175.00	=	$ 1,175.00		$ 4,550.00	=	$ 4,550.00		$ 3,500.00	=	$ 3,500.00
				TOTAL	=	$ 8,000.00			=	$ 13,000.00			=	$ 11,040.00
ALTERNATE # 5 BID														
1	12' WIDE CONCRETE DRIVEWAY	112	SY	$ 46.88	=	$ 5,250.56		$ 97.50	=	$ 10,920.00		$ 95.00	=	$ 10,640.00
2	4' WIDE CONCRETE WALKWAY	5	SY	$ 49.89	=	$ 249.45		$ 65.00	=	$ 325.00		$ 95.00	=	$ 475.00
				TOTAL	=	$ 5,500.01			=	$ 11,245.00			=	$ 11,115.00

BID COMPARISON
HIDALGO COUNTY PCT. NO. 4 - HUD CDBG-R
FLOOD DRAINAGE FIKE PUMP STATION
BID NO. 5010/5209-94-0309-5000-9400-UCP-ML

Item No.	Item Description	Estimated Quantity	Unit	5125 COMPANY Unit Price		5125 COMPANY TOTAL		TROPICAL CONTRACTING Unit Price In Figures		TROPICAL CONTRACTING Total Extension In Figures		SAENZ UTILITY CONTRACTING Unit Price In Figures		SAENZ UTILITY CONTRACTING Total Extension In Figures
ALTERNATE # 6 BID														
1	CONCRETE RIP-RAP WITH EXTENSION AT	170	SY	$ 10,000.00	=	$ 10,000.00		$ 97.50	=	$ 16,575.00		$ 82.00	=	$ 13,940.00
	EXISTING DITCH NORTH OF CHAPIN ROAD													
				TOTAL	=	$ 10,000.00			=	$ 16,575.00			=	$ 13,940.00
ALTERNATE # 7 BID														
1	36" REINFORCED CONCRETE PIPE-RJ CL III													
	STORM DRAIN PIPE (APPROX. 13 FT. DEEP)	40	LF	$ 145.00	=	$ 5,800.00		$ 162.50	=	$ 6,500.00		$ 350.00	=	$ 14,000.00
2	GRAVEL BEDDING, SAND-CEMENT STABILIZED													
	BACKFILL, AND SELECT BACKFILL FOR STORM													
	DRAIN PIPES AS PER PLAN DETAILS	40	LF	$ 22.50	=	$ 900.00		$ 390.00	=	$ 15,600.00		$ 75.00	=	$ 3,000.00
3	TRENCH PROTECTION	40	LF	$ 12.50	=	$ 500.00		$ 78.00	=	$ 3,120.00		$ 2.00	=	$ 80.00
				TOTAL	=	$ 7,200.00			=	$ 25,220.00			=	$ 17,080.00

BID COMPARISON
HIDALGO COUNTY PCT. NO. 4 - HUD CDBG-R
FLOOD DRAINAGE FIKE PUMP STATION
BID NO. 5010/5209-94-0309-5000-9400-UCP-ML

Item No.	Item Description	Estimated Quantity	Unit	5125 COMPANY Unit Price		5125 COMPANY TOTAL	TROPICAL CONTRACTING Unit Price In Figures		TROPICAL CONTRACTING Total Extension In Figures	SAENZ UTILITY CONTRACTING Unit Price In Figures		SAENZ UTILITY CONTRACTING Total Extension In Figures
ALTERNATE # 8 BID												
1	COMPLETE DUPLEX PUMP ASSEMBLY AND INSTA											
	LLATION (NATIONAL PUMP COMPANY VERTICAL											
	TURBINE PUMPS (SINGLE STAGE) WITH 12" DISCH											
	ARGE FLANGE MODEL K20HC AS PER PLAN											
	DETAILS) MATERIAL AND LABOR	1	LS	$ 128,000.00	=	$ 128,000.00	$ 115,550.00	=	$ 115,550.00	$ 80,000.00	=	$ 80,000.00
				TOTAL	=	$ 128,000.00		=	$ 115,550.00		=	$ 80,000.00
ALTERNATE # 9 BID												
1	COMPLETE SIMPLEX PUMP ASSEMBLY AND INSTA											
	LLATION WITH ALL APPURTENANCES READY TO											
	INSTALL A SECOND PUMP AND A FLANGE COVER.											
	(NATIONAL PUMP TURBINE PUMP (SINGLE STAGE)											
	WITH 12" DISCHARGE FLANGE MODEL K20HC AS											
	PER PLAN DETAILS) MATERIAL AND LABOR	1	LS	$ 88,000.00	=	$ 88,000.00	$ 80,500.00	=	$ 80,500.00	$ 40,000.00	=	$ 40,000.00
				TOTAL	=	$ 88,000.00		=	$ 80,500.00		=	$ 40,000.00

BID COMPARISON
HIDALGO COUNTY PCT. NO. 4 - HUD CDBG-R
FLOOD DRAINAGE FIKE PUMP STATION
BID NO. 5010/5209-94-0309-5000-9400-UCP-ML

Item No.	Item Description	Estimated Quantity	Unit	5125 COMPANY Unit Price		5125 COMPANY TOTAL	TROPICAL CONTRACTING Unit Price In Figures		TROPICAL CONTRACTING Total Extension In Figures	SAENZ UTILITY CONTRACTING Unit Price In Figures		SAENZ UTILITY CONTRACTING Total Extension In Figures
ALTERNATE # 10 BID												
1	**SINGLE PUMP INSTALLATION LABOR ONLY**											
	(PUMP ASSEBMLY TO BE FURNISHED BY HIDALGO											
	COUNTY)	1	LS	$ 21,000.00	=	$ 21,000.00	$ 26,000.00	=	$ 26,000.00	$ 10,000.00	=	$ 10,000.00
				TOTAL	=	$ 21,000.00	**TOTAL**	=	$ 26,000.00	**TOTAL**	=	$ 10,000.00

BID COMPARISON
HIDALGO COUNTY PCT. NO. 4 - HUD CDBG-R
FLOOD DRAINAGE FIKE PUMP STATION
BID NO. 5010/5209-94-0309-5000-9400-UCP-ML

Item No.	Item Description	Estimated Quantity	Unit	5125 COMPANY Unit Price	5125 COMPANY TOTAL	TROPICAL CONTRACTING Unit Price In Figures	TROPICAL CONTRACTING Total Extension In Figures	SAENZ UTILITY CONTRACTING Unit Price In Figures	SAENZ UTILITY CONTRACTING Total Extension In Figures
OPTION 1									
	BASE BID				$ 244,444.44		$ 319,358.00		$ 393,092.00
	ALTERNATE NO. 1 TOTAL (Headwall at South side of Chapin Road)				$ 11,000.00		$ 26,000.00		$ 85,000.00
	ALTERNATE NO. 2 TOTAL (Metal Building for Lift Station)				$ 13,000.00		$ 32,500.00		$ 35,000.00
	ALTERNATE NO. 3 TOTAL(Generator)				$ 40,000.00		$ 52,000.00		$ 75,000.00
	ALTERNATE NO. 4 TOTAL(Fencing for Lift Station)				$ 8,000.00		$ 13,000.00		$ 11,040.00
	ALTERNATE NO. 5 TOTAL(Driveway for Lift Station)				$ 5,500.01		$ 11,245.00		$ 11,115.00
	ALTERNATE NO. 6 TOTAL(Rip-Rap North of Chapin Road)				$ 10,000.00		$ 16,575.00		$ 13,940.00
	ALTERNATE NO. 7 TOTAL(36"RCP-RJ Crossing of Chapin Road)				$ 7,200.00		$ 25,220.00		$ 17,080.00
	ALTERNATE NO. 8 TOTAL(Duplex Pump)				$ 128,000.00		$ 115,550.00		$ 80,000.00
				OPTION 1 TOTAL	$ 467,144.45		$ 611,448.00		$ 721,267.00
OPTION 2									
	BASE BID and Alternates No. 1 Through 7				$ 339,144.45		$ 495,898.00		$ 641,267.00
	ALTERNATE NO. 9 TOTAL(Single Pump)				$ 88,000.00		$ 80,500.00		$ 40,000.00
				OPTION 2 TOTAL	$ 427,144.45		$ 576,398.00		$ 681,267.00
OPTION 3									
	BASE BID and Alternates No. 1 Through 7				$ 339,144.45		$ 495,898.00		$ 641,267.00
	ALTERNATE NO. 10 TOTAL(Remove Pump @ Faysville and install Lift Station)				$ 21,000.00		$ 26,000.00		$ 10,000.00
				OPTION 3 TOTAL	$ 360,144.45		$ 521,898.00		$ 651,267.00

BID COMPARISON
HIDALGO COUNTY PCT. NO. 4 - HUD CDBG-R
FLOOD DRAINAGE FIKE PUMP STATION
BID NO. 5010/5209-94-0309-5000-9400-UCP-ML

Item No.	Item Description	Estimated Quantity	Unit	5125 COMPANY Unit Price	5125 COMPANY TOTAL	TROPICAL CONTRACTING Unit Price In Figures	TROPICAL CONTRACTING Total Extension In Figures	SAENZ UTILITY CONTRACTING Unit Price In Figures	SAENZ UTILITY CONTRACTING Total Extension In Figures
OPTION 4									
	BASE BID and Alternates No. 1 Through 7				$ 339,144.45	(5125 Company)			
	ALTERNATE NO. 8 TOTAL(Duplex Pump)				$ 80,000.00	(Saenz Utility)			
				OPTION 4 TOTAL	$ 419,144.45				
OPTION 5									
	BASE BID and Alternates No. 1 Through 7				$ 339,144.45	(5125 Company)			
	ALTERNATE NO. 9 TOTAL(Single Pump)				$ 40,000.00	(Saenz Utility)			
				OPTION 5 TOTAL	$ 379,144.45				
OPTION 6									
	BASE BID and Alternates No. 1 Through 7				$ 339,144.45	(5125 Company)			
	ALTERNATE NO. 10 TOTAL(Remove Pump @ Faysville and install Lift Station)				$ 10,000.00	(Saenz Utility)			
				OPTION 6 TOTAL	$ 349,144.45				

CONSTRUCTION CONTRACT

This Agreement, entered into this 21st day of February 2012 by and between **HIDALGO COUNTY URBAN COUNTY PROGRAM,** joined by Hidalgo County Precinct No. 4 (hereinafter called the "OWNER", acting herein through its **COUNTY JUDGE**, and **The 5125 Company**, (a corporation) of Mission, State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

PROJECT NAME: Hidalgo County Precinct No. 4 – HUD CDBG-R Fike Pump Structure - Flood drainage improvements project
PROJECT #: 5010/5209-94-0309-5000-9400-UCP-ML
PROJECT DESCRIPTION: installation of a drainage pump structure with appurtenances, pump housing, generator, and the installation of a storm sewer line across Mile 17 Road with an endwall and headwall.

hereinafter called the project, for the sum of **($339,144.45) Three hundred thirty nine thousand one hundred forty four dollars, and forty-five cents,** and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the—plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **Raul Sesin, Project Engineer** entitled the Engineer, and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within **75** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **$250.00** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor", of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

_____
Contractor

Name of Firm: The 5125 Company

Address: 1008 Doherty
Mission, TX 785 72

Fed. I.D. #/S.S. 74-2507983

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

This instrument was acknowledged before me on this the __ day of _____, 20_____,

by _____, _____ of and on behalf of _____ .
(title) (a corporation) (a partnership) (an individual)

_____
Notary Public - Signature

WITNESS:

URBAN COUNTY PROGRAM

_____

_____
Diana R. Serna
Urban County Director

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/08/2012

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
Southern American Insurance Agency, Inc.
8203 Willow Place South
Suite 500
Houston, TX 77070

CONTACT NAME: Kristi Murphy
PHONE (A/C, No, Ext): 281.890.9294 FAX (A/C, No): 281.890.2229
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Arch Insurance Company	
INSURER B:	Princeton Excess & Surplus	
INSURER C:	Texas Mutual Insurance Co.	22945
INSURER D:		
INSURER E:		
INSURER F:		

INSURED The 5125 Company
1008 Doherty
Mission, TX 78572

COVERAGES CERTIFICATE NUMBER: 2011-2012 9 08 Master REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Blanker Addl Insd X Blanket Waiver GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			HWPKG0001102 PRIMARY/NON-CONTRIBUTORY	09/08/2011	09/08/2012	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			HWPKG0001102	09/08/2011	09/08/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			66A3UB0000751-03	09/08/2011	09/08/2012	EACH OCCURRENCE AGGREGATE Pro/CompOps Agg	$ 2,000,000 $ 2,000,000 $ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		TSF0001142644	03/17/2011	03/17/2012	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: All Projects
SEE ATTACHED FOR COMPLETE DESCRIPTION
30 Day Notice of Cancellation; except, 10 Day for Non-pay.
Certificate is subject to policy terms, conditions, limitations and exclusions.

Received
FEB 9 2012
Urban County Program

CERTIFICATE HOLDER

FAX: 956.787.5291

Hidalgo County Urban County Program
Attn: Monica Leal
1916 Tesoro Street
Pharr, TX 78577

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 C.A. McClure

Southern American Ins. Agcy./JJV

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Hidalgo County Urban County Program

Certificate issued to Hidalgo County Urban County Program **02/08/2012**

Southern American Insurance Agency, Inc.

02/08/2012
RE: All Projects

Additional Insured in favor of Hidalgo County Urban County Program with regard to all policies except Workers Compensation as required by written contract.

Waiver of Subrogation in favor of Hidalgo County Urban County Program with regard to all policies as required by written contract and permissible by law.

30 Day Notice of Cancellation; exxcept, 10 Day for Non-pay.

Certificate is subject to policy terms, conditions, limitations and exclusions.

CONSTRUCTION CONTRACT

This Agreement, entered into this 21st day of February 2012 by and between **HIDALGO COUNTY URBAN COUNTY PROGRAM,** joined by Hidalgo County Precinct No. 4 (hereinafter called the "OWNER", acting herein through its **COUNTY JUDGE**, and **Saenz Utility Contractors, LTD.**,(a corporation) of Edcouch, State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

PROJECT NAME: Hidalgo County Precinct No. 4 – HUD CDBG-R Fike Pump Structure - Flood drainage improvements project

PROJECT #: 5010/5209-94-0309-5000-9400-UCP-ML

PROJECT DESCRIPTION: installation of a drainage pump structure with appurtenances, pump housing, generator, and the installation of a storm sewer line across Mile 17 Road with an endwall and headwall.

hereinafter called the project, for the sum of **($40,000.00) Forty Thousand dollars and no cents,** and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **Raul Sesin, Project Engineer** entitled the Engineer, and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within **75** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **$250.00** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor", of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

_____
Contractor

Name of Firm: Saenz Utility Contractors, LTD

Address: 22290 FM 88
Edcouch, Texas 78538

Fed. I.D. #/S.S. 47-0875517

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

This instrument was acknowledged before me on this the ___ day of _____, 20_____,

by _____, _____ of and on behalf of _____ .
(title) (a corporation) (a partnership) (an individual)

_____
Notary Public - Signature

WITNESS:

URBAN COUNTY PROGRAM

_____

_____
Diana R. Serna
Urban County Director

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/10/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Willis of Texas, Inc
1826 North Loop 1604 West
Suite 375
San Antonio TX 78248

CONTACT NAME:
PHONE (A/C, No, Ext): 210-979-7470 **FAX (A/C, No):** 210-979-7474
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Lloyds Insurance Company	41262
INSURER B: Travelers Casualty Ins. Co. of Amer	19046
INSURER C: Travelers Indemnity Co. of Connecti	25682
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Saenz Utility Contractors, LTD
22290 North FM 88
Edcouch TX 78538

COVERAGES **CERTIFICATE NUMBER:** 1312645631 **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			CO6447N9966	6/3/2011	6/3/2012	EACH OCCURRENCE	$1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC							$
B	AUTOMOBILE LIABILITY			BA6428N539	6/3/2011	6/3/2012	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
C	[X] UMBRELLA LIAB [ ] OCCUR			CUP5463B477	6/3/2011	6/3/2012	EACH OCCURRENCE	$2,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [X] RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB6471N935	6/3/2011	6/3/2012	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Real & Personl Property Equipment Floater Rental Equipment			6606468N92A	6/3/2011	6/3/2012	Building Limit: Limit per item	$318,750 $465,000 $300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Hidalgo County
2812 South Business Highway 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
Harmon Hamann

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AI-30923 **15. A.**

CC REGULAR

Meeting Date: 02/21/2012

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion and/or action, including but not limited to Elections and Redistricting

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/03/2012 09:29 AM
Roland Garcia	Rolando Garcia	02/10/2012 03:00 PM
Auditor's Office	Arcilia Duran	02/14/2012 01:18 PM
Purchasing Department	Marty Salazar	02/14/2012 03:15 PM

Form Started By: Monica Badillo Started On: 02/03/2012

Final Approval Date: 02/14/2012

AI-31048 **16. A.**

CC REGULAR

Meeting Date: 02/21/2012

Department: RIGHT OF WAY DEPT.

Information

CAPTION

Consideration and approval to purchase a certain tract of land also known as Parcel 14- San Carlos Drainage Improvements- Trenton Drain Project.

BACKGROUND

Commissioners' Court Approved on February 07, 2012.

Fiscal Impact

FISCAL YEAR: 2 **ACCT. #:** 1-6536-94-0100-5000-9400

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

BUDGETARY IMPACT:

Paying out of Urban County Funds

Attachments

Trenton Drain Project-#14

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/13/2012 03:50 PM
Olga Garza	Olga Garza	02/15/2012 04:11 PM
Auditor's Office	Arcilia Duran	02/15/2012 05:17 PM
Dina Trevino	Merlen P. Munoz	02/16/2012 09:01 AM
Olga Garza	Olga Garza	02/16/2012 02:26 PM
Purchasing Department	Marty Salazar	02/16/2012 04:00 PM

Form Started By: Rebecca Gomez Started On: 02/13/2012 01:59 PM

Final Approval Date: 02/16/2012

COUNTY of HIDALGO

JOSEPH PALACIOS
1051 N. DOOLITTLE RD.
EDINBURG, TEXAS 78542
OFFICE: (956) 383-3112
FAX: (956) 381-5905



COUNTY COMMISSIONER, PCT. NO. 4

MEMO

To: **Commissioners' Court**

From: **J. Benito Rodriguez**
Precinct 4 Right of Way Agent

Date: **February 6, 2012**

Subject: **San Carlos Drainage Improvements-Trenton Drain Project:**
Parcel # 14—Ramon Martinez

Appraised Value	**$ 4,527.00**
Settlement Demand	**$ 6,000.00 ****
Difference	**$ 1,473.00 *****

*****See attached Supporting Documents**

Commissioners' Court Executive Session February 07, 2012.

_____**Approved**

_____**Not Approved**

January 31, 2012

To whom it may concern ,

I, Ramon Martinez have received your offer in the amount of $4,527.00 to purchase a piece of my property for your proposed drainage system. However, at this time, I would like to submit a counter offer of $6,000.00 to the County of Hidalgo for consideration

The property has costal grass that is harvested and made into bales. Which is used to pay for my collage education? In selling a portion of my property, I will no longer have these revenues. Being the reason I consider this to be a fair settlement.

Respectfully,

Ramon Martinez

Form ROW-A-6
Rev. 7/2004
GSD-EPC

REAL ESTATE APPRAISAL REPORT
TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property: Located along Trenton Road, 0.5 Miles East of Tower Road, Hidalgo County, Texas.
District: N/A
Property Owner: Construction & More, LLC
ROW CSJ: N/A
Address of Property Owner: 212 North 38th Street McAllen Texas 78504
Parcel: 14
Occupant's Name: N/A
Federal Project No: N/A
Whole: ☐ **Partial:** ☒ **Acquisition**
Highway: Trenton Drain **County:** Hidalgo

Purpose of the Appraisal

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

Market Value

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

Certificate of Appraiser

I hereby certify that, it is my opinion the total compensation for the acquisition of the herein described property is $4,527.00 as of February 21, 2011, based upon my independent appraisal and the exercise of my professional judgment; on February 21, 2011, (date)(s), I personally inspected in the field the property herein appraised; I afforded Construction & More, LLC , the property owner or the representative (s) of the property owner, the opportunity to accompany me at the time of the inspection. The comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on February 21, 2011, I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of the, Hidalgo County Precinct No. 4, officials of the Federal Highway Administration until authorized by County officials to do so, or until I am required to do so by due process of law or until I am released from this obligation by having publicly testified to such findings; and, my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

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

Appraiser Signature

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

March 1, 2011
Date

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

District Reviewing Appraiser Date 3-23-11

Certificate of Appraisal

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

Identification of Client & Intended User of Appraisal Report

The client for this report is identified as Hidalgo County Precinct No. 4 under the direction of Honorable Hidalgo County Commissioner Joseph Palacios. Commissioner Palacios and others which would be involved with the acquisition of said proposed right-of-way. The part to be acquired is for the use as a portion of a drainage improvement project with the project limits: Being an area of land located between Alberta Road and Trenton Road, from Alamo Road to east of Tower Road, in Hidalgo County, Texas.

The intended use of the report is to assist Mr. Benito Rodriguez, Right-of-Way Agent and others involved with the project, for future negotiations of acquiring a portion of said property as fee simple in the name of the County of Hidalgo. This report is not intended for any other use, unless specified by the client. The clients have identified that the report shall be a summary appraisal report, which is to conform to the ROW-A-6 Form Rev. 7/2004. The intended user of the report is defined as Hidalgo County Precinct No. 4, and may include other governmental entities which may be participating in the project. Benito Rodriguez, Right-of-Way Agent of the Hidalgo County Right-of-Way Department, shall be the project manager for this project under the direction of Commissioner Joseph Palacios, Jr. Mr. Rodriguez has a local office located at 2401 N Moorefield Road, Mission, Texas and can be contacted at (956) 283-8134.

Scope of the Assignment

By work order dated January 31, 2011 on behalf of Hidalgo County Precinct No. 4, Benito Rodriguez, requested for Leonel Garza Jr. & Associates LLC to prepare an appraisal report of the part to be acquired as described by survey and metes and bounds created by Quintanilla, Headley and Associates, Inc Engineering located at 124 E. Stubbs Street, Edinburg, Texas. Leonel Garza III is the owner of Leonel Garza Jr. & Associates, LLC located at 1419 Dove Avenue Ste 1, McAllen, Texas. This office has been in operation for over 30 years of which Leonel Garza III, became owner of the family operation after the passing of Leonel Garza Jr. in 1998. Leonel Garza III has specialized in right-of-way acquisition field for over 10 years of which has performed projects in the following County's: Cameron County, Hidalgo County, Starr County, Zapata County, Webb County, Nueces County and Brooks County. Leonel Garza III, shall inspect each property personally along with staff member and General Certified Appraiser Luis C. Garza License No. 1338051 who has worked under the direction of Leonel Garza III for over five (5) years. Luis C. Garza will aid in the preparation of the report, however, all analysis, determination of comparables and the determination of compensable items shall be performed by Leonel Garza III. The scope of the assignment is to appraise the area as fee simple in its present "as is condition" subject to governmental regulation, and in terms of a cash transaction. In addition, the scope is requiring the appraiser to make the extraordinary condition that the subject property is free from contamination of which could affect the overall market value of the subject property as a whole and the part to be acquired. Each property owner shall be sent a letter of intent to inspect the subject property and offer any additional inspections on-site and in the presence of the owner(s) and or owner(s) representative (as requested). In the event access is not granted to enter the subject area, the appraiser is to proceed off-site along existing road right-of-way as indicated by survey. The scope of the assignment requires that comparable market sales within the area be identified and analyzed for comparability and for their reliability in determining the estimated market value of the subject property. The comparables have been collected, confirmed and analyzed with respect to comparability to the subject property. These comparable sales were gathered through various sources which included the Greater McAllen Multiple Listing Service, local Realtors & Brokers, Real Estate Appraisers, and conversations with various owners along the project. Listings along Trenton Road and Alberta Road were also reviewed in order to determine the current market asking price for property along the project. The appraisal report shall indicate the current market value of the subject property as per date of on-site and or off-site inspection without project influence as indicated by scope. The inspection is limited by the permissibility of the subject owner as per date of report. In the event an on-site inspection was not permitted, the appraiser continued the inspection off-site along existing road right of way.

Purpose of the Appraisal Report

This appraisal is prepared for the purpose of estimating the current market value of the fee simple estate of the subject property in order to determined the value of the proposed right-of-way to be acquired by the Hidalgo County Precinct No. 4, as defined within this report. This appraisal does not include any enhancement in value resulting from items of intangible personal property such as marketing and management skill, an assembled work force, working capital, trade names, franchises, patents, trademarks, contracts, leases (mineral and or ground lease), or operating agreements and project influence (if any exist). The area to be acquired may contain personal property items and or real estate items, which may be compensable for the purpose of right-of-way acquisition only. These items deemed compensable shall be included within the body of the report and itemized for clarity. Any improvements not located within the part to be acquired and outside of the permissibility of inspection as defined by the subject owner, shall be given a stated value based on the assessment established by the corresponding Appraisal District and or by off-site estimation by appraiser as they are not affected by the acquisition.

Property Rights Appraised

As per scope of the assignment the property rights being appraised in this report consist of the fee simple estate of the subject property. Fee Simple Estate is defined by the Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 113, by the Appraisal Institute as being: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat." The subject property is encumbered with an active irrigation easement. As per scope of the assignment a value estimate for the easement is also to be determined. According to the Dictionary of Real Estate Appraisal "An easement is the conveyance of certain property rights, but not ownership, to a parcel of real estate." By definition, the ownership of real estate is endowed with a bundle of rights.

Accessibility To Subject Property

As per scope of the assignment, the subject property shall be inspected in order to verify any and all improvements affected by the part to be acquired. In the event the remainder after the acquisition is affected by the proposed acquisition the remainder shall be inspected in order to determine damages (diminution) to market value if any exist. The property owner of record shall be sent a letter of intent to inspect and offer the opportunity for an on-site inspection in the presence of the appraiser, Leonel Garza III. The owner of record, as per the Hidalgo County Appraisal District was sent a letter of intent to inspect the subject property on the week of February 3, 2011. A copy of the certified letter is located within the addenda of this report. In the event no written or verbal permission was granted to the office of Leonel Garza Jr. & Associates LLC prior to date of inspection, the inspection proceeded off-site along existing road right-of-way as per scope. The property owner shall always reserve the right to contact the office of Leonel Garza Jr. & Associates LLC (956) 687-7295, after the date of inspection for an additional on-site inspection in their presence with appraiser, Leonel Garza III.

Analysis of Subject As A Whole

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

Economic Unit Analysis

The subject property shall be analyzed based on a 9.85 Acres tract of land as indicated by survey. The area for the subject property as a whole is indicated as per survey provided by Quintanilla, Headley and Associates, Inc dated August 4, 2010. The comparable sales used for the analysis of the subject property as whole and as the partial acquisition indicated a range of economic units of 3.9 acres to 10.555 acres. These indicated economic unit values are used for the valuation of the proposed acquisition as the part to be acquired does constitute an economic unit. Therefore, the pro-rata part of the whole is applied as the market valuation of the whole.

Part To Be Acquired

The proposed acquisition is comprised of fee land in which the net land area to be acquired is 0.323 acres (14,070 square feet). The part to be acquired is encumbered by an 0.120 acre H.C.I.D. No. 2 Irrigation easement and a 0.023 acre Texas Eastern Transmission Corporation gas line easement, leaving a net 0.180 acre (7,841 square feet) of land owned in fee simple. The proposed acquisition has approximately 330.08' lineal feet of frontage along the southern property line of the subject property, south of Trenton Road. The proposed acquisition, which is the subject of this report, shall be evaluated as a whole as determined by the approaches to market value selected. The subject shall be valued based on the highest and best use as a residential use tract of land, which is based on the local market trends along Trento Road. This highest and best use is further explained on page 3.2 of this report.

To Be Acquired (Net)	**0.180**	**Acres**
	7,841	**Square Feet**

Legal Description: Part To Be Acquired

A 0.323 of an acre tract of land out of Lot 1, Block 54, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 1, Page 24-26, Map Records, Hidalgo County, Texas, and according to Warranty Deed with Vendor's Lien Recorded Under County Clerk's Document Number 1859287, Official Records, Hidalgo County, Texas.

Remainder Before and After Acquisition

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

Property Tax Information

The Hidalgo County Appraisal District is located at 4405 S. Professional Dr., Edinburg, Texas and can also be accessed via www.hidalgoad.org. According to the information provided by the website, the subject property was confirmed to be under the ownership of Construction & More, LLC . This was found under the tax account 113255 of which the subject property is current assessed at $12,136. The land portion of the assessment is indicated to be $98,500 for 9.85 acres which equates to $10,000 per acre. A portion of the subject property currently receives an agriculture use exemption due to its current use for row crop farming, as such the assessed agricultural use value is $3,636 for 9.00 acres. The agricultural assessed unit rate is $404.00 per acre. The property taxes for the subject appear to be current; however, further research with the Hidalgo tax office shall be required to confirm any outstanding tax liabilities attributable to the subject property.

General Site Assessment Statement

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

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

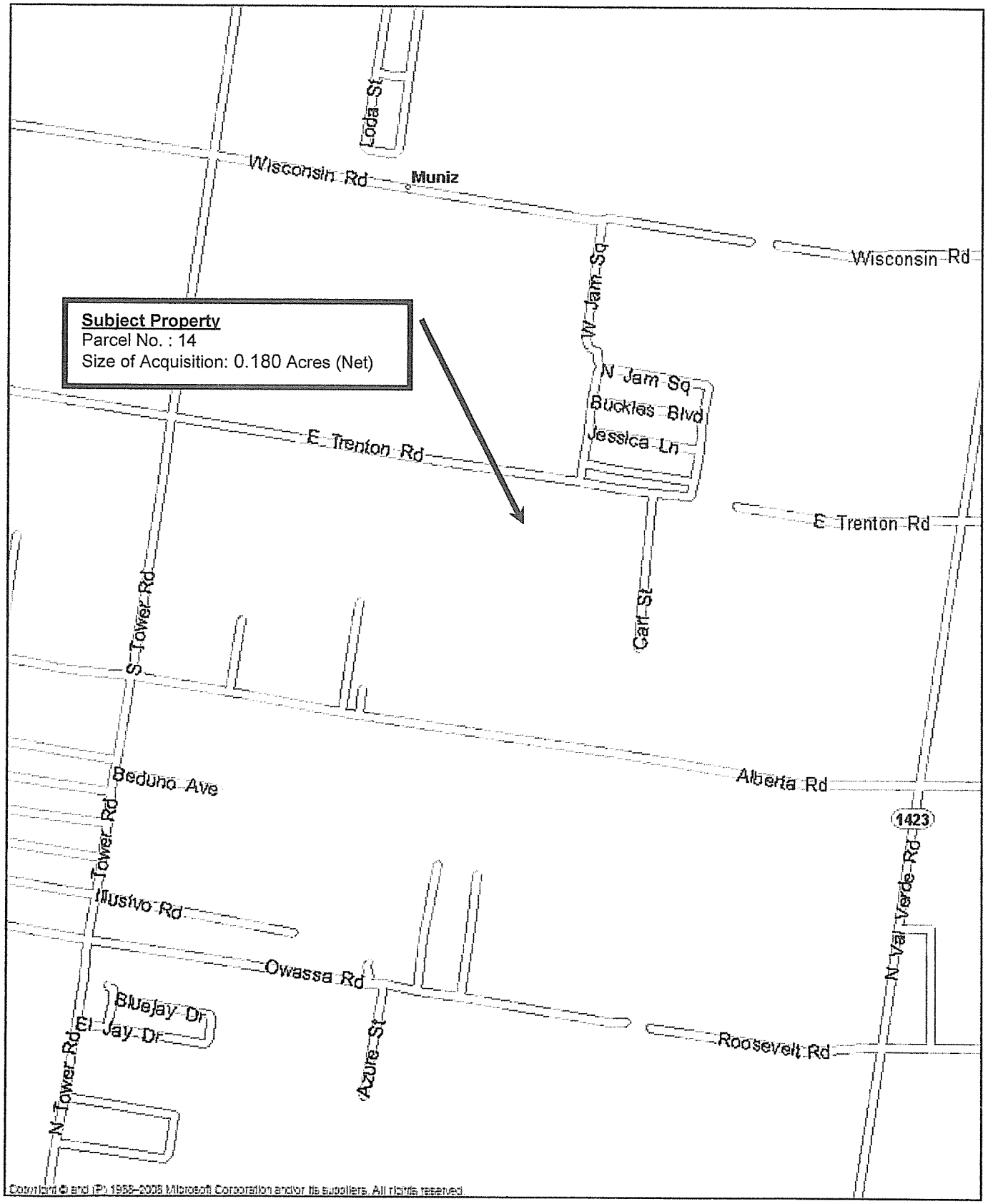
Identification of Personal Property
As per scope of the assignment, no personal property located within the proposed right-of-way and the remainder before and after the acquisition shall be included for compensation, unless it was determined by the appraiser that these item shall be affected or damaged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

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

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

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

LOCATION MAP OF SUBJECT PROPERTY



Microsoft® MapPoint 2006 (13.00.15.2800)

AERIAL PHOTOGRAPH OF SUBJECT PROPERTY

Google Earth



AERIAL PHOTOGRAPH OF SUBJECT PROPERTY

Google Earth (Closer View of Subject Property)



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

FIELD NOTES OF PART TO BE ACQUIRED (Page 1 of 1)

METES AND BOUNDS

HIDALGO COUNTY PRECINCT No.4
SAN CARLOS DRAINAGE IMPROVEMENTS
TRENTON DRAIN
PARCEL: No.14 FEE SIMILE

A 0.223 OF AN ACRE TRACT OF LAND OUT OF LOT 1, BLOCK 54, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24-25, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1859237, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE SOUTH LINE OF LOT 1 FOR THE SOUTHEAST CORNER OF THE ANASTACIO SANCHES TRACT (THE WEST HALF OF THE EAST HALF OF LOT 1, BLOCK 54, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1317326, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHWEST CORNER OF THIS TRACT, SAID ROD BEARS S 81°28'09" E, 993.31 FEET FROM THE SOUTHWEST CORNER OF LOT 1.

THENCE; N 08°31'51" E, ALONG THE EAST LINE OF THE ANASTACIO SANCHES TRACT, A DISTANCE OF 65.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 81°28'09" E, A DISTANCE OF 84.53 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; S 06°30'21" W, A DISTANCE OF 30.02 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 81°28'09" E, A DISTANCE OF 344.66 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE EAST LINE OF LOT 1 FOR THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 08°31'51" W, ALONG THE EAST LINE OF LOT 1, A DISTANCE OF 35.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE SOUTHEAST CORNER OF LOT 1 AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 81°28'09" W, ALONG THE SOUTH LINE OF LOT 1, A DISTANCE OF 330.08 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.223 OF AN ACRE OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH ALAMO ESTATES UNIT No.2, RECORDED IN VOLUME 30, PAGE 153, MAP RECORDS, HIDALGO COUNTY, TEXAS.

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

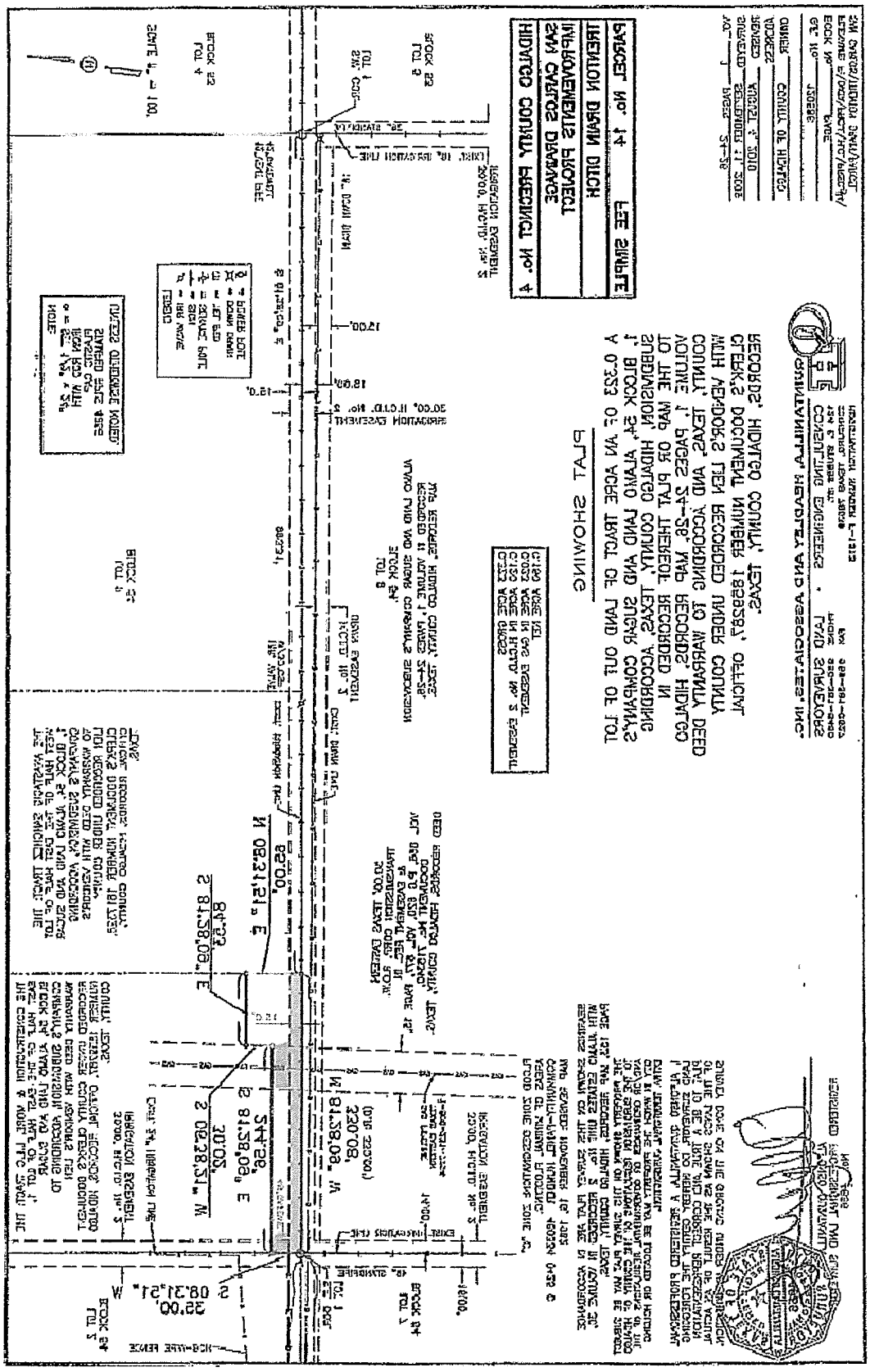
I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THE ABOVE METES AND BOUNDS TO BE TRUE AND CORRECT, AND TO BE THE REPRESENTATION AND RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

DATE PREPARED: August 3, 2010

ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4856

STATE OF TEXAS
REGISTERED
ALFONSO QUINTANILLA
4856
PROFESSIONAL
SURVEYOR

SURVEY OF PART TO BE ACQUIRED (Page 2 of 2)



Green Highlighted Area = Existing Easement / Yellow Highlighted Area = Proposed Right of Way

PHOTOGRAPHS OF SUBJECT PROPERTY

Parcel No.: 14

Local Address: Located along Trenton Road, 0.5 Miles East of Tower Road, Hidalgo County, Texas.

Date Taken: February 21, 2011

Taken By: :Leonel Garza III

Point which taken: Photo 1: Trenton Road ROW
Photo 2: Trenton Road ROW

Looking: Photo 1: Southern View
Photo 2: Eastern View



Southern view of the subject property.



Eastern view of Trenton Road.

Point which taken: Photo 3: HCID#2 ROW
Photo 4: HCID#2 ROW

Looking: Photo 3: Northern View
Photo 4: Eastern View



Photo 3

Northern view of the subject property; taken from existing HCID #2 right of way.

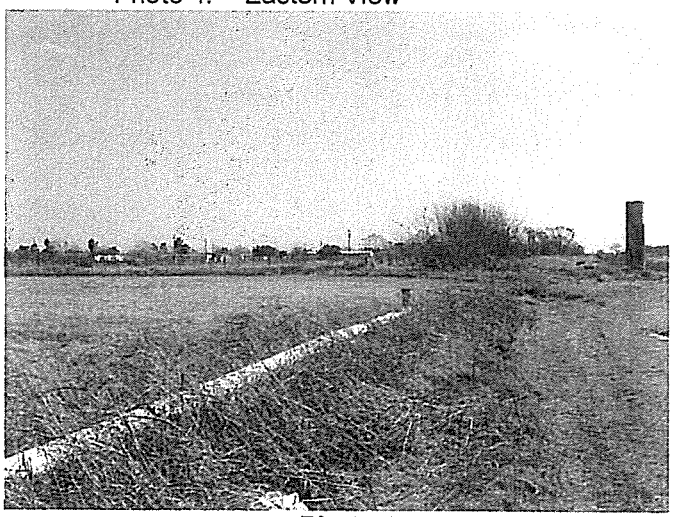


Photo 4

Eastern view of the part to be acquired; taken from existing HCID #2 right of way.

DESCRIPTION OF PROPERTY:

The subject property, as a whole, is a 9.85 acre tract of land located along the southern frontage of Trenton Road. Upon off-site inspection it was noted that the subject is improved with a small residential improvement and supporting site improvements which are located along the subjects most northern property boundary. Said improvements are located away from the proposed acquistion and are not negatively affected. As such they are not included in the assessement for compensation of the part to be aquired. According to the survey provided by Quintanilla, Headley and Associates, Inc, dated August 4, 2010 the part to be acquired is approximately 1.80 acres net (5,227 square feet) located along the most southern property boundary of the subject whole property. In order to determine the pro-rate part of the whole, the market value of the whole property must be evaluated in order to determine the market unit value of the part to be acquired. This land area currently in fee simple shall be calculated at 100% of the unit value derived from the sales comparison approach as vacant. This is performed in order to determine the total compensation for the proposed acquisition of said tract in the name of the County of Hidalgo, Texas.

AREA OR NEIGHBORHOOD ANALYSIS:

The subject neighborhood along Trenton Road, is a mixture of single family homes, single family residential developments and agricultural uses. Leonel Garza Jr. & Associates LLC has inspected the market area along Alberta Road and has found that the market contains stable growth. Limited subdivision development has been found in recent years in the area due to the current economic situation with the Lower Rio Grande Valley.

SITE ANALYSIS

Five Year Sales History:
During the course of the appraisal, research was performed through the Hidalgo County Appraisal District to verify the current ownership of the subject property along with title information provided by the client. On March 11, 1997, the subject property was transferred from Juan Garcia, et al to Jose A. Noyola and wife, Francisca Noyola as recorded under Document # 663697. Jose A. Noyola and wife, Francisca Noyola later transferred the subject property to Construction & More, LLC. on February 13, 2008, under Document # 1859287. On July 29, 2010 the property was transferred from Construction & More , LLC to Ramon Martinez as recorded under Document # 2124814 for an undisclosed consideration. A copy of the appraisal card is located in the Addenda of this report.

Legal Description: (Whole Property)
A 10.00 gross acre tract of land, more or less, known as the East ½ of the East ½ of Lot 1, Block 54, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 1, Page 24-26, Map Records, Hidalgo County, Texas.

Legal Description: (Part to be Acquired)
A 0.323 of an acre tract of land out of Lot 1, Block 54, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 1, Page 24-26, Map Records, Hidalgo County, Texas, and according to Warranty Deed with Vendor's Lien Recorded Under County Clerk's Document Number 1859287, Official Records, Hidalgo County, Texas.

Improvements:
During the off-site inspection of the subject property no building improvements were indicated within the part to be acquired. The subject remainder contains a small residential improvement with supporting site improvements. Said improvements are not negatively affect by the part to be acquired and as per scope of the assignment are not included in this report. No damages are indicated for the remainder In the event site improvements must be re-established within the remainder, a cost to cure shall apply and be added to the total compensation calculated. In addition, any utilities located within the part to be acquired of which are affected by the acquisition, shall be relocated as an item of construction and shall not be included within the compensation of the subject property.

Highest & Best Use Analysis:
The subject's highest and best use as if vacant and as improved is indicated for single family residential development use. This type of use is concurrent with the recent trends located within the market area of the subject property and along Trenton Road within Hidalgo County, Texas. This highest and best use is based on the determined economic unit of the subject property as whole which is being acquired in the name of the County of Hidalgo. When a property is evaluated, the highest and best use must always be considered. In the current case, the highest and best use of the whole is determined to be for residential based on several factors. Factors taken into consideration are defined by The Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 135, by the Appraisal Institute as being: "The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and there results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity." The scope of the assignment is to evaluate the subject property as a whole, part to be acquired, and the remainder before and after the taking, excluding project influence as required by Standards Rule 1-4(f) under the Jurisdictional Exception provision as defined by the Uniform Standards of Professional Appraisal Practice (USPAP). The highest and best use is analyzed for each of these scenarios as each parcel shall be evaluated before and after the proposed acquisition.

VALUATION OF PART TO BE ACQUIRED

LAND VALUATION
Representative Comparable Sales

	Subject	Comp. No. 1	Comp. No. 2	Comp. No. 3
Grantor	Construction & More, LLC	Ignacio Ruiz and Spouse, Herminia Ruiz	Alamo Heights, LTD	Alamo Heights, LTD
Grantee	Ramon Martinez	Juan F. Aguilar and Spouce, Diana M. Estrada	Laura Lilia Lubin	Propilusion Investments, LLC
Date	July 29, 2010	May 17, 2010	September 7, 2010	June 14, 2010
Sales Price	N/A	$ 100,000	$ 150,000	$ 150,000
Unit Price	/ Ac	$ 25,641 / Ac	$ 14,211 / Ac	$ 15,000 / Ac
Conditions of Sale	Cash To Seller	Similar 0%	Similar 0%	Similar 0%
Market Conditions	Average	Similar 0%	Similar 0%	Similar 0%
Physical Characteristics	Typical of Market	Similar 0%	Similar 0%	Similar 0%
Relative Location	Average	Superior -10%	Similar 0%	Similar 0%
Lot Location	Interior	Similar 0%	Similar 0%	Similar 0%
Financing	Conventional	Similar 0%	Similar 0%	Similar 0%
Available Utilities	Phone	Similar 0%	Similar 0%	Similar 0%
Street Access / Frontage	Alberta Road	Wisconson Road, East of Cesar Chavez Road. 0%	Owassa Road, West of Cesar Chavez Road. 0%	Minnesota Road, West of Cesar Chavez Road. 0%
Size of Tract (Acre)	9.85 Ac	3.90 Ac -15%	10.555 Ac 0%	10.00 Ac 0%
Net Adjustments		Δ -25%	Δ 0%	Δ 0%
Indicated Unit Value		$ 19,231 / Ac	$ 14,211 / Ac	$ 15,000 / Ac

Estimated Unit Value of Fee Simple Area $ **18,000 / Acre**

Estimated Unit Value of Easement Area **($18,000 / Acre x 50% of Fee Simple Value)** $ **9,000 / Acre**

Estimated Value by Sales Comparison Approach **(0.18 Acres x $18,000/Acre)** $ **3,240**
(Includes Part To Be Acquired Only)- Fee Land

Estimated Value by Sales Comparison Approach **(0.143 Acres x $9,000/Acre)** $ **1,287**
(Easement Portion of Part To Be Acquired Only @ 50% of Fee Simple Value)

Combined Maket Value $ **4,527**

AI-31135 **16. B.**

CC REGULAR

Meeting Date: 02/21/2012

Department Head: Benny - ROW Pct. 4

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval to accept the dedication of Sugarland Road through roadway affidavits to be included in the County Wide Roadway System.

BACKGROUND

Attachments

affidavits

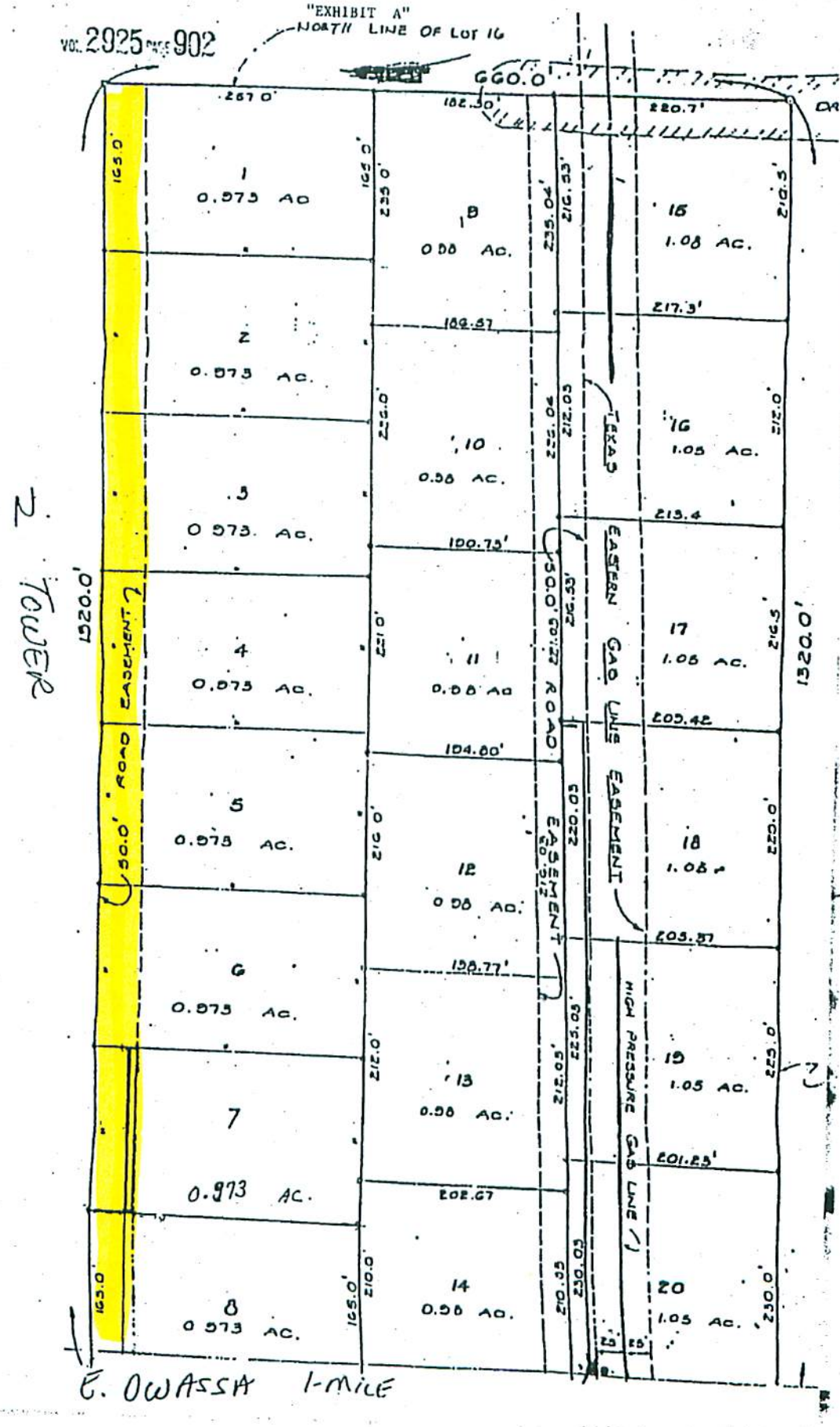
Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/17/2012 01:49 PM
Purchasing Department	Angela Garcia	02/17/2012 03:50 PM

Form Started By: Monica Badillo Started On: 02/17/2012

Final Approval Date: 02/17/2012

VOL. 2925 PAGE 902



Sugarland Road

HIGHWAY RIGHT OF WAY EASEMENT

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HIDALGO §

That Jose M. & Inez Rodriguez hereinafter referred to as GRANTOR, whether executed by one or more individuals, association or corporation, of the County of Hidalgo, State of Texas, for and in consideration of the sum of one dollar ($1) and other good and valuable consideration, to them in hand paid by the County of Hidalgo for and in consideration of a macadamized or hard surfaced road being constructed as soon hereafter as is convenient and practical by Hidalgo County, Texas, or any political subdivision of said county, so as to utilize the hereinafter described highway or public road right of way easement, have this date sold and do by these presents give, grant, bargain, sell and convey unto the county of Hidalgo, Texas, the free and uninterrupted use, liberty and privilege of passing in, along, upon and across the following described by metes and bounds as follows, to-wit: Exhibit "A"

It is understood and agreed that grantor hereby reserves unto himself, themselves, herself all oil, gas or other minerals that may be produced or recovered from said land upon which the highway or public road easement is given or conveyed herein, as is described above, but grantor, his their her heirs, successors or assigns, expressly waive the right to drill, mine, or explore for oil, gas and other minerals by operations upon the surface of lands as are herein described for the production and/or recovery of oil, gas or there minerals therefrom.

This highway or public road easement is given and conveyed for the purpose of widening, constructing and maintaining a macadamized or hard surfaced road or highway in, along, upon and across said premises, with the right and privilege at all times of the grantee, its agents, workmen and representative, or the State of Texas,

To have and to hold unto the said County of Hidalgo, Texas, the highway or public road easement as is hereby described for highway or public road purposes, this highway right of way easement to become permanent and irrevocable upon the construction of a hard surfaced or macadamized road utilizing the aforesdescribed highway or public road easement by grantee herein, or any political subdivision, of the County of Hidalgo, Texas or the State of Texas.

WITNESS _____ HAND THIS 21 DAY OF June, 2010.

Jose M. Rodriguez

Inez Rodriguez

J.E. SAENZ & ASSOCIATES, INC.
211 East Wisconsin Road
Edinburg, Texas 78539
(956)-383-2984 (956)-383-3736 fax

EXHIBIT
tabbies
"A"
1 OF 2

METES AND BOUNDS DESCRIPTION
PARCEL 7-A
50.00 FT. RIGHT OF WAY

A 0.19 (8250.00 SQ. FT.) ACRE TRACT OF LAND OUT OF LOT 16, BLOCK 54, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 1, PAGE 25, MAP RECORDS OF HIDALGO COUNTY, TEXAS, BEING PART OF THAT CERTAIN WARRANTY DEED TO JOSE M. RODRIGUEZ AND WIFE INEZ RODRIGUEZ, RECORDED IN DOCUMENT NUMBER 563265, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, SAID 0.19 (8250.00 SQ. FT.) ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A HALF (1/2) INCH IRON ROD SET FOR THE SOUTHEAST CORNER AND THE POINT OF BEGINNING OF THIS TRACT OF LAND, SAID SOUTHEAST CORNER BEARS NORTH 81°15'00" WEST, 610.00 FEET, THENCE NORTH 08°45'00" EAST, 165.00 FEET FROM A 60-D NAIL FOUND AT THE SOUTHEAST CORNER OF SAID LOT 16, BLOCK 54, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS.

THENCE NORTH 81°15'00" WEST, 50.00 TO A HALF (1/2) INCH IRON ROD SET FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

THENCE NORTH 08°45'00" EAST, 165.00 FEET PARALLEL TO THE EAST BOUNDARY LINE OF SAID LOT 16, BLOCK 54 TO A HALF (1/2) INCH IRON ROD SET FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND;

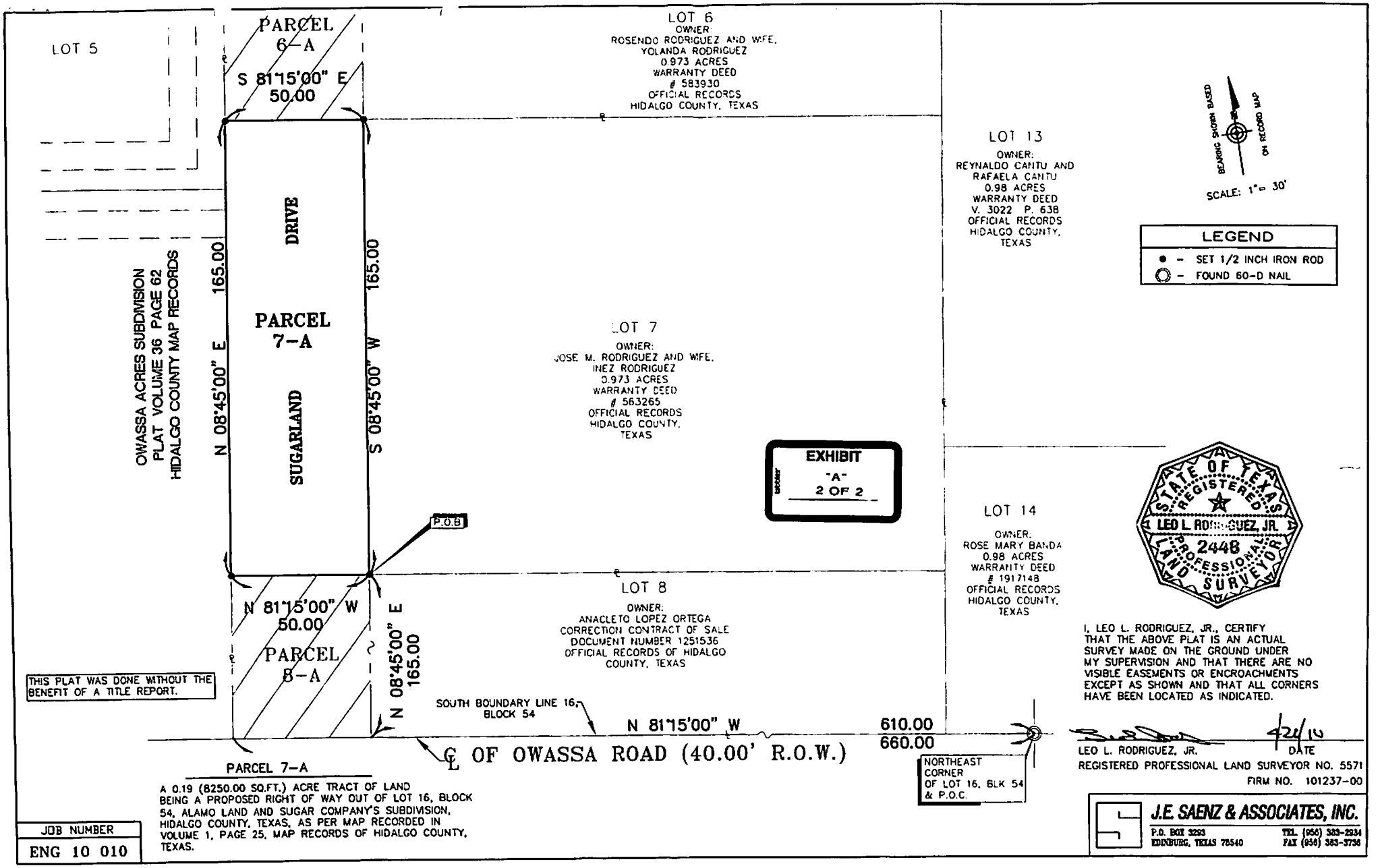
THENCE SOUTH 81°15'00" EAST, 50.00 FEET PARALLEL TO THE SOUTH BOUNDARY LINE OF SAID LOT 16, BLOCK 54, TO A HALF (1/2) INCH IRON ROD SET FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND;

THENCE SOUTH 08°45'00" WEST, 165.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.19 (8250.00 SQ. FT.) OF AN ACRE, MORE OR LESS.

I, LEO L. RODRIGUEZ, JR., CERTIFY THAT THE ABOVE PLAT IS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.

LEO L. RODRIGUEZ, JR.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2448

STATE OF TEXAS
REGISTERED
LEO L. RODRIGUEZ, JR.
2448
PROFESSIONAL
LAND SURVEYOR
4/22/10


LOT 5
PARCEL 6-A
S 81°15'00" E 50.00
LOT 6
OWNER:
ROSENDO RODRIGUEZ AND WIFE,
YOLANDA RODRIGUEZ
0.973 ACRES
WARRANTY DEED
583930
OFFICIAL RECORDS
HIDALGO COUNTY, TEXAS
LOT 13
OWNER:
REYNALDO CANTU AND
RAFAELA CANTU
0.98 ACRES
WARRANTY DEED
V. 3022 P. 638
OFFICIAL RECORDS
HIDALGO COUNTY,
TEXAS
BEARING SHOWN BASED ON RECORD MAP
SCALE: 1"= 30'
LEGEND
● - SET 1/2 INCH IRON ROD
◎ - FOUND 60-D NAIL
OWASSA ACRES SUBDIVISION
PLAT VOLUME 36 PAGE 62
HIDALGO COUNTY MAP RECORDS
N 08°45'00" E 165.00
DRIVE
PARCEL 7-A
SUGARLAND
S 08°45'00" W 165.00
LOT 7
OWNER:
JOSE M. RODRIGUEZ AND WIFE,
INEZ RODRIGUEZ
0.973 ACRES
WARRANTY DEED
563265
OFFICIAL RECORDS
HIDALGO COUNTY,
TEXAS
EXHIBIT
"A"
2 OF 2
P.O.B.
LOT 14
OWNER:
ROSE MARY BANDA
0.98 ACRES
WARRANTY DEED
1917148
OFFICIAL RECORDS
HIDALGO COUNTY,
TEXAS
STATE OF TEXAS
REGISTERED
LEO L. RODRIGUEZ, JR.
2448
PROFESSIONAL
LAND SURVEYOR
N 81°15'00" W 50.00
PARCEL 8-A
N 08°45'00" E 165.00
LOT 8
OWNER:
ANACLETO LOPEZ ORTEGA
CORRECTION CONTRACT OF SALE
DOCUMENT NUMBER 1251536
OFFICIAL RECORDS OF HIDALGO
COUNTY, TEXAS
I, LEO L. RODRIGUEZ, JR., CERTIFY THAT THE ABOVE PLAT IS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.
THIS PLAT WAS DONE WITHOUT THE BENEFIT OF A TITLE REPORT.
SOUTH BOUNDARY LINE 16, BLOCK 54
N 81°15'00" W 610.00
660.00
℄ OF OWASSA ROAD (40.00' R.O.W.)
NORTHEAST CORNER OF LOT 16, BLK 54 & P.O.C.
4/21/10
LEO L. RODRIGUEZ, JR. DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5571
FIRM NO. 101237-00
PARCEL 7-A
A 0.19 (8250.00 SQ.FT.) ACRE TRACT OF LAND BEING A PROPOSED RIGHT OF WAY OUT OF LOT 16, BLOCK 54, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 1, PAGE 25, MAP RECORDS OF HIDALGO COUNTY, TEXAS.
JOB NUMBER
ENG 10 010
J.E. SAENZ & ASSOCIATES, INC.
P.O. BOX 3293
EDINBURG, TEXAS 78540
TEL. (956) 383-2934
FAX (956) 383-3736

Sugarland Road

HIGHWAY RIGHT OF WAY EASEMENT

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HIDALGO §

That Rosendo & Yolanda Rodriguez hereinafter referred to as GRANTOR, whether executed by one or more individuals, association or corporation, of the County of Hidalgo, State of Texas, for and in consideration of the sum of one dollar ($1) and other good and valuable consideration, to them in hand paid by the County of Hidalgo for and in consideration of a macadamized or hard surfaced road being constructed as soon hereafter as is convenient and practical by Hidalgo County, Texas, or any political subdivision of said county, so as to utilize the hereinafter described highway or public road right of way easement, have this date sold and do by these presents give, grant, bargain, sell and convey unto the county of Hidalgo, Texas, the free and uninterrupted use, liberty and privilege of passing in, along, upon and across the following described by metes and bounds as follows, to-wit: Exhibit "A"

It is understood and agreed that grantor hereby reserves unto himself, themselves, herself all oil, gas or other minerals that may be produced or recovered from said land upon which the highway or public road easement is given or conveyed herein, as is described above, but grantor, his their her heirs, successors or assigns, expressly waive the right to drill, mine, or explore for oil, gas and other minerals by operations upon the surface of lands as are herein described for the production and/or recovery of oil, gas or there minerals therefrom.

This highway or public road easement is given and conveyed for the purpose of widening, constructing and maintaining a macadamized or hard surfaced road or highway in, along, upon and across said premises, with the right and privilege at all times of the grantee, its agents, workmen and representative, or the State of Texas,

To have and to hold unto the said County of Hidalgo, Texas, the highway or public road easement as is hereby described for highway or public road purposes, this highway right of way easement to become permanent and irrevocable upon the construction of a hard surfaced or macadamized road utilizing the aforesdescribed highway or public road easement by grantee herein, or any political subdivision, of the County of Hidalgo, Texas or the State of Texas.

WITNESS _____ HAND THIS 16 DAY OF June, 2010.

X Rosendo Rodriguez
Rosendo Rodriguez

Yolanda Rodriguez
Yolanda Rodriguez

STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared Rosendo & Yolanda Rodriguez known to me to be the person__ whose name is/are subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 16 DAY OF June 2010.

Notary public in and for
State of Texas

Approved Hidalgo County Right of Way

By: _____
Right of Way Agent

GABRIEL H. GARZA
NOTARY
My Comm. Expires
Sept. 09, 2013
PUBLIC
STATE OF TEXAS

J.E. SAENZ & ASSOCIATES, INC.
211 East Wisconsin Road
Edinburg, Texas 78539
(956)-383-2984 (956)-383-3736 fax

EXHIBIT "A" 1 OF 2

METES AND BOUNDS DESCRIPTION
PARCEL 6-A
50.00 FT. RIGHT OF WAY

A 0.19 (8250.00 SQ. FT.) ACRE TRACT OF LAND OUT OF LOT 16, BLOCK 54, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 1, PAGE 25, MAP RECORDS OF HIDALGO COUNTY, TEXAS, BEING PART OF THAT CERTAIN WARRANTY DEED TO ROSENDO RODRIGUEZ AND YOLANDA RODRIGUEZ, RECORDED IN DOCUMENT NUMBER 583930, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, SAID 0.19 (8250.00 SQ. FT.) ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A HALF (1/2) INCH IRON ROD SET FOR THE SOUTHEAST CORNER AND THE POINT OF BEGINNING OF THIS TRACT OF LAND, SAID SOUTHEAST CORNER BEARS NORTH 81°15'00" WEST, 610.00 FEET, THENCE NORTH 08°45'00" EAST, 330.00 FEET FROM A 60-D NAIL FOUND AT THE SOUTHEAST CORNER OF SAID LOT 16, BLOCK 54, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS.

THENCE NORTH 81°15'00" WEST, 50.00 FEET TO A HALF (1/2) INCH IRON ROD SET FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

THENCE NORTH 08°45'00" EAST, 165.00 FEET PARALLEL TO THE EAST BOUNDARY LINE OF SAID LOT 16, BLOCK 54 TO A HALF (1/2) INCH IRON ROD SET FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND;

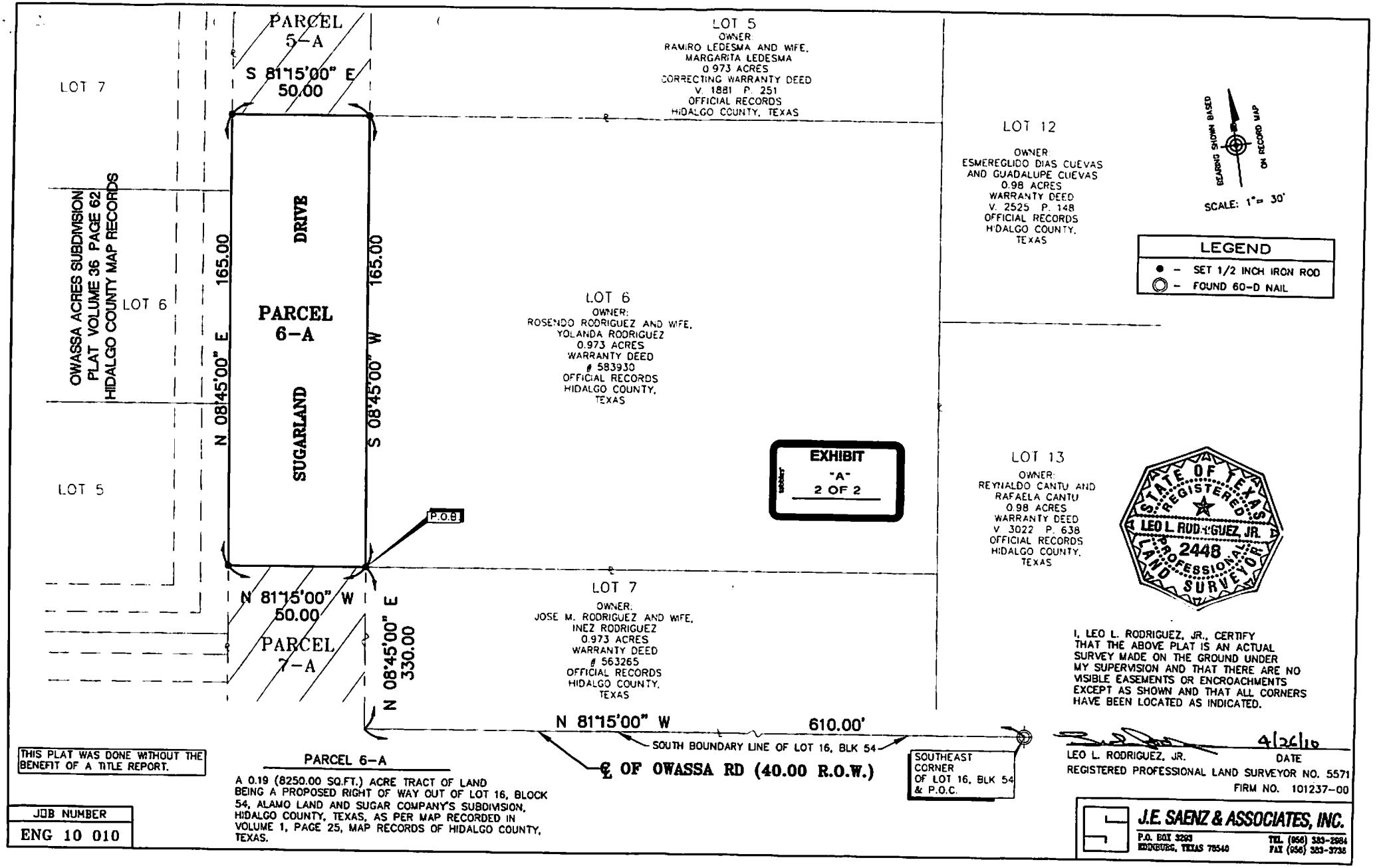
THENCE SOUTH 81°15'00" EAST, 50.00 FEET PARALLEL TO THE SOUTH BOUNDARY LINE OF SAID LOT 16, BLOCK 54, TO A HALF (1/2) INCH IRON ROD SET FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND;

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I, LEO L. RODRIGUEZ, JR., CERTIFY THAT THE ABOVE PLAT IS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.

LEO L. RODRIGUEZ, JR.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2448





STATE OF TEXAS
REGISTERED
LEO L. RODRIGUEZ, JR.
2448
PROFESSIONAL
LAND SURVEYOR

I, LEO L. RODRIGUEZ, JR., CERTIFY THAT THE ABOVE PLAT IS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.

4/26/10

LEO L. RODRIGUEZ, JR. DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5571
FIRM NO. 101237-00

THIS PLAT WAS DONE WITHOUT THE BENEFIT OF A TITLE REPORT.

PARCEL 6-A

A 0.19 (8250.00 SQ.FT.) ACRE TRACT OF LAND BEING A PROPOSED RIGHT OF WAY OUT OF LOT 16, BLOCK 54, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 1, PAGE 25, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

JOB NUMBER
ENG 10 010

J.E. SAENZ & ASSOCIATES, INC.
P.O. BOX 3293
EDINBURG, TEXAS 78540
TEL (956) 383-2984
FAX (956) 383-3736

Sugarland Road

HIGHWAY RIGHT OF WAY EASEMENT

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HIDALGO §

That Raul Murillo & C/O Anacleto L. Ortega hereinafter referred to as GRANTOR, whether executed by one or more individuals, association or corporation, of the County of Hidalgo, State of Texas, for and in consideration of the sum of one dollar ($1) and other good and valuable consideration, to them in hand paid by the County of Hidalgo for and in consideration of a macadamized or hard surfaced road being constructed as soon hereafter as is convenient and practical by Hidalgo County, Texas, or any political subdivision of said county, so as to utilize the hereinafter described highway or public road right of way easement, have this date sold and do by these presents give, grant, bargain, sell and convey unto the county of Hidalgo, Texas, the free and uninterrupted use, liberty and privilege of passing in, along, upon and across the following described by metes and bounds as follows, to-wit:

It is understood and agreed that grantor hereby reserves unto himself, themselves, herself all oil, gas or other minerals that may be produced or recovered from said land upon which the highway or public road easement is given or conveyed herein, as is described above, but grantor, his their her heirs, successors or assigns, expressly waive the right to drill, mine, or explore for oil, gas and other minerals by operations upon the surface of lands as are herein described for the production and/or recovery of oil, gas or there minerals therefrom.

This highway or public road easement is given and conveyed for the purpose of widening, constructing and maintaining a macadamized or hard surfaced road or highway in, along, upon and across said premises, with the right and privilege at all times of the grantee, its agents, workmen and representative, or the State of Texas,

To have and to hold unto the said County of Hidalgo, Texas, the highway or public road easement as is hereby described for highway or public road purposes, this highway right of way easement to become permanent and irrevocable upon the construction of a hard surfaced or macadamized road utilizing the aforesdescribed highway or public road easement by grantee herein, or any political subdivision, of the County of Hidalgo, Texas or the State of Texas.

WITNESS _____ HAND THIS 7th DAY OF June, 2010.

Raul Murillo

Anacleto L. Ortega

STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared Raul Murillo & C/O Anacleto L. Ortega known to me to be the person_ whose name is/are subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 7 DAY OF June 2010.

Notary public in and for
State of Texas

Approved Hidalgo County Right of Way

By: _____
Right of Way Agent

GABRIEL H. GARZA
NOTARY
My Comm. Expires
Sept. 09, 2013
PUBLIC
STATE OF TEXAS

Sugarland Road

HIGHWAY RIGHT OF WAY EASEMENT

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HIDALGO §

That Ramiro & Margarita Ledesma hereinafter referred to as GRANTOR, whether executed by one or more individuals, association or corporation, of the County of Hidalgo, State of Texas, for and in consideration of the sum of one dollar ($1) and other good and valuable consideration, to them in hand paid by the County of Hidalgo for and in consideration of a macadamized or hard surfaced road being constructed as soon hereafter as is convenient and practical by Hidalgo County, Texas, or any political subdivision of said county, so as to utilize the hereinafter described highway or public road right of way easement, have this date sold and do by these presents give, grant, bargain, sell and convey unto the county of Hidalgo, Texas, the free and uninterrupted use, liberty and privilege of passing in, along, upon and across the following described by metes and bounds as follows, to-wit: Exhibit "A"

It is understood and agreed that grantor hereby reserves unto himself, themselves, herself all oil, gas or other minerals that may be produced or recovered from said land upon which the highway or public road easement is given or conveyed herein, as is described above, but grantor, his their her heirs, successors or assigns, expressly waive the right to drill, mine, or explore for oil, gas and other minerals by operations upon the surface of lands as are herein described for the production and/or recovery of oil, gas or there minerals therefrom.

This highway or public road easement is given and conveyed for the purpose of widening, constructing and maintaining a macadamized or hard surfaced road or highway in, along, upon and across said premises, with the right and privilege at all times of the grantee, its agents, workmen and representative, or the State of Texas,

To have and to hold unto the said County of Hidalgo, Texas, the highway or public road easement as is hereby described for highway or public road purposes, this highway right of way easement to become permanent and irrevocable upon the construction of a hard surfaced or macadamized road utilizing the aforesdescribed highway or public road easement by grantee herein, or any political subdivision, of the County of Hidalgo, Texas or the State of Texas.

WITNESS _____ HAND THIS 21 DAY OF MAY, 2010.

Ramiro Ledesma

Margarita Ledesma

STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared Ramiro & Margarita Ledesma known to me to be the person whose name is/are subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 26 DAY OF May 2010.

Notary public in and for
State of Texas

Approved Hidalgo County Right of Way

By: _____
Right of Way Agent

GABRIEL H. GARZA
NOTARY
My Comm. Expires
Sept. 09, 2013
PUBLIC
STATE OF TEXAS

J.E. SAENZ & ASSOCIATES, INC.
211 East Wisconsin Road
Edinburg, Texas 78539
(956)-383-2984 (956)-383-3736 fax

EXHIBIT "A" 1 OF 2

METES AND BOUNDS DESCRIPTION
PARCEL 5-A
50.00 FT. RIGHT OF WAY

A 0.19 (8250.00 SQ. FT.) ACRE TRACT OF LAND OUT OF LOT 16, BLOCK 54, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 1, PAGE 25, MAP RECORDS OF HIDALGO COUNTY, TEXAS, BEING PART OF THAT CERTAIN CORRECTING WARRANTY DEED TO RAMIRO LEDESMA AND WIFE, MARGARITA LEDESMA, RECORDED IN VOLUME 1881, PAGE 251, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, SAID 0.19 (8250.00 SQ. FT.) ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A HALF (1/2) INCH IRON ROD SET FOR THE NORTHEAST CORNER AND THE POINT OF BEGINNING OF THIS TRACT OF LAND, SAID NORTHEAST CORNER BEARS NORTH 81°15'00" WEST, 610.00 FEET, THENCE SOUTH 08°45'00" WEST, 660.00 FEET FROM A HALF (1/2) INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID LOT 16, BLOCK 54, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS.

THENCE CONTINUING SOUTH 08°45'00" WEST, 165.00 FEET TO A HALF (1/2) INCH IRON ROD SET FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND;

THENCE NORTH 81°15'00" WEST, 50.00 FEET TO A HALF (1/2) INCH IRON ROD SET FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

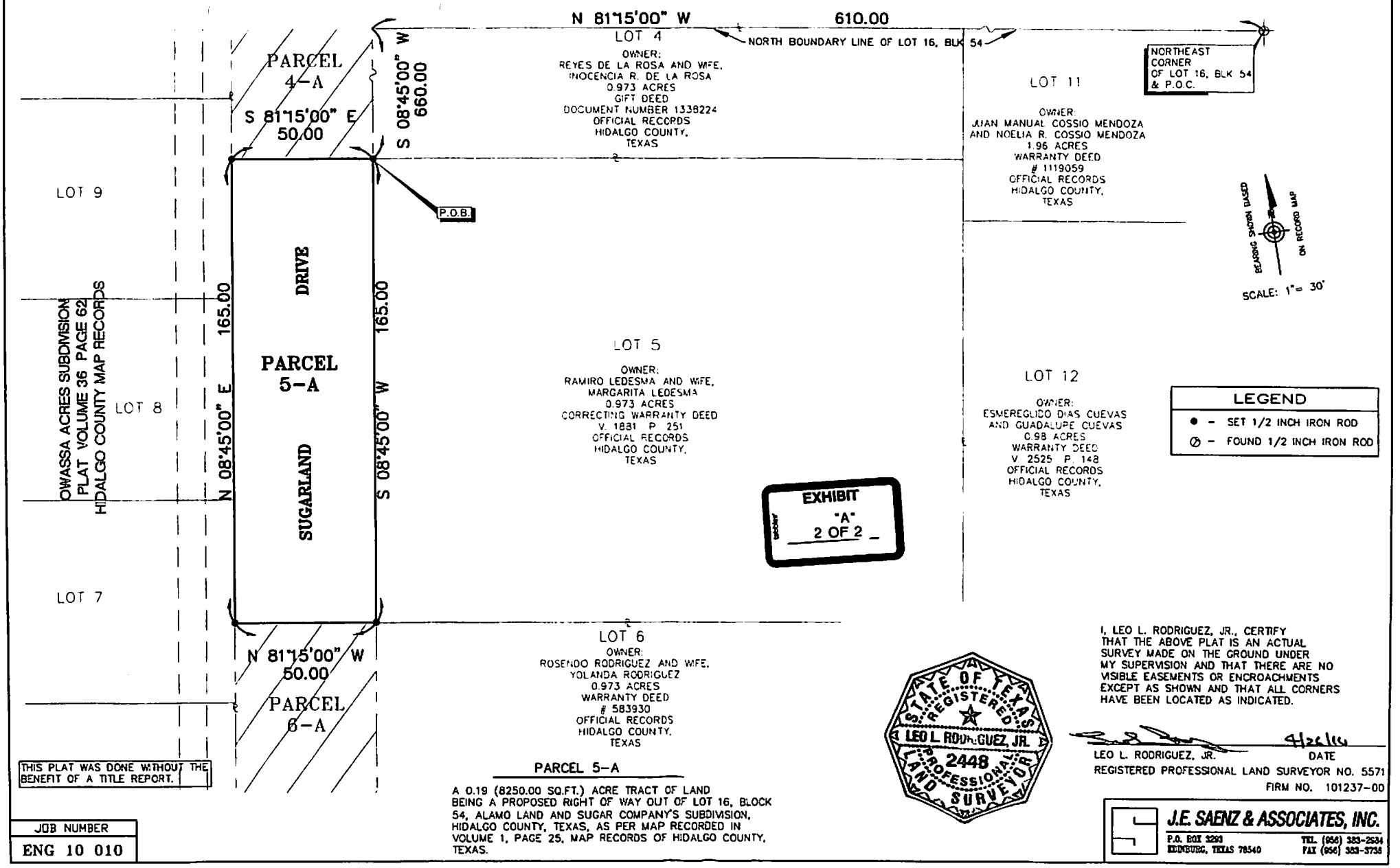
THENCE NORTH 08°45'00" EAST, 165.00 FEET TO A HALF (1/2) INCH IRON ROD SET FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND;

THENCE SOUTH 81°15'00" EAST, 50.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.19 (8250.00 SQ. FT.) OF AN ACRE, MORE OR LESS.

I, LEO L. RODRIGUEZ, JR., CERTIFY THAT THE ABOVE PLAT IS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.

LEO L. RODRIGUEZ, JR.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2448





THIS PLAT WAS DONE WITHOUT THE BENEFIT OF A TITLE REPORT.

JOB NUMBER
ENG 10 010

PARCEL 5-A

A 0.19 (8250.00 SQ.FT.) ACRE TRACT OF LAND BEING A PROPOSED RIGHT OF WAY OUT OF LOT 16, BLOCK 54, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 1, PAGE 25, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
REGISTERED
LEO L. RODRIGUEZ, JR.
2448
PROFESSIONAL
LAND SURVEYOR

I, LEO L. RODRIGUEZ, JR., CERTIFY THAT THE ABOVE PLAT IS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.

LEO L. RODRIGUEZ, JR. DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5571
FIRM NO. 101237-00

J.E. SAENZ & ASSOCIATES, INC.
P.O. BOX 3293
EDINBURG, TEXAS 78540
TEL. (956) 383-2534
FAX (956) 383-3738

Sugarland Road

HIGHWAY RIGHT OF WAY EASEMENT

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HIDALGO §

That Reyes & Inocencia R. De La Rosa hereinafter referred to as GRANTOR, whether executed by one or more individuals, association or corporation, of the County of Hidalgo, State of Texas, for and in consideration of the sum of one dollar ($1) and other good and valuable consideration, to them in hand paid by the County of Hidalgo for and in consideration of a macadamized or hard surfaced road being constructed as soon hereafter as is convenient and practical by Hidalgo County, Texas, or any political subdivision of said county, so as to utilize the hereinafter described highway or public road right of way easement, have this date sold and do by these presents give, grant, bargain, sell and convey unto the county of Hidalgo, Texas, the free and uninterrupted use, liberty and privilege of passing in, along, upon and across the following described by metes and bounds as follows, to-wit:

It is understood and agreed that grantor hereby reserves unto himself, themselves, herself all oil, gas or other minerals that may be produced or recovered from said land upon which the highway or public road easement is given or conveyed herein, as is described above, but grantor, his their her heirs, successors or assigns, expressly waive the right to drill, mine, or explore for oil, gas and other minerals by operations upon the surface of lands as are herein described for the production and/or recovery of oil, gas or there minerals therefrom.

This highway or public road easement is given and conveyed for the purpose of widening, constructing and maintaining a macadamized or hard surfaced road or highway in, along, upon and across said premises, with the right and privilege at all times of the grantee, its agents, workmen and representative, or the State of Texas,

To have and to hold unto the said County of Hidalgo, Texas, the highway or public road easement as is hereby described for highway or public road purposes, this highway right of way easement to become permanent and irrevocable upon the construction of a hard surfaced or macadamized road utilizing the aforesdescribed highway or public road easement by grantee herein, or any political subdivision, of the County of Hidalgo, Texas or the State of Texas.

WITNESS HAND THIS 25th DAY OF May, 2010.

X Reyes De La Rosa
Reyes De La Rosa

X Inocencia De La Rosa
Inocencia R. De La Rosa

STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared Reyes & Inocencia R. De La Rosa known to me to be the person whose name is/are subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 25 DAY OF May 2010.

Notary public in and for
State of TEXAS

Approved Hidalgo County Right of Way

By: _____
Right of Way Agent

GABRIEL H. GARZA
NOTARY
My Comm. Expires
Sept. 09, 2013
PUBLIC
OF TEXAS

J.E. SAENZ & ASSOCIATES, INC.
211 East Wisconsin Road
Edinburg, Texas 78539
(956)-383-2984 (956)-383-3736 fax

EXHIBIT "A" 1 OF 2

METES AND BOUNDS DESCRIPTION
PARCEL 4-A
50.00 FT. RIGHT OF WAY

A 0.19 (8250.00 SQ. FT.) ACRE TRACT OF LAND OUT OF LOT 16, BLOCK 54, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 1, PAGE 25, MAP RECORDS OF HIDALGO COUNTY, TEXAS, BEING PART OF THAT CERTAIN GIFT DEED TO REYES DE LA ROSA AND WIFE, INOCENCIA R. DE LA ROSA, RECORDED IN DOCUMENT NUMBER 1338224, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, SAID 0.19 (8250.00 SQ. FT.) ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A HALF (1/2) INCH IRON ROD SET FOR THE NORTHEAST CORNER AND THE POINT OF BEGINNING OF THIS TRACT OF LAND, SAID NORTHEAST CORNER BEARS NORTH 81°15'00" WEST, 610.00 FEET, THENCE SOUTH 08°45'00" WEST, 495.00 FEET FROM HALF (1/2) INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID LOT 16, BLOCK 54, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS.

THENCE CONTINUING SOUTH 08°45'00" WEST, 165.00 FEET TO A HALF (1/2) INCH IRON ROD SET FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND;

THENCE NORTH 81°15'00" WEST, 50.00 FEET TO A HALF (1/2) INCH IRON ROD SET FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

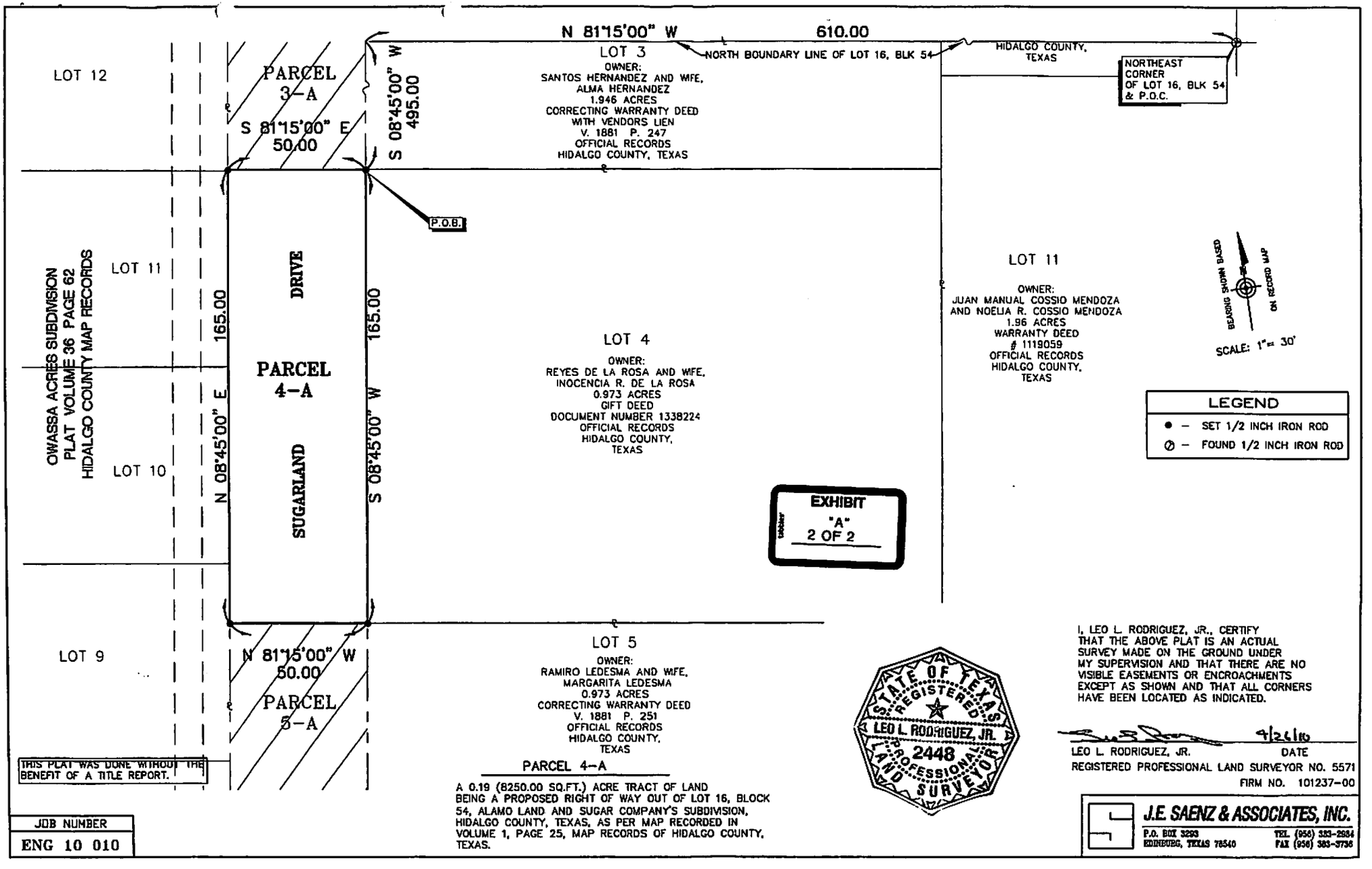
THENCE NORTH 08°45'00" EAST, 165.00 FEET TO A HALF (1/2) INCH IRON ROD SET FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND;

THENCE SOUTH 81°15'00" EAST, 50.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.19 (8250.00 SQ. FT.) OF AN ACRE, MORE OR LESS.

I, LEO L. RODRIGUEZ, JR., CERTIFY THAT THE ABOVE PLAT IS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.

LEO L. RODRIGUEZ, JR.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2448





PARCEL 4-A

A 0.19 (8250.00 SQ.FT.) ACRE TRACT OF LAND BEING A PROPOSED RIGHT OF WAY OUT OF LOT 16, BLOCK 54, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 1, PAGE 25, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
REGISTERED
LEO L. RODRIGUEZ, JR.
2448
PROFESSIONAL
LAND SURVEYOR

I, LEO L. RODRIGUEZ, JR., CERTIFY THAT THE ABOVE PLAT IS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.

9/26/16

LEO L. RODRIGUEZ, JR. DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5571
FIRM NO. 101237-00

JOB NUMBER
ENG 10 010

J.E. SAENZ & ASSOCIATES, INC.
P.O. BOX 3293
EDINBURG, TEXAS 78540
TEL (956) 383-2984
FAX (956) 383-3736

Sugarland Road

HIGHWAY RIGHT OF WAY EASEMENT

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HIDALGO §

That Santos & Alma Hernandez hereinafter referred to as GRANTOR, whether executed by one or more individuals, association or corporation, of the County of Hidalgo, State of Texas, for and in consideration of the sum of one dollar ($1) and other good and valuable consideration, to them in hand paid by the County of Hidalgo for and in consideration of a macadamized or hard surfaced road being constructed as soon hereafter as is convenient and practical by Hidalgo County, Texas, or any political subdivision of said county, so as to utilize the hereinafter described highway or public road right of way easement, have this date sold and do by these presents give, grant, bargain, sell and convey unto the county of Hidalgo, Texas, the free and uninterrupted use, liberty and privilege of passing in, along, upon and across the following described by metes and bounds as follows, to-wit:

It is understood and agreed that grantor hereby reserves unto himself, themselves, herself all oil, gas or other minerals that may be produced or recovered from said land upon which the highway or public road easement is given or conveyed herein, as is described above, but grantor, his their her heirs, successors or assigns, expressly waive the right to drill, mine, or explore for oil, gas and other minerals by operations upon the surface of lands as are herein described for the production and/or recovery of oil, gas or there minerals therefrom.

This highway or public road easement is given and conveyed for the purpose of widening, constructing and maintaining a macadamized or hard surfaced road or highway in, along, upon and across said premises, with the right and privilege at all times of the grantee, its agents, workmen and representative, or the State of Texas,

To have and to hold unto the said County of Hidalgo, Texas, the highway or public road easement as is hereby described for highway or public road purposes, this highway right of way easement to become permanent and irrevocable upon the construction of a hard surfaced or macadamized road utilizing the aforesdescribed highway or public road easement by grantee herein, or any political subdivision, of the County of Hidalgo, Texas or the State of Texas.

WITNESS _____ HAND THIS 7 DAY OF June, 2010.

X _____
Santos Hernandez

X _____
Alma Hernandez

STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared Santos & Alma Hernandez known to me to be the person whose name is/are subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 7 DAY OF June 2010.

Notary public in and for
State of Texas

Approved Hidalgo County Right of Way

By: _____
Right of Way Agent

GABRIEL H. GARZA
NOTARY
My Comm. Expires
Sept. 09, 2013
PUBLIC
STATE OF TEXAS

J.E. SAENZ & ASSOCIATES, INC.
211 East Wisconsin Road
Edinburg, Texas 78539
(956)-383-2984 (956)-383-3736 fax

EXHIBIT "A" 1 OF 4

METES AND BOUNDS DESCRIPTION
PARCEL 2-A
50.00 FT. RIGHT OF WAY

A 0.19 (8250.00 SQ. FT.) ACRE TRACT OF LAND OUT OF LOT 16, BLOCK 54, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 1, PAGE 25, MAP RECORDS OF HIDALGO COUNTY, TEXAS, BEING PART OF THAT CERTAIN CORRECTING WARRANTY DEED WITH VENDOR'S LIEN TO SANTOS HERNANDEZ AND WIFE, ALMA HERNANDEZ, RECORDED IN VOLUME 1881, PAGE 247, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, SAID 0.19 (8250.00 SQ. FT.) ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A HALF (1/2) INCH IRON ROD SET FOR THE NORTHEAST CORNER AND THE POINT OF BEGINNING OF THIS TRACT OF LAND, SAID NORTHEAST CORNER BEARS NORTH 81°15'00" WEST, 610.00 FEET, THENCE SOUTH 08°45'00" WEST, 165.00 FEET FROM A HALF (1/2) INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID LOT 16, BLOCK 54, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS.

THENCE CONTINUING SOUTH 08°45'00" WEST, 165.00 FEET TO A HALF (1/2) INCH IRON ROD SET FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND;

THENCE NORTH 81°15'00" WEST, 50.00 FEET TO A HALF (1/2) INCH IRON ROD SET FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

THENCE NORTH 08°45'00" EAST, 165.00 FEET TO A HALF INCH IRON ROD SET FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND;

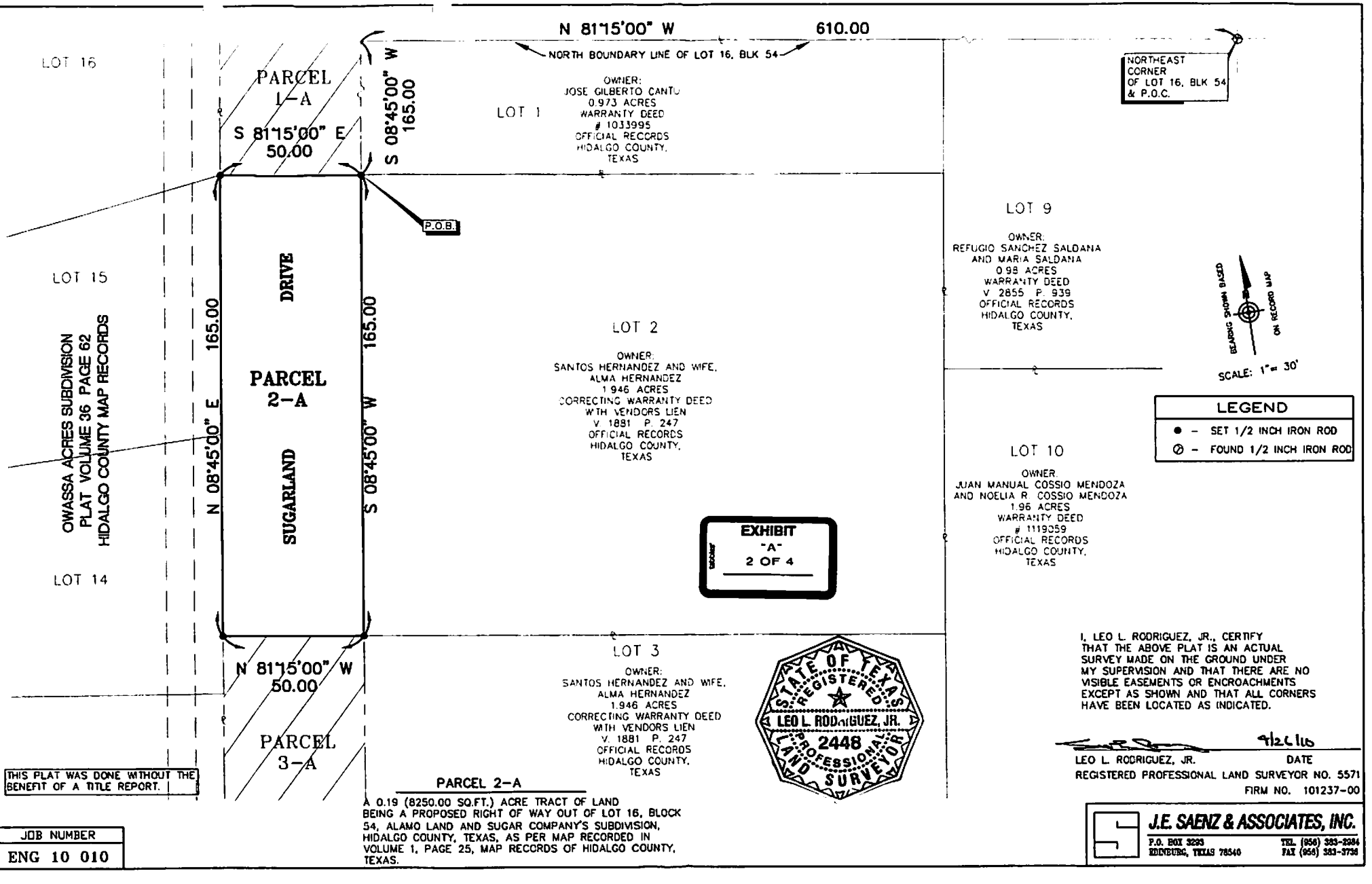
THENCE SOUTH 81°15'00" EAST, 50.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.19 (8250.00 SQ. FT.) OF AN ACRE, MORE OR LESS.

I, LEO L. RODRIGUEZ, JR., CERTIFY THAT THE ABOVE PLAT IS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.

LEO L. RODRIGUEZ, JR.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2448

STATE OF TEXAS
REGISTERED
LEO L. RODRIGUEZ, JR.
2448
PROFESSIONAL
LAND SURVEYOR

4/26/10



I, LEO L. RODRIGUEZ, JR., CERTIFY THAT THE ABOVE PLAT IS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.

9/26/06

LEO L. RODRIGUEZ, JR. DATE

REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5571

FIRM NO. 101237-00

THIS PLAT WAS DONE WITHOUT THE BENEFIT OF A TITLE REPORT.

JOB NUMBER
ENG 10 010

PARCEL 2-A

A 0.19 (8250.00 SQ.FT.) ACRE TRACT OF LAND BEING A PROPOSED RIGHT OF WAY OUT OF LOT 16, BLOCK 54, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 1, PAGE 25, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

J.E. SAENZ & ASSOCIATES, INC.
P.O. BOX 3293 EDINBURG, TEXAS 78540
TEL. (956) 383-2084 FAX (956) 383-3738

J.E. SAENZ & ASSOCIATES, INC.
211 East Wisconsin Road
Edinburg, Texas 78539
(956)-383-2984 (956)-383-3736 fax

EXHIBIT "A" 3 OF 4

METES AND BOUNDS DESCRIPTION
PARCEL 3-A
50.00 FT. RIGHT OF WAY

A 0.19 (8250.00 SQ. FT.) ACRE TRACT OF LAND OUT OF LOT 16, BLOCK 54, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 1, PAGE 25, MAP RECORDS OF HIDALGO COUNTY, TEXAS, BEING PART OF THAT CERTAIN CORRECTING WARRANTY DEED WITH VENDOR'S LIEN TO SANTOS HERNANDEZ AND WIFE, ALMA HERNANDEZ, RECORDED IN VOLUME 1881, PAGE 247, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, SAID 0.19 (8250.00 SQ. FT.) ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A HALF (1/2) INCH IRON ROD SET FOR THE NORTHEAST CORNER AND THE POINT OF BEGINNING OF THIS TRACT OF LAND, SAID NORTHEAST CORNER BEARS NORTH 81°15'00" WEST, 610.00 FEET, THENCE SOUTH 08°45'00" WEST, 330.00 FEET FROM A HALF (1/2) INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID LOT 16, BLOCK 54, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS.

THENCE CONTINUING SOUTH 08°45'00" WEST, 165.00 FEET TO A HALF (1/2) INCH IRON ROD SET FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND;

THENCE NORTH 81°15'00" WEST, 50.00 FEET TO A HALF (1/2) INCH IRON ROD SET FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

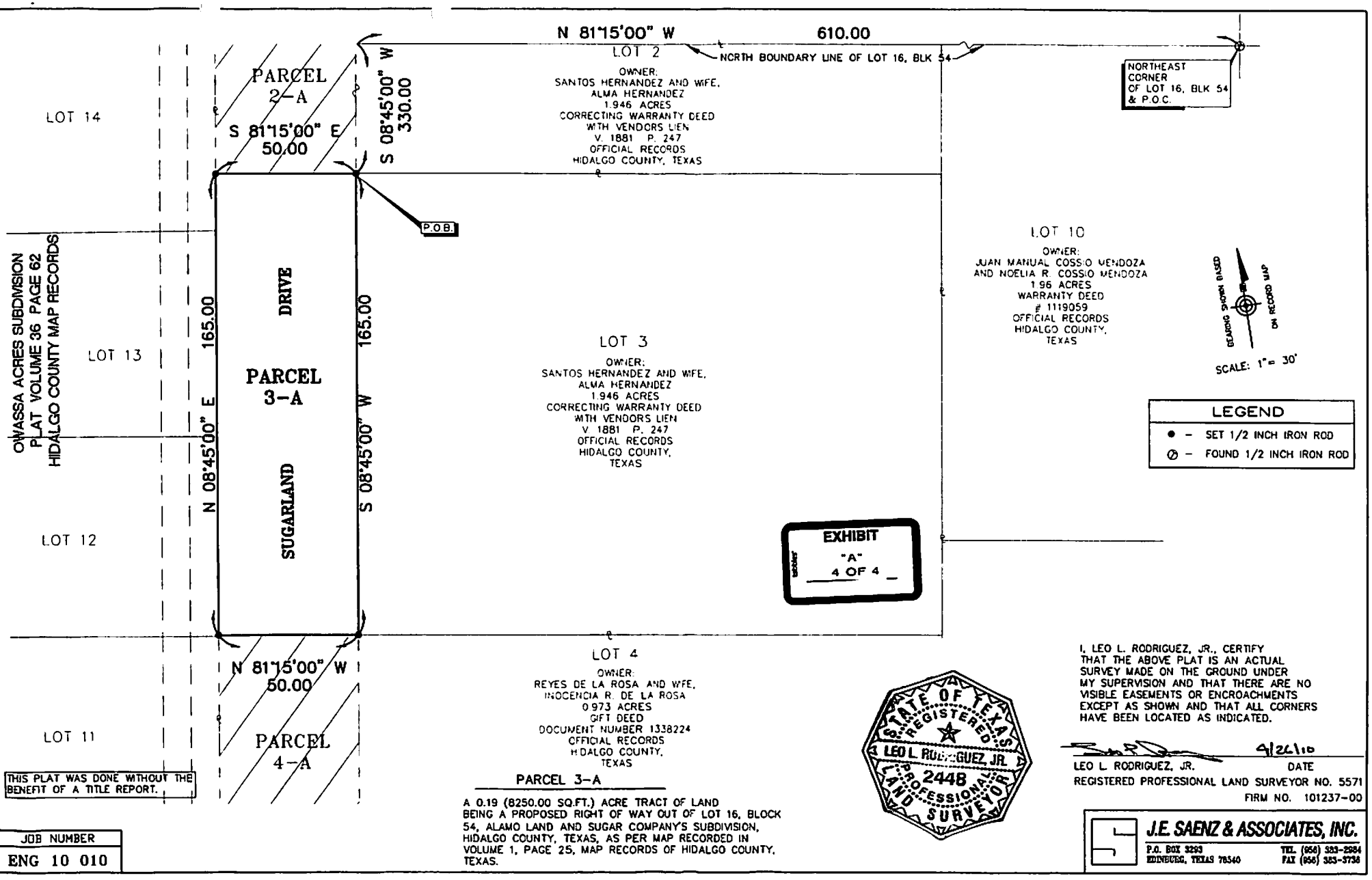
THENCE NORTH 08°45'00" EAST, 165.00 FEET TO A HALF (1/2) INCH IRON ROD SET FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND;

THENCE SOUTH 81°15'00" EAST, 50.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.19 (8250.00 SQ. FT.) OF AN ACRE, MORE OR LESS.

I, LEO L. RODRIGUEZ, JR., CERTIFY THAT THE ABOVE PLAT IS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.

LEO L. RODRIGUEZ, JR.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2448

STATE OF TEXAS
REGISTERED
LEO L. RODRIGUEZ, JR.
2448
PROFESSIONAL
LAND SURVEYOR
4/26/10



PARCEL 3-A

A 0.19 (8250.00 SQ.FT.) ACRE TRACT OF LAND BEING A PROPOSED RIGHT OF WAY OUT OF LOT 16, BLOCK 54, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 1, PAGE 25, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
REGISTERED
LEO L RODRIGUEZ, JR.
2448
PROFESSIONAL
LAND SURVEYOR

I, LEO L. RODRIGUEZ, JR., CERTIFY THAT THE ABOVE PLAT IS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.

9/24/10

LEO L. RODRIGUEZ, JR. DATE

REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5571

FIRM NO. 101237-00

JOB NUMBER
ENG 10 010

J.E. SAENZ & ASSOCIATES, INC.
P.O. BOX 3293 TEL. (956) 383-2984
EDINBURG, TEXAS 78540 FAX (956) 383-3738

Sugarland Road

HIGHWAY RIGHT OF WAY EASEMENT

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HIDALGO §

That Jose Gilberto Cantu hereinafter referred to as GRANTOR, whether executed by one or more individuals, association or corporation, of the County of Hidalgo, State of Texas, for and in consideration of the sum of one dollar ($1) and other good and valuable consideration, to them in hand paid by the County of Hidalgo for and in consideration of a macadamized or hard surfaced road being constructed as soon hereafter as is convenient and practical by Hidalgo County, Texas, or any political subdivision of said county, so as to utilize the hereinafter described highway or public road right of way easement, have this date sold and do by these presents give, grant, bargain, sell and convey unto the county of Hidalgo, Texas, the free and uninterrupted use, liberty and privilege of passing in, along, upon and across the following described by metes and bounds as follows, to-wit:

It is understood and agreed that grantor hereby reserves unto himself, themselves, herself all oil, gas or other minerals that may be produced or recovered from said land upon which the highway or public road easement is given or conveyed herein, as is described above, but grantor, his their her heirs, successors or assigns, expressly waive the right to drill, mine, or explore for oil, gas and other minerals by operations upon the surface of lands as are herein described for the production and/or recovery of oil, gas or there minerals therefrom.

This highway or public road easement is given and conveyed for the purpose of widening, constructing and maintaining a macadamized or hard surfaced road or highway in, along, upon and across said premises, with the right and privilege at all times of the grantee, its agents, workmen and representative, or the State of Texas,

To have and to hold unto the said County of Hidalgo, Texas, the highway or public road easement as is hereby described for highway or public road purposes, this highway right of way easement to become permanent and irrevocable upon the construction of a hard surfaced or macadamized road utilizing the aforesdescribed highway or public road easement by grantee herein, or any political subdivision, of the County of Hidalgo, Texas or the State of Texas.

WITNESS [signature] HAND THIS 27 DAY OF May, 2010.

X [signature]

Jose Gilberto Cantu

STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared Jose Gilberto Cantu known to me to be the person whose name is/are subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 27 DAY OF May 2010.

Notary public in and for
State of Texas

Approved Hidalgo County Right of Way

By: _____
Right of Way Agent

GABRIEL H. GARZA
NOTARY
My Comm. Expires
Sept. 09, 2013
PUBLIC
STATE OF TEXAS

J.E. SAENZ & ASSOCIATES, INC.
211 East Wisconsin Road
Edinburg, Texas 78539
(956)-383-2984 (956)-383-3736 fax

EXHIBIT
"A"
1 OF 2

METES AND BOUNDS DESCRIPTION
PARCEL 1-A
50.00 FT. RIGHT OF WAY

A 0.19 (8250.00 SQ. FT.) ACRE TRACT OF LAND OUT OF LOT 16, BLOCK 54, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 1, PAGE 25, MAP RECORDS OF HIDALGO COUNTY, TEXAS, BEING PART OF THAT CERTAIN WARRANTY DEED TO JOSE GILBERTO CANTU, RECORDED IN DOCUMENT NUMBER 1033995, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, SAID 0.19 (8250.00 SQ. FT.) ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A HALF (1/2) INCH IRON ROD SET FOR THE NORTHEAST CORNER AND THE POINT OF BEGINNING OF THIS TRACT OF LAND, SAID NORTHEAST CORNER BEARS NORTH 81°15'00" WEST, 610.00 FEET FROM A HALF (1/2) INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID LOT 16, BLOCK 54, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS.

THENCE SOUTH 08°45'00" WEST, 165.00 FEET TO A HALF (1/2) INCH IRON ROD SET FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND;

THENCE NORTH 81°15'00" WEST, 50.00 TO A HALF (1/2) INCH IRON ROD SET FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

THENCE NORTH 08°45'00" EAST, 165.00 FEET TO A HALF (1/2) INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND;

THENCE SOUTH 81°15'00" EAST, 50.00 FEET WITH THE NORTH BOUNDARY LINE OF SAID LOT 16, BLOCK 54, TO THE POINT OF BEGINNING, CONTAINING 0.19 (8250.00 SQ. FT.) OF AN ACRE, MORE OR LESS.

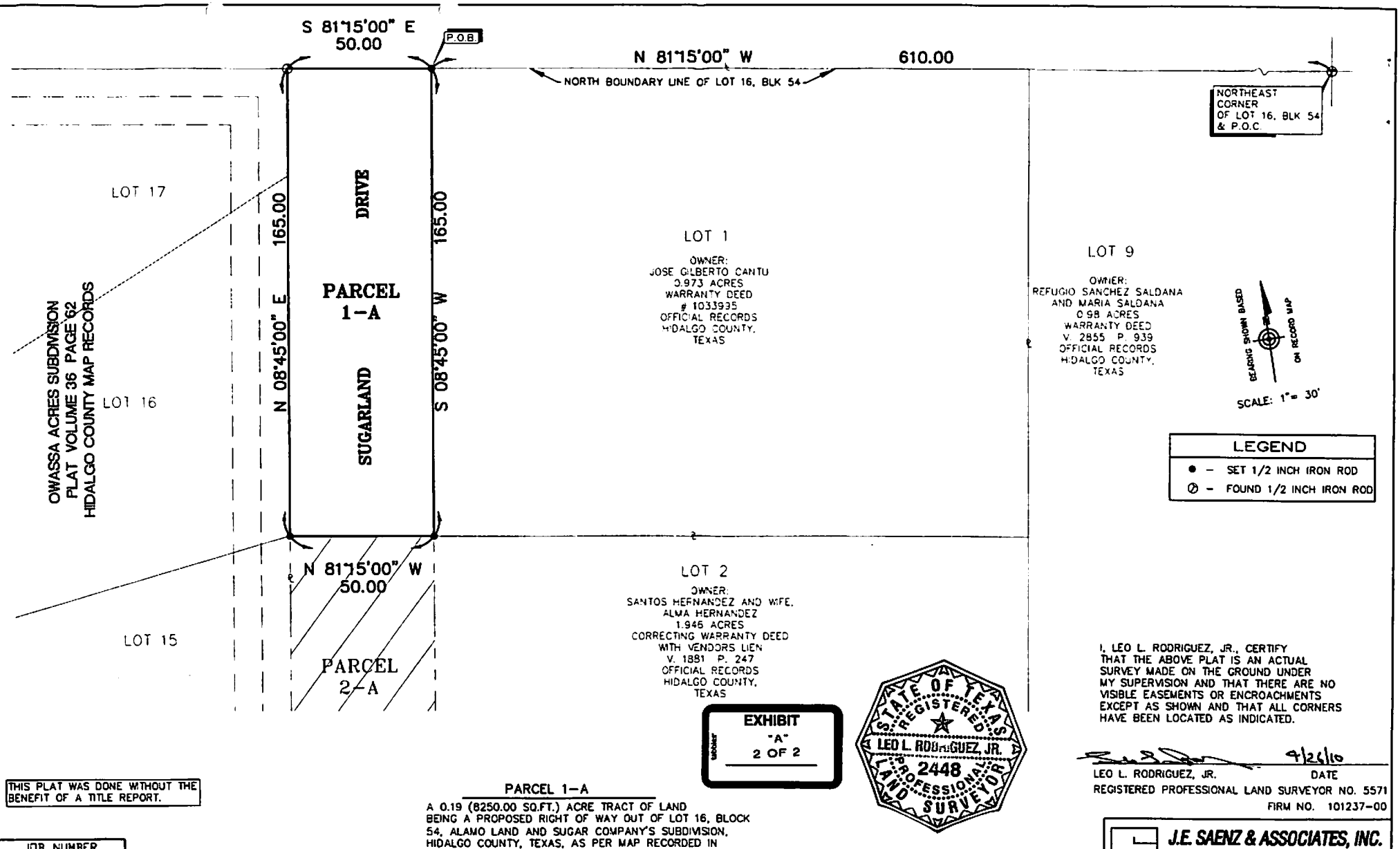
I, LEO L. RODRIGUEZ, JR., CERTIFY THAT THE ABOVE PLAT IS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.

LEO L. RODRIGUEZ, JR.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2448

STATE OF TEXAS
REGISTERED
LEO L. RODRIGUEZ, JR.
2448
PROFESSIONAL
LAND SURVEYOR

4/26/16

EDINBURG TEXAS 78541
RUMALDO MUNOZ JR
MAY 21 2010
RECEIVED BY
HIDALGO COUNTY PCT. #4



I, LEO L. RODRIGUEZ, JR., CERTIFY THAT THE ABOVE PLAT IS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.

9/26/10

LEO L. RODRIGUEZ, JR. DATE

REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5571

FIRM NO. 101237-00

THIS PLAT WAS DONE WITHOUT THE BENEFIT OF A TITLE REPORT.

JOB NUMBER
ENG 10 010

PARCEL 1-A

A 0.19 (8250.00 SQ.FT.) ACRE TRACT OF LAND BEING A PROPOSED RIGHT OF WAY OUT OF LOT 16, BLOCK 54, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 1, PAGE 25, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

J.E. SAENZ & ASSOCIATES, INC.
P.O. BOX 3293
MISSION, TEXAS 78540
TEL. (956) 333-2984
FAX (956) 333-3736

AI-30915 **17. A.**

CC REGULAR

Meeting Date: 02/21/2012

Department Head: Border Colonia

Department: BUDGET & MANAGEMENT

Information

CAPTION

Discussion, consideration, and action authorizing Border Colonias Program Director to transfer unspent funds from completed BCAP projects to underfunded projects.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/02/2012 03:29 PM
Ivan Cantu	Ivan Cantu	02/03/2012 04:46 PM
Purchasing Department	Angela Garcia	02/17/2012 03:50 PM

Form Started By: Angela Garcia Started On: 02/02/2012 01:31 PM

Final Approval Date: 02/17/2012

AI-30914 **18. A.**

CC REGULAR

Meeting Date: 02/21/2012

Department: COMM. PCT. #4

Information

CAPTION

Pct. #4 Road Maintenance (1200):
Approval of 2012 appropriation of funds into Precinct #4 Road Maintenance (program 007) in the total amount of $148,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-124-007-0-XXX

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

BUDGETARY IMPACT:

Available balance in year 2011 (1200 124 007). Funding available for appropriation as of 2/3/12, pending FY 2011 fund balance carryover.

Appropriation for year 2012

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/03/2012 09:07 AM
Manuel Chapa	Manuel Chapa	02/03/2012 10:54 AM
Purchasing Department	Angela Garcia	02/17/2012 03:50 PM

Form Started By: Jr. Munoz Started On: 02/02/2012 12:21 PM

Final Approval Date: 02/17/2012

DATE: February 21, 2012

DEPARTMENT HEAD: Commissioner Joseph Palacios

DEPARTMENT NAME: Pct. #4 Road Maintance

ACCOUNT NUMBER: 2-1200-431-00-124-007-0-XXX

Contact Person: Rumaldo Munoz **Ph#:** (956) 383-3112 ext. 4002

2012

Appropriation

AI-30914

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
2-1200-431-00-124-007-0-423	Custodial	8,000.00
2-1200-431-00-124-007-0-672	Equipment & Veh R&M Supplies	20,000.00
2-1200-431-00-124-007-0-719	Land	10,000.00
2-1200-431-00-124-007-0-731	Roads & Road Improvements	50,000.00
2-1200-431-00-124-007-0-739	Other Structures	60,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**148,000.00**

REASON: To cover expenditures for 2012

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____

DATE

ATTEST COUNTY CLERK

AI-31132 **18. B.**

CC REGULAR

Meeting Date: 02/21/2012

Department Head: Gloria Beltran

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of Interlocal Cooperation Agreement between City of Edinburg and County of Hidalgo (Pct.4) for Seminary Road re-construction project

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

CITY agrees to pay COUNTY for the entire cost of materials, equipment and personnel used by COUNTY for the portion of the Project within City Limits.

Upon final completion of the Project work described herein, the CITY agrees to repair and maintain only those improvements located within the jurisdiction of the CITY.

COUNTY agrees to provide materials, labor, equipment and fuel for the re-construction of certain portions of the Project as outlined below:

a. Re-Construct the portion of Seminary Road within the City of Edinburg City Limits (2,405 Feet by 22 Feet wide) as indicated on the Plans and Specifications.

b. Provide Materials, Equipment, and Labor for the Project.

c. Prepare Sub-grade and Base Preparation for approximately 2,405 feet of Seminary all within City Limits.

d. Overlay 2 inches with Asphalt for approximately 2,405 feet of Seminary Road all within City Limits.

Attachments

ICA

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/17/2012 01:03 PM
Manuel Chapa	Manuel Chapa	02/17/2012 01:51 PM
Purchasing Department	Angela Garcia	02/17/2012 03:50 PM

Form Started By: Monica Badillo Started On: 02/17/2012 12:28 PM

Final Approval Date: 02/17/2012

STATE OF TEXAS	**§**	**INTERLOCAL COOPERATION AGREEMENT**
	§	**BETWEEN CITY OF EDINBURG**
COUNTY OF HIDALGO	**§**	**AND COUNTY OF HIDALGO, TEXAS**
	§	**(PRECINCT#4)**
	§	**FOR SEMINARY ROAD RECONSTRUCTION**

This Agreement is made on this the _____ day of _____, 2012 by and between **CITY OF EDINBURG**, **TEXAS**, hereinafter referred to as "CITY", and **COUNTY OF HIDALGO, TEXAS BY AND THROUGH HIDALGO COUNTY PRECINCT #4**, hereinafter referred to as "COUNTY", and pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, CITY is a municipality located in Hidalgo County, Texas;

WHEREAS, COUNTY is a county created in the State of Texas;

WHEREAS, CITY AND COUNTY are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Tex. Gov't. Code 791.001 et.seq., which authorizes units of local government to contract with each other to perform governmental functions and services under the terms of the Act;

WHEREAS, COUNTY is engaging in a Project more particularly described as the re-construction of Seminary Road, of which approximately Two Thousand Four Hundred and Five (2,405) Feet of said road is within the City Limits of the City of Edinburg (the "Project"); and

WHEREAS, to better serve the health and safety of the residents that utilize Seminary Road and the surrounding areas, it is in the best interest of both COUNTY and CITY to mutually provide for the re-construction of the Project; and

WHEREAS, the CITY has agreed to assist COUNTY by providing funding for the re-construction for a portion of the Project within City Limits; and

WHEREAS, the labor, equipment and materials for the Project as outlined below is to be provided through COUNTY; and

WHEREAS, the COUNTY will serve as the lead agency for the Project; and

WHEREAS, the CITY will provide the Engineering plans, specifications and construction management for the Project at its sole cost; and

NOW, THEREFORE, the COUNTY and CITY, in consideration of the mutual covenants hereinafter, agree as follows:

1. COUNTY agrees to provide materials, labor, equipment and fuel for the re-construction of certain portions of the Project as outlined below:

   a. Re-Construct the portion of Seminary Road within the City of Edinburg City Limits (2,405 Feet by 22 Feet wide) as indicated on the Plans and Specifications.

   b. Provide Materials, Equipment, and Labor for the Project.

   c. Prepare Sub-grade and Base Preparation for approximately 2,405 feet of Seminary all within City Limits.

   d. Overlay 2 inches with Asphalt for approximately 2,405 feet of Seminary Road all within City Limits.

3. COUNTY will serve as the lead agency for the Project and shall execute all contracts necessary to complete the Project.

4. COUNTY shall provide CITY with manpower at the current hourly rates for individuals required to complete the Project as shown in the attached Exhibit "A" which is incorporated herein for all purposes.

5. COUNTY shall provide materials and equipment for completion of the Project at the rates and cost as shown in the attached Exhibit "A".

6. Prior to CITY utilizing COUNTY manpower, equipment and materials, CITY shall request and will receive the current hourly rates of COUNTY individuals required to complete the Project, the current hourly rates for equipment and costs for materials. Hourly rates shall include all benefits and other costs associated with the employment of each personnel, equipment and materials. COUNTY shall be solely responsible for determining the current rate of its personnel. Any request for use by CITY of COUNTY individuals shall be subject to the approval by the Commissioner of Precinct #4 determining that the COUNTY individuals, equipment and materials so requested by the CITY are not required for other projects of Precinct #4 at the time requested by CITY.

7. COUNTY will provide to CITY invoices with supporting documentation, including but not limited to receipts and invoices for all labor, equipment and materials used or purchased by COUNTY for the Project in accordance with the Paragraph 8 below.

8. CITY agrees to pay COUNTY for the entire cost of materials, equipment and personnel used by COUNTY for the portion of the Project within City Limits. Prior to COUNTY commencing the Project, CITY shall escrow the amount of the COUNTY'S estimate for the Project with the Hidalgo County Treasurer (the "Escrow"). Should CITY deposit such Escrow with the County Treasurer, CITY agrees COUNTY may draw from the Escrow the costs of

materials, equipment and personnel for such Project within seven (7) business days of receipt by CITY of an invoice and supporting documentation from COUNTY, the entire cost of COUNTY materials, equipment and personnel used for the portion of the Project within City Limits. In the event the cost of materials, equipment and personnel for the portion of the Project within City Limits exceeds the amount of the Escrow (the "Excess") for such Project, CITY agrees to make payments of the Excess to COUNTY within thirty (30) days of receipt of invoices from COUNTY for same. In the event the actual cost of the project is finally determined to be less than the amount of the Escrow, COUNTY agrees to remit such difference to CITY.

9. Upon a change in price for manpower for COUNTY personnel, equipment or materials, the COUNTY shall notify CITY within ten (10) working days during the term of the Project and before beginning any new work on the Project.

10. COUNTY and CITY shall coordinate work schedules in order to provide for minimal disruption to the construction of the Project and will use their best efforts to complete the COUNTY Project within _____ (days) of the date of this Agreement.

11. Upon final completion of the Project work described herein, the CITY agrees to repair and maintain only those improvements located within the jurisdiction of the CITY.

12. Upon final completion of the Project work described herein, the parties agree that COUNTY will be released of any and all duties imposed by this Agreement.

13. Each party agrees to conform to its own applicable purchasing laws, regulations, policies and procedures with respect to the portion of the work under this Agreement performed by each party.

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

15. **No Waiver:** No waiver by any party hereto of any breach of any provisions of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

16. **Entire Agreement:** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly

or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement, in writing, executed by the CITY and COUNTY, and not otherwise.

17. **TEXAS LAW TO APPLY**. THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

18. **Indemnification:** To the extent allowed under the Constitution and laws of the State of Texas, COUNTY agrees to indemnify and hold harmless and defend CITY, its agents, employees and officers from and against any claim, loss, damage, liability and expense, including reasonable attorney's fees, incurred or suffered by it, by reason of any and all claims, demands or causes of action asserted or that may be asserted, against any or all of the above named parties, whether alleging intentional or negligent acts or omissions, and whether seeking compensatory or punitive damages, and involving, arising out of, or in any manner related to this agreement.

    To the extent allowed under the Constitution and laws of the State of Texas, CITY agrees to indemnify and hold harmless and defend COUNTY, its agents, employees and officers from and against any claim, loss, damage, liability and expense, including reasonable attorney's fees, incurred or suffered by it, by reason of any and all claims, demands or causes of action asserted or that may be asserted, against any or all of the above named parties, whether alleging intentional or negligent acts or omissions, and whether seeking compensatory or punitive damages, and involving, arising out of, or in any manner related to this agreement.

19. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, (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 CITY:	City of Edinburg Attention: Richard Garcia, Mayor 415 W. University Drive Edinburg, Texas 78540
With copy to:	City of Edinburg Attention: Shawn Snider, Acting City Manager 415 W. University Drive Edinburg, Texas 78540

If to COUNTY: Hidalgo County
Attention: Ramon Garcia, County Judge
P.O. Box 758
Edinburg, Texas 78540-0758

With copy to: Commissioner, Precinct Number 4
Attention: Joseph Palacios
1102 N. Doolittle
Edinburg, Texas 78539

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

20. **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.

21. **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.

22. **Assignment.** This Agreement shall not be assignable

23. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and as often as may be appropriate.

24. **Authority to Execute.** The execution and performance of the Agreement by CITY and COUNTY have been duly authorized by all necessary laws, resolutions and corporate action, and this Agreement constitutes the valid and enforceable obligations of CITY and COUNTY in accordance with its terms.

25. **Government Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available for the paying party, as herein provided.

26. **Commitment of Current Revenues Only.** In the event that, during any term, hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

27. **Termination**. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other.

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

CITY OF EDINBURG, TEXAS

BY: _____
Richard Garcia, City of Edinburg - Mayor

ATTEST:

BY: _____
City Secretary

HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

Hidalgo County District Attorney

By: _____
Josephine Ramirez Solis
Assistant District Attorney, County Affairs

By: Gonzalez Palacios LLP
Attorneys at Law

_____
City Attorney

Approved by Edinburg City Council

On: _____

EXHIBIT “A”

Current Hourly Rates for Precinct #4 Personnel; rates for Materials and Equipment; and Estimated Project Cost

EQUIPMENT		
EQUIPMENT	**RATE PER HOUR**	**TOTAL COST**
PAVER	$130.00	$4,550.00
RECYCLER	$85.00	$1,360.00
MOTOR GRADER	$80.00	$3,200.00
PNUEMATIC ROLLER	$33.00	$1,320.00
DOUBLE DRUM STEEL ROLLER	$28.00	$1,120.00
DUMP TRUCKS	$75.00	$3,000.00
WATER TRUCK	$38.00	$1,536.00
	TOTAL COST	$16,086.00

MATERIALS		
MATERIALS	**COST OF MATERIAL**	**TOTAL COST**
ASPHALT	$47.23 A TON	$24,228.40
SS-2 OIL	$3.00 A GALLON	$1,800.00
EN-1 STABILIZER	$80.00 A GALLON	$2,400.00
	TOTAL COST	$28,428.40

MAN HOURS		
EQUIPMENT	**RATE PER HOUR**	**TOTAL COST**
MOTOR GRADER	$25.76	$1,442.56
RECYCLER	$25.76	$824.32
PAVER	$25.76	$618.24
PNUEMATIC ROLLER	$13.09	$733.04
DOUBLE DRUM STEEL ROLLER	$13.09	$733.04
DUMP TRUCKS	$14.18	$340.32
WATER TRUCK	$14.18	$794.08
	TOTAL COST	$5,485.60

TOTAL ESTIMATED CONSTRUCTION COST:	$50,000.00

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project desires County to engage in a project for the reconstruction of Seminary Road to include approximately two thousand four hundred and five feet (2,405) within the Edinburg City Limits and in Hidalgo County, Texas (the "Project"); through the Interlocal Cooperation Agreement to be entered into with the City of Edinburg, Texas, and Hidalgo County.

By vote on _____ 2012, the Hidalgo County Commissioners Court has approved the Project identified above.

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVE AS TO FORM:

Hidalgo County District Attorney

_____
By: Josephine Ramirez Solis
Assistant District Attorney, County Affairs

AI-31043 **19. A.**

CC REGULAR

Meeting Date: 02/21/2012

Department: BUDGET & MANAGEMENT

Information

CAPTION

Acceptance of donation to Constable Pct. #3 in the amount of $500.00 by Shell Western E&P.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/10/2012 04:05 PM
Perla Lopez	Perla Lopez	02/13/2012 10:29 AM
Auditor's Office	Arcilia Duran	02/14/2012 01:16 PM
Purchasing Department	Marty Salazar	02/14/2012 03:15 PM

Form Started By: Angela Garcia Started On: 02/10/2012 04:02 PM

Final Approval Date: 02/14/2012

A - JOURNAL ENTRY <9032>

Date 2/10/99 Prepared by EA

Date 2/10/99 Approved BB

Description	Account Number	Dr.	Cr.
	8-010-342-503-00	500.00	
	8-010-225-010-00 30		500.00

CORRECT A59571, 12/30/98, DONATION FROM SHELL WESTERN E&P TO CONSTABLE PCT. NO 3 -- MONIES WILL BE PLACED IN ESCROW ACCOUNT UNTIL COMMISSIONERS COURT APROVES DONATION.

9 1/1-C
030-225-000-01

Yvette Set up
the 030-225-000-01
DESCRIPTION —
PCT 3 CONSTABLE -
Escrow - Shell
WESTERN E & P

ENTERED FEB 1 1 1999

Official County Receipt
Office Of The Hidalgo County Treasurer

Control No. A 59571

Received From: SHELL WESTERN E&P

Receipt No. 0000059571
Date 12/30/98
Cashier YL

For: CONSTABLE PCT. 3 DONATION

ash heck	No.	Description	Account Name	Account Number	Amount
CK.	07677	12/29/98 DONATION	GEN FD - CONSTAB	010-342-503-00	500.00

8-010-342-503-00

581-6800
J. CRUZ

HIDALGO COUNTY, TEXAS
CONSTABLE PRECINCT 3, PLACE 1
WEEKLY REVENUE REMITTANCE
FOR THE WEEK ENDING OF 12-27-98

A/S

To: HIDALGO COUNTY TREASURER
From: CONSTABLE Roberto Pena

541-6800

THE FOLLOWING REMITTANCE REPRESENTS COLLECTIONS FOR:

I. GENERAL FUND - CONSTABLE FEES

A. TOTAL CASH COLLECTED $
B. TOTAL CHECKS COLLECTED $ 500.00

CHECK # 607677 CHECK AMT. $ 500.00
CHECK # CHECK AMT. $
CHECK # CHECK AMT. $
CHECK # CHECK AMT. $
CHECK # CHECK AMT. $
CHECK # CHECK AMT. $
CHECK # CHECK AMT. $
CHECK # CHECK AMT. $
CHECK # CHECK AMT. $

C. CONSTABLE RECEIPT SEQUENCE ____-____
D. TOTAL TO CREDIT ACCOUNT NUMBER

PRECINCT 1	____- 010-342-501-00	$
PRECINCT 2	____- 010-342-502-00	$
PRECINCT 3	____- 010-342-503-00	$
PRECINCT 4	____- 010-342-504-00	$
PRECINCT 5	____- 010-342-505-00	$

E. OTHER

1. DESCRIPTION OF PAYMENT Shell Western E&P Inc. Donation
2. TOTAL TO CREDIT ACCOUNT NUMBER 3-010-342-503-00 $ 500.00

II. LAW ENFORCEMENT OFFICER STANDARDS AND EDUCATION FUNDS

CREDIT ACCOUNT NUMBER

PRECINCT 1	____- 010-330-231-00	$
PRECINCT 2	____- 010-330-232-00	$
PRECINCT 3	____- 010-330-233-00	$
PRECINCT 4	____- 010-330-234-00	$
PRECINCT 5	____- 010-330-235-00	$

GRAND TOTAL REMITTED TO THE COUNTY TREASURER $ 500.00

APPROVED BY: _____ 12-29-98
CONSTABLE SIGNATURE DATE

PREPARED BY: Jesus Cruz
ASSISTANT'S SIGNATURE

A59571 12/30/98
TREASURER'S RECT #

*NOTE: Weekly remittances are due on or before the seventh working day after the day on which the funds are received, in accordance with V.T.C.A. Local Govt. Code, Section 113.022.

COUNTY AUDITOR'S FORM: MCJR.-C-004
REVISED 12/97

AI-31042 **19. B.**

CC REGULAR

Meeting Date: 02/21/2012

Department: BUDGET & MANAGEMENT

Information

CAPTION

Acceptance of donation to Pct. 4 by Sotero Chapa in the amount of $15.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary impact

Attachments

backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/10/2012 04:01 PM
Manuel Chapa	Manuel Chapa	02/15/2012 09:19 AM
Auditor's Office	Arcilia Duran	02/15/2012 05:18 PM
Purchasing Department	Marty Salazar	02/16/2012 10:09 AM

Form Started By: Angela Garcia Started On: 02/10/2012 03:54 PM

Final Approval Date: 02/16/2012

Official County Receipt
Office Of The Hidalgo County Treasurer

NORMA G. GARCIA
County Treasurer

Control No. A 68043

Received From: SOTERO CHAPA PRCT 4 DONATION

Receipt No. 0000068043
Date 09/07/00
Cashier TM

For:

h ck	No.	Description	Account Name	Account Number	Amount
CH	75793847	SOTERO CHAPA	GEN FD - MISCELL	0-010-360-000-00	15.00
				S/B 0-060-229-020-00	

CHECK 15.00
CASH 0.00

CREDIT MEMO 0.00
*** TOTAL 15.00

White Copy - Depositor | Yellow Copy - Auditor | Pink Copy - Treasurer

HIDALGO COUNTY PCT. #4

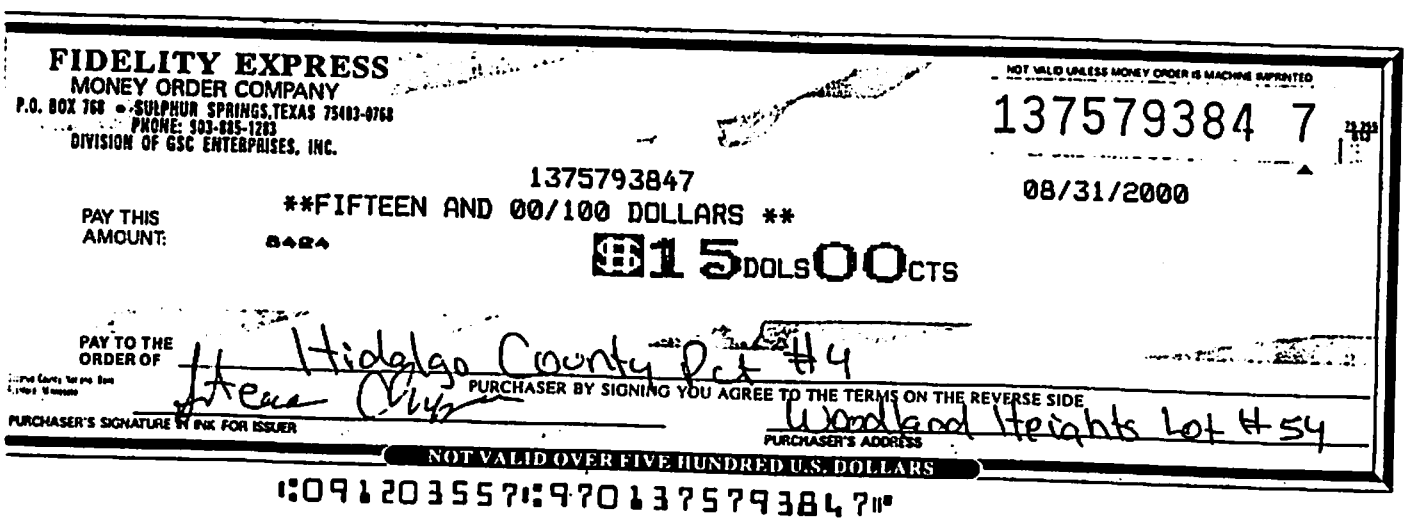
(956) 383-3112

DONATION TO GENERAL FUND

~~0-010-360-000-00~~ 0-060-229-020-00

RESIDENT	AMOUNT	MO
SOTERO CHAPA	$ 15.00	137579384

SUBMITTED ON 9/7/00



FIDELITY EXPRESS
MONEY ORDER COMPANY
P.O. BOX 768 • SULPHUR SPRINGS, TEXAS 75483-0768
PHONE: 903-885-1283
DIVISION OF GSC ENTERPRISES, INC.

NOT VALID UNLESS MONEY ORDER IS MACHINE IMPRINTED
137579384 7

1375793847

08/31/2000

PAY THIS AMOUNT: **FIFTEEN AND 00/100 DOLLARS **

$15 DOLS 00 CTS

PAY TO THE ORDER OF Hidalgo County Pct #4

PURCHASER BY SIGNING YOU AGREE TO THE TERMS ON THE REVERSE SIDE

PURCHASER'S SIGNATURE IN INK FOR ISSUER

Woodland Heights Lot #54
PURCHASER'S ADDRESS

NOT VALID OVER FIVE HUNDRED U.S. DOLLARS

:091203557:9701375793847:

A68043 9-7-00

AI-31044 **19. C. 1.**

CC REGULAR

Meeting Date: 02/21/2012

Department Head: Constable Precinct No.3

Department: BUDGET & MANAGEMENT

Information

CAPTION

STOP Truancy (1285)/ Co Wide Admin (1100):
Approval to deobligate cash match funds from the STOP Truancy grant for county calendar year 2011/ grant fiscal year 2012 (program #005) and appropriate into Countywide Administration - Contingency in the amount of $11,076.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-491-01-000-285-2-891 1-1100-491-01-000

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

BUDGETARY IMPACT:

Overage in cash match to be placed in co wide administration- contingency.

Attachments

appropriation

emailf from Auditors Office

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/13/2012 08:01 AM
Ivan Cantu	Ivan Cantu	02/13/2012 08:26 AM
Purchasing Department	Angela Garcia	02/17/2012 03:50 PM

Form Started By: Rosie Cantu Started On: 02/10/2012 04:53 PM

Final Approval Date: 02/17/2012

DATE: February 10, 2012

2012
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: DBM for Constable Const. Precinct No.3

ACCOUNT NUMBER: 1-1XXX-X91-0X-000-XXX-X-XXX STOP TRUANCY

Contact Person: Rosie Cantu **Ph#:** (956) 292-7025 ext. 5408

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
1-1100-415-00-115-002-0-899	CO WIDE ADM.-	CONTINGENCY	11,076.00
1-1100-491-01-000-285-2-891	TRANSFERS OUT-	DESIG. PURP. LEVEL 5	(11,076.00)
1-1285-391-01-000-100-2-000	TRANSFERS IN-	GENERAL FUND	(11,076.00)
		TOTAL BUDGET INCREASE (DECREASE)	-

REASON: To deobligate cash match funds from STOP Truancy Grant fund 1285 for County calendar year 2011/ Grant FY 2012 and appropriate into Co. Wide Adm.-Contingency.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

Rosalinda

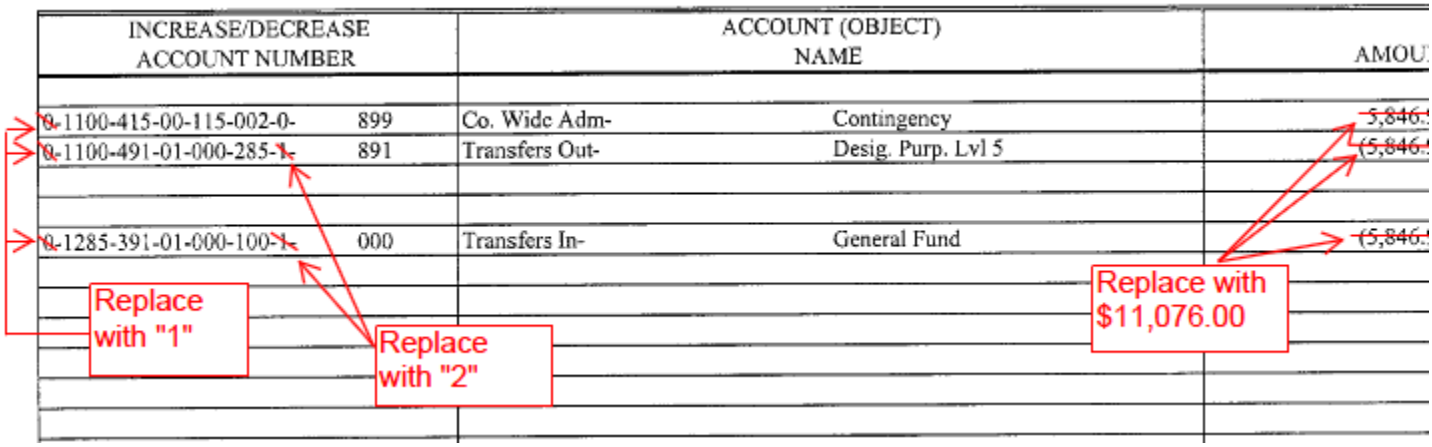
From: Benito Luna [benito.luna@auditor.co.hidalgo.tx.us]
Sent: Thursday, February 09, 2012 10:27 AM
To: 'Rosalinda'
Cc: 'Raquel'; horaldo.sanchez@co.hidalgo.tx.us; 'Becky Luna'; 'Deborah Fischer'
Subject: STOP Truancy FY12 program

Good Morning Rosalinda,

I was told that you could potentially assist me with a matter involving the ***STOP Truancy FY12 program*** currently being administered by the Constable Precinct 3 office.

At the moment, the *total Revenue Budget* appropriated for this program is tallied at **$78,924.00**; however, the program's *total Transfers-IN budget* is **$90,000.00**. This particular program has a 50% cash match, so the total Transfers-IN budget should be matching the total revenue budget. The difference is **$11,076.00**, and since we're currently working on the 2011 budget carryovers, we will need to schedule a budget appropriation for this upcoming CC meeting so that the Transfers-IN budget is reduced.

A similar situation had occurred in the past. Below is an example of the budget appropriation that was submitted for the previous occasion.



Please let me know if you have any questions.

Benito Luna
THE COUNTY OF HIDALGO, TEXAS
Grant Accountant II
2808 S. Business Hwy 281
Edinburg, TX 78539-6243

Phone: (956)318-2511 Ext. 4675
Fax: (956)318-2577
benito.luna@auditor.co.hidalgo.tx.us

AI-30711 **20. A. 4.**

CC REGULAR

Meeting Date: 02/21/2012

Department Head: Martha Salazar

Department: PURCHASING DEPT.

Information

CAPTION

Requesting acceptance and approval of the final negotiated contract (previously approved by cc on 01/17/12 for the negotiation process) with Mary Ann Peralez d/b/a Breath Test Services for RFP No: 2011-231-11-23-YZV-Certified Technical Supervisor For Hidalgo County's Alcohol Breath Test Program Services.

BACKGROUND

Requisition #209803 will be submitted for an open purchase order pursuant to Commissioners Court action.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 1100-421-00-115-011-0-350

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

BUDGETARY IMPACT:

CO WIDE LAW ENF-OTHER SERVICES
$55,000.00 available funds as of 02/10/12.

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

2012 budgeted amount for open purchase order in the amount of $55,000.00 pursuant to CC action thru Requisition #209803.

Attachments

Contract Documentation

Legal's Approval Of Contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	02/10/2012 01:07 PM
Budget & Management	Merlen P. Munoz	02/10/2012 01:21 PM
Rosalinda Cantu	Rosie Cantu	02/10/2012 04:21 PM
Auditor's Office	Arcilia Duran	02/16/2012 11:19 AM

Form Started By: Vangie Garcia Started On: 01/23/2012 01:08 PM

Final Approval Date: 02/16/2012

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-12-231-02-21

THIS CONTRACT is made and entered into this **21st Day** of **February, 2012** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Mary Ann Peralez D/B/A Breath Test Services** (the "Company").

WHEREAS, Company responded to advertised notices for bids for **"Certified Technical Supervisor For Hidalgo County's Alcohol Breath Test Program"** the ("Services"); and

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

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

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

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not

extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

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

3. This Contract shall be for a period of one year effective **March 6, 2012** and ending on **March 5, 2013.** Hidalgo County at its sole discretion elect the option to extend the contract for two (2)-one (1) year terms, at the same rates, terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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

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

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

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

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

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

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

10. This Contract shall not be assignable in whole or in part by either party

without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Company **Mary Ann Peralez**
D/B/A Breath Test Services
4311 N. 10th Street, Suite C
McAllen, Texas 78504

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of

services ordered, or (c) terminated without cause by County with thirty day's written notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days written notice by County.

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

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

18. 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).

WITNESS our hands in duplicate originals this_____ day of _____, 2012.

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

Arturo Guajardo Jr., County Clerk

COMPANY: Mary Ann Peralez D/B/A Breath Test Services

By:_____

Printed Name:_____

Title:_____

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

By:_____
Stephen L. Crain

APPROVED BY COMMISSIONES COURT:_____

EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCURMENT PACKET

EXHIBIT “B”
VENDOR’S BID

EXHIBIT "C"
INSURANCE REQUIREMENTS

extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

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

3. This Contract shall be for a period of one year effective **March 6, 2012** and ending on **March 5, 2013.** Hidalgo County at its sole discretion elect the option to extend the contract for two (2)-one (1) year terms, at the same rates, terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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

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

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

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

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

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

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without prior written consent of the other party.

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12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:	**The County of Hidalgo** **Attn: County Judge** **1615 S. Closner, Suite J** **Edinburg, Texas 78539**
If to Company	**Mary Ann Peralez** **D/B/A Breath Test Services** **4311 N. 10th Street, Suite C** **McAllen, Texas 78504**

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of

services ordered, or (c) terminated without cause by County with thirty day's written notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days written notice by County.

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

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

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WITNESS our hands in duplicate originals this_____ day of _____, 2012.

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

Arturo Guajardo Jr., County Clerk

COMPANY: Mary Ann Peralez D/B/A Breath Test Services

By:_____

Printed Name:_____

Title:_____

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

By:_____
Stephen L. Crain

APPROVED BY COMMISSIONES COURT:_____

EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCURMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

November 07, 2011

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request For Proposals: Hidalgo County
"Certified Technical Supervisor For Hidalgo County's Alcohol Breath Test Program"
RFP NO: 2011-231-11-23-YZV

Dear Respondents:

Enclosed please find a Request for Proposals (RFP) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFP process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yzv

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR PROPOSALS (RFP) CHECKLIST

"Certified Technical Supervisor For Hidalgo County's Alcohol Breath Test Program)"

RFP NO: 2011-231-11-23-YZV

1. **Request for Proposals Letter.**
2. **Request for Proposals, Legal Notice, consisting of 8 pages.**
3. **Exhibit A, Requirements/Proposal Page, consisting of 9 pages.**
4. **Exhibit B, Evaluation/Selection Criteria, consisting of 3 pages.**
5. **Exhibit C, Insurance Requirements, consisting of 4 pages.**
6. **Exhibit D, CIQ Conflict Of Interest Questionnaire, consisting of 1 pages.**
7. **Exhibit E, Proposer's Affidavit, consisting of 1 page.**
8. **Proposer/Vendor Application, HUB Declaration and W-9, consisting of 6 pages.**
9. **Certification Regarding Debarment, consisting of 1 page.**
10. **Draft Agreement, consisting of 9 pages.**

The above mentioned items shall be found in the Request for Proposals (RFP) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

11/07/2011
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

RFP NO: 2011-231-11-23-YZV	Buyer: YOLANDA Z VELASQUEZ	Tel. No: (956) 318-2626

REQUEST FOR PROPOSALS

HIDALGO COUNTY

"CERTIFIED TECHNICAL SUPERVISOR FOR HIDALGO COUNTY'S ALCOHOL BREATH TEST PROGRAM"

PROPOSAL ACCEPTANCE DATE

NOVEMBER 23, 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. **Sealed Proposals** will be received for **"Hidalgo County– Certified Technical Supervisor for Hidalgo County's Alcohol Breath Test Program",** in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposals may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.

2. **ONE (1) ORIGINAL AND SEVEN COPIES** are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, "**RFP No: 2011-231-11-23-YZV- Certified Technical Supervisor for Hidalgo County's Alcohol Breath Test Program"** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas on **or before 9:30 a.m. WEDNESDAY, NOVEMBER 23, 2011.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE WITH THE FOLLOWING REFERENCE: RFP NO: 2011-231-11-23-YZV-HIDALGO COUNTY- "Certified Technical Supervisor for Hidalgo County's Alcohol Breath Test Program"

   WRITTEN QUESTIONS WILL BE ACCEPTED via facsimile to (956) 292-7612 or via email to yolanda.velasquez@co.hidalgo.tx.us. by NO LATER THAN Wednesday, November 16, 2011, at 5:00 p.m. Responses will be sent to all applicants by Friday November 18, 2011 at 5:00 p.m. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

   Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A)** separate and accept, or eliminate any items(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B)** reject any or all proposals/qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C)** award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.

5. For work to be performed and/or services to be provided or rendered at a County owned or operated location, each submitter shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the proposal

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.

7. No proposal may be withdrawn within sixty (60) days from the scheduled time to accept proposals.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.

9. Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by Hidalgo County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.

10. County reserves the right to accept or reject any or all RFP's

11. Costs are to be net F.O.B. destination 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's budget for this fiscal year only. County on an annual basis has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor 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, CPPB, Purchasing Agent, before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS**:

- Invoices must include:
  a) Name and address of successful submitter
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - ""**Hidalgo County–" Certified Technical Supervisor for Hidalgo**

County's Alcohol Breath Test Program" 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:

Ray Eufracio, CPA, Hidalgo County Auditor
2802 S. Business Hwy 281
Edinburg, TX 78539
(956) 318-2511

17. **SCHEDULE OF EVENTS**

Proposal Acceptance Date:	**November 23, 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 and services exceeding $100,000, all submitters shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~

  All participants are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications~~.

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 contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

  Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

21. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:
    - Possess or is able to obtain adequate financial resources as required to perform under the proposal;
    - Be able to comply with the required or proposed delivery schedule;
    - Have a satisfactory record of performance;
    - Have a satisfactory record of integrity and ethics;
    - Be otherwise qualified and eligible to receive an award.

24 . Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and 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.

25. Any contract award to a successful proposer will be in effect until:
    a) the contract expires;
    b) delivery and acceptance of products, and/or performance of services ordered, or;
    c) terminated by County with thirty (30) day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the requirements.

27. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

28. Successful proposer shall warrant that all items/services shall conform to 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 Proposal shall be subject to County's approval. Items found to be defective or not meeting specifications shall

be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

31. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

32. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non-conforming.

Proposal for
HIDALGO COUNTY-
"Certified Technical Supervisor for Hidalgo County's Alcohol Breath Test Program"

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 submitter proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned submitter further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Submitter 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 proposal, as contained in the Requirements.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A

REQUEST FOR PROPOSAL:

"CERTIFIED TECHNICAL SUPERVISOR FOR HIDALGO COUNTY'S ALCOHOL BREATH TEST PROGRAM"
RFP NO: 2011-231-11-23-YZV

REQUIREMENTS & SCOPE OF SERVICES

HIDALGO COUNTY
"CERTIFIED TECHNICAL SUPERVISOR FOR HIDALGO COUNTY'S ALCOHOL BREATH TEST PROGRAM"

RFP NO: 2011-231-11-23-YZV

Overview:
Hidalgo County (hereinafter referred to as "COUNTY") is soliciting proposals for a "Certified Technical Supervisor" as listed in specifications to serve as the "Technical Supervisor For Hidalgo County's Alcohol Breath Test Program". The initial term of this contract shall be for one (1) year with Hidalgo County's Commissioners Court sole discretion to extend for two (2) additional one (1) year terms under the same rates, terms and conditions. The scope of the work/services will encompass all aspects of supervision, repair and maintenance of alcohol breath test equipment as further described herein. The information provided in the Request for Proposals (hereinafter referred to as "RFP") is only to be used for the purpose of preparing a proposal for "Certified Technical Supervisor" to provide the technical, administrative and supervision expertise in safeguarding the scientific integrity of the breath alcohol testing program and to assure the breath alcohol testing program's acceptability for evidential purposes. Request For Proposals will be accepted until **9:30 A.M., Wednesday, November 23, 2011. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFP Number: **2011-231-11-23-YZV**
Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:	Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

The Submittal Envelope Must Show The RFP Number, Name And Opening Date.
All applicable forms in this packet must be filled in its entirety and submitted with proposal response. Incomplete sections may be considered for probable cause of disqualification and/or non-compliance.

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:
Hidalgo County is requesting that sealed proposals must be routed to Martha L. Salazar, CPPB, Purchasing Agent, Hidalgo County Purchasing Department, with a

Physical location of: 2802 South Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas 78539. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE (956) 318-2629 OR VIA EMAIL: yolanda.velasquez@co.hidalgo.tx.us NO LATER THAN** Wednesday, November 16, 2011 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile or via email no by 5:00 p.m., Friday, November 18, 2011 **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**.

All costs and expenses associated with the preparation and submission of all (bid, proposals, request for qualifications and quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

NUMBER OF PROPOSALS TO BE SUBMITTED:
Hidalgo County requires one (1) original submittal and seven (7) copies should be submitted.

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the 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 locate at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Prior to contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein as **Exhibit E**) 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 (3) that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability. Contactor shall be in good standing with the Texas Comptroller's Office. A Contractor found to not be in good standing with the Texas Comptroller's Office shall be grounds for disqualification of its RFP or may result in termination of an active contract.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the bid opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering proposals, to ascertain its proposal is timely stamped and dated by the County Purchasing Staff.

SIGNING OF PROPOSALS:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF CONTRACT:
The initial term of the contract shall be for one (1) year with Hidalgo County Commissioners Court sole discretion to extend/renew for two (2) additional one (1) year terms under the same rates, terms and conditions.

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 unforseen delay in award of new bid for next contract term, under the same rates, terms and conditions.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications **(if applicable).**

SECTION II - RFP REQUIREMENTS

REQUEST FOR PROPOSALS:
The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

PROPOSER'S QUALIFICATIONS:
Hidalgo County is soliciting to contract with a "Certified Technical Supervisor" meeting the minimum requirements described in 37 Texas Administrative Code, Part 1 Section 19.6 and as stated in this RFP.

PERSONNEL AND STAFFING:
The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project

responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the proposer's credentials, education and experience with other entities is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:
This section will contain ***any/all*** licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that RFP respondent possesses that deem him/her qualified as a certified technical supervisor.

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

SCOPE OF SERVICES/REQUIREMENTS:

Hidalgo County is soliciting to contract with a qualified certified technical supervisor who is qualified to provide the technical, administrative and supervision expertise in safeguarding the scientific integrity of the breath alcohol testing program and to assure the breath alcohol testing program's acceptability for evidential purposes. The County currently owns and operates Intoxilyzer 5000s located at the following addresses:

1. One (1) Hidalgo County Jail (Edinburg, Texas)
2. One (1) Palmview Police Department (Palmview, Texas)
3. One (1) San Juan Police Department (San Juan, Texas)
4. One (1) Weslaco Police Department (Weslaco,Texas)

The successful candidate for this RFP shall meet the minimum qualifications for certification as a technical supervisor as described in 37 TAC Part 1 Chapter 19 Requirements for Certification of a Technical Supervisor, which includes but is not limited to:

1. A baccalaureate degree in science from an accredited college or university with at least 18 hours of chemistry, with no more than 8 hours of chemistry at the freshman level.
2. Satisfactory completion of a course of instruction as set froth in 37 TAC Part 1, Chapter 19.5(a)(3) related to Operator Certification.
3. Satisfactory completion of technical supervisor training that is approved by the Scientific Director in accordance with 37 TAC Part 1, Chapter 19.6 (b)(3).
4. Knowledge and understanding of the scientific theory and principles as to the operation of the breath alcohol testing instruments and reference sample devices.
5. Successfully pass the Technical Supervisor certification exam.
6. a clean conviction history in accordance with 37 TAC Part 1, Chapter 19.6 (b)(6).

The successful candidate shall:

1. Be competent in Intoxilyzer ethanol and flow calibration.
2. Provide repair parts at no cost to the County where repair is necessitated by routine wear and tear.
3. Provide the services as required and requested by County.
4. Have knowledge of laws and state regulations pertaining to breath alcohol testing and experience in breath alcohol testing.
5. Meet the requirements set forth in the Texas Breath Alcohol Testing Regulations, meet reporting requirements and providing technical supervisory instruction as necessary.
6. Determine if instrument/equipment by serial number is one of the same manufacturer brand or model designation as shown on the State's scientific director's approved list and meets the criteria for the certification as required by the State Of Texas for the use of the breath testing (Intoxilyzer 5000) services.
7. Satisfactory completion of technical supervisor training that is approved by the scientific director, the content of which shall include, but not be limited to:
    - Advanced survey of current information concerning alcohol and its effects on the human body;
    - Operational principles and theories applicable to the program;
    - Instrument operations, maintenance, repair and calibration;
    - Legal aspects of breath alcohol analysis;
    - Principles of instruction;
    - Knowledge and understanding of the scientific theory and principles as to the operation of the instrument and reference sample device;
8. Insurance Certificates as per **"Exhibit C"** must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder.
9. **Be available to testify and give expert testimony on behalf of District Attorney on an "As Needed Basis" and/or "As Required".**

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:

Proposer(s) are to provide a proposed fee on the attached fee schedule based on the scope of services/work requested on a **"Per Machine Basis/Per Location Site".** The County has full discretion to use the services of the successful proposer on an **"as needed basis"** and may not include all breathalyzer equipment owned and/or operated by County.

SECTION III – SELECTION/EVALUATION/RANKING

SELECTION/EVALUATION/RANKING PROCESS:

The evaluation consists of a 100-point scoring system based on the "Evaluation Criteria"- Exhibit B. The participants will be ranked after evaluation by Hidalgo County Commissioners Court or their representatives. RFP submittal evaluation will be based on the criteria outlined below.

(A) The Hidalgo County Commissioners and/or an Evaluation Committee (selected and/or designated by Hidalgo County Commissioners) will review, scores and evaluate the RFPs received in response to this "Request For Proposals".

(B) After the RFPs have bee reviewed, scored and evaluated, the committee will present the grid to the Hidalgo County Commissioners Court for the purposes of ranking.

Proposals will be graded on a 100-point system with emphasis on ability to service the Alcohol Breath Test Program for Hidalgo County.

1. **Proposal price for services**: **(35 Points)**
   - In considering the proposal, Hidalgo County reserves the right to select the applicant that is most advantageous/qualified for the Program.

2. **Experience/Qualifications:** **(30 Points)**
   Proposer's qualifications (e.g. licenses/certificates). Evidence of Proposer's previous experiences with the services being requested.

3. **Proposer's Responsiveness to the RFP:** **(20 Points)**
   - Requested information included and thoroughness of response.
   - Understanding and acceptance of the scope of services.
   - Acceptance of the RFP and Draft Contract Document.
   - Applicable certificates, licenses, permits etc. included in response.
   - All RFP Forms completed.

4. **ABILITY TO COMMIT TO ALL REQUIRED "SERVICES"** **(15 Points)**
   The proposer should provide as much background information as to its experiences in providing similar services to other government agencies as described and detailed in specifications /requirements and understanding of commitment to Agency for such services.

NEGOTIATION PROCESS:

Emphasis will be placed on qualifications, experience and capability to perform the services as well as the best proposal that meets the needs of Hidalgo County. Accuracy and completeness are essential. Hidalgo County reserves the right to reject any and all RFPs.

PROPOSAL FEE SCHEDULE

Proposer(s) are to provide a proposed fee on the attached fee schedule based on the scope of services/work requested on a **"Per Machine Basis/Per Location Site".** The County has full discretion to use the services of the successful proposer on an **"as needed basis"** and may not include all breathalyzer equipment owned and/or operated by County.

Location Of Machines:

1. One (1) Hidalgo County Jail (Edinburg, Texas) $_____
2. One (1) Palmview Police Department (Palmview, Texas) $_____
3. One (1) San Juan Police Department (San Juan, Texas) $_____
4. One (1) Weslaco Police Department (Weslaco, Texas) $_____

Emphasis will be placed on qualifications, experience and capability to perform the services as well as the best proposal that meets the needs of Hidalgo County. Accuracy and completeness are essential. Hidalgo County reserves the right to reject any and all RFPs.

EXHIBIT B

EVALUATION CRITERIA

RFP NO: 2011-231-11-23-YZV
"CERTIFIED TECHNICAL SUPERVISOR FOR HIDALGO COUNTY'S ALCOHOL BREATH TEST PROGRAM"

SELECTION/EVALUATION/RANKING CRITERIA

The evaluation consists of a 100-point scoring system based on the "Evaluation Criteria"-Exhibit B. The participants will be ranked after evaluation by Hidalgo County Commissioners Court. Categories under the 100-point system include response to RFP. RFP submittal evaluation be based on the criteria outlined below.

(A) The Hidalgo County Commissioners and/or an Evaluation Committee (selected and/or designated by Hidalgo County Commissioners) will review, score and evaluate the RFPs received in response to this "Request For Proposals".

(B) After the RFPs have bee reviewed, scored and evaluated, the committee will present the grid to the Hidalgo County Commissioners Court for the purposes of ranking.

Proposals will be graded on a 100-point system with emphasis on ability to service the Alcohol Breath Test Program for Hidalgo County.

1. **Proposal price for services**: **(35 Points)**
   - In considering the proposal, Hidalgo County reserves the right to select the applicant that is most advantageous/qualified for the Program.

2. **Experience/Qualifications:** **(30 Points)**
   Proposer's qualifications (e.g. licenses/certificates). Evidence of Proposer's previous experiences with the services being requested.

3. **Proposer's Responsiveness to the RFP:** **(20 Points)**
   - Requested information included and thoroughness of response.
   - Understanding and acceptance of the scope of services.
   - Acceptance of the RFP and Draft Contract Document Requirements.
   - Applicable certificates, licenses, permits etc. included in response.
   - All RFP Forms completed.

4. **ABILITY TO COMMIT TO ALL REQUIRED "SERVICES"** **(15 Points)**
   The **"Technical Supervisor"** should provide as much background information as to it's experiences in providing similar services to other government agencies as described and detailed in specifications /requirements and understanding of commitment to Agency for such services.

HIDALGO COUNTY-RFP EVALUATION FORM
"CERTIFIED TECHNICAL SUPERVISOR FOR HIDALGO COUNTY'S ALCOHOL BREATH TEST PROGRAM"

Selection Criteria	Points	Score
1. **Proposal price for services**: In considering the proposal, Hidalgo County reserves the right to select the applicant that is most advantageous/qualified for the Program.	35 Pts.	_____

Comments/Rationale For Points: _____

_____

_____

2. **Experience/Qualifications:** Proposer's qualifications (e.g. licenses/certificates). Evidence of Proposer's previous experiences with the services being requested.	30 Pts.	_____

Comments/Rationale For Points: _____

_____

_____

3. **Proposer's Responsiveness to the RFP:** Requested information included and thoroughness of response. • Understanding and acceptance of the scope of services. • Acceptance of the RFP and Draft Contract Document Requirements. • Applicable certificates, licenses, permits etc. included in response. • All RFP Forms completed.	20 Pts.	_____

Comments/Rationale For Points: _____

_____

_____

4. **ABILITY TO COMMIT TO ALL REQUIRED "SERVICES"** The **"Certified Technical Supervisor"** should provide as much background information as to it's experiences in providing similar services to other government agencies as described and detailed in specifications /requirements and understanding of commitment to Agency for such services.	15 Pts.	_____

Comments/Rationale For Points: _____

_____

_____

Total Score _____

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

Insurance Requirements

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. 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.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. A Five Hundred Thousand Dollar (%500,000.00) Comprehensive General Liability Insurance policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of 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, permit's, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____
Authorized Signature Date

_____
Company

_____
Address

_____
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 20___.

_____

Notary Public

My commission expires:_____, 20___.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address: **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify **State Identification No._____ (Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** **Disadvantaged Business (At Least 51% Ownership)** ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt **Have you been certified as a HUB or an MBE/WBE source?:** ☐ Yes ☐ No **Indicate Certification No.(s):_____ or are Certificate(s) attached?:** ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): **Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

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 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.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–		–				

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 II 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)	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 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*
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 8832 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, payers 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, 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.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-00-00

THIS CONTRACT is made and entered into this ____ Day of _____, **2012** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and _____Company").

WHEREAS, Company responded to advertised notices for bids for **"Certified Technical Supervisor For Hidalgo County's Alcohol Breath Test Program"** the ("Services"); and

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

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

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

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

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otherwise.

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

3. This Contract shall be for a period of one year effective _____, **2012** and ending on _____, **2013.** Hidalgo County at its sole discretion elect the option to extend the contract for two (2)-one (1) year terms, at the same rates, terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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

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

DRAFT

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

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

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

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

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

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

DRAFT

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Company _____
_____
_____

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by County with thirty day's written notice prior to cancellation.

DRAFT

15. The contract may be terminated without cause upon thirty (30) days written notice by County.

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

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

18. 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).

WITNESS our hands in duplicate originals this_____ day of _____, 2012.

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____

Arturo Guajardo Jr., County Clerk

DRAFT

COMPANY:_____

By:_____

Printed Name:_____

Title:_____

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

By:_____
Stephen L. Crain

APPROVED BY COMMISSIONES COURT:_____

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EXHIBIT "B"
VENDOR'S BID

Proposal Fee Schedule

1) One (1) Hidalgo County Jail (Edinburg, Texas)	$ 16,000.00
2) One (1) Palmview Police Department (Palmview, Texas)	$ 16,000.00
3) One (1) San Juan Police Department (San Juan, Texas)	$ 16,000 .00
4) One (1) Weslaco Police Department (Weslaco, Texas)	$ 16,000.00

OPENED
9:37
11/23/11
Witnessed

-Note

If all four instruments are awarded to proposer a discount of $5,000.00 will be applied to the overall amount proposed.
If three instruments are awarded to proposer a discount of $2,000.00 will be applied to the overall amount proposed.
If two instruments are awarded to proposer no discount will be applied to the overall amount proposed.
If one instrument awarded to proposer no discount will be applied to the overall amount proposed.

EXHIBIT "C"
INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 Ward Insurance Group 1801 Precinct Line Rd Ste. B Hurst, TX 76054	CONTACT NAME: Maria PHONE (A/C, No, Ext): 817-605-0065 FAX (A/C, No): 817-605-0084 E-MAIL ADDRESS: maria@wardinsgroup.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Penn America Insurance Company
INSURED MaryAnn Peralez dba Breath Test Services 4311 N 10th Street STE C McAllen, TX 78504	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F : Certain Underwriters At Lloyds

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY ☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☑ PRO-JECT ☐ LOC	☑	☐	PAC6817418-2	01/13/2012	01/13/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ EXC $ 1,000,000 $ EXC
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	☐	☐				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
C	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $	☐	☐				EACH OCCURRENCE AGGREGATE	$ $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	☐				☐ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
E	Errors & Omissions	☐	☐	330108117495A	01/09/2012	01/09/2013	$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Hidalgo County is listed as Additional Insured to the General Liability Policy

CERTIFICATE HOLDER

Hidalgo County

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

Tom Ward

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/25/2012

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

JAMES NEWMAN, AGENT
903 PECAN BLVD.
McALLEN, TEXAS 78501

A

CONTACT NAME: Norma Mancha
PHONE (A/C, No, Ext): 956-687-3849 **FAX (A/C, No):** 956-687-8741
E-MAIL ADDRESS: norma@jamesnewmaninsurance.com
PRODUCER CUSTOMER ID #:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Mutual Automobile Insurance Company	25178
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

MARY ANN PERALEZ
DBA BREATH TEST SERVICES
1405 BETTY DR
MISSION TX 78572-4369

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	[ ] COMMERCIAL GENERAL LIABILITY	[ ]	[ ]				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	[ ] CLAIMS-MADE [ ] OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	[ ] POLICY [ ] PRO-JECT [ ] LOC							$
A	**AUTOMOBILE LIABILITY**						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO	Y	[ ]	**106 5481-E01-53**	**11/23/2011**	**11/23/2012**	BODILY INJURY (Per person)	$ 300,000
	[ ] ALL OWNED AUTOS						BODILY INJURY (Per accident)	$ 300,000
	[X] SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$ 500,000
	[ ] HIRED AUTOS							$
	[ ] NON-OWNED AUTOS							$
	[X] see description							
	[ ] **UMBRELLA LIAB** [ ] OCCUR						EACH OCCURRENCE	$
	[ ] **EXCESS LIAB** [ ] CLAIMS-MADE	[ ]	[ ]				AGGREGATE	$
	[ ] DEDUCTIBLE							$
	[ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ]	N / A	[ ]				E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
		[ ]	[ ]					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

2011 HONDA PILOT VIN#5FNYF3H63BB055686

CERTIFICATE HOLDER

HIDALGO COUNTY PURCHASING DEPT
2812 S BUS HWY
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

James Newman (agent)

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/07/2012

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	CONTACT NAME: Maria
Ward Insurance Group 1801 Precinct Line Rd Ste. B Hurst, TX 76054	PHONE (A/C, No, Ext): 817-605-0065 FAX (A/C, No): 817-605-0084 E-MAIL ADDRESS: maria@wardinsgroup.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: Penn America Insurance Company
INSURED MaryAnn Peralez dba Breath Test Services 4311 N 10th Street Suite C McAllen, TX 78504	INSURER B:
	INSURER C:
	INSURER D: Th Hartford Insurance
	INSURER E: Certain Underwriters At Lloyds
	INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	✓		PAC6817418-2	01/13/2012	01/13/2013	EACH OCCURRENCE	$ 1,000,000
	✓ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ EXC
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 1,000,000
	☐ POLICY ✓ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ EXC
								$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
C	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		☐	46WBG254YJ005			✓ WC STATU-TORY LIMITS ✓ OTH-ER	1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	ERRORS & OMISSIONS	☐	☐	330108117495A				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
HIDALGO COUNTY IS LISTED AS ADDITIONAL INSURED TO THE GENERAL LIABILITY POLICY

CERTIFICATE HOLDER	CANCELLATION
HIDALGO COUNTY	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 TOM WARD

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Evangelina Garcia

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, February 09, 2012 5:18 PM
To: 'Evangelina Garcia'
Subject: FW: Certified Technical Supervisor for Hidalgo County's Alcohol Breath Test Program Services

FINALLY, HOOOOORRRAAAAYYYY FOR YOU. GOOOOOOOOOD JOB!!!!!!!!

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Thursday, February 09, 2012 4:52 PM
To: 'Martha Salazar'
Subject: RE: Certified Technical Supervisor for Hidalgo County's Alcohol Breath Test Program Services

As long as we have auto insurance certificate we are fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, February 09, 2012 12:32 PM
To: scrain@atlashall.com
Cc: evangelina.garcia@co.hidalgo.tx.us
Subject: FW: Certified Technical Supervisor for Hidalgo County's Alcohol Breath Test Program Services
Importance: High

Mr. Crain:
Certificate should now reflect the things you pointed out that were missing. As you have already approved form of agreement, this is the only part we need your review and comment as to form.
Thanks,
Marty

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Thursday, February 09, 2012 10:59 AM
To: 'Martha Salazar'
Subject: RE: Certified Technical Supervisor for Hidalgo County's Alcohol Breath Test Program Services

Marty:
Attached is the revised workers compensation certificate of accord for legal's review as to this document pursuant to his comments as stated below. I'm not attaching the contract just the insurance document for the workers compensation since it appears this is where the concern is on.

If legal can review this document for approval of the contract so as to proceed with the agenda item.

Thank you

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: Thursday, February 09, 2012 8:51 AM
To: 'Evangelina Garcia'
Subject: FW: Certified Technical Supervisor for Hidalgo County's Alcohol Breath Test Program Services
Importance: High

We're not quite there!

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Thursday, February 09, 2012 7:47 AM
To: 'Martha Salazar'
Subject: RE: Certified Technical Supervisor for Hidalgo County's Alcohol Breath Test Program Services

Workers compensation does not have the commencement and termination dates of the policy. Errors and omissions does not have the beginning and termination dates of the policy and does not state dollar limits of policy.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, February 08, 2012 4:47 PM
To: scrain@atlashall.com
Cc: 'Evangelina Garcia'
Subject: FW: Certified Technical Supervisor for Hidalgo County's Alcohol Breath Test Program Services
Importance: High

Mr. Crain:
We believe we now have all insurances required including Worker Comp. Please review and comment as to form.
Marty

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Wednesday, February 08, 2012 4:03 PM
To: 'Martha Salazar'
Subject: RE: Certified Technical Supervisor for Hidalgo County's Alcohol Breath Test Program Services

Marty:
Attached is the contract with Mary Ann Peralez for legal's review and approval as to form of document with the workers compensation insurance added.

I will place the agenda item for Tuesday, February 21, 2012 inasmuch the current will expire on March 5, 2012.

Thank you

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, February 01, 2012 2:50 PM
To: 'Evangelina Garcia'
Subject: FW: Certified Technical Supervisor for Hidalgo County's Alcohol Breath Test Program Services
Importance: High

Vangie:
Do we have an affidavit from Ms. Peralez?
Marty

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, February 01, 2012 1:12 PM
To: 'Martha Salazar'
Subject: RE: Certified Technical Supervisor for Hidalgo County's Alcohol Breath Test Program Services

The only item missing is the works compensation affidavit.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, February 01, 2012 12:35 PM
To: scrain@atlashall.com
Cc: 'Evangelina Garcia'
Subject: FW: Certified Technical Supervisor for Hidalgo County's Alcohol Breath Test Program Services
Importance: High

Mr. Crain:
Hope this time we got right.
Marty

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Wednesday, February 01, 2012 11:59 AM
To: 'Martha Salazar'
Subject: Certified Technical Supervisor for Hidalgo County's Alcohol Breath Test Program Services

Marty:
Here's the contract for legal's review and comments as to form with the revised insurance document.

Thank you

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

AI-31006 **20. A. 5.**

CC REGULAR

Meeting Date: 02/21/2012

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance of the recommendation by Joe Pena (evaluator) of responses received as "qualified" for award for "Title Report Services- Pool" and approval of contracts with Valley Land Title and So. Texas Land Investigations, on an "As Needed Basis".

BACKGROUND

Approved as to form by Legal Counsel

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** see below

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

BUDGETARY IMPACT:

Services will be on an as needed basis.
See attached exp report for possible funding sources and availability of funds.

Attachments

C-12-013-So. Tx. Land-Contract
C-12-013A-Valley Land-Contract
Memo Approval-Logs
Legals Approval-So. Tx Land
Legals Approval-Valley Land
exp report

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	02/09/2012 05:09 PM
Budget & Management	Merlen P. Munoz	02/10/2012 07:59 AM
Rosalinda Cantu	Rosie Cantu	02/10/2012 10:13 AM
Auditor's Office	Angela Garcia	02/17/2012 03:50 PM

Form Started By: Gricelda Villarreal Started On: 02/08/2012

Final Approval Date: 02/17/2012

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES CONTRACT

C-12-013-02-21

THIS AGREEMENT is made effective the 21st day of **February , 2012**, by and between the **County of Hidalgo, Texas** ("County") and **Jorge A. Lopez, (D/B/A) South Texas Land Investigations.** ("Title Agent/Examiner").

W I T N ESSETH:

WHEREAS, the County requires services for: **Title Report Services in connection to the Acquisition of Land and Disposition of County owned Property** located within **Hidalgo County** and;

WHEREAS, the County of Hidalgo solicited Request for Proposals (RFP) for the development and establishment of a yearly pool for "Title Report Services", and

WHEREAS, from which "Title Report Services firm(s)/vendor" has been selected from the "Pool" of pre-qualified Title Report Services from response to the Request for Proposals (RFP), and

WHEREAS, County has determined that the services of "Title Reports" are sometimes necessary to carry out the required report activities; and

WHEREAS, the County has selected the Title Agent/Examiner to provide title report services within the County of Hidalgo, Texas through its procured approved pool of Title Report Services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Title Agent/Examiner do mutually agree as follows:

1. **Scope of Services.** Title Agent/Examiner agrees to provide to County the services shown in Exhibit "A" attached hereto and entitled "Services to be Provided by the Title Agent/Examiner". Title Agent/Examiner selected is to have adequate experience and a workload free

from constraints to complete Title Reports within three (3) business days per parcel. **The Title Agent/Examiner will not begin work or incur costs until authorization of a Purchase Order (PO) in writing by the County for each work order.**

Further, in the event that it is demonstrated by Title Agent/Examiner that Hidalgo County has caused or delayed thus preventing the Title Agent/Examiner from meeting the specified agreed upon deadline to provided the title report(s) ordered, Title Examiner/Agent must advise in written notice to the Purchasing Department or requesting department(s) to authorize and to secure additional time to comply.

2. Term. This Contract commences on February 24, 2012 and ending February 23, 2014 with the County's sole option to extend for an additional one (1) year extension based on prior year's performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "grace period" at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged.

3. Compensation. As consideration for rendering the Services provided for in this Contract, the County agrees to pay the Title Agent/Examiner the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Title Examiner/Agent. The Title Agent/Examiner 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. Title Agent/Examiner agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures. All payments to Title Agent/Examiner shall be mailed to the address shown in numbered paragraph 20, hereof.

4. **Progress.** Upon acceptance of a work order, the Title Agent/Examiner shall undertake and complete the authorized work. The County or the Title Agent/Examiner can request conferences to be provided at the Title Agent/Examiner's office, the office of the County or at other agreed upon locations.

5. **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 Title Agent/Examiner, or a subcontractor, the Title Agent/Examiner 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.

6. **Amendments.** If it becomes necessary at any time during the contract period to change the scope of work, the contract period, the maximum amount payable, the complexity, or the character of this contract, an amendment must be prepared and executed within the contract period. The County retains the right to reject any such amendment proposed by the Title Agent/Examiner unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the contract period as specified.

If the County finds it necessary to require changes in completed work because of errors made by the Title Agent/Examiner, the County shall require the Title Agent/Examiner to correct the work at no cost to the County and without amendment to the contract. If the changes are made at the request of the County and are not due to errors of the Title Agent/Examiner, the County will reimburse the Title Agent/Examiner 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.

7. **Reporting**. The Title Agent/Examiner shall promptly advise the County in writing of events which have a significant impact upon the contract, including:

7.1. 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.

7.2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

8. **Ownership of Documents**. Upon completion or termination of this contract, all documents prepared by the Title Agent/Examiner or furnished to the Title Agent/Examiner by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, upon request, to the County without restriction or limitation on their further use. The Title Agent/Examiner may, at its own expense, have copies made of the documents or any other data furnished the County under this contract.

9. **Independent Contractor.** Title Agent/Examiner 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 Title Agent/Examiner under this Contract. Notwithstanding the foregoing sentence, Title Agent/Examiner 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. Title Agent/Examiner agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

10. Voluntary Termination. Title Agent/Examiner and County agree that 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 the thirty (30) days prior written notice to the other party.

11. Insurance. Title Agent/Examiner agrees to provide liability insurance covering its activities if providing the services on County premises 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.

12. No Assignment. Except as otherwise herein provided, Title Agent/Examiner, may not assign the obligations or rights under this contract to any person without the prior written consent of County.

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

14. Termination by County. If Title Agent/Examiner fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Title Agent/Examiner fails to comply with any conditions in this Contract, then County shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Title Agent/Examiner.

15. No Waiver. No waiver by County of any breach of any provision of this Contract shall

be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

16. **Entire Agreement**. This Contract contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Title Agent/Examiner, and not otherwise.

17. **Venue.** This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

18. **Hold Harmless**. In the event Title Agent/Examiner 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, Title Agent/Examiner 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 Title Agent/Examiner's intentional actions or negligence. This indemnification clause shall survive this Contract and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

19. **Attorney's Fees**. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Contract, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

20. **Notices**. Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall

either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County:	County of Hidalgo Attention: County Judge 1615 So. Closner, Ste., J Edinburg, Texas 78539
If to Title Agent/Examiner:	Jorge A. Lopez, d/b/a: South Texas Land Investigations 3111 W. Freddy Gonzalez Edinburg, Texas 78539

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

21. **Execution of Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.

.

22. **Binding Contract.** This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this contract.

23. **Gender.** All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

24. **Authority.** The execution and performance of this Contract by County and Title

Agent/Examiner have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of County and Title Agent/Examiner in accordance with its terms.

25. 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 County under this Agreement, County may terminate this Agreement upon ten (10) days written notice to Contractor. County agrees, however, to use reasonable efforts to secure funds necessary for the continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann.§ 271.903 (Vernon Supp. 1995).

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS COURT on: _____, 2012.

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

By:_____
Stephen L. Crain

COUNTY OF HIDALGO, TEXAS

By:_____
Ramon Garcia, County Judge

TITLE AGENT/EXAMINER:

NAME: South Texas Land Investigations
By: _____

Printed Name:_____

Title:_____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

EXHIBIT "A"

Services to be provided by Title Agent/Examiner

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY

REQUEST FOR PROPOSAL

TITLE REPORT SERVICES-"(POOL)"
(Including all Funding Sources, Programs and Entities)

RFP NO: 2012-013-01-11-MEG

REQUEST FOR PROPOSAL
"TITLE REPORT SERVICES" (POOL)
RFP NO: 2012-013-01-11-MEG

Overview:
The County of Hidalgo is seeking to engage services from firm(s) or vendor to provide "Title Report Services" on an "AS NEEDED BASIS". The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of **"POOL"-TITLE REPORT SERVICES"** as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, JANUARY 11, 2012. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:
RFP Number: 2012-013-01-11-MEG

US Postal Mail Address:	Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

The Submittal Envelope Must Show The RFP Number, Name And Opening Date.

The following outlines the Request for Proposals:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:	**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Tuesday, **JANUARY 03, 2012.** at 5:00 P.M. at (956) 292-7612 or e-mail to elena.gomez@co.hidalgo.tx.us . Responses will be sent to all applicants via facsimile by Friday, **JANUARY 06, 2012. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**.

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be

considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:

Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or in directly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:

Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:

It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:

Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink**.

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

DURATION OF CONTRACT: The initial term of the contract shall be for **Two *Year***, with the County's option for additional ***One Year*** extension based on prior year's performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "Grace Period" at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged. Additional requirements to be included in the contract, stated under **Scope of Services** in ***Exhibit "A"***.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications **(if applicable)**.

SECTION II - RFP REQUIREMENTS

REQUEST FOR PROPOSALS:
The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

PROPOSER'S QUALIFICATIONS:
Hidalgo County is soliciting to contract with a proposer who is qualified, licensed and certified. The proposer will directly perform the required services are required to have any and all applicable licenses, permits, credentials, qualifications to perform necessary services. Must submit any and all applicable licenses, permits, credentials, qualifications with RFP. Photostat copies are acceptable

PERSONNEL AND STAFFING:
The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the proposer's credentials, education and experience with other entities is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:
This section will contain ***any/all*** licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as qualified.

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

SCOPE OF SERVICES

The County of Hidalgo is accepting Proposals from interested firms with the experience in providing "Title Report Services". The purpose of soliciting Proposals (RFP) is to develop a "pool" of pre qualified firms or vendors from which evaluated, ranked and negotiated engagements of Indefinite Delivery Indefinite Quantity (IDIQ) contracts will be executed for "Title Report Services".

I. FIRM QUALIFICATIONS

A. The firm or vendor selected is to have adequate experience and a workload free from constraints to complete Title Reports within three (3) business days per parcel.

B. The provider should have experience with: (1) State (i.e. Tx DOT), County and other governmental entities as well as private sector firms; and/or (2) Education and/or life experience equivalent in rendering such services.

C. Hidalgo County intends to negotiate and issue one or more Indefinite Delivery Indefinite Quantity Contracts (IDIQ).

D. All information and/or data contained within the completed "Title Report" must be obtained from a Title/Abstract office.

II. SCOPE OF SERVICES
Information to be included in each title report:

1. Name and address of owner of property with information on title vesting;
2. Lien holder with recording information;
3. Legal description of property;
4. Easement affecting property both specifically for the lot arid general covering entire subdivision;
5. Show any Federal *and/or* State Tax Liens
6. Provide copies of Deed, Liens, and Easements.
7. Provide copy of maps where information was retrieved (Highlighted & Specified)

III. RFP Requirements

Each proposal must address, but may not be limited to, the following issues:

1. Firm Name
2. Name, position, phone and fax number of Point of Contact (POC).
3. Name of Principal/Owner and number of years in business.
4. State name of Title Company from whose records information will be obtained.
5. List three governmental projects with names, addresses and phone numbers of representatives who can be contacted for references.
6. Detail how your firm/company has the capability to deliver the services required on a timely basis.

IV. Evaluation Criteria

The following criteria will generally be used to evaluate Statements of Qualifications:

1. Capability to perform all the services required for the noted projects in a timely manner, namely to meet schedules and deadlines of a maximum of three (3) business (working) days per parcel.
2. Recent experience and familiarity with Hidalgo County and the Texas Department of Transportation requirements and procedures;
3. List of recent projects.
4. Professional integrity and competence.
5. Professional background.
6. Current workload.
7. Thoroughness of information provided.

V. Request for Services & Evaluation Process

A department requiring Title Report Services will review, evaluate & rank at least three Statements of Qualifications utilizing the evaluation criteria noted below.

Based on the committee's review and evaluation, a minimum of three (3) firms will be ranked for further consideration and may be required to submit supplemental information.

Negotiations will take place with the potential firms in the order of their ranked evaluation, for subsequent negotiations of fees & services with one or more firms on a rotational basis for the Indefinite Delivery Indefinite Quantity (IDIQ) Contract.

VI. Involuntary Termination: The approval of a vendor as prequalified to perform work for the County under this RFP shall be deemed to be terminated and the vendor removed from the qualified vendor list upon the occurrence of any of the following:

A. The death of the vendor, if an individual, or the primary professional member, if a firm or entity;
B. The suspension, revocation or cancellation of the vendor's right to practice his profession in the State of Texas;
C. The imposition of any restriction or limitations by any Governmental authority having jurisdiction over the vendor to such an extent that the vendor cannot engage in the professional practice for which vendor is pre-qualified;

D. The failure of the vendor to faithfully and diligently perform the usual and customary duties assigned or contracted to it from time to time;
E. The failure or refusal of the vendor to comply with the reasonable policies, standards and regulations of Hidalgo County which may from time to time be established; provided, however, that such policies, standards and regulations are not contrary to any law or regulatory directive; or
F. The conduct of the vendor in any unprofessional, unethical, or fraudulent manner; a finding of unprofessional or unethical conduct by any board, institution, organization or professional society having any privilege or right to pass upon the conduct of the vendor, or conduct of the vendor which discredits Hidalgo County.
G. A vendor submitting a deliverable product, i.e. title report, that results in delay or interruption of the acquisition process including the incurring of additional expense by the County will be grounds for termination of vendor's participation in the "Pool".

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer(s) is to provide a proposed fee on proposal page based on the scope of services/work requested.

RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, JANUARY 11, 2012.**

RFP SUBMITTED TO: An original and seven (7) copies of RFPs should be submitted to:

US Postal Mail Address:	**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

SECTION III – SELECTION/EVALUATION/RANKING

A. SELECTION/EVALUATION/RANKING PROCESS:

The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest fees, but shall take into consideration other factors, including past experience, evidence of good organization background, references, ability to provide requested services, and any other factors found necessary for quality services including a presentation of the proposed system. Hidalgo County will evaluate the proposal utilizing the evaluation criteria outlined in Exhibit "B" attached herein. Thereafter, Hidalgo County Commissioners Court will rank and/or award this proposal.

Proposals will be graded on a 100-point system with emphasis on ability to service Hidalgo County including, but not be limited to, the items listed below:

1. Responsiveness: Total Points Possible: **30 points**

a.	Thoroughness of Requested Information	(10 Points)
b.	Understanding of Project	(10 Points)
c.	List of References provided	(10 Points)

2. Firm Capabilities: Total Points Possible: **40 points**

a.	Quality and Accuracy of work performed	(10 points)
b.	Experience with similar projects	(10 points)
c.	Capability to meet schedules and deadlines	(10 points)
d.	Current workload and ability to commence various requested projects simultaneously	(10 points)

3. Cost Fees In considering the proposals, the Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous, including but not limited to price per parcel and/or services price per day/hour.

30 points

Total 100 Points

B. RANKING OF PROPOSALS:

Hidalgo County will evaluate and score the RFP responses. After the RFPs have been evaluated and scored, Hidalgo County will make a recommendation to Hidalgo County Commissioners Court for approval of rank and/or award of proposal.

C. NEGOTIATION PROCESS:

Compliance with all requirements, the most cost productive, efficient and effective plan will be considered. Emphasis will be placed on capability to perform within the program as well as meeting the needs of Hidalgo County. Accuracy and completeness are essential. If negotiations proved unsuccessful, the next highest ranked proposer will be contacted. Hidalgo County reserves the right to reject any and all RFPs.

EXHIBIT "B"

Proposal/Fee Schedule

SOUTH TEXAS LAND INVESTIGATIONS
3111 WEST FREDDY GONZALEZ DRIVE
EDINBURG, TEXAS 78539
PHONE (956) 383-4951
FAX (956) 383-5443
stxland.lopez@gmail.com

PROPOSAL

January 26, 2012

HIDALGO COUNTY PURCHASING DEPT.
2812 S. Bus. Highway 281
Edinburg, Texas 78539

Attn.: ***Ms. Elena Gomez,*** **Buyer II**

In connection with **REP NO: 2012-013-01-11-MEG TITLE REPORT SERVICES (POOL), SOUTH TEXAS LAND INVESTIGATIONS** proposes to conduct **Title Searches** and prepare **Title Reports** covering tracts of land in **HIDALGO COUNTY, TEXAS**, based on the **SCOPE OF SERVICES** required by **THE COUNTY OF HIDALGO** in the **RFP** packet.

SOUTH TEXAS LAND INVESTIGATIONS will provide **"Title Reports"** based on information obtained from the plant at **EDWARDS ABSTRACT AND TITLE COMPANY, for a fee of $450.00 per Title Report.**

Fees for **Updated Title Report is $350.00** each.

Should you need any additional information, please do not hesitate to call me at your earliest convenience.

SOUTH TEXAS LAND INVESTIGATIONS

JORGE A. LOPEZ/ TITLE EXAMINER

SOUTH TEXAS LAND INVESTIGATIONS

3111 WEST FREDDY GONZALEZ DRIVE

EDINBURG, TEXAS 78539

PHONE (956) 383-4951

FAX (956) 383-5443

E-MAIL: stxland.lopez@gmail.com

I. FIRM QUALIFICATIONS

A. **SOUTH TEXAS LAND INVESTIGATIONS** has adequate experience and a workload free from constraints to complete **Title Reports** within three (3) business days per parcel.

B. **SOUTH TEXAS LAND INVESTIGATIONS** has adequate experience (i.e. TxDOT), **COUNTY OF HIDALGO** and other governmental entities as well as private sector firms.

C. **SOUTH TEXAS LAND INVESTIGATIONS** is in the position to enter into and negotiate with **HIDALGO COUNTY** into an Indefinite Delivery Indefinite Quantity Contracts (ID I Q)

D. **SOUTH TEXAS LAND INVESTIGATIONS** will provide **"Title Reports"** based on information obtained from the office of **EDWARDS ABSTRACT AND TITLE COMPANY.**

II. SCOPE OF SERVICES

SOUTH TEXAS LAND INVESTIGATIONS is in the position to provide **"Title Reports"** containing: Property Description, Owner's Name, Easements and all Liens filed against persons of the same or similar names as record title holder or predecessor in title.

III. RFQ Requirements

SOUTH TEXAS LAND INVESTIGATIONS
Jorge A. López, Title Examiner, **36 years** experience in the Title Business
Phone No. (956) 383-4951
Fax No. (956) 3835443

SOUTH TEXAS LAND INVESTIGATIONS will provide **"Title Reports"** based on information obtained from **EDWARDS ABSTRACT AND TITLE COMPANY.**

REFERENCES:

Mr. José N. Peña, R-O-W Director
HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

Ms. Vona Walker, Right of Way acquisition coordinator
CITY OF McALLEN.
Additional references may be provided upon request.

EXHIBIT "C"

Insurance Certificate

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/08/2011

PRODUCER Phone: 956-383-0117 Fax: 956-383-0195
MARBURGER-HOLT INSURANCE AGENCY
1305 SOUTH CLOSNER
P O BOX 1198
EDINBURG TX 78539

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
SOUTH TEXAS LAND INVESTIGATION
C/O JORGE A LOPEZ
315 E MCINTYRE
EDINBURG TX 78541

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: HCC Specialty Insurance Co	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$
		CLAIMS MADE OCCUR				MED. EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
		POLICY PRO-JECT LOC				PRODUCTS-COMP/OP AGG.	$
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO				BODILY INJURY (Per person)	$
		ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		HIRED AUTOS					
		NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR CLAIMS MADE				AGGREGATE	$
		DEDUCTIBLE					$
		RETENTION $					$
							$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE-EA EMPLOYEE	$
						E.L. DISEASE-POLICY LIMIT	$
X		OTHER: Professional Liability Insurance	S711-11238	03/04/11	03/04/12	Occurrence	$1,000,000.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS

CERTIFICATE HOLDER

Hidalgo County
2802 S Bus Hwy 281
Edinburg TX 78539

Attention: Blanca

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 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

Jack Holt

© ACORD CORPORATION 1988

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES CONTRACT

C-12-013A-02-21

THIS AGREEMENT is made effective the 21st day of **February , 2012**, by and between the **County of Hidalgo, Texas** ("County") and **Valley Land Title Co., LTD (DBA) Valley Land Title Co.** ("Title Agent/Examiner").

W I T N ESSE T H:

WHEREAS, the County requires services for: **Title Report Services in connection to the Acquisition of Land and Disposition of County owned Property** located within **Hidalgo County** and;

WHEREAS, the County of Hidalgo solicited Request for Proposals (RFP) for the development and establishment of a yearly pool for "Title Report Services", and

WHEREAS, from which "Title Report Services firm(s)/vendor" has been selected from the "Pool" of pre-qualified Title Report Services from response to the Request for Qualifications (RFP), and

WHEREAS, County has determined that the services of "Title Reports" are sometimes necessary to carry out the required report activities; and

WHEREAS, the County has selected the Title Agent/Examiner to provide title report services within the County of Hidalgo, Texas through its procured approved pool of Title Report Services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Title Agent/Examiner do mutually agree as follows:

1. **Scope of Services.** Title Agent/Examiner agrees to provide to County the services shown in Exhibit "A" attached hereto and entitled "Services to be Provided by the Title Agent/Examiner". Title Agent/Examiner selected is to have adequate experience and a workload free

from constraints to complete Title Reports within three (3) business days per parcel. **The Title Agent/Examiner will not begin work or incur costs until authorization of a Purchase Order (PO) in writing by the County for each work order.**

Further, in the event that it is demonstrated by Title Agent/Examiner that Hidalgo County has caused or delayed thus preventing the Title Agent/Examiner from meeting the specified agreed upon deadline to provided the title report(s) ordered, Title Examiner/Agent must advise in written notice to the Purchasing Department or requesting department(s) to authorize and to secure additional time to comply.

2. Term. This Contract commences on February 24, 2012 and ending February 23, 2014 with the County's sole option to extend for an additional one (1) year based on prior year's performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "grace period" at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged.

3. Compensation. As consideration for rendering the Services provided for in this Contract, the County agrees to pay the Title Agent/Examiner the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Title Examiner/Agent. The Title Agent/Examiner 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. Title Agent/Examiner agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures. All payments to Title Agent/Examiner shall be mailed to the address shown in numbered paragraph 20, hereof.

4. **Progress.** Upon acceptance of a work order, the Title Agent/Examiner shall undertake and complete the authorized work. The County or the Title Agent/Examiner can request conferences to be provided at the Title Agent/Examiner's office, the office of the County or at other agreed upon locations.

5. **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 Title Agent/Examiner, or a subcontractor, the Title Agent/Examiner 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.

6. **Amendments.** If it becomes necessary at any time during the contract period to change the scope of work, the contract period, the maximum amount payable, the complexity, or the character of this contract, an amendment must be prepared and executed within the contract period. The County retains the right to reject any such amendment proposed by the Title Agent/Examiner unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the contract period as specified.

If the County finds it necessary to require changes in completed work because of errors made by the Title Agent/Examiner, the County shall require the Title Agent/Examiner to correct the work at no cost to the County and without amendment to the contract. If the changes are made at the request of the County and are not due to errors of the Title Agent/Examiner, the County will reimburse the Title Agent/Examiner 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.

7. **Reporting**. The Title Agent/Examiner shall promptly advise the County in writing of events which have a significant impact upon the contract, including:

7.1. 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.

7.2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

8. **Ownership of Documents**. Upon completion or termination of this contract, all documents prepared by the Title Agent/Examiner or furnished to the Title Agent/Examiner by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, upon request, to the County without restriction or limitation on their further use. The Title Agent/Examiner may, at its own expense, have copies made of the documents or any other data furnished the County under this contract.

9. **Independent Contractor.** Title Agent/Examiner 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 Title Agent/Examiner under this Contract. Notwithstanding the foregoing sentence, Title Agent/Examiner 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. Title Agent/Examiner agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

10. Voluntary Termination. Title Agent/Examiner and County agree that 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 the thirty (30) days prior written notice to the other party.

11. Insurance. Title Agent/Examiner agrees to provide liability insurance covering its activities if providing the services on County premises 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.

12. No Assignment. Except as otherwise herein provided, Title Agent/Examiner, may not assign the obligations or rights under this contract to any person without the prior written consent of County.

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

14. Termination by County. If Title Agent/Examiner fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Title Agent/Examiner fails to comply with any conditions in this Contract, then County shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Title Agent/Examiner.

15. No Waiver. No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision

hereof.

16. **Entire Agreement**. This Contract contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Title Agent/Examiner, and not otherwise.

17. **Venue.** This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

18. **Hold Harmless**. In the event Title Agent/Examiner 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, Title Agent/Examiner 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 Title Agent/Examiner's intentional actions or negligence. This indemnification clause shall survive this Contract and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

19. **Attorney's Fees**. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Contract, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

20. **Notices**. Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail,

return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County:	County of Hidalgo Attention: County Judge 1615 So. Closner, Ste., J. Edinburg, Texas 78539
If to Title Agent/Examiner:	Valley Land Title Co.,LTD D/B/A Valley Land Title Co. Attn: Paul R. Rodriguez, CEO 612 Nolana, Ste. 570 Water Tower Center McAllen, Texas 78504

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

21. **Execution of Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.

. 22. **Binding Contract.** This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this contract.

23. **Gender.** All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

24. **Authority.** The execution and performance of this Contract by County and Title Agent/Examiner have been duly authorized by all necessary laws, resolutions or corporate action, and

this Contract constitutes the valid and enforceable obligations of County and Title Agent/Examiner in accordance with its terms.

25. 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 County under this Agreement, County may terminate this Agreement upon ten (10) days written notice to Contractor. County agrees, however, to use reasonable efforts to secure funds necessary for the continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann.§ 271.903 (Vernon Supp. 1995).

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS COURT on: _____, 2012.

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

By:_____
Stephen L. Crain

COUNTY OF HIDALGO, TEXAS

By:_____
Ramon Garcia, County Judge

TITLE AGENT/EXAMINER:

NAME: _____

By: _____

Printed Name:_____

Title:_____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

EXHIBIT "A"

Services to be provided by Title Agent/Examiner

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY

REQUEST FOR PROPOSAL

TITLE REPORT SERVICES-"(POOL)"
(Including all Funding Sources, Programs and Entities)

RFP NO: 2012-013-01-11-MEG

REQUEST FOR PROPOSAL
"TITLE REPORT SERVICES" (POOL)
RFP NO: 2012-013-01-11-MEG

Overview:
The County of Hidalgo is seeking to engage services from firm(s) or vendor to provide "Title Report Services" on an "AS NEEDED BASIS". The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of **"POOL"-TITLE REPORT SERVICES"** as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, JANUARY 11, 2012. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:
RFP Number: 2012-013-01-11-MEG

US Postal Mail Address:	Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

The Submittal Envelope Must Show The RFP Number, Name And Opening Date.

The following outlines the Request for Proposals:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:	**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Tuesday, **JANUARY 03, 2012.** at 5:00 P.M. at (956) 292-7612 or e-mail to elena.gomez@co.hidalgo.tx.us . Responses will be sent to all applicants via facsimile by Friday, **JANUARY 06, 2012. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**.

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be

considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:

Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or in directly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:

Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:

It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:

Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink**.

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

DURATION OF CONTRACT: The initial term of the contract shall be for **Two *Year***, with the County's option for additional ***One Year*** extension based on prior year's performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "Grace Period" at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged. Additional requirements to be included in the contract, stated under **Scope of Services** in ***Exhibit "A"***.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications **(if applicable)**.

SECTION II - RFP REQUIREMENTS

REQUEST FOR PROPOSALS:
The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

PROPOSER'S QUALIFICATIONS:
Hidalgo County is soliciting to contract with a proposer who is qualified, licensed and certified. The proposer will directly perform the required services are required to have any and all applicable licenses, permits, credentials, qualifications to perform necessary services. Must submit any and all applicable licenses, permits, credentials, qualifications with RFP. Photostat copies are acceptable

PERSONNEL AND STAFFING:
The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the proposer's credentials, education and experience with other entities is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:
This section will contain ***any/all*** licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as qualified.

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

SCOPE OF SERVICES

The County of Hidalgo is accepting Proposals from interested firms with the experience in providing "Title Report Services". The purpose of soliciting Proposals (RFP) is to develop a "pool" of pre qualified firms or vendors from which evaluated, ranked and negotiated engagements of Indefinite Delivery Indefinite Quantity (IDIQ) contracts will be executed for "Title Report Services".

I. FIRM QUALIFICATIONS

A. The firm or vendor selected is to have adequate experience and a workload free from constraints to complete Title Reports within three (3) business days per parcel.

B. The provider should have experience with: (1) State (i.e. Tx DOT), County and other governmental entities as well as private sector firms; and/or (2) Education and/or life experience equivalent in rendering such services.

C. Hidalgo County intends to negotiate and issue one or more Indefinite Delivery Indefinite Quantity Contracts (IDIQ).

D. All information and/or data contained within the completed "Title Report" must be obtained from a Title/Abstract office.

II. SCOPE OF SERVICES
Information to be included in each title report:

1. Name and address of owner of property with information on title vesting;
2. Lien holder with recording information;
3. Legal description of property;
4. Easement affecting property both specifically for the lot arid general covering entire subdivision;
5. Show any Federal *and/or* State Tax Liens
6. Provide copies of Deed, Liens, and Easements.
7. Provide copy of maps where information was retrieved (Highlighted & Specified)

III. RFP Requirements

Each proposal must address, but may not be limited to, the following issues:

1. Firm Name
2. Name, position, phone and fax number of Point of Contact (POC).
3. Name of Principal/Owner and number of years in business.
4. State name of Title Company from whose records information will be obtained.
5. List three governmental projects with names, addresses and phone numbers of representatives who can be contacted for references.
6. Detail how your firm/company has the capability to deliver the services required on a timely basis.

IV. Evaluation Criteria

The following criteria will generally be used to evaluate Statements of Qualifications:

1. Capability to perform all the services required for the noted projects in a timely manner, namely to meet schedules and deadlines of a maximum of three (3) business (working) days per parcel.
2. Recent experience and familiarity with Hidalgo County and the Texas Department of Transportation requirements and procedures;
3. List of recent projects.
4. Professional integrity and competence.
5. Professional background.
6. Current workload.
7. Thoroughness of information provided.

V. Request for Services & Evaluation Process

A department requiring Title Report Services will review, evaluate & rank at least three Statements of Qualifications utilizing the evaluation criteria noted below.

Based on the committee's review and evaluation, a minimum of three (3) firms will be ranked for further consideration and may be required to submit supplemental information.

Negotiations will take place with the potential firms in the order of their ranked evaluation, for subsequent negotiations of fees & services with one or more firms on a rotational basis for the Indefinite Delivery Indefinite Quantity (IDIQ) Contract.

VI. Involuntary Termination: The approval of a vendor as prequalified to perform work for the County under this RFP shall be deemed to be terminated and the vendor removed from the qualified vendor list upon the occurrence of any of the following:

A. The death of the vendor, if an individual, or the primary professional member, if a firm or entity;
B. The suspension, revocation or cancellation of the vendor's right to practice his profession in the State of Texas;
C. The imposition of any restriction or limitations by any Governmental authority having jurisdiction over the vendor to such an extent that the vendor cannot engage in the professional practice for which vendor is pre-qualified;

D. The failure of the vendor to faithfully and diligently perform the usual and customary duties assigned or contracted to it from time to time;
E. The failure or refusal of the vendor to comply with the reasonable policies, standards and regulations of Hidalgo County which may from time to time be established; provided, however, that such policies, standards and regulations are not contrary to any law or regulatory directive; or
F. The conduct of the vendor in any unprofessional, unethical, or fraudulent manner; a finding of unprofessional or unethical conduct by any board, institution, organization or professional society having any privilege or right to pass upon the conduct of the vendor, or conduct of the vendor which discredits Hidalgo County.
G. A vendor submitting a deliverable product, i.e. title report, that results in delay or interruption of the acquisition process including the incurring of additional expense by the County will be grounds for termination of vendor's participation in the "Pool".

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer(s) is to provide a proposed fee on proposal page based on the scope of services/work requested.

RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, JANUARY 11, 2012.**

RFP SUBMITTED TO: An original and seven (7) copies of RFPs should be submitted to:

US Postal Mail Address:	**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

SECTION III – SELECTION/EVALUATION/RANKING

A. SELECTION/EVALUATION/RANKING PROCESS:

The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest fees, but shall take into consideration other factors, including past experience, evidence of good organization background, references, ability to provide requested services, and any other factors found necessary for quality services including a presentation of the proposed system. Hidalgo County will evaluate the proposal utilizing the evaluation criteria outlined in Exhibit "B" attached herein. Thereafter, Hidalgo County Commissioners Court will rank and/or award this proposal.

Proposals will be graded on a 100-point system with emphasis on ability to service Hidalgo County including, but not be limited to, the items listed below:

1. Responsiveness: Total Points Possible: **30 points**

a.	Thoroughness of Requested Information	(10 Points)
b.	Understanding of Project	(10 Points)
c.	List of References provided	(10 Points)

2. Firm Capabilities: Total Points Possible: **40 points**

a.	Quality and Accuracy of work performed	(10 points)
b.	Experience with similar projects	(10 points)
c.	Capability to meet schedules and deadlines	(10 points)
d.	Current workload and ability to commence various requested projects simultaneously	(10 points)

3. Cost Fees In considering the proposals, the Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous, including but not limited to price per parcel and/or services price per day/hour.

30 points

Total 100 Points

B. RANKING OF PROPOSALS:

Hidalgo County will evaluate and score the RFP responses. After the RFPs have been evaluated and scored, Hidalgo County will make a recommendation to Hidalgo County Commissioners Court for approval of rank and/or award of proposal.

C. NEGOTIATION PROCESS:

Compliance with all requirements, the most cost productive, efficient and effective plan will be considered. Emphasis will be placed on capability to perform within the program as well as meeting the needs of Hidalgo County. Accuracy and completeness are essential. If negotiations proved unsuccessful, the next highest ranked proposer will be contacted. Hidalgo County reserves the right to reject any and all RFPs.

EXHIBIT "B"

Proposal/Fee Schedule

Valley Land Title Co.

ORIGINAL

612 Nolana, Suite 570
McAllen, Tx 78504
(956) 383-2708
Fax (956) 217-3190
www.rodriguezp@valleylandtitleco.com

January 11, 2012

Ms. Martha L. Salazar
Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy. 281
Edinburg, Texas

Re: RFP#2012-013-01-11-MEG
"Hidalgo County -Title Report Services (Pool)"

Dear Ms. Salazar:

As the authorized point of contact for Valley Land Title Company, I am submitting the following information in response to your Request for Proposals for "Hidalgo County - Title Report Services".

UNDERSTANDING OF THE PROJECT

Our company has operated in Hidalgo County since 1919, providing real estate title insurance, title examination and escrow/closing services. The company's current owner is Mr. Alonzo Cantu who has been involved with the company since becoming a part-owner in 2003; he has been a successful builder, developer and bank director for over 25 years. I have been the company's chief executive officer since 2006 after a 30 year career as a commercial banker and am responsible for the overall operation of our company. To fulfill our core services, we rely on our plant which contains real estate recordings history dating back to the establishment of Hidalgo County.

PERSONNEL AND STAFFING

The production of Title Reports is the responsibility of our Examination Department which is headed by Mr. Mario Garza who has over 30 years of examination and abstracting experience, all of them with our company. He became manager/chief examiner of that department in 2006 and supervises five individuals that are involved in the preparation of Title Reports.

Mr. Danny Gonzalez is a 28 year veteran in the Examination Department and is our assistant chief examiner. He is responsible for the department's operations in Mr. Garza's absence.

Ms. Ida Castaneda has been an examiner/abstracter for over 20 years and has worked in the department for over 25 years.

Ms. Martha Rodriguez has been an examiner/abstracter for 4 years and has worked in the department for 7 years.

Mr. Sal Rangel has been an examiner/abstracter for 3 years and was previously in our escrow department for 2 years.

Ms. Amanda Garcia is responsible for typing/publishing Title Reports and has been performing this function for 3 of her 5 years with our company.

Despite the downturn in real estate activity in Hidalgo County during the past three years, we have maintained this staffing level in order to accommodate right-of way needs and to maintain an experienced staff that will be in place as our economy recovers.

FIRM QUALIFICATIONS

Our company has been part of the Title Company Services-Pool for Hidalgo County since September of 2006. Our primary point of contact has been with Mr. Joe Pena, Director for the Hidalgo County Right of Way Department. We have also been part of the Title Company Services Pool for Hidalgo County Drainage District No. 1 since July of 2007, where Mr. Pena is also our point of contact. In addition, since 2003 we were contracted to work with L& G Engineering 2100 W. Expressway 83, Mercedes, Texas 78570 (956)-565-9813. We provided Fernando Ramirez, Right -of-Way Acquisition Manager, with title commitment and policy services in connection with numerous Texas Department of Transportation projects that were funneled through Hidalgo County.

DELIVERY OF SERVICES

With the historical data and human resources at our disposal, we can produce a Title Report as quickly as any of our competitors in the title company business in Hidalgo County. These reports will include:

1) Name and address of owner of property with information on title vesting;
2) Lien holder with recording information;
3) Legal description of property;
4) Easement affecting property both specifically for the lot and general covering entire subdivision;
5) Show any Federal and/or State Tax liens;
6) Provide copies of Deed, Liens and Easements;
7) Provide copy of maps where information was retrieved (Highlighted & Specified).

If the property involved has a "lot and block" legal description, a Title Report will be provided within three business days. Properties that have less specific legal descriptions, known as metes and bounds, on the other hand can require more time to complete. We are willing to strive to meet the three business day goal, but reserve the right to advise you within that time frame of the need for additional time in order to complete a thorough and accurate Title Report. The cost of a Title Report will be $350.

We appreciate the opportunity to submit this Request for Proposal and the pertinent schedules and declarations that are attached. I will be happy to entertain any questions or clarifications; please see the letterhead for information on how to contact me.

Very truly yours,

Paul R. Rodriguez
Chief Executive Officer

OPENED

Witnessed

EXHIBIT "C"

Insurance Certificate

VALL-03 OP ID: EA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/25/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Shepard Walton King Ins. Group
121 W. Pecan
McAllen, TX 78501
R. Raul Cabaza, III
956-682-2841
956-630-4015

CONTACT NAME: Cris Palacios
PHONE (A/C, No, Ext): 956-682-2841 FAX (A/C, No): 956-630-4015
E-MAIL ADDRESS: cpalacios@swkins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Travelers Ins. Co.	40282
INSURER B : Allstate Insurance Co.	
INSURER C : Texas Mutual Insurance Co.	22945
INSURER D : Commerce & Industry Insurance	
INSURER E :	
INSURER F :	

INSURED
Valley Land Title Company, Ltd
@ Water Tower Centre
612 Nolana, Suite 570
McAllen, TX 78504

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			PACP8237B467TLC	01/16/12	01/16/13	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 300,000 5,000 1,000,000 2,000,000 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			048288413	01/16/12	01/16/13	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
D	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			EBU028087481	01/16/12	01/16/13	EACH OCCURRENCE AGGREGATE	$ $	1,000,000 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		SBP0001165219	01/16/12	01/16/13	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
D	Professional E&O			8221-7181	02/15/11	02/15/12	EA CLAIM AGGREGATE		1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Buildings or premises - offices/Title Company

CERTIFICATE HOLDER

HIDCOPD

County of Hidalgo
Purchasing Department
100 E Cano, 5th Floor
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
Raul Cabaza III

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Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

To: Mr. Jose Pena, Director
Hidalgo County Right of Way
Attn.: Becky Gomez

From: Elena Gomez, Buyer II
Hidalgo County Purchasing Department

Re: Specifications for:
"RFP –Title Report Services"

Date: January 12, 2012

Enclosed for your review, is the two (2) responses received for the Request for Proposals for the above-referenced project. As per my review South Texas Land Investigation is an incomplete Proposal due to lack of required forms and or certifications as requested in the RFP. After your evaluation for the two participants, please advice regarding your decision.

If you have any questions/concerns in regards to this project, please call Elena Gomez at 292-7000 Ext 4855.

APPROVE ☑ DISAPPROVE ☐ (Attach Changes)

FUNDS AVAILABILITY: ____Yes / _____ No / _____ Other (specify) _____

BUDGET ACCOUNT #: R.O.W for pcts (various accts)

AUTHORIZED SIGNATURE | Jose N. Tena (PRINTED NAME) | 1/30/12 (DATE)

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or 292-7612.

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS

IBF-RFP-RFQ-RFI

RFP Acceptance Date: **JANUARY 11, 2012** RFP Acceptance Time: **9:30 A.M.**
Department/Proposal Description: **HIDALGO COUNTY –"TITLE REPORT SERVICES-(POOL)"**
RFP NO: **2012-013-01-11-MEG**

NAME OF PROPOSER: COMPANY/FIRM & REPRESENTATIVE'S NAME	PROPOSAL REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.S
South Texas Land Investigations Jorge Lopez stxland.lopez@gmail.com	Email (IP with update information 01/05/12)	Elena Gomez	12/27/11	3111 West Freddy Gonzalez Dr Edinburg, Texas 78539 Phone 956-383-4951 Fax 956-383-5443
Juan Ortiz	Email	Elena Gomez	12/27/11	Cjortiz92@hotmail com
Land Investigations Services Joe A Ruiz countyreports@aol.com	Email	Elena Gomez	12/27/11	1412 Lark McAllen Texas 78501 (956) 467-6674
~~Greater Texas Group~~ ~~Efrain Martinez~~ wrong phone # no way on getting a hold oh him		~~Elena Gomez~~	~~12/27/11~~	~~3017 S. Sugar Rd. Ste D~~ ~~Edinburg Texas 78539~~ ~~(956) 793 7613 cell~~
Domingo Flores Jampak156@aol.com	Email	Elena Gomez	12/27/11	2516 James Ave Po box 681 Edinburg, Texas 78540 (956) 279-9595
~~Gonzalez Investigations~~ ~~gonzalezpi007@aol.com~~ does not want to participate as per email on 12/28/11	~~Email~~	~~Elena Gomez~~	~~12/27/11~~	~~1400 W. Dove~~ ~~McAllen, Texas~~ ~~956 821 5123~~
Prime Vendor Inc bids17@prime-vendor.com	Email	Elena Gomez	12/27/11	4622 Cedar Avenue, Ste 123 Wilmington, N.C. 28403-4429 P: 800 746-9554 F: 800 746-8307
Valley Land Title Co. Paul R. Rodriguez CEO rodriguezp@valleylandtitleco.com	Email	Elena Gomez	1/03/12	612 Nolana, Suite 570 McAllen, TX 78504 (956) 383-2708 (956) 217-3190 fax

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)

HIDALGO COUNTY PURCHASING DEPARTMENT
RFP ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

RFP ACCEPTANCE DATE: January 11, 2012 | **RFP OPENING TIME:** 9:30 A.M.

DESCRIPTION OF RFP: "TITLE REPORT SERVICES"

RFP NO: 2012-013-01-11-MEG

RFP	NAME OF COMPANY	ACKNOWLEDGE RECEIPT OF RESPONSES TO RFP
1.	Valley land title company (McAllen Texas)	✓ (1) orginal (7) copies
2.	South Texas Land Tiles.	✓ (1) orginal (7) copies
3.		
4.		
5.		
6.		

From: Martha Salazar
To: cris.villarreal@co.hidalgo.tx.us
Subject: FW: Revised Contracts for So. Tx. Land Investigations
Date: Thursday, February 09, 2012 4:56:21 PM

GGOOOOODDDD!

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Thursday, February 09, 2012 4:42 PM
To: 'Martha Salazar'
Subject: RE: Revised Contracts for So. Tx. Land Investigations

The contract is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, February 09, 2012 1:52 PM
To: scrain@atlashall.com
Cc: cris.villarreal@co.hidalgo.tx.us
Subject: FW: Revised Contracts for So. Tx. Land Investigations
Importance: High

Mr. Crain:
Revised document to address changes you requested. It also addresses insurance required. Please review and comment as to form.
Marty

From: Cris Villarreal [mailto:cris.villarreal@co.hidalgo.tx.us]
Sent: Thursday, February 09, 2012 1:32 PM
To: 'Martha Salazar'
Cc: 'Elena Gomez'
Subject: RE: Revised Contracts for So. Tx. Land Investigations

Ms. Marty,
I have made the changes as requested by legal and also modified wording on term of contract and insurance. Please forward to legal for final review and advise.

Thank you,

Cris

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, February 08, 2012 4:02 PM
To: cris.villarreal@co.hidalgo.tx.us
Subject: FW: Contracts for Title Report Services
Importance: High

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, February 08, 2012 3:45 PM
To: 'griselda.villarreal@co.hidalgo.tx.us'
Subject: FW: Contracts for Title Report Services
Importance: High

Read his comments.

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, February 08, 2012 3:28 PM
To: 'Martha Salazar'
Subject: RE: Contracts for Title Report Services

In paragraph 10c the word County should be substituted for Contract and there is no general liability, auto or workers compensation insurance.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, February 08, 2012 3:10 PM
To: scrain@atlashall.com
Cc: griselda.villarreal@co.hidalgo.tx.us
Subject: FW: Contracts for Title Report Services
Importance: High

Mr. Crain:
Cannot locate your response to review and comment for the project attached.
Marty

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, January 31, 2012 5:14 PM
To: 'scrain@atlashall.com'
Cc: 'cris villarreal'
Subject: FW: Contracts for Title Report Services
Importance: High

Mr. Crain:
Please review and comment as to form. You approved the original form of agreement used in procurement packet when we asked for authority to advertise back in December.
Thanks,
Marty

From: Cris Villarreal [mailto:cris.villarreal@co.hidalgo.tx.us]
Sent: Tuesday, January 31, 2012 4:48 PM
To: 'Martha Salazar'
Cc: 'Elena Gomez'
Subject: Contracts for Title Report Services

Ms. Marty,
Here is the second contract. Can you please give me status on these contracts. I had sent you an email last week for legal's review. I have attached the files, in case you did not receive it.

Thank you,
Cris

Good Morning Ms. Marty,

Attached are the two contracts for the participants regarding responses received "Title Reports Services" pool. I have included the RFP which includes the requirements "Exhibit A". I was told by Mr. Pena that these companies do not come to our premises to do the work and therefore we should not require automobile or general liability insurance. Please forward to legal for his review and advise if we need to specify on the contract regarding insurance.

Thank you,

Cris Ayala
Gricelda (Cris) Ayala, Buyer III
Hidalgo County Purchasing Department
Ph: 956-318-2626
Fax: 956-292-7612
email: cris.villarreal@co.hidalgo.tx.us

From: Martha Salazar
To: cris.villarreal@co.hidalgo.tx.us
Subject: FW: Revised Contracts for Valley Land Title
Date: Thursday, February 09, 2012 4:56:22 PM

DDIIIIIIIITTTTTOOOOO!

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Thursday, February 09, 2012 4:39 PM
To: 'Martha Salazar'
Subject: RE: Revised Contracts for Valley Land Title

The contract is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, February 09, 2012 1:53 PM
To: scrain@atlashall.com
Cc: cris.villarreal@co.hidalgo.tx.us
Subject: FW: Revised Contracts for Valley Land Title
Importance: High

Mr. Crain:
Changes requested done. Please review and comment as to form.
Marty
PS Please recall that vendor does not need to come to our premises to render the services.

From: Cris Villarreal [mailto:cris.villarreal@co.hidalgo.tx.us]
Sent: Thursday, February 09, 2012 1:26 PM
To: 'Martha Salazar'
Cc: 'Elena Gomez'
Subject: RE: Revised Contracts for Valley Land Title

Ms. Marty,
I have made the changes as requested by legal and also modified wording on term of contract and insurance. Please forward to legal for final review and advise.

Thank you,

Cris

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, February 08, 2012 4:02 PM
To: cris.villarreal@co.hidalgo.tx.us
Subject: FW: Contracts for Title Report Services
Importance: High

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Subject: FW: Contracts for Title Report Services
Importance: High

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Sent: Wednesday, February 08, 2012 3:10 PM
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Importance: High

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Subject: FW: Contracts for Title Report Services
Importance: High

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Please review and comment as to form. You approved the original form of agreement used in procurement packet when we asked for authority to advertise back in December.
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Thank you,

Cris Ayala
Gricelda (Cris) Ayala, Buyer III
Hidalgo County Purchasing Department
Ph: 956-318-2626
Fax: 956-292-7612
email: cris.villarreal@co.hidalgo.tx.us

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
2-1100-421-53-123-041-0-339	RURAL AMBULANCE-OTHER PROF SRV	26,378.99	.00	.00	.00	26,378.99	.00
2-1100-452-00-122-008-0-339	PCT2 PARKS-OTHER PROF SRV	1,107.50	.00	.00	.00	1,107.50	.00
2-1100-452-00-122-008-0-711	PCT2 PARKS-ROW	17,719.97	.00	.00	.00	17,719.97	.00
2-1200-431-00-121-005-0-339	PCT1 RD MAINT-OTHER PROF SRV	4,950.00	.00	32.00	32.00	4,918.00	.65
2-1200-431-00-121-005-0-711	PCT1 RD MAINT-ROW	50.00	.00	28.00	28.00	22.00	56.00
2-1200-431-00-122-006-0-339	PCT2 RD MAINT-OTHER PROF SRV	44.90	.00	.00	.00	44.90	.00
2-1200-431-00-122-006-0-711	PCT2 RD MAINT-ROW	6,360.30	.00	.00	.00	6,360.30	.00
2-1200-431-00-122-026-0-711	PCT2 OWASSA RD(JACKSON-R.LONGORIA)-ROW	17,933.35	.00	.00	.00	17,933.35	.00
2-1200-431-00-122-027-0-711	PCT2 TOWER RD(MOORE-BALLI)-ROW	7,523.05	.00	.00	.00	7,523.05	.00
2-1312-431-00-122-767-1-339	VAL BAR ESTATES-OTHER PROF SRV	.00	5,228.25	.00	.00	-5,228.25	.00
2-1312-431-00-123-014-1-339	ACEVEDO S/D #4-OTHER PROF SRV	.00	12,431.00	.00	.00	-12,431.00	.00
2-1312-431-00-123-312-1-339	HAVANA S/D-OTHER PROF SRV	.00	6,547.27	.00	.00	-6,547.27	.00
2-1312-431-00-123-385-1-339	LA HOMA RD S S/D-OTHER PROF SRV	.00	6,671.04	.00	.00	-6,671.04	.00
2-1312-431-00-123-488-0-339	MUNOZ ESTATES-OTHER PROF SRV	.00	13,204.60	.00	.00	-13,204.60	.00

AI-30934 **20. A. 6.**

CC REGULAR

Meeting Date: 02/21/2012

Department Head: Martha L. Salazar

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval to declare as surplus numerous items and vehicles (County Owned and/or Seized) for the
purpose of disposition through auction as set forth through Texas Local Gov't Code 263. I 52.(a)(I) and as further
detailed on the Exhibit attached hereto.

BACKGROUND

Auction will take place on Saturday 2/18/2012 at Abrego's Trucking Service.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-415-18-160-001-0-540

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

BUDGETARY IMPACT:

Expenses that are County's responsibility include: advertising costs (paid by County) and fee for auctioneer deducted from gross auction sales.
Funds available for advertising in req#669296 as of 02-10-12.

Attachments

Agenda Add-on

Local Gov't Code

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	02/08/2012 01:39 PM
Budget & Management	Merlen P. Munoz	02/08/2012 01:45 PM
Rosalinda Cantu	Rosie Cantu	02/10/2012 08:53 AM
Auditor's Office	Angela Garcia	02/17/2012 03:50 PM

Form Started By: Lisa Vela Started On: 02/03/2012 02:52 PM

Final Approval Date: 02/17/2012

HIDALGO COUNTY, TEXAS 2/2/2012
PURCHASING DEPARTMENT
FIXED ASSET DIVISION
AUCTION LIST FOR 2-18-2012 **ADD-ONS**

Asset No	Asset Description
DA2-17	1998-Thor Fifth Wheel RV
DA2-18	1997 Ford F-350 Truck
DA2-19	Monitor- HP Model L1940T
DA2-20	2006 Ford F150 P/U
46233	Refrigerator - True
28200	Credenza- Grey
26965	Desk- Brown
HIDTA-21	6- Quick up shade Canopies
HIDTA-22	1-Weelander Canopy
HIDTA-23	1-Ez Up org Shade Canopy
HIDTA-24	1-Magellan Badland canopy
HIDTA-25	1- Rawlings sport training set
HIDTA-26	3- River run floating tube
HIDTA-27	1- Fishing tackle Box
HIDTA-28	1-Everlast Sauna suite
HIDTA-29	1-Under Armor Sunglasses
HIDTA-30	1-Coleman cooking Stove
HIDTA-31	1-Maul Tree Feeder
HIDTA-32	2-Sturns Life Vest
HIDTA-33	1-Marce Upright exervise bike
HIDTA-34	2-Magellan Waders
HIDTA-35	1-Colemman Airbed
HIDTA-36	1-Ski Mirror
HIDTA-37	1-Coleman aire Pump
HIDTA-38	1-Everlast Basketball Hanger
HIDTA-39	1-Spalding Basketball Bracket
HIDTA-40	1-Penn Reel
HIDTA-41	1-Rubber swimming pool
53373	Whirlpool Refrigerator

fair market lease value of the property and air rights being leased.

(c) The parties to the lease mutually shall determine the other conditions of the lease.

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

§ 263.106. Sale

(a) The commissioners court of a county may sell land owned by the county and the air rights above the land to an individual or a private corporation or association if:

(1) all existing revenue bond obligations encumbering the land have been fully discharged as to bondholders;

(2) a hotel has been built on the land in conjunction with an existing convention center and the hotel has been operated continuously for at least five years from its inception;

(3) the parties to an existing lease of land mutually agree to the sale of the land and the air rights; and

(4) the county receives an amount for the land and air rights that is fair under the market conditions existing at the time of the sale.

(b) The commissioners court may impose deed restrictions or reverters to preserve the use of the land for a purpose consistent with the construction, expansion, ownership, and operation of a hotel and related facilities in conjunction with a convention center.

(c) A sale of land under this subchapter may include land appurtenant to the land on which the hotel or related facilities have been built.

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

§ 263.107. Expenditure of Tax Funds

In an agreement authorized by this subchapter, the commissioners court of a county may spend tax funds consistent with state law but must limit each commitment or expenditure of tax funds associated with the agreement to an amount available from current revenues of the county.

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

[Sections 263.108 to 263.150 reserved for expansion]

SUBCHAPTER D. DISPOSITION OF SALVAGE OR SURPLUS PROPERTY

§ 263.151. Definitions

In this subchapter:

(1) "Salvage property" means personal property, other than items routinely discarded as waste, that because of use, time, accident, or any other cause is so worn, damaged, or obsolete that it has no value for the purpose for which it was originally intended.

(2) "Surplus property" means personal property that:

(A) is not salvage property or items routinely discarded as waste;

(B) is not currently needed by its owner;

(C) is not required for the owner's foreseeable needs; and

(D) possesses some usefulness for the purpose for which it was intended.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 61(b), eff. Aug. 28, 1989.

§ 263.152. Disposition

(a) The commissioners court of a county may:

(1) periodically sell the county's surplus or salvage property by competitive bid or auction, except that competitive bidding or an auction is not necessary if the purchaser is another county or a political subdivision within the county that is selling the surplus or salvage property;

(2) offer the property as a trade-in for new property of the same general type if the commissioners court considers that action to be in the best interests of the county;

(3) order any of the property to be destroyed or otherwise disposed of as worthless if the commissioners court undertakes to sell that property under Subdivision (1) and is unable to do so because no bids are made; or

(4) dispose of the property by donating it to a civic or charitable organization located in the county if the commissioners court determines that:

(A) undertaking to sell the property under Subdivision (1) would likely result in no bids or a bid price that is less than the county's expenses required for the bid process;

(B) the donation serves a public purpose; and

(C) the organization will provide the county with adequate consideration, such as relieving the county of transportation or disposal expenses related to the property.

(b) If the property is earth-moving, material-handling, road maintenance, or construction equipment, the commissioners court may exercise a repurchase

option in a contract in disposing of property under Subsection (a)(1) or (a)(2). The repurchase price of equipment contained in a previously accepted purchase contract is considered a bid under Subsection (a)(1) or (a)(2).

(c) Repealed by Acts 2003, 78th Leg., ch. 43, § 2; Acts 2003, 78th Leg., ch. 345, § 3.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 61(b), eff. Aug. 28, 1989; Acts 1991, 72nd Leg., ch. 416, § 3, eff. Sept. 1, 1991; Acts 1993, 73rd Leg., ch. 237, § 1, eff. Aug. 30, 1993; Acts 1995, 74th Leg., ch. 746, § 5, eff. Aug. 28, 1995; Acts 1999, 76th Leg., ch. 254, § 1, eff. May 28, 1999; Acts 2003, 78th Leg., ch. 43, §§ 1, 2, eff. May 15, 2003; Acts 2003, 78th Leg., ch. 345, §§ 1, 3, eff. June 18, 2003.

§ 263.153. Notice

(a) The commissioners court shall publish notice of a sale of surplus or salvage property in at least one newspaper of general circulation in the county.

(b) The notice must be published on or after the 30th day but before the 10th day before the date of the sale.

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

§ 263.154. Rejection of Offer

The commissioners court or its designated representative conducting the sale may reject any offer to purchase surplus or salvage property if the court or representative finds the rejection to be in the best interests of the county.

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

§ 263.155. Record

(a) The commissioners court shall keep a record of each item of surplus or salvage property sold and the sale price of each item.

(b) The commissioners court shall keep, for one year, a record of each item of surplus or salvage property destroyed or otherwise disposed of.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 61(c), eff. Aug. 28, 1989.

§ 263.156. Proceeds

Unless otherwise provided by law, the commissioners court shall deposit the proceeds from the sale of surplus or salvage property:

(1) in the county treasury to the credit of the general fund or the fund from which the property was purchased; or

(2) if the property was used for maintenance or construction of county roads and bridges, in the county treasury to the credit of the county road and bridge fund.

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

§ 263.157. Title

If a purchaser of surplus or salvage property at a sale held in accordance with this subchapter complies in good faith with the conditions of the sale and the applicable rules of the commissioners court, the purchaser obtains good title to the property.

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

§ 263.158. Rules

The commissioners court may adopt rules necessary to administer this subchapter.

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

[Sections 263.159 to 263.200 reserved for expansion]

SUBCHAPTER E. CONVEYANCE OF REAL PROPERTY FROM COUNTY TO UNITED STATES

§ 263.201. Acquisition and Conveyance of Land for Water Projects

(a) If a county that has a part of its boundary coincident with a part of the international boundary between the United States and Mexico, or that is contiguous to such a county, has made an agreement with the United States to acquire and, on request, convey to the United States, with or without monetary consideration, land or an interest in land desired by the United States to enable the United States or an establishment of the United States to carry out an act of the United States Congress in aid of navigation, irrigation, flood control, or improvement of water courses and to accomplish a purpose specified by Section 2204.101, Government Code, the commissioners court of the county may:

(1) on request by the United States through its proper officer for the conveyance of land, or an interest in land, that is necessary for the construction, operation, or maintenance of the water project, acquire the land or interest in land by gift or purchase or by condemnation in accordance with Chapter 21, Property Code, for ultimate conveyance to the United States; and

AI-31019 **20. A. 7.**

CC REGULAR

Meeting Date: 02/21/2012

Department Head: Commissioner Palacios

Department: COMM. PCT. #2

Information

CAPTION

Requesting approval of Work Authorization No. 1 through current contract with R. Gutierrez Engineering (C-11-310-11-24) with an estimated cost of $5,000 for professional services (Construction Admin & Staking) associated with the McColl Road II Off-Site Drain Project along Thomas Road.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-122-047-0-733

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

BUDGETARY IMPACT:

* Req. #211114

** Transfer AI-31033

Attachments

WA #1

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	02/14/2012 03:23 PM
Budget & Management	Merlen P. Munoz	02/14/2012 04:19 PM
Roland Garcia	Rolando Garcia	02/16/2012 10:27 AM
Auditor's Office	Angela Garcia	02/17/2012 03:50 PM

Form Started By: Yolanda Cisneros Started On: 02/09/2012 01:48 PM

Final Approval Date: 02/17/2012

HIDALGO COUNTY
Professional Engineering Services
Contract # C-11-310-01-24
Work Authorization Form

Work Authorization No. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1 of the Agreement made by and between the **HIDALGO COUNTY**, acting herein by and through Commissioner's Court, hereinafter called the "**Owner**," and, **R. GUTIERREZ ENGINEERING CORPORATION**, professional engineers of Pharr, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the **Engineer** to provide professional construction management services and construction staking services for the construction of the McColl Road II Off-Site Drain along Thomas Road project. A portion of this project is being constructed by County forces.

The scope of services to be provided by the **Owner** is identified in **Attachment A – Services to be Provided by the Owner** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **Attachment B – Services to be Provided by the Engineer** attached hereto.

PART 2. ESTIMATED COST
The estimated cost for services under this Work Authorization is not to exceed **$5,000.00.** A detailed breakdown of the amount to be paid is more particularly described 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 shall be funded through funding source:

Account No. 2-1200-431-00-122-047-0-733

Requisition No. 211114 (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 _____, 2012.

ENGINEER:

R. Gutierrez Engineering Corporation

By: _____
Name: Ramiro Gutierrez, P.E.
Title: President

OWNER:

COUNTY OF HIDALGO

By: _____
Name: Hector "Tito" Palacios
Title: Commissioner Pct. No. 2

By: _____
Name: Ramon Garcia
Title: County Judge

LIST OF ATTACHMENTS

ATTACHMENT A – Services to be Provided by the Owner
ATTACHMENT B – Services to be Provided by the Engineer
ATTACHMENT C – Work Schedule
ATTACHMENT D – Proposed Fee

HIDALGO COUNTY
Professional Engineering Services
Contract # C-11-310-01-24

Work Authorization No. 1

ATTACHMENT A
Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Project**.

General
The **Owner** will provide to the **Engineer** the following:

(1) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 6 and Article 9, both of this Agreement.

(2) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.

(3) Provide any available relevant data the **Owner** may have on file concerning the project.

(4) Provide timely review and decisions in response to the **Engineer**'s request for information and/or required submittals and deliverables.

(5) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

(6) Assist **Engineer** with obtaining permission to enter on properties for the purpose of surveying for the project.

HIDALGO COUNTY
Professional Engineering Services
Contract # C-11-310-01-24
Work Authorization Form

Work Authorization No. 1

ATTACHMENT B
Services to be Provided by the Engineer

The following provides an outline of the services to be provided by the **Engineer** in the development of the **Project.**

The **Engineer** will provide to the **Owner** the following:

The Engineer shall render specific management and engineering services for the development of the Project and fulfillment of this Agreement as follows:

CONSTRUCTION PHASE

Construction Management and Support

The Engineer will provide construction management and support services for and during the construction of the Project by the Owner. Specific services for CONSTRUCTION MANAGEMENT AND SUPPORT by the Engineer will include the following:

Construction Management and Administration

1) In general, the Engineer will provide the management and engineering support/data required for consultation and advisement to the Owner and act as the Owners representative as provided in the General Condition of the Construction Contract.

2) The Engineer will provide detailed information to assist the Owner in construction of the project in accordance with the project plans and specifications. The Engineer will also assist the Owner by providing detailed instructions on how to construct various items of the project.

3) Defects and Deficiencies. The Engineer will use his best efforts to protect the Owner against defects and deficiencies in the work of Owner forces. The Engineer will promptly notify the Owner of any such defect or deficiency, and take all steps possible to require that the defect or deficiency be corrected.

Miscellaneous Technical Activities

4) Construction Staking. At the Owner's request, the Engineer will provide construction staking services for construction services performed by the Owner.

5) Change Orders. When applicable, the Engineer will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to new requirements directed by the Owner.

6) Design Changes. When applicable, the Engineer will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for changes in the design of the project, which may be required due to new requirements directed by the Owner.

ATTACHMENT "C"

WORK SCHEDULE

	2012											
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
McColl Road II Off-Site Drain												
Construction Administration												
Construction Staking												

HIDALGO COUNTY
Professional Engineering Services
Contract # C-11-310-01-24

Work Authorization No. 1

ATTACHMENT D
Fee Proposal

Payment for services provided under this Work Authorization will be on the basis of hourly rates established and identified herein plus 10% and reimbursement for direct non-labor expenses established and identified herein plus 10% and sub-consultant expense at invoice cost plus 10%.

LABOR HOURLY RATES:

Position/Title	Hourly Rate
Principal	$ 291.41/HR
Project Manager	$ 208.15/HR
Senior Engineer	$ 149.87/HR
Engineer/RPLS	$ 116.57/HR
Graduate Engineer	$ 99.91/HR
Senior Engineering Tech	$ 86.60/HR
CADD-Design Technician	$ 69.28/HR
Clerical	$ 63.28/HR
Survey Crew	$141.95/HR

NON-LABOR EXPENSES:

Mileage (in State)	$ 0.58 / mile
Car Rental (in State)	At Cost
Lodging (in State)	At Cost
Meals (in State)	At Cost
Air Travel	At Cost
All Expenses for Out-of-State Travel	At Cost
Overnight Carrier Cost	$ 20 / letter
Copies (8 ½" x 11")	$ .15 / copy
Bond Plots	$ 0.75 / Sq Ft
Color Plots	$ 2.00 / Sq Ft
Mylar Plots	$ 2.50 / Sq Ft

AI-30848 **20. A. 8.**

CC REGULAR

Meeting Date: 02/21/2012

Department Head: Martha L. Salazar

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of payment(s) due the JP Morgan Travel Card Program for the items detailed on attached grid for which all possible research and attempts to verify have been made in an amount not to exceed $ 2,502.56 and reducing all credits issued by JP Morgan as reflected in statement attached.

BACKGROUND

Continental Airlines - JD Salinas - No back up $ 5.00

Continental Airlines -JD Salinas - No back up ($ 154.00) credit

paypal Integrity - Juan Garza= department has not transfered money to account - $ 249.00

Marriot Austin South- Israel Ramon No show Judge did not show checks were voided, room was not canceled $ 97.75

Sheraton Hotel - So Padre JD Salinas - Salinas blocked rooms and conference was supposed to pay but they disputed charges. To late for HC to dispute w/JP Morgan . - $ 2,018.63

unaccounted for miscellaneous $ 1.58

debit purchase - DA's Office - $ 104.40 charged back
debit purchase - Unknown - $ 180.20 charged back

total amount is $ 2,502.56

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-415-00-115-002-0-583

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

BUDGETARY IMPACT:

budget office will fund account

Attachments

Final Invoice

back up

Form Review

Inbox	Reviewed By	Date

Purchasing Department	Marty Salazar	02/01/2012 11:22 AM
Budget & Management	Merlen P. Munoz	02/01/2012 11:37 AM
Rosalinda Cantu	Angela Garcia	02/02/2012 04:22 PM
Purchasing Department	Marty Salazar	02/03/2012 11:32 AM
Auditor's Office	Arcilia Duran	02/09/2012 10:47 AM
Martha Salazar	Marty Salazar	02/15/2012 03:55 PM
Purchasing Department	Marty Salazar	02/17/2012 02:46 PM

Form Started By: Nielda Cavazos Started On: 01/31/2012 02:31 PM

Final Approval Date: 02/17/2012

JPMorganChase

JPMORGAN CHASE BANK NA
PO BOX 15918
MAIL SUITE DE1-1404
WILMINGTON DE 19850

ACCOUNT NUMBER	
AMOUNT DUE	$2,502.56
CURRENT BALANCE	$2,502.56

Remit To: JPMORGAN CHASE BANK NA
P.O. BOX 94016
PALATINE, IL 60094-4016

AMOUNT ENCLOSED $

HIDALGO CO PURCHASING
MARTHA SALAZAR
2812 S BUSINESS HWY 281
EDINBURG TX 78539

**T0000046

5567537900011111000250256002502560

PLEASE TEAR PAYMENT COUPON AT PERFORATION

STATEMENT MESSAGES

This is your official invoice.

COMMERCIAL ACCOUNT SUMMARY

ORGANIZATION NAME: HIDALGO CO PURCHASING

ACCOUNT NUMBER:

CLOSING DATE	12-12-11
CREDIT LIMIT	5
AVAILABLE CREDIT	0

FOR CUSTOMER SERVICE CALL:
1-800-890-0669

SEND BILLING INQUIRIES TO:
JPMORGAN CHASE BANK NA
COMMERCIAL CARD SOLUTIONS
P.O. BOX 2015
MAIL SUITE IL1-6225
ELGIN, IL 60121

PREVIOUS BALANCE	3,727.28
PURCHASES AND OTHER CHARGES	.00
CASH ADVANCES	.00
CREDITS	.00
PAYMENTS	1,224.72-
LATE PAYMENT CHARGES	.00
CASH ADVANCE FEE	.00
FINANCE CHARGES	.00
NEW BALANCE	**2,502.56**
TOTAL PAYMENT DUE	2,502.56
DISPUTED AMOUNT	.00

ACCT. NUMBER:	C1080 HIDALGO CO PURCHASING

COMMERCIAL ACCOUNT ACTIVITY

HIDALGO CO PURCHASING

TOTAL COMMERCIAL ACTIVITY
$1,224.72 CR

ACCOUNTING CODE:

Post Date	Tran Date	Reference Number	Transaction Description	Amount
11-23	11-22	75405011326050100110016	PAYMENT RECEIVED - THANK YOU	1,224.72 PY

JP Morgan outstanding balance

Continental Airlines	$5.00	
PayPal Integrity	$249.00	
Marriot Austin South	$97.75	
Sheraton Hotel So -Padre	$2,018.63	
debit purchase	$104.40	
debit purchase	$180.20	
unaccounted for miscellanous $ 2	1.58	
Continental Airlines	($154.00)	credit
Total	$2,502.56	

AI-30878 **20. B. 1.**

CC REGULAR

Meeting Date: 02/21/2012

Department Head: Martha Salazar

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of an "Amendment" to Interlocal Agreement #C-11-333-12-29 between City Of Edcouch and County Of Hidalgo to assist each other in multiple projects (previously approved by CC on 12/29/11) to include/add Supplemental Exhibit A-"Employees Hourly Rates" and which said action is applicable to the previously CC approved ILAs for the Cities of Mercedes, La Villa, Donna and Progresso.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

This agenda item will have no fiscal impact. The interlocal will be used on an "as needed basis". Funding to be determined once project is identified and there is a need for the interlocal to be used by the Pct and City.

In accordance with article 5 of ICA estimated amount of project as determined by Co. is to be escrowed by City. Actual project costs in excess of estimated amount escrowed are subject to be reimbursed by City to Co.

Attachments

Amendment Document

Interlocal Documentation

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	02/08/2012 01:35 PM
Budget & Management	Merlen P. Munoz	02/08/2012 01:44 PM
Ivan Cantu	Ivan Cantu	02/10/2012 08:48 AM
Auditor's Office	Arcilia Duran	02/16/2012 11:32 AM
Martha Salazar	Marty Salazar	02/17/2012 10:24 AM

Form Started By: Vangie Garcia Started On: 02/01/2012 02:07 PM

Final Approval Date: 02/17/2012

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT BETWEEN HIDALGO COUNTY AND CITY OF EDCOUCH, TEXAS

This **AMENDMENT** to the INTERLOCAL is made this **21st** day of **February**, **2012** by and between **HIDALGO COUNTY, TEXAS** (the "COUNTY") and **CITY OF EDCOUCH, TEXAS,** (the "CITY").

WHEREAS, City and County entered into an Interlocal Agreement dated December 29, 2011 for Hidalgo County and City Of Edcouch to assist each other in multiple projects to be defined by mutual agreement in which both the City and the County would benefit from the outcome of the work (the "work");

WHEREAS, County shall provide City with man power at the current hourly rates for individuals required to complete the work.

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and County hereby agree to the following amendment to the Agreement:

1. Exhibit "A" under current Interlocal Agreement shall be amended to include Supplemental Exhibit "A" as attached hereto shall be substituted in lieu thereof:

2. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect and City and County ratify and confirm the terms and provisions of the Agreement as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

[SIGNATURE PAGE TO FOLLOW]

CITY OF EDCOUCH

_____
Mayor

HIDALGO COUNTY

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

By: _____
Stephen L. Crain

APPROVED BY COMMISSIONERS COURT: _____

SUPPLEMENTAL EXHIBIT “A”
EMPLOYEES HOURLY RATES

DRIVER/OPERATOR	Hour	RATE
Paver	Hour	$18.99
Motor grader	Hour	$16.43
Pneumatic Roller	Hour	$12.14
Double Drum Roller	Hour	$10.58
Back Hoe	Hour	$12.50
Truck Driver	Hour	$12.50
Maintenance	Hour	$11.64
Bulldozer	Hour	$19.23
Excavator	Hour	$19.23

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN HIDALGO COUNTY AND CITY OF EDCOUCH, TEXAS

THIS Agreement is made on this the **29th** day of **December**, **2011** by and between **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County," and **CITY OF EDCOUCH, TEXAS**, hereinafter referred to as "City", pursuant to the provisions of the Texas Local Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Hidalgo County is a county created in the State Of Texas;

WHEREAS, City is a home rule municipality located in Hidalgo County, Texas

WHEREAS, City and County desires to assist each other in multiple projects to be defined by mutual agreement in which both the City and the County would benefit from the outcome of the work (the "Work");

NOW, THEREFORE, City and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. County agrees to allow City to use equipment and materials owned by County at the current prices to the County for such equipment and materials for the furtherance of the Work. Prior to City utilizing any County equipment or materials, City shall request and receive a statement of County's current hourly rates for use of equipment and County's current rate for its equipment and County's cost of materials. Any request for use by County of City equipment and materials shall be subject to the approval of Commissioner of Precinct No. 1 determining that such equipment and materials are not retained by the Commissioner for the times requested by the City.

2. County shall provide City with man power at the current hourly rates for individuals required to complete the Work. Prior to City utilizing County manpower, City shall request and receive the current hourly rates of County individuals, required to complete the Work. Hourly rates shall include all benefits and other costs associated with the employment of each individual. County shall be solely responsible for determining the current rate of its employees. Any request for use by City of County individuals shall be subject to the approval by the Commissioner of Precinct No. 1 determining that the County individuals so requested by

the City are not required for projects of Precinct No. 1 at the time requested by City.

3. City agrees to allow County to use equipment and materials owned by City at their current prices to the City for such equipment and materials for the furtherance of the Work. City shall be solely responsible for determining the current rate for its equipment and City's current prices of materials. County agrees to reimburse City for such costs within thirty (30) days of receipt of invoice from City. Any request for use by County of City equipment and materials shall be subject to the approval of the City Manager determining that such equipment and materials are not retained by the City for the times requested by the County.

4. City shall provide County with man power at the current hourly rates for individuals required to complete the Work. Prior to County utilizing City manpower, County shall request and receive the current hourly rates of City individuals required to complete the work. Hourly rates shall include all benefits and other costs associated with the employment of each individual. City shall be solely responsible for deterring the current rate of its employees and County agrees to reimburse City such costs within thirty (30) days of receipt of invoice from City. Any request for use by County of City individuals shall be subject to the approval by the City Manager determining that the City individuals so requested by the County are not required for projects of City at the time requested by County.

5. Prior to County commencing any such City project, City shall escrow the amount of County's estimate for each such City requested project with the Hidalgo County Treasurer (the "Escrow"). Should City deposit such Escrow with the County Treasurer City agrees County may draw from the Escrow the costs of materials, equipment and personnel for such project. County's cost for the use of the equipment and personnel shall be on hourly basis as described in Exhibit A. In the event, the cost of the materials, equipment and personnel for any such project exceeds the amount of the Escrow (the "Excess") for such project, City agrees to make payments of the Excess to County within thirty (30) days of receipt of invoices from County for same. In the event the actual cost of the Project is finally determined to be less than the amount of the Escrow, County agrees to remit such difference to City.

6. The parties agree that any additional costs associated or incurred with the Work shall be the responsibility of each respective entity in its entirety.

7. The term of this Agreement shall be for one (1) year with automatic renewals for five (5) additional one year terms upon the same terms and conditions described herein except that all prices for manpower, equipment and materials are subject to change at any time and without

notice to the other party unless terminated pursuant to numbered paragraph 9 of this Agreement.

8. Upon a change in price for manpower for County employees, equipment or materials, the County shall notify the city within ten (10) working days for any on-going Work and before beginning any new Work.

9. Upon a change in price for manpower for City employees, equipment or materials, the City shall notify the County within ten (10) working days for any on-going Work and before beginning any new Work.

10. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other.

11. **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 their Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter, shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the times such conflict exists.

12. **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.

13. **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 the City and County and not otherwise.

14. **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.

15. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as

may have been theretofore specified by written notice delivered in accordance herewith:

If to City: City Of Edcouch
Attention: City Manager
P.O. Box 100
Edcouch, Texas 78538

If to County: Hidalgo County
Attention: Ramon Garcia County Judge
P.O. Box 758
Edinburg, Texas 78540-0758

With copy to: Commissioner Joel Quintanilla
1902 Joe Stephens Avenue
Weslaco, Texas 78596

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

16. **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.

17. **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.

18. **Assignment.** This Agreement shall not be assignable.

19. **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.

20. **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.

21. **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 City and County in accordance with its terms.

22. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

23. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party pursuant to the provisions of Tex. Loc. Govt. Code Ann. 271.903.

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

CITY OF EDCOUCH

Mayor

ATTEST:

City Secretary

HIDALGO COUNTY

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court
on 12/29/11

APPROVED AS TO FORM:
ATLAS & HALL, LLP

BY:
Stephen L. Crain

Approved by Commissioners Court: **December 29, 2011**

EXHIBIT A

COST

"FEMA'S SCHEDULE OF EQUIPMENT RATES"

FEMA's SCHEDULE OF EQUIPMENT RATES

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
RECOVERY DIRECTORATE
PUBLIC ASSISTANCE DIVISION
WASHINGTON, D.C. 20472

The rates on this Schedule of Equipment Rates are for applicant-owned equipment in good mechanical condition, complete with all required attachments. Each rate covers all costs eligible under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, et seq., for ownership and operation of equipment, including depreciation, overhead, all maintenance, field repairs, fuel, lubricants, tires, OSHA equipment and other costs incidental to operation. Standby equipment costs are not eligible.

Equipment must be in actual operation performing eligible work in order for reimbursement to be eligible. LABOR COSTS OF OPERATOR ARE NOT INCLUDED in the rates and should be approved separately from equipment costs.

Information regarding the use of the Schedule is contained in 44 CFR § 206.228 *Allowable Costs*. Rates for equipment not listed will be furnished by FEMA upon request. Any appeals shall be in accordance with 44 CFR § 206.206 *Appeals*.

THESE RATES ARE APPLICABLE TO MAJOR DISASTERS AND EMERGENCIES DECLARED BY THE PRESIDENT ON OR AFTER SEPTEMBER 15, 2010.

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8490	Aerial Lift, Self-Propelled	Max. Platform Height	37 ft	to 15	Articulated, Telescoping, Scissor.	hour	$8.25
8491	Aerial Lift, Self-Propelled	Max. Platform Height	60 ft	to 30	Articulated, Telescoping, Scissor.	hour	$12.25
8492	Aerial Lift, Self-Propelled	Max. Platform Height	70 ft	to 50	Articulated, Telescoping, Scissor.	hour	$21.00
8493	Aerial Lift, Self-Propelled	Max. Platform Height	125 ft	to 85	Articulated and Telescoping.	hour	$55.00
8494	Aerial Lift, Self-Propelled	Max. Platform Height	150 ft	to 130	Articulated and Telescoping.	hour	$67.00
8486	Aerial Lift, Truck Mntd	Max. Platform Height	40 ft		Articulated and Telescoping. Add to Truck rate for total rate.	hour	$6.75
8487	Aerial Lift, Truck Mntd	Max. Platform Height	61 ft		Articulated and Telescoping. Add to Truck rate for total rate.	hour	$12.25
8488	Aerial Lift, Truck Mntd	Max. Platform Height	80 ft		Articulated and Telescoping. Add to Truck rate for total rate.	hour	$23.50
8489	Aerial Lift, Truck Mntd	Max. Platform Height	100 ft		Articulated and Telescoping. Add to Truck rate for total rate.	hour	$34.00
8010	Air Compressor	Air Delivery	41 cfm	to 10	Hoses included.	hour	$1.50
8011	Air Compressor	Air Delivery	103 cfm	to 30	Hoses included.	hour	$7.00
8012	Air Compressor	Air Delivery	130 cfm	to 50	Hoses included.	hour	$9.25
8013	Air Compressor	Air Delivery	175 cfm	to 90	Hoses included.	hour	$20.00
8014	Air Compressor	Air Delivery	400 cfm	to 145	Hoses included.	hour	$27.50
8015	Air Compressor	Air Delivery	575 cfm	to 230	Hoses included.	hour	$45.50
8016	Air Compressor	Air Delivery	1100 cfm	to 355	Hoses included.	hour	$51.00
8017	Air Compressor	Air Delivery	1600 cfm	to 500	Hoses included.	hour	$80.00
8040	Ambulance			to 150		hour	$25.50
8041	Ambulance			to 210		hour	$32.50
8060	Auger, Portable	Hole Diameter	16 in	to 6		hour	$1.30
8061	Auger, Portable	Hole Diameter	18 in	to 13		hour	$3.50
8062	Auger, Tractor Mntd	Max. Auger Diameter	36 in	to 13	Includes digger, boom and mounting hardware. Add to Tractor rate for total rate.	hour	$1.30
8063	Auger, Truck Mntd	Max. Auger Size	24 in	to 100	Includes digger, boom and mounting hardware. Add to Truck rate for total rate.	hour	$29.00
8070	Automobile			to 130	Transporting people.	mile	$0.50
8071	Automobile			to 130	Transporting cargo.	hour	$13.00
8072	Automobile, Police			to 250	Patrolling.	mile	$0.60
8073	Automobile, Police			to 250	Stationary with engine running.	hour	$16.25
8110	Barge, Deck	Size	50'x35'x7.25'			hour	$34.00
8111	Barge, Deck	Size	50'x35'x9'			hour	$49.00
8112	Barge, Deck	Size	120'x45'x10'			hour	$60.00
8113	Barge, Deck	Size	160'x45'x11'			hour	$75.00
8050	Board, Arrow			to 8	Trailer Mounted.	hour	$3.15
8051	Board, Message			to 5	Trailer Mounted.	hour	$8.50
8133	Boat, Push	Size	45'x21'x6'	to 435	Flat hull.	hour	$150.00
8134	Boat, Push	Size	54'x21'x6'	to 525	Flat hull.	hour	$200.00
8135	Boat, Push	Size	58'x24'x7.5'	to 705	Flat hull.	hour	$250.00
8136	Boat, Push	Size	64'x25'x8'	to 870	Flat hull.	hour	$300.00

FEMA's SCHEDULE OF EQUIPMENT RATES

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8130	Boat, Row				Heavy duty.	hour	$0.85
8131	Boat, Runabout	Size	13'x5'	to 50	Outboard.	hour	$14.00
8132	Boat, Tender	Size	14'x7'	to 100	Inboard with 360 degree drive.	hour	$26.00
8120	Boat, Tow	Size	55'x20'x5'	to 870	Steel.	hour	$250.00
8121	Boat, Tow	Size	60'x21'x5'	to 1050	Steel.	hour	$300.00
8122	Boat, Tow	Size	70'x30'x7.5'	to 1350	Steel.	hour	$450.00
8123	Boat, Tow	Size	120'x34'x8'	to 2000	Steel.	hour	$830.00
8140	Boat, Tug	Length	16 ft	to 100		hour	$33.50
8141	Boat, Tug	Length	18 ft	to 175		hour	$53.00
8142	Boat, Tug	Length	26 ft	to 250		hour	$65.00
8143	Boat, Tug	Length	40 ft	to 380		hour	$150.00
8144	Boat, Tug	Length	51 ft	to 700		hour	$225.00
8419	Breaker, Pavement, Hand-Held	Weight	25-90 lb			hour	$0.65
8420	Breaker, Pavement			to 70		hour	$31.25
8150	Broom, Pavement	Broom Length	72 in	to 35		hour	$12.30
8151	Broom, Pavement	Broom Length	96 in	to 100		hour	$19.75
8153	Broom, Pavement, Mntd	Broom Length	72 in	to 18	Add to Prime Mover rate for total rate.	hour	$6.00
8154	Broom, Pavement, Pull	Broom Length	84 in	to 20	Add to Prime Mover rate for total rate.	hour	$10.25
8270	Bucket, Clamshell	Capacity	1.0 cy		Includes teeth. Does not include Clamshell & Dragline.	hour	$3.60
8271	Bucket, Clamshell	Capacity	2.5 cy		Includes teeth. Does not include Clamshell & Dragline.	hour	$6.75
8272	Bucket, Clamshell	Capacity	5.0 cy		Includes teeth. Does not include Clamshell & Dragline.	hour	$11.25
8273	Bucket, Clamshell	Capacity	7.5 cy		Includes teeth. Does not include Clamshell & Dragline.	hour	$14.50
8275	Bucket, Dragline	Capacity	2.0 cy		Does not include Clamshell & Dragline.	hour	$2.90
8276	Bucket, Dragline	Capacity	5.0 cy		Does not include Clamshell & Dragline.	hour	$6.50
8277	Bucket, Dragline	Capacity	10 cy		Does not include Clamshell & Dragline.	hour	$10.50
8278	Bucket, Dragline	Capacity	14 cy		Does not include Clamshell & Dragline.	hour	$13.50
8180	Bus			to 150		hour	$20.00
8181	Bus			to 210		hour	$23.00
8182	Bus			to 300		hour	$27.00
8190	Chain Saw	Bar Length	16 in			hour	$1.75
8191	Chain Saw	Bar Length	25 in			hour	$3.20
8192	Chain Saw, Pole	Bar Size	18 in			hour	$1.60
8200	Chipper, Brush	Chipping Capacity	6 in	to 35	Trailer Mounted.	hour	$7.50
8201	Chipper, Brush	Chipping Capacity	9 in	to 65	Trailer Mounted.	hour	$16.00
8202	Chipper, Brush	Chipping Capacity	12 in	to 100	Trailer Mounted.	hour	$21.75
8203	Chipper, Brush	Chipping Capacity	15 in	to 125	Trailer Mounted.	hour	$30.75
8204	Chipper, Brush	Chipping Capacity	18 in	to 200	Trailer Mounted.	hour	$45.50
8210	Clamshell & Dragline, Crawler		149,999 lb	to 235	Bucket not included in rate.	hour	$86.00
8211	Clamshell & Dragline, Crawler		250,000 lb	to 520	Bucket not included in rate.	hour	$121.00
8212	Clamshell & Dragline, Truck			to 240	Bucket not included in rate.	hour	$130.00
8712	Cleaner, Sewer/Catch Basin	Hopper Capacity	5 cy		Truck Mounted. Add to Truck rate for total rate.	hour	$16.00
8713	Cleaner, Sewer/Catch Basin	Hopper Capacity	14 cy		Truck Mounted. Add to Truck rate for total rate.	hour	$21.50
8220	Compactor			to 10		hour	$11.00
8221	Compactor, Towed, Vibratory Drum			to 45		hour	$17.50
8222	Compactor, Vibratory, Drum			to 75		hour	$25.00
8223	Compactor, Pneumatic, Wheel			to 100		hour	$29.00
8225	Compactor, Sanitation			to 300		hour	$96.00
8226	Compactor, Sanitation			to 400		hour	$163.00
8227	Compactor, Sanitation			to 535		hour	$225.00
8228	Compactor, Towed, Pneumatic, Wheel		10000 lb		Add to Prime Mover rate for total rate.	hour	$7.50

FEMA's SCHEDULE OF EQUIPMENT RATES

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8229	Compactor, Towed, Drum Static		20000 lb		Add to Prime Mover rate for total rate.	hour	$12.25
8500	Crane	Max. Lift Capacity	8 MT	to 80		hour	$27.00
8501	Crane	Max. Lift Capacity	15 MT	to 150		hour	$55.00
8502	Crane	Max. Lift Capacity	50 MT	to 200		hour	$95.00
8503	Crane	Max. Lift Capacity	70 MT	to 300		hour	$155.00
8504	Crane	Max. Lift Capacity	110 MT	to 350		hour	$220.00
8496	Crane, Truck Mntd	Max. Lift Capacity	24000 lb		Add to Truck rate for total rate.	hour	$10.00
8497	Crane, Truck Mntd	Max. Lift Capacity	36000 lb		Add to Truck rate for total rate.	hour	$16.00
8498	Crane, Truck Mntd	Max. Lift Capacity	60000 lb		Add to Truck rate for total rate.	hour	$30.00
8195	Cutter, Brush	Cutter Size	8 ft	to 150		hour	$90.00
8196	Cutter, Brush	Cutter Size	8 ft	to 190		hour	$100.00
8197	Cutter, Brush	Cutter Size	10 ft	to 245		hour	$120.00
8670	Derrick, Hydraulic Digger	Max. Boom Length	60 ft		Includes hydraulic pole alignment attachment. Add to Truck rate.	hour	$21.00
8671	Derrick, Hydraulic Digger	Max. Boom Length	90 ft		Includes hydraulic pole alignment attachment. Add to Truck rate.	hour	$39.00
8580	Distributor, Asphalt	Tank Capacity	500 gal		insulated tank, and circulating spray bar.	hour	$12.00
8581	Distributor, Asphalt	Tank Capacity	1000 gal		Truck Mounted. Includes burners, insulated tank, and circulating spray bar. Add to Truck rate.	hour	$13.00
8582	Distributor, Asphalt	Tank Capacity	4000 gal		Truck Mounted. Includes burners, insulated tank, and circulating spray bar. Add to Truck rate.	hour	$25.00
8250	Dozer, Crawler			to 75		hour	$31.00
8251	Dozer, Crawler			to 105		hour	$40.00
8252	Dozer, Crawler			to 160		hour	$65.00
8253	Dozer, Crawler			to 250		hour	$80.00
8254	Dozer, Crawler			to 360		hour	$135.00
8255	Dozer, Crawler			to 565		hour	$250.00
8256	Dozer, Crawler			to 850		hour	$340.00
8260	Dozer, Wheel			to 300		hour	$55.00
8261	Dozer, Wheel			to 400		hour	$110.00
8262	Dozer, Wheel			to 500		hour	$150.00
8263	Dozer, Wheel			to 625		hour	$200.00
8280	Excavator, Hydraulic	Bucket Capacity	0.5 cy	to 45	Crawler, Truck & Wheel. Includes bucket.	hour	$18.00
8281	Excavator, Hydraulic	Bucket Capacity	1.0 cy	to 90	Crawler, Truck & Wheel. Includes bucket.	hour	$39.00
8282	Excavator, Hydraulic	Bucket Capacity	1.5 cy	to 160	Crawler, Truck & Wheel. Includes bucket.	hour	$65.00
8283	Excavator, Hydraulic	Bucket Capacity	2.5 cy	to 265	Crawler, Truck & Wheel. Includes bucket.	hour	$120.00
8284	Excavator, Hydraulic	Bucket Capacity	4.5 cy	to 420	Crawler, Truck & Wheel. Includes bucket.	hour	$200.00
8285	Excavator, Hydraulic	Bucket Capacity	7.5 cy	to 650	Crawler, Truck & Wheel. Includes bucket.	hour	$240.00
8286	Excavator, Hydraulic	Bucket Capacity	12 cy	to 1000	Crawler, Truck & Wheel. Includes bucket.	hour	$400.00
8240	Feeder, Grizzly			to 35		hour	$17.00
8241	Feeder, Grizzly			to 55		hour	$30.00
8242	Feeder, Grizzly			to 75		hour	$44.00
8300	Fork Lift	Capacity	6000 lb	to 60		hour	11.75
8301	Fork Lift	Capacity	12000 lb	to 90		hour	$17.00
8302	Fork Lift	Capacity	18000 lb	to 140		hour	$23.00
8303	Fork Lift	Capacity	50000 lb	to 215		hour	$50.00
8310	Generator	Prime Output	5.5 kW	to 10		hour	$3.25
8311	Generator	Prime Output	16 kW	to 25		hour	$8.00
8312	Generator	Prime Output	43 kW	to 65		hour	$17.00
8313	Generator	Prime Output	100 kW	to 125		hour	$34.00
8314	Generator	Prime Output	150 kW	to 240		hour	$50.00
8315	Generator	Prime Output	210 kW	to 300		hour	$60.00
8316	Generator	Prime Output	280 kW	to 400		hour	$85.00

FEMA's SCHEDULE OF EQUIPMENT RATES

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8317	Generator	Prime Output	350 kW	to 500		hour	$95.00
8318	Generator	Prime Output	530 kW	to 750		hour	$150.00
8319	Generator	Prime Output	710 kW	to 1000		hour	$200.00
8320	Generator	Prime Output	1100 kW	to 1500		hour	$375.00
8321	Generator	Prime Output	2500 kW	to 3000		hour	$500.00
8755	Golf Cart	Capacity	2 person			hour	$3.20
8330	Graders	Moldboard Size	10 ft	to 110	Includes Rigid and Articulate	hour	$34.50
8331	Graders	Moldboard Size	12 ft	to 150	Includes Rigid and Articulate	hour	$58.00
8332	Graders	Moldboard Size	14 ft	to 225	Includes Rigid and Articulate	hour	$70.00
8350	Hose, Discharge	Diameter	3 in		Per 25 foot length. Includes couplings.	hour	$0.13
8351	Hose, Discharge	Diameter	4 in		Per 25 foot length. Includes couplings.	hour	$0.19
8352	Hose, Discharge	Diameter	6 in		Per 25 foot length. Includes couplings.	hour	$0.50
8353	Hose, Discharge	Diameter	8 in		Per 25 foot length. Includes couplings.	hour	$0.75
8354	Hose, Discharge	Diameter	12 in		Per 25 foot length. Includes couplings.	hour	$1.35
8355	Hose, Discharge	Diameter	16 in		Per 25 foot length. Includes couplings.	hour	$2.20
8356	Hose, Suction	Diameter	3 in		Per 25 foot length. Includes couplings.	hour	$0.23
8357	Hose, Suction	Diameter	4 in		Per 25 foot length. Includes couplings.	hour	$0.43
8358	Hose, Suction	Diameter	6 in		Per 25 foot length. Includes couplings.	hour	$0.90
8359	Hose, Suction	Diameter	8 in		Per 25 foot length. Includes couplings.	hour	$1.35
8360	Hose, Suction	Diameter	12 in		Per 25 foot length. Includes couplings.	hour	$2.45
8361	Hose, Suction	Diameter	16 in		Per 25 foot length. Includes couplings.	hour	$3.90
8517	Jackhammer (Dry)	Weight Class	25-45 lb			hour	$1.00
8518	Jackhammer (Wet)	Weight Class	30-55 lb			hour	$1.15
8380	Loader, Crawler	Bucket Capacity	0.5 cy	to 32	Includes bucket.	hour	$11.50
8381	Loader, Crawler	Bucket Capacity	1 cy	to 60	Includes bucket.	hour	$19.00
8382	Loader, Crawler	Bucket Capacity	2 cy	to 118	Includes bucket.	hour	$42.00
8383	Loader, Crawler	Bucket Capacity	3 cy	to 178	Includes bucket.	hour	$76.00
8384	Loader, Crawler	Bucket Capacity	4 cy	to 238	Includes bucket.	hour	$115.00
8540	Loader, Skid-Steer	Operating Capacity	1000 lb	to 35		hour	$11.00
8541	Loader, Skid-Steer	Operating Capacity	2000 lb	to 65		hour	$18.00
8542	Loader, Skid-Steer	Operating Capacity	3000 lb	to 85		hour	$22.00
8401	Loader, Tractor, Wheel			to 81		hour	$25.00
8390	Loader, Wheel	Bucket Capacity	0.5 cy	to 38		hour	$15.50
8391	Loader, Wheel	Bucket Capacity	1 cy	to 60		hour	$21.50
8392	Loader, Wheel	Bucket Capacity	2 cy	to 105		hour	$28.75
8393	Loader, Wheel	Bucket Capacity	3 cy	to 152		hour	$40.00
8394	Loader, Wheel	Bucket Capacity	4 cy	to 200		hour	$52.00
8395	Loader, Wheel	Bucket Capacity	5 cy	to 250		hour	$66.00
8396	Loader, Wheel	Bucket Capacity	6 cy	to 305		hour	$82.00
8397	Loader, Wheel	Bucket Capacity	7 cy	to 360		hour	$95.00
8398	Loader, Wheel	Bucket Capacity	8 cy	to 530		hour	$140.00
8570	Loader-Backhoe, Wheel	Loader Bucket Capacity	0.5 cy	to 40	Loader and Backhoe Buckets included.	hour	$14.75
8571	Loader-Backhoe, Wheel	Loader Bucket Capacity	1 cy	to 70	Loader and Backhoe Buckets included.	hour	$23.50
8572	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.5 cy	to 95	Loader and Backhoe Buckets included.	hour	$33.00
8573	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.75 cy	to 115	Loader and Backhoe Buckets included.	hour	$38.00
8410	Mixer, Concrete Portable	Batching Capacity	10 cft			hour	$3.25
8411	Mixer, Concrete Portable	Batching Capacity	12 cft			hour	$4.25
8412	Mixer, Concrete, Trailer Mntd	Batching Capacity	11 cft	to 10		hour	$8.75
8413	Mixer, Concrete, Trailer Mntd	Batching Capacity	16 cft	to 25		hour	$15.25
8075	Motorcycle, Police					mile	$0.35
8633	Mulcher, Trailer Mntd	Working Capacity	7 tph	to 35		hour	$10.25
8634	Mulcher, Trailer Mntd	Working Capacity	10 tph	to 55		hour	$15.75
8635	Mulcher, Trailer Mntd	Working Capacity	20 tph	to 120		hour	$24.75
8430	Paver, Asphalt, Towed				Does not include Prime Mover.	hour	$7.00
8431	Paver, Asphalt			to 50	Includes wheel and crawler equipment.	hour	$65.00
8432	Paver, Asphalt			to 125	Includes wheel and crawler equipment.	hour	$115.00
8433	Paver, Asphalt			to 175	Includes wheel and crawler equipment.	hour	$125.00
8434	Paver, Asphalt			to 250	Includes wheel and crawler equipment.	hour	$140.00
8436	Pick-up, Asphalt			to 110		hour	$55.00
8437	Pick-up, Asphalt			to 150		hour	$83.00
8438	Pick-up, Asphalt			to 200		hour	$110.00
8439	Pick-up, Asphalt			to 275		hour	$140.00
8660	Plow, Cable	Plow Depth	24 in	to 30		hour	$10.25

FEMA's SCHEDULE OF EQUIPMENT RATES

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8661	Plow, Cable	Plow Depth	36 in	to 65		hour	$27.75
8662	Plow, Cable	Plow Depth	48 in	to 110		hour	$31.75
8450	Plow, Snow, Grader Mntd	Width	to 10 ft		Add to Grader for total rate.	hour	$16.00
8451	Plow, Snow, Grader Mntd	Width	to 14 ft		Add to Grader for total rate.	hour	$24.00
8452	Plow, Snow, Truck Mntd	Width	to 15 ft		Add to Truck rate for total rate.	hour	$10.75
8453	Plow, Snow, Truck Mntd	Width	to 15 ft		With leveling wing. Add to Truck rate for total rate.	hour	$18.50
8470	Pump			to 4	Does not include Hoses.	hour	$2.15
8471	Pump			to 6	Does not include Hoses.	hour	$3.20
8472	Pump			to 10	Does not include Hoses.	hour	$4.10
8473	Pump			to 15	Does not include Hoses.	hour	$7.75
8474	Pump			to 25	Does not include Hoses.	hour	$9.25
8475	Pump			to 40	Does not include Hoses.	hour	$16.00
8476	Pump			to 60	Does not include Hoses.	hour	$18.75
8477	Pump			to 95	Does not include Hoses.	hour	$26.50
8478	Pump			to 140	Does not include Hoses.	hour	$31.00
8479	Pump			to 200	Does not include Hoses.	hour	$36.00
8480	Pump			to 275	Does not include Hoses.	hour	$80.00
8481	Pump			to 350	Does not include Hoses.	hour	$95.00
8482	Pump			to 425	Does not include Hoses.	hour	$120.00
8483	Pump			to 500	Does not include Hoses.	hour	$135.00
8484	Pump			to 575	Does not include Hoses.	hour	$155.00
8485	Pump			to 650	Does not include Hoses.	hour	$180.00
8510	Saw, Concrete	Blade Diameter	14 in	to 14		hour	$6.00
8511	Saw, Concrete	Blade Diameter	26 in	to 35		hour	$13.50
8512	Saw, Concrete	Blade Diameter	48 in	to 65		hour	$23.00
8513	Saw, Rock			to 100		hour	$30.00
8514	Saw, Rock			to 200		hour	$60.00
8521	Scraper	Scraper Capacity	16 cy	to 250		hour	$90.00
8522	Scraper	Scraper Capacity	23 cy	to 365		hour	$130.00
8523	Scraper	Scraper Capacity	34 cy	to 475		hour	$200.00
8524	Scraper	Scraper Capacity	44 cy	to 600		hour	$240.00
8560	Snow Blower	Capacity	2,000 tph	to 400		hour	$140.00
8561	Snow Blower	Capacity	2,500 tph	to 500		hour	$160.00
8562	Snow Blower	Capacity	3,500 tph	to 600		hour	$180.00
8550	Snow Blower, Truck Mntd	Capacity	600 tph	to 75	Does not include Truck.	hour	$37.50
8551	Snow Blower, Truck Mntd	Capacity	1400 tph	to 200	Does not include Truck.	hour	$70.00
8552	Snow Blower, Truck Mntd	Capacity	2000 tph	to 340	Does not include Truck.	hour	$110.00
8553	Snow Blower, Truck Mntd	Capacity	2500 tph	to 400	Does not include Truck.	hour	$120.00
8558	Snow Thrower, Walk Behind	Cutting Width	25 in	to 5		hour	$3.25
8559	Snow Thrower, Walk Behind	Cutting Width	60 in	to 15		hour	$7.00
8630	Sprayer, Seed	Working Capacity	750 gal	to 30	Trailer & Truck mounted. Does not include Prime Mover.	hour	$9.75
8631	Sprayer, Seed	Working Capacity	1250 gal	to 50	Trailer & Truck mounted. Does not include Prime Mover.	hour	$15.00
8632	Sprayer, Seed	Working Capacity	3500 gal	to 115	Trailer & Truck mounted. Does not include Prime Mover.	hour	$25.75
8458	Spreader, Chemical	Capacity	5 cy	to 4	Trailer & Truck mounted. Does not	hour	$4.00
8423	Spreader, Chip	Spread Hopper Width	12.5 ft	to 152		hour	$50.00
8424	Spreader, Chip	Spread Hopper Width	16.5 ft	to 215		hour	$80.00
8425	Spreader, Chip, Mntd	Hopper Size	8 ft	to 8	Trailer & Truck mounted.	hour	$3.30
8455	Spreader, Sand	Mounting	Tailgate, Chassis			hour	$3.30
8456	Spreader, Sand	Mounting	Dump Body			hour	$5.50
8457	Spreader, Sand	Mounting	Truck (10 yd)			hour	$7.50
8440	Striper	Paint Capacity	40 gal	to 22		hour	$8.75
8441	Striper	Paint Capacity	90 gal	to 60		hour	$19.00
8442	Striper	Paint Capacity	120 gal	to 122		hour	$37.00
8445	Striper, Truck Mntd	Paint Capacity	120 gal	to 460		hour	$70.00
8446	Striper, Walk-behind	Paint Capacity	12 gal			hour	$3.35
8157	Sweeper, Pavement			to 110		hour	$59.00
8158	Sweeper, Pavement			to 230		hour	$74.00
8590	Trailer, Dump	Capacity	20 cy		Does not include Prime Mover.	hour	$8.00

FEMA's SCHEDULE OF EQUIPMENT RATES

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8591	Trailer, Dump	Capacity	30 cy		Does not include Prime Mover.	hour	$14.00
8600	Trailer, Equipment	Capacity	30 ton			hour	$10.25
8601	Trailer, Equipment	Capacity	40 ton			hour	$12.50
8602	Trailer, Equipment	Capacity	60 ton			hour	$15.00
8603	Trailer, Equipment	Capacity	120 ton			hour	$25.00
8640	Trailer, Office	Trailer Size	8' x 24'			hour	$1.70
8641	Trailer, Office	Trailer Size	8' x 32'			hour	$1.75
8642	Trailer, Office	Trailer Size	10' x 32'			hour	$2.60
8610	Trailer, Water	Tank Capacity	4000 gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	$11.00
8611	Trailer, Water	Tank Capacity	6000 gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	$14.00
8612	Trailer, Water	Tank Capacity	10000 gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	$16.50
8613	Trailer, Water	Tank Capacity	14000 gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	$20.50
8650	Trencher			to 40	Walk-behind, Crawler & Wheel Mounted. Chain and Wheel.	hour	$11.75
8651	Trencher			to 85	Walk-behind, Crawler & Wheel Mounted. Chain and Wheel.	hour	$25.00
8290	Trowel, Concrete	Diameter	48 in	to 12		hour	$4.50
8680	Truck, Concrete Mixer	Mixer Capacity	13 cy	to 300		hour	$75.00
8720	Truck, Dump	Struck Capacity	8 cy	to 220		hour	$35.00
8721	Truck, Dump	Struck Capacity	10 cy	to 320		hour	$45.00
8722	Truck, Dump	Struck Capacity	12 cy	to 400		hour	$60.00
8723	Truck, Dump	Struck Capacity	18 cy	to 400		hour	$65.00
8724	Truck, Dump, Off	Struck Capacity	28 cy	to 450		hour	$105.00
8690	Truck, Fire	Pump Capacity	1000 gpm			hour	$70.00
8691	Truck, Fire	Pump Capacity	1250 gpm			hour	$80.00
8692	Truck, Fire	Pump Capacity	1500 gpm			hour	$85.00
8693	Truck, Fire	Pump Capacity	2000 gpm			hour	$90.00
8694	Truck, Fire Ladder	Ladder length	75 ft			hour	$125.00
8695	Truck, Fire Ladder	Ladder length	150 ft			hour	$150.00
8700	Truck, Flatbed	Maximum Gvw	15000 lb	to 200		hour	$20.00
8701	Truck, Flatbed	Maximum Gvw	25000 lb	to 275		hour	$22.00
8702	Truck, Flatbed	Maximum Gvw	30000 lb	to 300		hour	$25.00
8703	Truck, Flatbed	Maximum Gvw	45000 lb	to 380		hour	$43.00
8730	Truck, Garbage	Capacity	25 cy	to 255		hour	$47.00
8731	Truck, Garbage	Capacity	32 cy	to 325		hour	$55.00
8800	Truck, Pickup				Transporting people.	mile	$0.50
8801	Truck, Pickup		½ ton			hour	$14.00
8802	Truck, Pickup		1 ton			hour	$20.00
8803	Truck, Pickup		1¼ ton			hour	$22.00
8804	Truck, Pickup		1½ ton			hour	$25.00
8805	Truck, Pickup		1¾ ton			hour	$30.00
8790	Truck, Tractor	4 x 2	30000 lb	to 220		hour	$32.00
8791	Truck, Tractor	4 x 2	45000 lb	to 310		hour	$45.00
8792	Truck, Tractor	6 x 4	50000 lb	to 400		hour	$55.00
8780	Truck, Water	Tank Capacity	2500 gal	to 175	Include pump and rear spray system.	hour	$31.00
8781	Truck, Water	Tank Capacity	4000 gal	to 250	Include pump and rear spray system.	hour	$42.00
8620	Tub Grinder			to 440		hour	$85.00
8621	Tub Grinder			to 630		hour	$120.00
8622	Tub Grinder			to 760		hour	$150.00
8623	Tub Grinder			to 1000		hour	$270.00
8753	Vehicle, Recreational			to 10		hour	$3.00
8750	Vehicle, Small			to 30		hour	$7.00
8761	Vibrator, Concrete			to 4		hour	$1.15
8770	Welder, Portable			to 16	Includes ground cable and lead cable.	hour	$5.00
8771	Welder, Portable			to 34	Includes ground cable and lead cable.	hour	$11.50
8772	Welder, Portable			to 50	Includes ground cable and lead cable.	hour	$16.00
8773	Welder, Portable			to 80	Includes ground cable and lead cable.	hour	$22.00

Evangelina Garcia

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, December 20, 2011 8:11 AM
To: 'Evangelina Garcia'
Subject: FW: Draft Interlocal-City Of Edouch and Precinct One

Importance: High

You're a good student Ms. Vangie. Congrats!

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Tuesday, December 20, 2011 7:34 AM
To: 'Martha Salazar'
Subject: RE: Draft Interlocal-City Of Edouch and Precinct One

Looks good.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Monday, December 19, 2011 4:25 PM
To: 'Steve Crain'
Cc: 'Evangelina Garcia'
Subject: FW: Draft Interlocal-City Of Edouch and Precinct One
Importance: High

Mr. Crain:
Corrections made. Please review and comment as to form.
Marty

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Monday, December 19, 2011 4:07 PM
To: 'Martha Salazar'
Subject: RE: Draft Interlocal-City Of Edouch and Precinct One

Marty,
Done, please resend again for legal review with the changes.

Thank you

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: Monday, December 19, 2011 3:16 PM
To: 'Evangelina Garcia'
Subject: FW: Draft Interlocal-City Of Edouch and Precinct One

APPROVED

AI-30274 **41. D. 0.**
CC REGULAR
Meeting Date: 12/29/2011
Submitted For: Martha Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of the Interlocal Cooperation Agreement between Hidalgo County Precinct One and City Of Edcouch for the provision of assisting each other in multiple projects as defined in the agreement.

BACKGROUND

Approved as to form by Legal Counsel.

Fiscal Impact

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

BUDGETARY IMPACT:

AS PER PRECINCT ONE-PROJECT WILL BE ON AN "AS NEEDED BASIS" ON "PER PROJECT BASIS"-NO FUNDING IS REQUIRED AT THIS TIME. FUNDING WILL BE IDENTIFIED UNTIL THERE IS A NEED TO UTILIZE THE INTERLOCAL.

Attachments

INTERLOCAL DOCUMENTATION

Form Review

Inbox	Reviewed By	Date
Purchasing Department		
Budget & Management		
Auditor's Office		

Form Started By: Vangie Garcia Started On: 12/20/2011 03:00 PM

AI-30941 **20. B. 2.**

CC REGULAR

Meeting Date: 02/21/2012

Department Head: Martha Salazar

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of the Interlocal Cooperation Agreement between Hidalgo County and City of La Villa for the provision of assisting each other in multiple projects as defined in the agreement.

BACKGROUND

Interlocal Agreement documentation is the same form as reviewed and approved by legal with Cities of Donna, Progreso, and Edcouch on different dates (see attachments).

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

AS PER PRECINCT ONE-PROJECT WILL BE ON AN "AS NEEDED BASIS" ON "PER PROJECT BASIS"-NO FUNDING IS REQUIRED AT THIS TIME. FUNDING WILL BE IDENTIFIED UNTIL THERE IS A NEED TO UTILIZE THE INTERLOCAL.

Attachments

Interlocal Documentation

Lega's Prior Approval As To Form Of Documents

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	02/08/2012 01:45 PM
Budget & Management	Merlen P. Munoz	02/08/2012 01:46 PM
Ivan Cantu	Ivan Cantu	02/10/2012 04:33 PM
Auditor's Office	Angela Garcia	02/17/2012 03:50 PM

Form Started By: Vangie Garcia Started On: 02/06/2012 09:39 AM

Final Approval Date: 02/17/2012

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN HIDALGO COUNTY AND CITY OF LA VILLA, TEXAS

THIS Agreement is made on this the **21st** day of **February**, **2012** by and between **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County," and **CITY OF LA VILLA, TEXAS**, hereinafter referred to as "City", pursuant to the provisions of the Texas Local Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Hidalgo County is a county created in the State Of Texas;

WHEREAS, City is a home rule municipality located in Hidalgo County, Texas

WHEREAS, City and County desires to assist each other in multiple projects to be defined by mutual agreement in which both the City and the County would benefit from the outcome of the work (the "Work");

NOW, THEREFORE, City and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. County agrees to allow City to use equipment and materials owned by County at the current prices to the County for such equipment and materials for the furtherance of the Work. Prior to City utilizing any County equipment or materials, City shall request and receive a statement of County's current hourly rates for use of equipment and County's current rate for its equipment and County's cost of materials. Any request for use by County of City equipment and materials shall be subject to the approval of Commissioner of Precinct No. 1 determining that such equipment and materials are not retained by the Commissioner for the times requested by the City.

2. County shall provide City with man power at the current hourly rates for individuals required to complete the Work. Prior to City utilizing County manpower, City shall request and receive the current hourly rates of County individuals, required to complete the Work. Hourly rates shall include all benefits and other costs associated with the employment of each individual. County shall be solely responsible for determining the current rate of its employees. Any request for use by City of County individuals shall be subject to the approval by the Commissioner of Precinct No. 1 determining that the County individuals so requested by

the City are not required for projects of Precinct No. 1 at the time requested by City.

3. City agrees to allow County to use equipment and materials owned by City at their current prices to the City for such equipment and materials for the furtherance of the Work. City shall be solely responsible for determining the current rate for its equipment and City's current prices of materials. County agrees to reimburse City for such costs within thirty (30) days of receipt of invoice from City. Any request for use by County of City equipment and materials shall be subject to the approval of the City Manager determining that such equipment and materials are not retained by the City for the times requested by the County.

4. City shall provide County with man power at the current hourly rates for individuals required to complete the Work. Prior to County utilizing City manpower, County shall request and receive the current hourly rates of City individuals required to complete the work. Hourly rates shall include all benefits and other costs associated with the employment of each individual. City shall be solely responsible for deterring the current rate of its employees and County agrees to reimburse City such costs within thirty (30) days of receipt of invoice from City. Any request for use by County of City individuals shall be subject to the approval by the City Manager determining that the City individuals so requested by the County are not required for projects of City at the time requested by County.

5. Prior to County commencing any such City project, City shall escrow the amount of County's estimate for each such City requested project with the Hidalgo County Treasurer (the "Escrow"). Should City deposit such Escrow with the County Treasurer City agrees County may draw from the Escrow the costs of materials, equipment and personnel for such project. County's cost for the use of the equipment and personnel shall be on hourly basis as described in Exhibit A. In the event, the cost of the materials, equipment and personnel for any such project exceeds the amount of the Escrow (the "Excess") for such project, City agrees to make payments of the Excess to County within thirty (30) days of receipt of invoices from County for same. In the event the actual cost of the Project is finally determined to be less than the amount of the Escrow, County agrees to remit such difference to City.

6. The parties agree that any additional costs associated or incurred with the Work shall be the responsibility of each respective entity in its entirety.

7. The term of this Agreement shall be for one (1) year with automatic renewals for five (5) additional one year terms upon the same terms and conditions described herein except that all prices for manpower, equipment and materials are subject to change at any time and without

notice to the other party unless terminated pursuant to numbered paragraph 9 of this Agreement.

8. Upon a change in price for manpower for County employees, equipment or materials, the County shall notify the city within ten (10) working days for any on-going Work and before beginning any new Work.

9. Upon a change in price for manpower for City employees, equipment or materials, the City shall notify the County within ten (10) working days for any on-going Work and before beginning any new Work.

10. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other.

11. **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 their Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter, shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the times such conflict exists.

12. **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.

13. **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 the City and County and not otherwise.

14. **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.

15. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as

may have been theretofore specified by written notice delivered in accordance herewith:

If to City: City Of La Villa
Attention: City Manager
916 N. Mike Chapa Drive
La Villa, Texas 78562

If to County: Hidalgo County
Attention: Ramon Garcia County Judge
P.O. Box 758
Edinburg, Texas 78540-0758

With copy to: Commissioner Joel Quintanilla
1902 Joe Stephens Avenue
Weslaco, Texas 78596

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

16. **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.

17. **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.

18. **Assignment.** This Agreement shall not be assignable.

19. **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.

20. **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.

21. **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 City and County in accordance with its terms.

22. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

23. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party pursuant to the provisions of Tex. Loc. Govt. Code Ann. 271.903.

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

CITY OF LA VILLA

_____
Mayor

ATTEST:

_____
City Secretary

HIDALGO COUNTY

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
ATLAS & HALL, LLP

BY:_____
Stephen L. Crain

Approved by Commissioners Court:_____

EXHIBIT A
PERSONNEL HOURLY RATES

EXHIBIT A
PERSONNEL HOURLY RATE

DRIVER/OPERATOR	Hour	RATE
Paver	Hour	$18.99
Motor grader	Hour	$16.43
Pneumatic Roller	Hour	$12.14
Double Drum Roller	Hour	$10.58
Back Hoe	Hour	$12.50
Truck Driver	Hour	$12.50
Maintenance	Hour	$11.64
Bulldozer	Hour	$19.23
Excavator	Hour	$19.23

FEMA's SCHEDULE OF EQUIPMENT RATES

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
RECOVERY DIRECTORATE
PUBLIC ASSISTANCE DIVISION
WASHINGTON, D.C. 20472

The rates on this Schedule of Equipment Rates are for applicant-owned equipment in good mechanical condition, complete with all required attachments. Each rate covers all costs eligible under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, et seq., for ownership and operation of equipment, including depreciation, overhead, all maintenance, field repairs, fuel, lubricants, tires, OSHA equipment and other costs incidental to operation. Standby equipment costs are not eligible.

Equipment must be in actual operation performing eligible work in order for reimbursement to be eligible. LABOR COSTS OF OPERATOR ARE NOT INCLUDED in the rates and should be approved separately from equipment costs.

Information regarding the use of the Schedule is contained in 44 CFR § 206.228 *Allowable Costs*. Rates for equipment not listed will be furnished by FEMA upon request. Any appeals shall be in accordance with 44 CFR § 206.206 *Appeals*.

THESE RATES ARE APPLICABLE TO MAJOR DISASTERS AND EMERGENCIES DECLARED BY THE PRESIDENT ON OR AFTER SEPTEMBER 15, 2010.

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8490	Aerial Lift, Self-Propelled	Max. Platform Height	37 ft	to 15	Articulated, Telescoping, Scissor.	hour	$8.25
8491	Aerial Lift, Self-Propelled	Max. Platform Height	60 ft	to 30	Articulated, Telescoping, Scissor.	hour	$12.25
8492	Aerial Lift, Self-Propelled	Max. Platform Height	70 ft	to 50	Articulated, Telescoping, Scissor.	hour	$21.00
8493	Aerial Lift, Self-Propelled	Max. Platform Height	125 ft	to 85	Articulated and Telescoping.	hour	$55.00
8494	Aerial Lift, Self-Propelled	Max. Platform Height	150 ft	to 130	Articulated and Telescoping.	hour	$67.00
8486	Aerial Lift, Truck Mntd	Max. Platform Height	40 ft		Articulated and Telescoping. Add to Truck rate for total rate.	hour	$6.75
8487	Aerial Lift, Truck Mntd	Max. Platform Height	61 ft		Articulated and Telescoping. Add to Truck rate for total rate.	hour	$12.25
8488	Aerial Lift, Truck Mntd	Max. Platform Height	80 ft		Articulated and Telescoping. Add to Truck rate for total rate.	hour	$23.50
8489	Aerial Lift, Truck Mntd	Max. Platform Height	100 ft		Articulated and Telescoping. Add to Truck rate for total rate.	hour	$34.00
8010	Air Compressor	Air Delivery	41 cfm	to 10	Hoses included.	hour	$1.50
8011	Air Compressor	Air Delivery	103 cfm	to 30	Hoses included.	hour	$7.00
8012	Air Compressor	Air Delivery	130 cfm	to 50	Hoses included.	hour	$9.25
8013	Air Compressor	Air Delivery	175 cfm	to 90	Hoses included.	hour	$20.00
8014	Air Compressor	Air Delivery	400 cfm	to 145	Hoses included.	hour	$27.50
8015	Air Compressor	Air Delivery	575 cfm	to 230	Hoses included.	hour	$45.50
8016	Air Compressor	Air Delivery	1100 cfm	to 355	Hoses included.	hour	$51.00
8017	Air Compressor	Air Delivery	1600 cfm	to 500	Hoses included.	hour	$80.00
8040	Ambulance			to 150		hour	$25.50
8041	Ambulance			to 210		hour	$32.50
8060	Auger, Portable	Hole Diameter	16 in	to 6		hour	$1.30
8061	Auger, Portable	Hole Diameter	18 in	to 13		hour	$3.50
8062	Auger, Tractor Mntd	Max. Auger Diameter	36 in	to 13	Includes digger, boom and mounting hardware. Add to Tractor rate for total rate.	hour	$1.30
8063	Auger, Truck Mntd	Max. Auger Size	24 in	to 100	Includes digger, boom and mounting hardware. Add to Truck rate for total rate.	hour	$29.00
8070	Automobile			to 130	Transporting people.	mile	$0.50
8071	Automobile			to 130	Transporting cargo.	hour	$13.00
8072	Automobile, Police			to 250	Patrolling.	mile	$0.60
8073	Automobile, Police			to 250	Stationary with engine running.	hour	$16.25
8110	Barge, Deck	Size	50'x35'x7.25'			hour	$34.00
8111	Barge, Deck	Size	50'x35'x9'			hour	$49.00
8112	Barge, Deck	Size	120'x45'x10'			hour	$60.00
8113	Barge, Deck	Size	160'x45'x11'			hour	$75.00
8050	Board, Arrow			to 8	Trailer Mounted.	hour	$3.15
8051	Board, Message			to 5	Trailer Mounted.	hour	$8.50
8133	Boat, Push	Size	45'x21'x6'	to 435	Flat hull.	hour	$150.00
8134	Boat, Push	Size	54'x21'x6'	to 525	Flat hull.	hour	$200.00
8135	Boat, Push	Size	58'x24'x7.5'	to 705	Flat hull.	hour	$250.00
8136	Boat, Push	Size	64'x25'x8'	to 870	Flat hull.	hour	$300.00

FEMA's SCHEDULE OF EQUIPMENT RATES

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8130	Boat, Row				Heavy duty.	hour	$0.85
8131	Boat, Runabout	Size	13'x5'	to 50	Outboard.	hour	$14.00
8132	Boat, Tender	Size	14'x7'	to 100	Inboard with 360 degree drive.	hour	$26.00
8120	Boat, Tow	Size	55'x20'x5'	to 870	Steel.	hour	$250.00
8121	Boat, Tow	Size	60'x21'x5'	to 1050	Steel.	hour	$300.00
8122	Boat, Tow	Size	70'x30'x7.5'	to 1350	Steel.	hour	$450.00
8123	Boat, Tow	Size	120'x34'x8'	to 2000	Steel.	hour	$830.00
8140	Boat, Tug	Length	16 ft	to 100		hour	$33.50
8141	Boat, Tug	Length	18 ft	to 175		hour	$53.00
8142	Boat, Tug	Length	26 ft	to 250		hour	$65.00
8143	Boat, Tug	Length	40 ft	to 380		hour	$150.00
8144	Boat, Tug	Length	51 ft	to 700		hour	$225.00
8419	Breaker, Pavement, Hand-Held	Weight	25-90 lb			hour	$0.65
8420	Breaker, Pavement			to 70		hour	$31.25
8150	Broom, Pavement	Broom Length	72 in	to 35		hour	$12.30
8151	Broom, Pavement	Broom Length	96 in	to 100		hour	$19.75
8153	Broom, Pavement, Mntd	Broom Length	72 in	to 18	Add to Prime Mover rate for total rate.	hour	$6.00
8154	Broom, Pavement, Pull	Broom Length	84 in	to 20	Add to Prime Mover rate for total rate.	hour	$10.25
8270	Bucket, Clamshell	Capacity	1.0 cy		Includes teeth. Does not include Clamshell & Dragline.	hour	$3.60
8271	Bucket, Clamshell	Capacity	2.5 cy		Includes teeth. Does not include Clamshell & Dragline.	hour	$6.75
8272	Bucket, Clamshell	Capacity	5.0 cy		Includes teeth. Does not include Clamshell & Dragline.	hour	$11.25
8273	Bucket, Clamshell	Capacity	7.5 cy		Includes teeth. Does not include Clamshell & Dragline.	hour	$14.50
8275	Bucket, Dragline	Capacity	2.0 cy		Does not include Clamshell & Dragline.	hour	$2.90
8276	Bucket, Dragline	Capacity	5.0 cy		Does not include Clamshell & Dragline.	hour	$6.50
8277	Bucket, Dragline	Capacity	10 cy		Does not include Clamshell & Dragline.	hour	$10.50
8278	Bucket, Dragline	Capacity	14 cy		Does not include Clamshell & Dragline.	hour	$13.50
8180	Bus			to 150		hour	$20.00
8181	Bus			to 210		hour	$23.00
8182	Bus			to 300		hour	$27.00
8190	Chain Saw	Bar Length	16 in			hour	$1.75
8191	Chain Saw	Bar Length	25 in			hour	$3.20
8192	Chain Saw, Pole	Bar Size	18 in			hour	$1.60
8200	Chipper, Brush	Chipping Capacity	6 in	to 35	Trailer Mounted.	hour	$7.50
8201	Chipper, Brush	Chipping Capacity	9 in	to 65	Trailer Mounted.	hour	$16.00
8202	Chipper, Brush	Chipping Capacity	12 in	to 100	Trailer Mounted.	hour	$21.75
8203	Chipper, Brush	Chipping Capacity	15 in	to 125	Trailer Mounted.	hour	$30.75
8204	Chipper, Brush	Chipping Capacity	18 in	to 200	Trailer Mounted.	hour	$45.50
8210	Clamshell & Dragline, Crawler		149,999 lb	to 235	Bucket not included in rate.	hour	$86.00
8211	Clamshell & Dragline, Crawler		250,000 lb	to 520	Bucket not included in rate.	hour	$121.00
8212	Clamshell & Dragline, Truck			to 240	Bucket not included in rate.	hour	$130.00
8712	Cleaner, Sewer/Catch Basin	Hopper Capacity	5 cy		Truck Mounted. Add to Truck rate for total rate.	hour	$16.00
8713	Cleaner, Sewer/Catch Basin	Hopper Capacity	14 cy		Truck Mounted. Add to Truck rate for total rate.	hour	$21.50
8220	Compactor			to 10		hour	$11.00
8221	Compactor, Towed, Vibratory Drum			to 45		hour	$17.50
8222	Compactor, Vibratory, Drum			to 75		hour	$25.00
8223	Compactor, Pneumatic, Wheel			to 100		hour	$29.00
8225	Compactor, Sanitation			to 300		hour	$96.00
8226	Compactor, Sanitation			to 400		hour	$163.00
8227	Compactor, Sanitation			to 535		hour	$225.00
8228	Compactor, Towed, Pneumatic, Wheel		10000 lb		Add to Prime Mover rate for total rate.	hour	$7.50

FEMA's SCHEDULE OF EQUIPMENT RATES

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8229	Compactor, Towed, Drum Static		20000 lb		Add to Prime Mover rate for total rate.	hour	$12.25
8500	Crane	Max. Lift Capacity	8 MT	to 80		hour	$27.00
8501	Crane	Max. Lift Capacity	15 MT	to 150		hour	$55.00
8502	Crane	Max. Lift Capacity	50 MT	to 200		hour	$95.00
8503	Crane	Max. Lift Capacity	70 MT	to 300		hour	$155.00
8504	Crane	Max. Lift Capacity	110 MT	to 350		hour	$220.00
8496	Crane, Truck Mntd	Max. Lift Capacity	24000 lb		Add to Truck rate for total rate.	hour	$10.00
8497	Crane, Truck Mntd	Max. Lift Capacity	36000 lb		Add to Truck rate for total rate.	hour	$16.00
8498	Crane, Truck Mntd	Max. Lift Capacity	60000 lb		Add to Truck rate for total rate.	hour	$30.00
8195	Cutter, Brush	Cutter Size	8 ft	to 150		hour	$90.00
8196	Cutter, Brush	Cutter Size	8 ft	to 190		hour	$100.00
8197	Cutter, Brush	Cutter Size	10 ft	to 245		hour	$120.00
8670	Derrick, Hydraulic Digger	Max. Boom Length	60 ft		Includes hydraulic pole alignment attachment. Add to Truck rate.	hour	$21.00
8671	Derrick, Hydraulic Digger	Max. Boom Length	90 ft		Includes hydraulic pole alignment attachment. Add to Truck rate.	hour	$39.00
8580	Distributor, Asphalt	Tank Capacity	500 gal		insulated tank, and circulating spray bar.	hour	$12.00
8581	Distributor, Asphalt	Tank Capacity	1000 gal		Truck Mounted. Includes burners, insulated tank, and circulating spray bar. Add to Truck rate.	hour	$13.00
8582	Distributor, Asphalt	Tank Capacity	4000 gal		Truck Mounted. Includes burners, insulated tank, and circulating spray bar. Add to Truck rate.	hour	$25.00
8250	Dozer, Crawler			to 75		hour	$31.00
8251	Dozer, Crawler			to 105		hour	$40.00
8252	Dozer, Crawler			to 160		hour	$65.00
8253	Dozer, Crawler			to 250		hour	$80.00
8254	Dozer, Crawler			to 360		hour	$135.00
8255	Dozer, Crawler			to 565		hour	$250.00
8256	Dozer, Crawler			to 850		hour	$340.00
8260	Dozer, Wheel			to 300		hour	$55.00
8261	Dozer, Wheel			to 400		hour	$110.00
8262	Dozer, Wheel			to 500		hour	$150.00
8263	Dozer, Wheel			to 625		hour	$200.00
8280	Excavator, Hydraulic	Bucket Capacity	0.5 cy	to 45	Crawler, Truck & Wheel. Includes bucket.	hour	$18.00
8281	Excavator, Hydraulic	Bucket Capacity	1.0 cy	to 90	Crawler, Truck & Wheel. Includes bucket.	hour	$39.00
8282	Excavator, Hydraulic	Bucket Capacity	1.5 cy	to 160	Crawler, Truck & Wheel. Includes bucket.	hour	$65.00
8283	Excavator, Hydraulic	Bucket Capacity	2.5 cy	to 265	Crawler, Truck & Wheel. Includes bucket.	hour	$120.00
8284	Excavator, Hydraulic	Bucket Capacity	4.5 cy	to 420	Crawler, Truck & Wheel. Includes bucket.	hour	$200.00
8285	Excavator, Hydraulic	Bucket Capacity	7.5 cy	to 650	Crawler, Truck & Wheel. Includes bucket.	hour	$240.00
8286	Excavator, Hydraulic	Bucket Capacity	12 cy	to 1000	Crawler, Truck & Wheel. Includes bucket.	hour	$400.00
8240	Feeder, Grizzly			to 35		hour	$17.00
8241	Feeder, Grizzly			to 55		hour	$30.00
8242	Feeder, Grizzly			to 75		hour	$44.00
8300	Fork Lift	Capacity	6000 lb	to 60		hour	11.75
8301	Fork Lift	Capacity	12000 lb	to 90		hour	$17.00
8302	Fork Lift	Capacity	18000 lb	to 140		hour	$23.00
8303	Fork Lift	Capacity	50000 lb	to 215		hour	$50.00
8310	Generator	Prime Output	5.5 kW	to 10		hour	$3.25
8311	Generator	Prime Output	16 kW	to 25		hour	$8.00
8312	Generator	Prime Output	43 kW	to 65		hour	$17.00
8313	Generator	Prime Output	100 kW	to 125		hour	$34.00
8314	Generator	Prime Output	150 kW	to 240		hour	$50.00
8315	Generator	Prime Output	210 kW	to 300		hour	$60.00
8316	Generator	Prime Output	280 kW	to 400		hour	$85.00

FEMA's SCHEDULE OF EQUIPMENT RATES

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8317	Generator	Prime Output	350 kW	to 500		hour	$95.00
8318	Generator	Prime Output	530 kW	to 750		hour	$150.00
8319	Generator	Prime Output	710 kW	to 1000		hour	$200.00
8320	Generator	Prime Output	1100 kW	to 1500		hour	$375.00
8321	Generator	Prime Output	2500 kW	to 3000		hour	$500.00
8755	Golf Cart	Capacity	2 person			hour	$3.20
8330	Graders	Moldboard Size	10 ft	to 110	Includes Rigid and Articulate	hour	$34.50
8331	Graders	Moldboard Size	12 ft	to 150	Includes Rigid and Articulate	hour	$58.00
8332	Graders	Moldboard Size	14 ft	to 225	Includes Rigid and Articulate	hour	$70.00
8350	Hose, Discharge	Diameter	3 in		Per 25 foot length. Includes couplings.	hour	$0.13
8351	Hose, Discharge	Diameter	4 in		Per 25 foot length. Includes couplings.	hour	$0.19
8352	Hose, Discharge	Diameter	6 in		Per 25 foot length. Includes couplings.	hour	$0.50
8353	Hose, Discharge	Diameter	8 in		Per 25 foot length. Includes couplings.	hour	$0.75
8354	Hose, Discharge	Diameter	12 in		Per 25 foot length. Includes couplings.	hour	$1.35
8355	Hose, Discharge	Diameter	16 in		Per 25 foot length. Includes couplings.	hour	$2.20
8356	Hose, Suction	Diameter	3 in		Per 25 foot length. Includes couplings.	hour	$0.23
8357	Hose, Suction	Diameter	4 in		Per 25 foot length. Includes couplings.	hour	$0.43
8358	Hose, Suction	Diameter	6 in		Per 25 foot length. Includes couplings.	hour	$0.90
8359	Hose, Suction	Diameter	8 in		Per 25 foot length. Includes couplings.	hour	$1.35
8360	Hose, Suction	Diameter	12 in		Per 25 foot length. Includes couplings.	hour	$2.45
8361	Hose, Suction	Diameter	16 in		Per 25 foot length. Includes couplings.	hour	$3.90
8517	Jackhammer (Dry)	Weight Class	25-45 lb			hour	$1.00
8518	Jackhammer (Wet)	Weight Class	30-55 lb			hour	$1.15
8380	Loader, Crawler	Bucket Capacity	0.5 cy	to 32	Includes bucket.	hour	$11.50
8381	Loader, Crawler	Bucket Capacity	1 cy	to 60	Includes bucket.	hour	$19.00
8382	Loader, Crawler	Bucket Capacity	2 cy	to 118	Includes bucket.	hour	$42.00
8383	Loader, Crawler	Bucket Capacity	3 cy	to 178	Includes bucket.	hour	$76.00
8384	Loader, Crawler	Bucket Capacity	4 cy	to 238	Includes bucket.	hour	$115.00
8540	Loader, Skid-Steer	Operating Capacity	1000 lb	to 35		hour	$11.00
8541	Loader, Skid-Steer	Operating Capacity	2000 lb	to 65		hour	$18.00
8542	Loader, Skid-Steer	Operating Capacity	3000 lb	to 85		hour	$22.00
8401	Loader, Tractor, Wheel			to 81		hour	$25.00
8390	Loader, Wheel	Bucket Capacity	0.5 cy	to 38		hour	$15.50
8391	Loader, Wheel	Bucket Capacity	1 cy	to 60		hour	$21.50
8392	Loader, Wheel	Bucket Capacity	2 cy	to 105		hour	$28.75
8393	Loader, Wheel	Bucket Capacity	3 cy	to 152		hour	$40.00
8394	Loader, Wheel	Bucket Capacity	4 cy	to 200		hour	$52.00
8395	Loader, Wheel	Bucket Capacity	5 cy	to 250		hour	$66.00
8396	Loader, Wheel	Bucket Capacity	6 cy	to 305		hour	$82.00
8397	Loader, Wheel	Bucket Capacity	7 cy	to 360		hour	$95.00
8398	Loader, Wheel	Bucket Capacity	8 cy	to 530		hour	$140.00
8570	Loader-Backhoe, Wheel	Loader Bucket Capacity	0.5 cy	to 40	Loader and Backhoe Buckets included.	hour	$14.75
8571	Loader-Backhoe, Wheel	Loader Bucket Capacity	1 cy	to 70	Loader and Backhoe Buckets included.	hour	$23.50
8572	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.5 cy	to 95	Loader and Backhoe Buckets included.	hour	$33.00
8573	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.75 cy	to 115	Loader and Backhoe Buckets included.	hour	$38.00
8410	Mixer, Concrete Portable	Batching Capacity	10 cft			hour	$3.25
8411	Mixer, Concrete Portable	Batching Capacity	12 cft			hour	$4.25
8412	Mixer, Concrete, Trailer Mntd	Batching Capacity	11 cft	to 10		hour	$8.75
8413	Mixer, Concrete, Trailer Mntd	Batching Capacity	16 cft	to 25		hour	$15.25
8075	Motorcycle, Police					mile	$0.35
8633	Mulcher, Trailer Mntd	Working Capacity	7 tph	to 35		hour	$10.25
8634	Mulcher, Trailer Mntd	Working Capacity	10 tph	to 55		hour	$15.75
8635	Mulcher, Trailer Mntd	Working Capacity	20 tph	to 120		hour	$24.75
8430	Paver, Asphalt, Towed				Does not include Prime Mover.	hour	$7.00
8431	Paver, Asphalt			to 50	Includes wheel and crawler equipment.	hour	$65.00
8432	Paver, Asphalt			to 125	Includes wheel and crawler equipment.	hour	$115.00
8433	Paver, Asphalt			to 175	Includes wheel and crawler equipment.	hour	$125.00
8434	Paver, Asphalt			to 250	Includes wheel and crawler equipment.	hour	$140.00
8436	Pick-up, Asphalt			to 110		hour	$55.00
8437	Pick-up, Asphalt			to 150		hour	$83.00
8438	Pick-up, Asphalt			to 200		hour	$110.00
8439	Pick-up, Asphalt			to 275		hour	$140.00
8660	Plow, Cable	Plow Depth	24 in	to 30		hour	$10.25

FEMA's SCHEDULE OF EQUIPMENT RATES

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8661	Plow, Cable	Plow Depth	36 in	to 65		hour	$27.75
8662	Plow, Cable	Plow Depth	48 in	to 110		hour	$31.75
8450	Plow, Snow, Grader Mntd	Width	to 10 ft		Add to Grader for total rate.	hour	$16.00
8451	Plow, Snow, Grader Mntd	Width	to 14 ft		Add to Grader for total rate.	hour	$24.00
8452	Plow, Snow, Truck Mntd	Width	to 15 ft		Add to Truck rate for total rate.	hour	$10.75
8453	Plow, Snow, Truck Mntd	Width	to 15 ft		With leveling wing. Add to Truck rate for total rate.	hour	$18.50
8470	Pump			to 4	Does not include Hoses.	hour	$2.15
8471	Pump			to 6	Does not include Hoses.	hour	$3.20
8472	Pump			to 10	Does not include Hoses.	hour	$4.10
8473	Pump			to 15	Does not include Hoses.	hour	$7.75
8474	Pump			to 25	Does not include Hoses.	hour	$9.25
8475	Pump			to 40	Does not include Hoses.	hour	$16.00
8476	Pump			to 60	Does not include Hoses.	hour	$18.75
8477	Pump			to 95	Does not include Hoses.	hour	$26.50
8478	Pump			to 140	Does not include Hoses.	hour	$31.00
8479	Pump			to 200	Does not include Hoses.	hour	$36.00
8480	Pump			to 275	Does not include Hoses.	hour	$80.00
8481	Pump			to 350	Does not include Hoses.	hour	$95.00
8482	Pump			to 425	Does not include Hoses.	hour	$120.00
8483	Pump			to 500	Does not include Hoses.	hour	$135.00
8484	Pump			to 575	Does not include Hoses.	hour	$155.00
8485	Pump			to 650	Does not include Hoses.	hour	$180.00
8510	Saw, Concrete	Blade Diameter	14 in	to 14		hour	$6.00
8511	Saw, Concrete	Blade Diameter	26 in	to 35		hour	$13.50
8512	Saw, Concrete	Blade Diameter	48 in	to 65		hour	$23.00
8513	Saw, Rock			to 100		hour	$30.00
8514	Saw, Rock			to 200		hour	$60.00
8521	Scraper	Scraper Capacity	16 cy	to 250		hour	$90.00
8522	Scraper	Scraper Capacity	23 cy	to 365		hour	$130.00
8523	Scraper	Scraper Capacity	34 cy	to 475		hour	$200.00
8524	Scraper	Scraper Capacity	44 cy	to 600		hour	$240.00
8560	Snow Blower	Capacity	2,000 tph	to 400		hour	$140.00
8561	Snow Blower	Capacity	2,500 tph	to 500		hour	$160.00
8562	Snow Blower	Capacity	3,500 tph	to 600		hour	$180.00
8550	Snow Blower, Truck Mntd	Capacity	600 tph	to 75	Does not include Truck.	hour	$37.50
8551	Snow Blower, Truck Mntd	Capacity	1400 tph	to 200	Does not include Truck.	hour	$70.00
8552	Snow Blower, Truck Mntd	Capacity	2000 tph	to 340	Does not include Truck.	hour	$110.00
8553	Snow Blower, Truck Mntd	Capacity	2500 tph	to 400	Does not include Truck.	hour	$120.00
8558	Snow Thrower, Walk Behind	Cutting Width	25 in	to 5		hour	$3.25
8559	Snow Thrower, Walk Behind	Cutting Width	60 in	to 15		hour	$7.00
8630	Sprayer, Seed	Working Capacity	750 gal	to 30	Trailer & Truck mounted. Does not include Prime Mover.	hour	$9.75
8631	Sprayer, Seed	Working Capacity	1250 gal	to 50	Trailer & Truck mounted. Does not include Prime Mover.	hour	$15.00
8632	Sprayer, Seed	Working Capacity	3500 gal	to 115	Trailer & Truck mounted. Does not include Prime Mover.	hour	$25.75
8458	Spreader, Chemical	Capacity	5 cy	to 4	Trailer & Truck mounted. Does not	hour	$4.00
8423	Spreader, Chip	Spread Hopper Width	12.5 ft	to 152		hour	$50.00
8424	Spreader, Chip	Spread Hopper Width	16.5 ft	to 215		hour	$80.00
8425	Spreader, Chip, Mntd	Hopper Size	8 ft	to 8	Trailer & Truck mounted.	hour	$3.30
8455	Spreader, Sand	Mounting	Tailgate, Chassis			hour	$3.30
8456	Spreader, Sand	Mounting	Dump Body			hour	$5.50
8457	Spreader, Sand	Mounting	Truck (10 yd)			hour	$7.50
8440	Striper	Paint Capacity	40 gal	to 22		hour	$8.75
8441	Striper	Paint Capacity	90 gal	to 60		hour	$19.00
8442	Striper	Paint Capacity	120 gal	to 122		hour	$37.00
8445	Striper, Truck Mntd	Paint Capacity	120 gal	to 460		hour	$70.00
8446	Striper, Walk-behind	Paint Capacity	12 gal			hour	$3.35
8157	Sweeper, Pavement			to 110		hour	$59.00
8158	Sweeper, Pavement			to 230		hour	$74.00
8590	Trailer, Dump	Capacity	20 cy		Does not include Prime Mover.	hour	$8.00

FEMA's SCHEDULE OF EQUIPMENT RATES

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8591	Trailer, Dump	Capacity	30 cy		Does not include Prime Mover.	hour	$14.00
8600	Trailer, Equipment	Capacity	30 ton			hour	$10.25
8601	Trailer, Equipment	Capacity	40 ton			hour	$12.50
8602	Trailer, Equipment	Capacity	60 ton			hour	$15.00
8603	Trailer, Equipment	Capacity	120 ton			hour	$25.00
8640	Trailer, Office	Trailer Size	8' x 24'			hour	$1.70
8641	Trailer, Office	Trailer Size	8' x 32'			hour	$1.75
8642	Trailer, Office	Trailer Size	10' x 32'			hour	$2.60
8610	Trailer, Water	Tank Capacity	4000 gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	$11.00
8611	Trailer, Water	Tank Capacity	6000 gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	$14.00
8612	Trailer, Water	Tank Capacity	10000 gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	$16.50
8613	Trailer, Water	Tank Capacity	14000 gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	$20.50
8650	Trencher			to 40	Walk-behind, Crawler & Wheel Mounted. Chain and Wheel.	hour	$11.75
8651	Trencher			to 85	Walk-behind, Crawler & Wheel Mounted. Chain and Wheel.	hour	$25.00
8290	Trowel, Concrete	Diameter	48 in	to 12		hour	$4.50
8680	Truck, Concrete Mixer	Mixer Capacity	13 cy	to 300		hour	$75.00
8720	Truck, Dump	Struck Capacity	8 cy	to 220		hour	$35.00
8721	Truck, Dump	Struck Capacity	10 cy	to 320		hour	$45.00
8722	Truck, Dump	Struck Capacity	12 cy	to 400		hour	$60.00
8723	Truck, Dump	Struck Capacity	18 cy	to 400		hour	$65.00
8724	Truck, Dump, Off	Struck Capacity	28 cy	to 450		hour	$105.00
8690	Truck, Fire	Pump Capacity	1000 gpm			hour	$70.00
8691	Truck, Fire	Pump Capacity	1250 gpm			hour	$80.00
8692	Truck, Fire	Pump Capacity	1500 gpm			hour	$85.00
8693	Truck, Fire	Pump Capacity	2000 gpm			hour	$90.00
8694	Truck, Fire Ladder	Ladder length	75 ft			hour	$125.00
8695	Truck, Fire Ladder	Ladder length	150 ft			hour	$150.00
8700	Truck, Flatbed	Maximum Gvw	15000 lb	to 200		hour	$20.00
8701	Truck, Flatbed	Maximum Gvw	25000 lb	to 275		hour	$22.00
8702	Truck, Flatbed	Maximum Gvw	30000 lb	to 300		hour	$25.00
8703	Truck, Flatbed	Maximum Gvw	45000 lb	to 380		hour	$43.00
8730	Truck, Garbage	Capacity	25 cy	to 255		hour	$47.00
8731	Truck, Garbage	Capacity	32 cy	to 325		hour	$55.00
8800	Truck, Pickup				Transporting people.	mile	$0.50
8801	Truck, Pickup		½ ton			hour	$14.00
8802	Truck, Pickup		1 ton			hour	$20.00
8803	Truck, Pickup		1¼ ton			hour	$22.00
8804	Truck, Pickup		1½ ton			hour	$25.00
8805	Truck, Pickup		1¾ ton			hour	$30.00
8790	Truck, Tractor	4 x 2	30000 lb	to 220		hour	$32.00
8791	Truck, Tractor	4 x 2	45000 lb	to 310		hour	$45.00
8792	Truck, Tractor	6 x 4	50000 lb	to 400		hour	$55.00
8780	Truck, Water	Tank Capacity	2500 gal	to 175	Include pump and rear spray system.	hour	$31.00
8781	Truck, Water	Tank Capacity	4000 gal	to 250	Include pump and rear spray system.	hour	$42.00
8620	Tub Grinder			to 440		hour	$85.00
8621	Tub Grinder			to 630		hour	$120.00
8622	Tub Grinder			to 760		hour	$150.00
8623	Tub Grinder			to 1000		hour	$270.00
8753	Vehicle, Recreational			to 10		hour	$3.00
8750	Vehicle, Small			to 30		hour	$7.00
8761	Vibrator, Concrete			to 4		hour	$1.15
8770	Welder, Portable			to 16	Includes ground cable and lead cable.	hour	$5.00
8771	Welder, Portable			to 34	Includes ground cable and lead cable.	hour	$11.50
8772	Welder, Portable			to 50	Includes ground cable and lead cable.	hour	$16.00
8773	Welder, Portable			to 80	Includes ground cable and lead cable.	hour	$22.00

Evangelina Garcia

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, December 20, 2011 8:11 AM
To: 'Evangelina Garcia'
Subject: FW: Draft Interlocal-City Of Edouch and Precinct One

Importance: High

You're a good student Ms. Vangie. Congrats!

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Tuesday, December 20, 2011 7:34 AM
To: 'Martha Salazar'
Subject: RE: Draft Interlocal-City Of Edouch and Precinct One

Looks good.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Monday, December 19, 2011 4:25 PM
To: 'Steve Crain'
Cc: 'Evangelina Garcia'
Subject: FW: Draft Interlocal-City Of Edouch and Precinct One
Importance: High

Mr. Crain:
Corrections made. Please review and comment as to form.
Marty

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Monday, December 19, 2011 4:07 PM
To: 'Martha Salazar'
Subject: RE: Draft Interlocal-City Of Edouch and Precinct One

Marty,
Done, please resend again for legal review with the changes.

Thank you

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: Monday, December 19, 2011 3:16 PM
To: 'Evangelina Garcia'
Subject: FW: Draft Interlocal-City Of Edouch and Precinct One

Evangelina Garcia

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, January 12, 2012 8:03 AM
To: 'Evangelina Garcia'
Subject: FW: Draft Interlocals with City Of Donna and Progreso

GOOD FOR YOU VANGIE!

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, January 11, 2012 5:41 PM
To: 'Martha Salazar'
Subject: RE: Draft Interlocals with City Of Donna and Progreso

The interlocals are fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, January 11, 2012 5:02 PM
To: 'Steve Crain'
Cc: 'Evangelina Garcia'
Subject: FW: Draft Interlocals with City Of Donna and Progreso
Importance: High

Mr. Crain:
Last revisions made. Please review and comment as to form.
Thanks,
Marty

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Wednesday, January 11, 2012 4:52 PM
To: 'Martha Salazar'
Subject: RE: Draft Interlocals with City Of Donna and Progreso

Marty:
Did the revision on Exhibit A as requested, please forward back to legal for his review as to the revision of both documents.

Thank you

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, January 11, 2012 2:01 PM
To: 'Evangelina Garcia'
Subject: FW: Draft Interlocals with City Of Donna and Progreso

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, January 11, 2012 1:48 PM
To: 'Martha Salazar'
Subject: RE: Draft Interlocals with City Of Donna and Progreso

Change Exhibit A to Personnel Hourly Rates.Thanks.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, January 11, 2012 12:40 PM
To: 'Steve Crain'
Cc: 'Evangelina Garcia'
Subject: FW: Draft Interlocals with City Of Donna and Progreso
Importance: High

Mr. Crain:
Made the revisions you recommended. Please review and comment as to form.
Marty

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Wednesday, January 11, 2012 11:57 AM
To: 'Martha Salazar'
Subject: Draft Interlocals with City Of Donna and Progreso

Marty:
These are the agreements that we discussed with Mr. Crain and have been revised to include the "Hourly Rate Schedule" as its referenced under line item #5 of the agreement as Exhibit A along with equipment cost.

Attached for legal's review as to form of documents are the agreements with City Of Donna and City Of Progreso so as to proceed forward with the agenda item.

Thank you

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

AI-31040 **20. C. 1.**

CC REGULAR

Meeting Date: 02/21/2012

Department Head: Commissioner Palacios

Department: COMM. PCT. #2

Information

CAPTION

Acceptance and approval of Construction Change Order No.3 (increase) of $4,468.75 and an additional (2) days time extension for proposed work through awarded contractor, Mission Paving Company, Inc. for "Tower Road Phase I Road & Drainage Improvement Project" reflecting items specified on change order description, with authority for County Judge or Court Member to execute document.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-122-049-0-731

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

BUDGETARY IMPACT:

PO #662859 - available amount of $181,480.90 as of 02/16/2012; Payment#1 &#2 liquidated from PO.

* Transfer AI-31041

Attachments

CO #3

PO Increase

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	02/14/2012 03:25 PM
Budget & Management	Merlen P. Munoz	02/14/2012 04:20 PM
Roland Garcia	Rolando Garcia	02/16/2012 10:22 AM
Auditor's Office	Angela Garcia	02/17/2012 03:50 PM

Form Started By: Yolanda Cisneros Started On: 02/10/2012 01:42 PM

Final Approval Date: 02/17/2012

CHANGE ORDER NUMBER THREE (3)

Project: **TOWER ROAD PHASE 1 ROAD AND DRAINAGE IMPROVEMENTS PROJECT**

DATE OF ISSUANCE: 2/14/2012 EFFECTIVE DATE: 2/14/2012

OWNER: Hidalgo County Precinct No. 2
OWNER'S CONTRACT NO: C-11-044B-06-2B

CONTRACTOR: Mission Paving Company, Inc.
P.O. Box 949
Mission, Texas 78573

ENGINEER: Raul E. Sesin, PE
Planning Administrator
Hidalgo County Planning Department
1304 South 25th Street
Edinburg, Texas 78539

You are directed to make the following changes in the Contract Documents.

Reason for Change Order:

1. Installation of one additional manhole and connection to an existing outfall
2. Contract Time Extension
3.
4.
5.
6.
7

Description:

1. 30" RCP RJ CL III 30 lf @ $37.50 = $1,125.00
2. 60" Concrete Manhole w/Ring & Cover (8' Deep) 1 ea @ $3,343.75 = $3,343.75
3. Contractor is requesting 2 calendar days for performance of the work described above
4.
5.
6.

Attachments:

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIME:
Original Contract Price $ 225,690.90		Original Contract Time for Substantial Completion: 90 calendar days or dates
Net Changes from previous Change Order $ 17,000.00		Net Change from previous Change Orders 55 calendar days
Contract Price prior to this Change Order $ 242,690.90		Contract Time prior to this Change Order Substantial Completion: 145 calendar days or dates
Net Increase(decrease) of this Change Order $ 4,468.75		Net Increase(decrease) of this Change Order 2 calendar days
Contract Price with all approved Change Orders $ 247,159.65	Net % increase(decrease)from original contract price. 9.51%	Contract Time with all approved Change Orders Substantial Completion: 147 calendar days or dates

RECOMMENDED:

By: _____ PE
Engineer (Authorized Signature)

Date: 02/07/12

APPROVED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: Feb. 7, 2012

Exhibit E-B

MISSION PAVING COMPANY, INC.

The Finest in Asphalt and Concrete Paving
Established 1948

STREETS : SUBDIVISIONS : PARKING LOTS : TRAILER PARKS : INDUSTRIAL AREAS

P.O. Box 949
MISSION, TEXAS 78573-0949

TELEPHONE (956) 585-4811
VALLEY WIDE 1-800-585-4811
FAX (956) 585-1616

Hidalgo County
C/o: Mr. Raul E. Sesin. P.E.
1304 S. 25th Street
Edinburg, Texas 78539

RE: ADDITIONAL WORK BID PROPOSAL
TOWER ROAD PHASE I PAVING & DRAINAGE IMPROVEMENTS
Contract # : C-11-044B-06-28

February 1, 2012

		Quantity	Unit	Unit Cost	Cost
	Additional Work:				
1	30" R.C.P. Rubber Joint Cl III	30	LF	$37.50	$1,125.00
2	60" Concrete Manhole w/ Ring & Cover (8' deep)	1	EA	$3,343.75	$3,343.75

Total Add Cost = **$4,468.75**

* Price includes all material, labor and equipment to perform & complete the above mentioned work.

Note: Mission Paving respectfully request 2 calander days be added to our contract if either option is accepted.

Sam Vaughn, Sales Representative
Mission Paving Company, Inc.
Date: February 1, 2012

PLANNING DEPARTMENT
COUNTY OF HIDALGO
1304 South 25th Street
Edinburg, Texas 78539
Tel. (956) 318-2840 • Fax. (956) 318-2844

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

LETTER OF TRANSMITTAL

TO: YOLI CISNEROS, ADMINISTRATIVE ASST. II, HC PCT. NO. 2 DATE: 02-07-12

FROM: NORA D. CAVAZOS, ADMINISTRATIVE ASST. III

RE: TOWER ROAD PHASE I STREET & DRAINAGE IMPROVEMENTS PROJECT

WE ARE SENDING YOU: ☐ VIA MAIL ☒ VIA COURIER TOTAL NUMBER OF DOCUMENTS: 2

ITEM NO.	DESCRIPTION
1	CHANGE ORDER No. 3
2	SUPPORTING DOCUMENTATION FROM CONTRACTOR

☒ FOR APPROVAL ☐ FOR YOUR USE ☐ AS REQUESTED ☐ FOR REVIEW AND COMMENTS
☐ PRINTS/PLANS RETURNED AFTER LOAN TO US

OTHER: **PLEASE PLACE ON THE NEXT COMMSSIONER'S COURT MEETING OF 02-14-12**

REMARKS:

RECEIVED BY: Yolanda Cisneros DATE: 2/7/2012

PLEASE NOTIFY US AT ONCE IF ENCLOSURES ARE NOT AS NOTED

PURCHASE ORDER INCREASE
COUNTY OF HIDALGO

Department: Hidalgo County Precinct #2
Contact Name: Yoli Cisneros
Telephone # (956) 787-1891

Purchase Order Number: ***662859***
Increase # 02 for this Purchase Order
Procurement Method:

- ❑ Contract # C-11-044B-06-28
- ❑ Cooperative Awarded Vendor (TBPC State Award, TCPN, TASB-Buyboard)
- ❑ Quotes over $1,000.00 (verbal quotes)
- ❑ Quotes over $5,000.00 (attach written quotes)

TO: Vendor Number: 25119
Vendor Name: MISSION PAVING CO., INC
Address: P. O. BOX 949
MISSION, TX 78573-0949

Increase Purchase Order for the following items:

Quantity	UOM	Description	Unit Price	Amount
		Amount of Original Purchase Order		$225,690.90
1	EACH	CHANGE ORDER NO.3	$4,468.75	$4,468.75
		AFTER APPROVAL PLEASE SEND COPY TO COUNTY AUDITOR TO THE ATTENTION OF LUPITA GARZA		
		Amount of Increase Request		$4,468.75
		TOTAL AMOUNT		***$247,159.65***

Account Number: **2-1200-431-00-122-049-0-731**

Reason: INCREASE NEEDED DUE TO CHANGE ORDER #3- WITH COURT APPROVAL AI-31040

Authorization: _____ FEBRUARY 10, 2012
Department Head — Date

Reviewed by: _____ _____
Purchasing Department — Date

Approved By: _____ _____
Purchasing Agent — Date

Approved By: _____ _____
Hidalgo County Auditor — Date

AI-31103 **20. C. 2.**

CC REGULAR

Meeting Date: 02/21/2012

Submitted For: Commissioner Palacios Submitted By: Yolanda Cisneros, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Acceptance and approval of Construction Change Order No.4 for additional (10) days time extension due to weather with awarded contractor, Saenz Utility Contractor, LTD. "El Dora Street & Drainage Improvement Project", with authority for County Judge or Court Member to execute document.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1200-431-00-122-052-0-731

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

BUDGETARY IMPACT:

PO #662862; PO increases have been submitted.

New Contract Amount will be $194,336.81.

Attachments

CO #4

backup

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	02/17/2012 10:40 AM
Budget & Management	Merlen P. Munoz	02/17/2012 10:42 AM
Roland Garcia	Rolando Garcia	02/17/2012 11:22 AM
Auditor's Office	Angela Garcia	02/17/2012 03:50 PM

Form Started By: Yolanda Cisneros Started On: 02/15/2012 05:03 PM

Final Approval Date: 02/17/2012

CHANGE ORDER NUMBER FOUR (4)

Project: **EL DORA STREET AND DRAINAGE IMPROVEMENTS PROJECT**

DATE OF ISSUANCE: 2/21/2012 EFFECTIVE DATE: 2/21/2012

OWNER: Hidalgo County Precinct No. 2
OWNER'S CONTRACT NO: C-11-043A-06-28

CONTRACTOR: Saenz Utility Contractors, Ltd.
22290 N. FM 88
Edcouch, TX. 78538

ENGINEER: Raul E. Sesin, PE
Planning Administrator
Hidaldo County Planning Department
1304 South 25th Street
Edinburg, Texas 78539

You are directed to make the following changes in the Contract Documents.

Reason for Change Order:

1. Contract Time Extension
2.
3.
4.

Description:

1. Inclement weather days (10 days)
2.
3.
4.
5.
6.
7.
8.
9.

Attachments:

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIME:
Original Contract Price $ 177,980.05		Original Contract Time for Substantial Completion: 90 calendar days or dates
Net Changes from previous Change Order $ 16,356.76		Net Change from previous Change Orders 45 calendar days
Contract Price prior to this Change Order $ 194,336.81		Contract Time prior to this Change Order Substantial Completion: 135 calendar days or dates
Net Increase(decrease) of this Change Order $ -		Net Increase(decrease) of this Change Order 10 calendar days
Contract Price with all approved Change Orders $ 194,336.81	Net % increase(decrease)from original contract price. 9.19%	Contract Time with all approved Change Orders Substantial Completion: 145 calendar days or dates

RECOMMENDED:

By: _____
Enigineer (Authorized Signature)

Date: 02/15/12

APPROVED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: 2-15-12

Exhibit E-B

Saenz Utility Contractors

22290 N. FM 88, Edcouch, TX 78538
Ph: (956) 262-8506 / Fax: (956) 262-6493

Order No. 4
Date 2/15/12

CONTRACT CHANGE ORDER REQUEST

Project Name: El Dora Road Street & Drainage Improvements Project

Owner: Hidalgo County Pct. 2

Description of Changes	Decrease in contract price	Increase in contract price
10 days - Request for Contract Time Extension		
Totals	$ -	$ -
Net Change In Contract Price	$ -	

Reasons:

Request for extra days due to inclement weather incurred on the jobsite from February 5th - February 15th.

The amount of the Contract will be (Decreased) (Increased) by the Sum of: UNCHANGED

Dollars ($)

The Contract Total Including this and previous Change Order Will be: one hundred ninety-four thousand three hundred thirty-six dollars and eighty-one cents Dollars ($ 194,336.81)

The Contract Period Provided for Completion Will Be (Increased) (Decreased) (Unchanged): 10 Days.

Requested by: Jose L Saenz
Contractor

2/15/12
Date

AI-31133 **20. C. 3.**

CC REGULAR

Meeting Date: 02/21/2012

Department Head: Comm. Hector

Department: EXECUTIVE OFFICE

Information

CAPTION

Requesting approval of "Supplemental Agreement No. 1" for R. Gutierrez Engineering Corporation, Contract #C-10-376-12-14 resulting in an estimated cost increase of $33,600.00 for services under the Work Authorization No. 5 for the McColl Off-Site Drain Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-122-047-0-733

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

BUDGETARY IMPACT:

Funding available in the amount of $38,136.00 as of 2/9/12

*WA#5 approved on 8/30/2011 AI 28169

**Req. #211083

Attachments

SA

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	02/17/2012 02:47 PM
Budget & Management	Merlen P. Munoz	02/17/2012 03:00 PM
Auditor's Office	Angela Garcia	02/17/2012 03:50 PM

Form Started By: Monica Badillo Started On: 02/17/2012 12:51 PM

Final Approval Date: 02/17/2012

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. 1
TO WORK AUTHORIZATION NO. 5
Contract No. C-10-376-12-14

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions 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".

WHEREAS, OWNER and ENGINEER executed Work Authorization No. 5 to Contract No. C-10-376-12-14, on the 30th day of August 2011, to provide professional surveying services for Boundary Surveying for use in developing a proposed drainage improvement project. The proposed project is for an off-site drainage ditch for McColl Road along Thomas Road, and it has now become necessary to revise the scope of work to include additional services;

WHEREAS, in Work Authorization No. 1, the estimated cost for services under the Work Authorization are $19,200.00, and it has now become necessary to revise the estimated cost;

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, OWNER and ENGINEER agree to the following amendment to Work Authorization No. 5 as follows:

1. The scope of services is supplemented by adding the following:
   The ENGINEER will develop additional survey parcels with metes and bounds for use in obtaining ROW for the McColl Road Off-Site Drain Ditch along Thomas Road.

2. The estimated cost for services under this Work Authorization is $33,600.00.

3. Except as amended by this Supplemental Agreement, the remaining provisions of the Agreement are unchanged and shall remain in full force and effect.

IN WITNESS WHEREOF, the ENGINEER and OWNER have caused this Supplemental Agreement to Work Authorization No. 5, for Professional Engineering Services to be executed as of the ____ day of _____ 2012.

R. GUTIERREZ ENGINEERING CORPORATION

BY: _____
Ramiro Gutierrez, P.E., President

HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Proposed Fee

TASK	COST
Boundary Survey Services Fee	
BOUNDARY SURVEY (Est. 14 Parcels @ $2,400 per Parcel)	$33,600
TOTAL (Suveying Services Fee)	**$33,600**

Note: Boundary Surveying will be billed for the actual amount of Parcels surveyed at the rate of $2,400 per parcel.

R. Gutierrez Engineering Corporation

January 10, 2012

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
300 W. Hall Acres
Suite G
Pharr, TX 78577

RE: Supplemental Agreement No. 1 to Work Authorization No. 5 – Boundary Surveying Services for McColl Road II Off-Site Drain Ditch along Thomas Road
ENG10.105

Dear Commissioner Palacios:

Enclosed are two original signature copies of the proposed Supplemental Agreement No. 1 to Work Authorization No. 5 of the 2010 Road & Bridge Contract. This supplemental agreement is to add parcel surveys to the scope of work and to increase the maximum amount payable on the Work Authorization.

The scope of work is being increased by requiring engineer to develop additional parcel surveys. An estimated 6 parcel surveys are being added to this work authorization. The maximum amount payable under this work authorization will be increased by $14,400.00.

If this Supplemental Agreement No. 1 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

130 E Park – Pharr, TX 78577 – Tel: 956-782-2557 – Fax: 956-782-2558 – E-mail: rgutierrez@rgutierrezengineering.com

R. Gutierrez Engineering Corporation

Transmittal Form

TO: Commissioner Palacios
Hidalgo County Precinct No. 2
300 W. Hall Acres, Suite G
Pharr, TX 78577

FROM: Jaime Jaimez, Jr.
SUBJECT: McColl Road II Off-Site Drainage Parcel Surveys
PROJECT NO.: ENG10.105
DATE: January 10, 2012

WE ARE SENDING YOU X ATTACHED ___ UNDER SEPARATE COVER VIA Hand Delivery THE FOLLOWING ITEMS:

___ BLUEPRINTS	___ PLANS	___ SHOP DRAWINGS	___ CD
___ CHANGE ORDER	___ SAMPLES	___ PAYMENT REQUEST	___ OTHER: INVOICE
___ BID TABULATION	X CONTRACT DOCUMENTS	___ RECORD DRAWINGS	___ 3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1	1/10/2012	Cover Letter
2	-	Supplemental Agreement No. 1 to WA#5

THESE ARE TRANSMITTED AS CHECKED BELOW:

___ FOR BIDS DUE	___ APPROVED AS NOTED	___ FOR YOUR RECORDS
___ FOR APPROVAL	___ APPROVED AS SUBMITTED	___ FOR YOUR ACKNOWLEDGEMENT
___ FOR YOUR USE	___ RETURN FOR CORRECTIONS	___ RESUBMIT FOR APPORVAL
___ AS REQUESTED	X FOR FURTHER PROCESSING	___ ON LOAN
___ FOR REVIEW AND COMMENT	___ FOR SIGNATURE	___ OTHER

COMMENTS:

Copy Distribution: file 1/10/2012 Received by: Olga Lerma

130 East Park Ave. - Pharr, TX 78577 - Tel: 956 - 782 - 2557 - Fax: 956 - 782 - 2558 - Email: jaime@rgutierrezengineering.com

AI-31125 **20. D. 1.**

CC REGULAR

Meeting Date: 02/21/2012

Department Head: Constable, Pct. #2-Alaniz

Department: EXECUTIVE OFFICE

Information

CAPTION

Acceptance and approval of Work Authorization No. 3 with Paul M. Vazaldua d/b/a Vazaldua & Associates in the amount of ($ 3,500.00) for (Preparation of a grant proposal to the office of the Governor Criminal Justice Division in order to increase the amount of deputy constables for the public safety of Precinct Two as well as to provide security service to the offices of the Justices of the Peace) in connection to contract #C-11-269-10-18-"Professional Services Agreement" for the purposes of providing "Consulting Services" in the categories which include specific grants and related areas for Judicial Court Functions and Efficiencies for the following categories, but not limited to; a) Improving the Judicial System; b) Human Trafficking Programs and; c) Programs to Protect Women against Domestic Violence.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-421-00-292-001-0-311

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

BUDGETARY IMPACT:

Funds available as of 02/17/12. (Emergency transfer from co. wide admin- contingency submitted to Auditor's office on 02-17-12)

Attachments

work authorization

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	02/17/2012 10:33 AM
Budget & Management	Merlen P. Munoz	02/17/2012 10:43 AM
Rosalinda Cantu	Rosie Cantu	02/17/2012 03:45 PM
Auditor's Office	Angela Garcia	02/17/2012 03:50 PM

Form Started By: Monica Badillo Started On: 02/16/2012 04:50 PM

Final Approval Date: 02/17/2012

HIDALGO COUNTY

Professional Consulting Services

Contract #C-11-269-10-18

WORK AUTHORIZATION NO. 3

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the Service Contract made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **VAZALDUA & ASSOCIATES,** "Professional Consultant" of McAllen, Texas, hereinafter called **"Consultant".**

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Consultant** to provide consulting services as it pertains to the following:

Prepare a grant proposal to the office of the Governor Criminal Justice Division in order to increase the amount of deputy constables for the public safety of Precinct Two as well as to provide security service to the offices of the Justices of the Peace. In addition the grant funding source will allow for us to seek funds for surveillance equipment for the Justice's of the Peace Offices in Precinct Two.

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 **Consultant** is identified in **Exhibit "B"-Scope of Services to be provided by the Consultant** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this ***Work Authorization #3*** is **$ 3,500.00**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "C".**

PART 3. PAYMENT

Compensation and payment to the Consultant for the services established under this Work Authorization shall be made in accordance with applicable sections of the Agreement.

PART 4. FUNDING

This Work Authorization No. 3 shall be funded through funding source:
Account No. **2-1100-421-00-292-001-0-311**
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 terminate2/25/12 as indicated in the "Exhibit B-Preliminary Work Schedule".

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____ _____**, 2012.**

THE CONSULTANT:
VAZALDUA & ASSOCIATES

BY:_____
Paul Vazaldua, Principal Consultant

THE OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Services to be provided by the Consultant
ATTACHMENT "B" - Scopes of Work
ATTACHMENT "C" - Estimated Cost Proposal
ATTACHMENT "D" - Rate / Fee Schedule

ATTACHEMNT “A”

SERVICES TO BE PROVIDED BY THE CONSULTANT

Professional Grant Writing Services for the Solicitation of Federal, State, Private, or Other Sources for the following:

1. Grants which entice the improvements of the Judicial System

2. Grants which develop courts and/or programs to assist in cases of Human Trafficking

3. Grants which develop courts and/or programs to assist in cases on Violence Against Woman

4. Grant which will provide general improvement to the entire judicial system

Scope of Work includes the following but not limited to:

ATTACHEMENT "B"

Scope of Work

Work Authorization Number Three

Prepare a grant proposal to the office of the Governor Criminal Justice Division in order to increase the amount of deputy constables for the public safety of Precinct Two as well as to provide security service to the offices of the Justices of the Peace. In addition the grant funding source will allow for us to seek funds for surveillance equipment for the Justice's of the Peace Offices in Precinct Two.

ATTACHMENT “C”

ESTIMATED COST PROPOSAL

Cost for work authorization number three is $3,500.00

ATTACHMENT “D”

TASK NUMBER	%	Inv Date	SCHEDULE	INVOICE
Prepare Grant	100	2/25/12	Invoice Number One	$3,500.00

AI-31129 **20. D. 2.**

CC REGULAR

Meeting Date: 02/21/2012

Department Head: Constable-Celestino Avila, Pct. #1

Department: PURCHASING DEPT.

Information

CAPTION

Pursuant with CC approved (6-22-09) action to permit Hon. Constable-Pct. #1, Celestino Avila, to participate, select and receive federal military suplus items through Texas 1033 Surplus Property Program, requesting approval to accept three (3) vehicles (further described in attachments) upon notification that said vehicles are ready to be picked up in San Antonio.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Related espenditures would include, but not limited to, fuel, insurance, maintenance, etc. which would need to addressed and identified by either Constable's budget or throught DBM.

Attachments

back up

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	02/17/2012 10:33 AM
Budget & Management	Merlen P. Munoz	02/17/2012 10:45 AM
Auditor's Office	Angela Garcia	02/17/2012 03:50 PM

Form Started By: Marty Salazar Started On: 02/17/2012 09:46 AM

Final Approval Date: 02/17/2012

LESO Detail for DTID: W90QKL13537003A

LESO Sequence Number: 2109715

Click here to cancel this requisition.

Detail Information

Product Name	TRUCK UTILITY
RIC	SY6A
DRMO Name	SAN ANTONIO
National Stock Number	2320011077155
Quantity Available	1
Quantity on Hand	1
Original Acquisition Price	$34,735.00
Unit of Issue	EA

Leso History

Trans Date	*Quantity*	*Action*	*Approver*	*Comments*
02/14/2012 11:15:50	1	Request submitted by LEA.		vehicle will be utilized by Constable Precent 1 Office for the rough terrain areas for drug interdiction, surveillance and special operations
02/14/2012 12:42:42	1	Request approved by State Coordinator.	YTX0005	
02/14/2012 12:57:34	1	Request assigned for LESO approval.		Assigned to S9D3988 by S9D3522
02/14/2012 14:49:22	1	Request deassigned for LESO approval.		Deassigned by S9D3522
02/14/2012 14:53:58	1	Request assigned for LESO approval.		Assigned to S9D3522 by S9D3522
02/14/2012 15:42:11	1	Request approved by LESO.	S9D3522	
02/15/2012 00:00:00	1	Request approved by Milstrip.	MILSTRIP	

Milstrip History

Requisition Number: [redacted]	Priority Code: 15	Project:

LESO Detail for DTID: W90QKL13537002A

LESO Sequence Number: 2109716

Click here to cancel this requisition.

Detail Information

Product Name	TRUCK UTILITY
RIC	SY6A
DRMO Name	SAN ANTONIO
National Stock Number	2320011077155
Quantity Available	1
Quantity on Hand	1
Original Acquisition Price	$34,735.00
Unit of Issue	EA

Leso History

Trans Date	*Quantity*	*Action*	*Approver*	*Comments*
02/14/2012 11:15:50	1	Request submitted by LEA.		vehicle will be utilized by Constable Precent 1 Office for the rough terrain areas for drug interdiction, surveillance and special operations
02/14/2012 12:42:42	1	Request approved by State Coordinator.	YTX0005	
02/14/2012 12:57:34	1	Request assigned for LESO approval.		Assigned to S9D3988 by S9D3522
02/14/2012 14:49:22	1	Request deassigned for LESO approval.		Deassigned by S9D3522
02/14/2012 14:53:58	1	Request assigned for LESO approval.		Assigned to S9D3522 by S9D3522
02/14/2012 15:42:11	1	Request approved by LESO.	S9D3522	
02/15/2012 00:00:00	1	Request approved by Milstrip.	MILSTRIP	

Milstrip History

Requisition Number: H9DEBJ20459962	Priority Code: 15	Project:

LESO Detail for DTID: W90QKL13537001A

LESO Sequence Number: 2109717

Click here to cancel this requisition.

Detail Information

Product Name	TRUCK UTILITY
RIC	SY6A
DRMO Name	SAN ANTONIO
National Stock Number	2320011077155
Quantity Available	1
Quantity on Hand	1
Original Acquisition Price	$34,735.00
Unit of Issue	EA

Leso History

Trans Date	*Quantity*	*Action*	*Approver*	*Comments*
02/14/2012 11:15:51	1	Request submitted by LEA.		vehicle will be utilized by Constable Precent 1 Office for the rough terrain areas for drug interdiction, surveillance and special operations
02/14/2012 12:42:42	1	Request approved by State Coordinator.	YTX0005	
02/14/2012 12:57:34	1	Request assigned for LESO approval.		Assigned to S9D3988 by S9D3522
02/14/2012 14:49:22	1	Request deassigned for LESO approval.		Deassigned by S9D3522
02/14/2012 14:53:58	1	Request assigned for LESO approval.		Assigned to S9D3522 by S9D3522
02/14/2012 15:42:10	1	Request approved by LESO.	S9D3522	
02/15/2012 06:00:00	1	Request approved by Milstrip.	MILSTRIP	

Milstrip History

Requisition Number: H9DEB120459963	Priority Code: 15	Project:

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.

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 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) 782-5683.

State Points of Contact:

Assigned, alphabetically to agencies A thru L:
SGT Audrey M. Foushee audrey.foushee@us.army.mil

Assigned, alphabetically to agencies M thru Z:
SGT Rondy L. Kilpatrick rondy.kilpatrick@us.army.mil

CONSTABLE CELESTINO AVILA JR.

CHIEF DEPUTY BLANCA I. SANCHEZ CONSTABLE CLERK JUAN M. HERNANDEZ

HIDALGO COUNTY CONSTABLE DEPARTMENT PRECINCT 1
1902 JOE STEPHENS, SUITE 303, WESLACO, TX 78596
PHONE (956) 447-3775 • FAX (956) 447-8614

FAX COVERSHEET

DATE: 02-15-12

TO: Martha Salazar

COMPANY NAME: Hidalgo County Purchasing Dept.

FAX NO: 318-2620

FROM: Constable Celestino Avila Jr.

PHONE NO: 956-447-3775

NUMBER OF PAGES INCLUDING THIS PAGE:

COMMENTS:

AI-15841

16.A.

Approval to apply for Texas 1033 Surplus Property Program
CC REGULAR

Date: 06/22/2009
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: Constable Precinct No. 1
Department: BUDGET & MANAGEMENT
Agenda Category: Constables **Purchasing only:** Constables

Information

CAPTION

Constable Pct. #1:
Approval to apply for the Texas 1033 Surplus Property Program with State of Texas for the transfer of property from the Department of Defense.

BACKGROUND

Application pending legal review.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
No funding required. rc

Attachments

Link: Application

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Rosie Cantu	06/18/2009 03:58 PM	APRV
2	Budget & Management	Veronica Lopez	06/18/2009 04:14 PM	APRV
3	Sylvia Solis	Sylvia Solis	06/18/2009 05:05 PM	APRV
4	Auditor's Office		06/18/2009 05:09 PM	NEW

Form Started By: Rosie Cantu Started On: 06/03/2009 01:26 PM
Final Approval Date: 06/18/2009

LAW ENFORCEMENT AGENCY (LEA)
APPLICATION FOR PARTICIPATION

* This form must be updated and resubmitted within 30 days of any changes as they occur.

☐ NEW ☒ UPDATE

AGENCY: Hidalgo County Constable Pct. 1 DATE: (MM/DD/YYYY) 01/22/2010

ADDRESS (No P.O. Box): 1902 Joe Stephens Ave Suite #3

CITY: Weslaco STATE: Texas

ZIP: 78596 EMAIL: jose.espinoza@co.hidalgo.tx.us

PHONE: 956-447-3775 FAX: 956-447-8614

* By signing this application, the Chief Executive Official or Head of Agency (Local Field Office) certifies that their compensated officers have the powers of arrest and apprehension.

NUMBER OF SWORN OFFICERS

FULL-TIME: 11 PART-TIME: 0 RESERVE: 7

SCREENER(S)/POC(S), WEAPONS POC & AIRCRAFT POC MUST BE AUTHORIZED IN WRITING BY THE GOVERNOR APPOINTED STATE COORDINATOR

SCREENER/POC #1 Joe F. Espinosa

SCREENER/POC #2 Blanca I. Sanchez

SCREENER/POC #3 Jorge Garrett

SCREENER/POC #4 Constable Celestino Avila Jr.

WEAPONS POC Martin Blanco Jr.

AIRCRAFT POC

Inventory Check

Does the Agency currently have any Equipment from the 1208/1033 Program: ☐ YES ☒ NO

WEAPONS: ☐ YES ☒ NO AIRCRAFT: ☐ YES ☒ NO APCs: ☐ YES ☒ NO

HMMV: ☐ YES ☒ NO WATERCRAFT: ☐ YES ☒ NO VEHICLES: ☐ YES ☒ NO

* By signing this application, the Chief Executive Official or Head of Agency (Local Field Office) is aware of LESO property currently in the possession of their department or agency.

* 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.

STATE & LOCAL AGENCIES

CHIEF EXECUTIVE OFFICIAL:

Celestino Avila Jr.
PRINTED NAME

SIGNATURE

STATE COORDINATOR:

PRINTED NAME

SIGNATURE

FEDERAL AGENCIES

HEAD OF AGENCY:
(LOCAL FIELD OFFICE)

PRINTED NAME

SIGNATURE

TEXAS 1033 SURPLUS PROPERTY PROGRAM
SUPPLEMENTAL DATA SHEET

Date: 1/22/2010

Agency: 215101

Phone: (956) 447-3775 **Alternate Phone:** (956) 246-8152

Fax: (956) 447-8614

Website (if applicable): hccp1@co.hidalgo.tx.us

Screener #1: Joe F. Espinosa Deputy Constable jose.espinonza@co.hidalgo.tx.us
RANK / NAME / E-MAIL ADDRESS

Screener #2: Chief Deputy Blanca Sanchez
RANK / NAME / E-MAIL ADDRESS

Screener #3: Constable Celestino Avila Jr
RANK / NAME / E-MAIL ADDRESS

Screener #4: Jorge Garrett Deputy Consstable
RANK / NAME / E-MAIL ADDRESS

Weapons Officer: Martin Blanco Jr
RANK / NAME / E-MAIL ADDRESS

AGENCY CHIEF EXECUTIVE OFFICIAL[1]

Signature: _____

Name: Celestino Avila Jr

Title: Constable

Email: _____

AUTHORIZED OFFICIAL[2]

Signature: _____

Name: Rene A. Ramirez

Title: County Judge

Email: _____

[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 LETTER

TO: JFTX-LES-CD/1033
ATTN: Texas 1033 Program
2200 W. 35TH Street
BLDG 41
Austin, TX 78703

AGENCY: HIDALGO COUNTY CONSTABLE DEPT. PCT. 1

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.

AI-30940 **20. E. 1.**

CC REGULAR

Meeting Date: 02/21/2012

Department Head: Martha L. Salazar

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting exemption from competitive bidding requirement under the Texas Local Government Code, Section 262.024(a)(7)(a) proprietary software in connection with On-line Research Services for Hidalgo County;

b. Requesting approval of agreement(s) if applicable for-On-line Research Services with Lexis Nexis including but not limited to the following Hidalgo County department(s):

1. HIDTA Task Force

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1254-412-00-270-014-0-342

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

BUDGETARY IMPACT:

Funds in the amount of $3,500.00 available as of 02/13/2012.

FISCAL YEAR: 2011 **ACCT. #:** 1-1254-412-00-270-014-0-342

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

BUDGETARY IMPACT:

Funds in the amount of $1,610.00 as of 02/13/2012, pending rollover of funds.

Attachments

AGREEMENT

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	02/08/2012 01:42 PM
Budget & Management	Merlen P. Munoz	02/08/2012 01:45 PM
Sylvia Solis	Sylvia Solis	02/14/2012 09:33 AM
Auditor's Office	Angela Garcia	02/17/2012 03:50 PM

Form Started By: Rocio Villarreal Started On: 02/06/2012 09:24 AM

Final Approval Date: 02/17/2012

SLG

SUBSCRIPTION PLAN AMENDMENT
FOR STATE/LOCAL GOVERNMENT

"**Subscriber**": Hidalgo County HIDTA	"**LN**": LexisNexis, a division of Reed Elsevier Inc.

This Subscription Plan Amendment ("Amendment") amends and supplements the terms of the Subscription Agreement either previously entered into or executed simultaneously herewith between LN and Subscriber (the "Agreement"). This Amendment shall also serve as Subscriber's acceptance of the new General Terms & Conditions for Use of the Online Services effective September 1, 2010 set forth at www.lexisnexis.com/terms/general.

1. TERM

The term of this Amendment will begin (a) on the date Subscriber's billing account (a "Billgroup") is activated ("Activation") if Subscriber is a new LN customer, or (b) subject to Section 7, on the first day of the calendar month immediately following the execution of this Amendment and delivery of it to LN if Subscriber is an existing LN customer, and will continue until the last day of the final Commitment Period referenced in Section 5.1 (the "Term").

2. AUTHORIZED USERS

This Amendment relates only to the Subscriber's Billgroups and locations (the "Participating Billgroups") set forth below and the Authorized Users under the Participating Billgroups. "Authorized User" shall have the meaning set forth in the Agreement.

PARTICIPATING BILLGROUP #	LOCATION (CITY AND STATE)
145MSM	Edinburg, TX

3. CERTIFICATION

Subscriber certifies, by completing *all* highlighted areas, that on the date this Amendment is signed by Subscriber there are 0 judges and attorneys, and 2 government professionals for a total of 2 users (the "Reference Number") in Subscriber's organization. Throughout the Term, Subscriber will immediately notify LN in writing of any change in the Reference Number if the total number of judges and attorneys falls below 11. Upon the request of LN, Subscriber will recertify to the Reference Number.

4. MONTHLY SUBSCRIPTION CHARGE

During the Term, the Monthly Subscription Charge in Section 3 of the then-current applicable price schedule (the "Price Schedule") will be waived.

5. PREFERRED PRICING MATERIALS AND CHARGES

5.1 In consideration of Subscriber's payment to LN of the monthly commitment amounts specified below (the "Monthly Commitment"), the Participating Billgroups will be provided access to and use of certain Materials, products, services and features, identified below by source/menu number (the "Preferred Pricing Materials"), available in the *lexis.com*[SM] service or the LN Online Services accessed via proprietary software (the "Classic Online Services"). If Subscriber is an existing LN customer and this is a revision to Subscriber's Preferred Pricing Materials and Monthly Commitment, fees will be prorated for the month in which the change becomes effective if the change occurs other than on the first day of the month. At no additional charge, the Participating Billgroups may do offline printing, online printing and saving to disk of Preferred Pricing Materials. If your subscription includes Research Advantage, then your access to and use of Research Advantage shall be subject to and governed by the additional terms and conditions set forth in the software media at the time of its installation.

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	PREFERRED PRICING MATERIALS	SOURCE/MENU NUMBER	SHEPARDS
(a)	Investigative Portal	RK0IVP	
(b)	Investigative Portal: Sub News	IVP0NB	
(c)	Investigative Portal: Sub Pub Rc	SPRIVP	
(d)			
(e)			
(f)			
(g)			
(h)			
(i)			
(j)			
(k)			
(l)			
(m)			
(n)			
(o)			

☐ See attached Rider No. 1 for additional Preferred Pricing Materials

COMMITMENT PERIOD(S)				MONTHLY COMMITMENT
Beginning	2/1/2012	to 1/31/2013	$	345
Beginning	2/1/2013	to 1/31/2014	$	360
Beginning		to	$	
Beginning		to	$	
Beginning		to	$	
Beginning		to	$	
Beginning		to	$	

5.2 During the Term, the Monthly Commitment will be billed in lieu of the Information Charges specified in Section 1 of the Price Schedule for all access to and use of the Preferred Pricing Materials, except as otherwise provided in Section 5.3 and Section 6 (if elected) below.

5.3 The following Materials accessible from, but not included as part of the Preferred Pricing Materials, will be subject to monthly billing at the then-current standard undiscounted rates in accordance with the Price Schedule: (a) selected Images (those that include a charge in the Price Schedule); (b) Dun & Bradstreet Reports; and (c) Risk Solutions.

5.4 Included in Subscriber's *lexis.com*® subscription, Subscriber will be granted access to the Lexis® Advance ("Lexis Advance") product offering when it becomes generally available to Subscriber's market and price plan. Upon release, the Lexis Advance offering may be designed primarily for specific types of users within Subscriber's organization whom LN may recommend as the target user group, but IDs will be progressively released throughout the organization as additional functionality and content is made available. To the extent available in Lexis Advance, Subscriber will have access to the same content in Lexis Advance as it currently has access to under this Amendment, including Subscriber's access to materials outside its subscription (e.g., if Subscriber currently has access to out-of-plan usage, Subscriber will have access to content on a transactional basis in Lexis Advance). If Subscriber has access to out-of-plan content in Lexis Advance, Subscriber agrees to pay the then-current transactional charges for such content as such charges are available to Subscriber in the Lexis Advance user interface at the time the document is accessed. Although Subscriber will be entitled to access the Lexis Advance product offering as part of its subscription, LN may also release premium functionality or enhanced content for an additional charge. Subscriber will be given the option to purchase these upgrades at its discretion.

6. ADDITIONAL CHARGES

The Participating Billgroups may have access to and use of the LN services and features not accessed through the Preferred Pricing Materials ("Alternate Pricing Materials"). If Subscriber so elects by initialing below, or by notifying LN at a later date, Subscriber will have access through the Alternate Pricing Materials at then-current undiscounted rates in accordance with the Price Schedule in addition to the Monthly Commitment.

_____ **Subscriber elects access to the Alternate Pricing Materials**
(Initial)

7. CLOSED OFFER

The offer of LN contained herein is valid until January 31, 2012. In order to implement this Amendment by the first day of a calendar month, LN must receive this signed Amendment by the 20th day of the preceding month.

8. CONFIDENTIAL INFORMATION

Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Amendment in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 8 will survive the termination or expiration of this Amendment.

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9. SUPPORT AND TRAINING

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of the LN Online Services through:

(a) Mandatory basic training in the use of the Online Services by LN for all Authorized Users;

(b) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;

(c) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and

(d) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Amendment.

10. MISCELLANEOUS

10.1 During the Term, use by and charges to the Participating Billgroups will not be eligible for other discounts or aggregation with the use of or charges for other billgroups.

10.2 During the Term, Subscriber may not terminate the Agreement. This Amendment may be terminated by Subscriber after the second Commitment Period on the last day of any calendar month upon at least 30 days prior written notice to LN. This Amendment may also be terminated by Subscriber on 10 days prior written notice to LN in the event of any increase in the Monthly Commitment, excluding any increases listed in Section 5.1. To be effective, notice of termination pursuant to the preceding sentence must be given within 90 days of the increase.

10.3 UPON TERMINATION OR EXPIRATION OF THIS AMENDMENT, CONTINUED USE OF THE ONLINE SERVICES BY SUBSCRIBER IS GOVERNED BY THE AGREEMENT AND WILL BE BILLED IN ACCORDANCE WITH THE PRICE SCHEDULE.

10.4 All capitalized terms not defined herein will have the meanings ascribed to them in the Agreement, including the Price Schedule.

10.5 Except as expressly modified by this Amendment, all other terms and conditions of the Agreement will remain in full force and effect and unaffected by this Amendment. In the event of a conflict or inconsistencies between the Agreement and this Amendment, this Amendment will control.

AGREED TO AND ACCEPTED BY:

HIDALGO COUNTY HIDTA SUBSCRIBER	**LexisNexis, a division of Reed Elsevier Inc.**
BY:	**BY:**
NAME: RAMON GARCIA	**NAME:**
TITLE: COUNTY JUDGE	**TITLE:**
DATE: 2/14/12	**DATE:**

THIS AMENDMENT DOES NOT BIND EITHER PARTY UNTIL IT HAS BEEN ACCEPTED BY BOTH PARTIES. SUBSCRIBER MAY ACCEPT THIS AMENDMENT BY SIGNING ABOVE. LN MAY ACCEPT THIS AMENDMENT BY PERFORMING ACCORDING TO THIS AMENDMENT OR BY SIGNING ABOVE.

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AI-30951 **21. C.**

CC REGULAR

Meeting Date: 02/21/2012

Department Head: Valde Guerra

Department: SAFETY DIVISION

Information

CAPTION

Claim of Verizon

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/06/2012 02:07 PM
Auditor's Office	Arcilia Duran	02/06/2012 05:49 PM
Purchasing Department	Marty Salazar	02/07/2012 05:43 PM

Form Started By: Aida Alvarez Started On: 02/06/2012 01:50 PM

Final Approval Date: 02/07/2012

AI-30954 **21. D.**

CC REGULAR

Meeting Date: 02/21/2012

Department Head: Valde Guerra

Department: SAFETY DIVISION

Information

CAPTION

Claim of William Spencer

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/06/2012 03:54 PM
Auditor's Office	Arcilia Duran	02/06/2012 05:49 PM
Purchasing Department	Marty Salazar	02/07/2012 05:44 PM

Form Started By: Aida Alvarez Started On: 02/06/2012 02:37 PM

Final Approval Date: 02/07/2012

AI-30974 **21. E.**

CC REGULAR

Meeting Date: 02/21/2012

Department Head: Valde Guerra

Department: SAFETY DIVISION

Information

CAPTION

Claim of Jorge Lopez

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/07/2012 03:05 PM
Auditor's Office	Arcilia Duran	02/09/2012 10:42 AM
Purchasing Department	Marty Salazar	02/09/2012 02:08 PM

Form Started By: Aida Alvarez Started On: 02/07/2012 02:56 PM

Final Approval Date: 02/09/2012

AI-31112 **21. F.**

CC REGULAR

Meeting Date: 02/21/2012

Department: EXECUTIVE OFFICE

Information

CAPTION

CL-11-3847-A; Daniel Marichalar v. County of Hidalgo

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/16/2012 03:18 PM
Purchasing Department	Angela Garcia	02/17/2012 03:50 PM

Form Started By: Monica Badillo Started On: 02/16/2012

Final Approval Date: 02/17/2012

AI-31114 **21. G.**

CC REGULAR

Meeting Date: 02/21/2012

Department: EXECUTIVE OFFICE

Information

CAPTION

C-0093-12-A; Daniel Marichalar v. County of Hidalgo, et al

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/16/2012 03:18 PM
Purchasing Department	Angela Garcia	02/17/2012 03:50 PM

Form Started By: Monica Badillo Started On: 02/16/2012

Final Approval Date: 02/17/2012

AI-31079 **21. H.**

CC REGULAR

Meeting Date: 02/21/2012

Department: EXECUTIVE OFFICE

Information

CAPTION

CL-12-0522-G; Hector Rivera Jr. v. Jonathan Trevino individually and as police officer for the City of Mission and as officer of Hidalgo County Joint Narcotic Task Force

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/15/2012 12:57 PM
Auditor's Office	Arcilia Duran	02/15/2012 05:14 PM
Purchasing Department	Marty Salazar	02/16/2012 10:09 AM

Form Started By: Monica Badillo Started On: 02/15/2012 10:29 AM

Final Approval Date: 02/16/2012

AI-31110 **21. I.**

CC REGULAR

Meeting Date: 02/21/2012

Department: EXECUTIVE OFFICE

Information

CAPTION

Case 7:10-cv-00268; Francisco De Luna and Elizabeth Diaz, individually and on behalf of all other similarly situated v. Hidalgo County, Texas, et al

BACKGROUND

Attorneys - Ortiz & Millin, LP
John A. Millin

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/16/2012 03:18 PM
Purchasing Department	Angela Garcia	02/17/2012 03:50 PM

Form Started By: Monica Badillo Started On: 02/16/2012

Final Approval Date: 02/17/2012

AI-30952 **22. C.**

CC REGULAR

Meeting Date: 02/21/2012

Department Head: Valde Guerra

Department: SAFETY DIVISION

Information

CAPTION

Claim of Verizon

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/06/2012 02:07 PM
Auditor's Office	Arcilia Duran	02/06/2012 05:49 PM
Purchasing Department	Marty Salazar	02/07/2012 05:43 PM

Form Started By: Aida Alvarez Started On: 02/06/2012 01:52 PM

Final Approval Date: 02/07/2012

AI-30955 **22. D.**

CC REGULAR

Meeting Date: 02/21/2012

Department Head: Valde Guerra

Department: SAFETY DIVISION

Information

CAPTION

Claim of William Spencer

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/06/2012 03:54 PM
Auditor's Office	Arcilia Duran	02/06/2012 05:49 PM
Purchasing Department	Marty Salazar	02/07/2012 05:44 PM

Form Started By: Aida Alvarez Started On: 02/06/2012 02:41 PM

Final Approval Date: 02/07/2012

AI-30975 **22. E.**

CC REGULAR

Meeting Date: 02/21/2012

Department Head: Valde Guerra

Department: SAFETY DIVISION

Information

CAPTION

Claim of Jorge Lopez

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/07/2012 03:05 PM
Auditor's Office	Arcilia Duran	02/09/2012 10:42 AM
Purchasing Department	Marty Salazar	02/09/2012 02:08 PM

Form Started By: Aida Alvarez Started On: 02/07/2012 02:58 PM

Final Approval Date: 02/09/2012

AI-31113 **22. F.**

CC REGULAR

Meeting Date: 02/21/2012

Department: EXECUTIVE OFFICE

Information

CAPTION

CL-11-3847-A; Daniel Marichalar v. County of Hidalgo

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/16/2012 03:18 PM
Purchasing Department	Angela Garcia	02/17/2012 03:50 PM

Form Started By: Monica Badillo Started On: 02/16/2012

Final Approval Date: 02/17/2012

AI-31115 **22. G.**

CC REGULAR

Meeting Date: 02/21/2012

Department: EXECUTIVE OFFICE

Information

CAPTION

C-0093-12-A; Daniel Marichalar v. County of Hidalgo, et al

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/16/2012 03:18 PM
Purchasing Department	Angela Garcia	02/17/2012 03:50 PM

Form Started By: Monica Badillo Started On: 02/16/2012

Final Approval Date: 02/17/2012

AI-31080 **22. H.**

CC REGULAR

Meeting Date: 02/21/2012

Department: EXECUTIVE OFFICE

Information

CAPTION

CL-12-0522-G; Hector Rivera Jr. v. Jonathan Trevino individually and as police officer for the City of Mission and as officer of Hidalgo County Joint Narcotic Task Force

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/15/2012 12:58 PM
Auditor's Office	Arcilia Duran	02/15/2012 05:14 PM
Purchasing Department	Marty Salazar	02/16/2012 10:09 AM

Form Started By: Monica Badillo Started On: 02/15/2012 10:33 AM

Final Approval Date: 02/16/2012

AI-31111 **22. I.**

CC REGULAR

Meeting Date: 02/21/2012

Department: EXECUTIVE OFFICE

Information

CAPTION

Case 7:10-cv-00268; Francisco De Luna and Elizabeth Diaz, individually and on behalf of all other similarly situated v. Hidalgo County, Texas, et al

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/16/2012 03:18 PM
Purchasing Department	Angela Garcia	02/17/2012 03:50 PM

Form Started By: Monica Badillo Started On: 02/16/2012

Final Approval Date: 02/17/2012