| | |
|---|---|
| **From:** | Steve Crain |
| **To:** | "Monica Badillo" |
| **Cc:** | "johndavid" |
| **Subject:** | FW: Rey Ortiz Trial |
| **Date:** | Friday, March 15, 2013 11:38:53 AM |

Please put the case described in Mr. Garza's email on Wednesday's agenda under pending and potential litigation in both open and closed session. Thanks.

**From:** Johnathan Garza [mailto:jgarza@pbfcm.com]
**Sent:** Friday, March 15, 2013 10:11 AM
**To:** scrain@atlashall.com
**Cc:** johndavidfranz@aol.com
**Subject:** Rey Ortiz Trial

Hello Mr. Crain, im Jonathan Garza here at Perdue with John David Franz. Per your conversation with Mr. Franz, here is the style of the case against Rey Ortiz that is set for Monday. It is T-1907-09-H, Pharr-San Juan-Alamo Independent School District and South Texas College, Et Al v. Reynaldo Ortiz. Hidalgo County and Hidalgo County Drainage District #1 are Intervenors in this case who this firm represents in this tax matter.

We would like to be placed on the agenda for Wednesday's Commissioners' Court to be able to discuss this matter in executive session with the commissioners' court. Thanks for your help on this matter, and I should be in the office today if you have any questions.

Jonathan Garza

Attorney

PERDUE, BRANDON, FIELDER, COLLINS & MOTT, L.L.P.

In Association with the Law Offices of John David Franz

400 N. McColl, Suite A
McAllen, Texas 78501
Phone (956) 631-4026 Ext. 154
Fax (956) 994-8042
jgarza@pbfcm.com

ATTORNEYS AT LAW

**AI-37684** **County Judge's Office 6. B.**

**CC REGULAR**

**Meeting Date:** 03/20/2013

**Submitted For:** Jaime Longoria **Submitted By:** SANDRA DELEON, COUNTY JUDGE

**Department:** COUNTY JUDGE

## Information

### CAPTION

Authorization for the County Judge to sign a letter of Modification to the Grant Period of Performance to the United States Department of Energy regarding the Energy Efficiency Block Grant Project

### BACKGROUND

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 03/14/2013 03:09 PM |
| Roland Garcia | Rolando Garcia | 03/15/2013 04:20 PM |
| Purchasing Department | Monica Badillo | 03/15/2013 04:22 PM |

Form Started By: SANDRA DELEON Started On: 03/14/2013 10:42 AM

Final Approval Date: 03/15/2013

**AI-37704** **County Judge's Office 6. C.**

**CC REGULAR**

**Meeting Date:** 03/20/2013

**Submitted For:** Karina Cardoza **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

**Department:** EXECUTIVE OFFICE

## Information

**CAPTION**

Requesting approval to apply for funding from the 2013 Justice and Mental Health Collaboration Program, Category I: Planning

**BACKGROUND**

## Fiscal Impact

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

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

**BUDGETARY IMPACT:**

There is a 20% match requirement to the grant based on how much is approved.

## Attachments

grant info

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 03/15/2013 01:47 PM |
| Purchasing Department | Monica Badillo | 03/15/2013 04:22 PM |

Form Started By: Monica Badillo Started On: 03/15/2013 12:44 PM

Final Approval Date: 03/15/2013

**U.S. Department of Justice**
Office of Justice Programs
*Bureau of Justice Assistance*

OMB No. 1121-0329

The U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) is seeking applications for funding for the Justice and Mental Health Collaboration Program. This program furthers the Department's mission by increasing public safety through innovative cross-system collaboration for individuals with mental illness who come into contact with the criminal justice system.

# Justice and Mental Health Collaboration Program FY 2013 Competitive Grant Announcement

## Eligibility

Applicants are limited to states, units of local government, federally recognized Indian tribes (as determined by the Secretary of the Interior), and tribal organizations. BJA will only accept applications that demonstrate that the proposed project will be administered jointly by an agency with responsibility for criminal or juvenile justice activities and a mental health agency. Only one agency is responsible for the submission of the application in Grants.gov. This lead agency must be a state agency, unit of local government, federally recognized Indian tribe, or tribal organization.

Per Pub. L. 108-414, a "criminal or juvenile justice agency" is an agency of state or local government or its contracted agency that is responsible for detection, arrest, enforcement, prosecution, defense, adjudication, incarceration, probation, or parole relating to the violation of the criminal laws of that state or local government (sec. 2991(a)(3)). A "mental health agency" is an agency of state or local government or its contracted agency that is responsible for mental health services or co-occurring mental health and substance abuse services (sec. 2991(a)(5)). A substance abuse agency is considered an eligible applicant if that agency provides services to individuals suffering from co-occurring mental health and substance abuse disorders.

**Note:** BJA may elect to make awards for applications submitted under this solicitation in future fiscal years, dependent on the merit of the applications and on the availability of appropriations.

## Deadline

Applicants must register with Grants.gov prior to submitting an application. (See "How To Apply," page 26.) All applications are due by 11:59 p.m. eastern time on March 25, 2013. (See "Deadlines: Registration and Application," page 4.)

## Contact Information

For technical assistance with submitting an application, contact the Grants.gov Customer Support Hotline at 800–518–4726 or 606–545–5035 or via e-mail to support@grants.gov.

**Note:** The Grants.gov Support Hotline hours of operation are 24 hours a day, 7 days a week, except federal holidays.

For assistance with any other requirement of this solicitation, contact the BJA Justice Information Center at 1–877–927–5657, via e-mail at JIC@telesishq.com, or via live web chat at www.justiceinformationcenter.us. The BJA Justice Information Center hours of operation are 8:30 a.m. to 5:00 p.m. eastern time, Monday through Friday, and 8:30 a.m. to 8:00 p.m. eastern time on the solicitation close date.

Grants.gov number assigned to announcement: BJA-2013-3493

Release date: January 24, 2013

# CONTENTS


Overview 4

Deadlines: Registration and Application 4

Eligibility 4

Justice and Mental Health Collaboration Program—Specific Information 4

Performance Measures 12

Notice of Post-Award FFATA Reporting Requirement 16

What an Application Should Include 17
- Information to Complete the Application for Federal Assistance (SF-424)
- Program Abstract
- Program Narrative
- Budget Detail Worksheet and Budget Narrative
- Indirect Cost Rate Agreement (if applicable)
- Tribal Authorizing Resolution (if applicable)
- Additional Attachments
- Other Standard Forms

Selection Criteria 21

Review Process 25

Additional Requirements 25

How To Apply 26

Provide Feedback to OJP on This Solicitation 29

Application Checklist 30

# Justice and Mental Health Collaboration Program (CFDA #16.745)

## Overview

The Justice and Mental Health Collaboration Program seeks to increase public safety through innovative cross-system collaboration for individuals with mental illnesses or co-occurring mental health and substance abuse disorders who come into contact with the justice system. BJA is seeking applications that demonstrate a collaborative project between criminal justice and mental health partners from eligible applicants to plan, implement, or expand a justice and mental health collaboration program. This program is authorized by the Mentally Ill Offender Treatment and Crime Reduction Act of 2004 (MIOTCRA) (Pub. L. 108-414) and the Mentally Ill Offender Treatment and Crime Reduction Reauthorization and Improvement Act of 2008 (Pub. L. 110-416).

## Deadlines: Registration and Application

Applicants must register with Grants.gov in order to submit an application. OJP encourages applicants to **register several weeks before** the application submission deadline. In addition, OJP urges applicants to submit applications at least 72 hours prior to the application due date. The deadline to apply for funding under this announcement is 11:59 p.m. eastern time on March 25, 2013. *S*ee the "How To Apply" section on page 26 for more details. Note that while the deadline for submission is 11:59 p.m. eastern time on March 25, 2013, staff assistance through the BJA Justice Information Center is only available until 8:00 p.m. eastern time (see "Contact Information" on the title page for more information about BJA's Justice Information Center).

## Eligibility

Refer to the title page for eligibility under this program.

## Justice and Mental Health Collaboration Program—Specific Information

The Justice and Mental Health Collaboration Program seeks to increase public safety by facilitating collaboration among the criminal justice and mental health and substance abuse treatment systems to increase access to mental health and other treatment services for individuals with mental illnesses or co-occurring mental health and substance abuse disorders. The program encourages early intervention for these multisystem-involved individuals; maximizes diversion opportunities for multisystem-involved individuals with mental illnesses or co-occurring mental health and substance abuse disorders; promotes training for justice and treatment professionals; and facilitates communication, collaboration, and the delivery of support services among justice professionals, treatment and related service providers, and governmental partners.

## Goals, Objectives, and Deliverables

Grant funds may be used to:

- Plan, create, or expand programs that promote public safety and public health by providing appropriate services for multisystem-involved individuals with mental illnesses or co-occurring mental health and substance abuse disorders.
- Plan, create, or expand specialized training programs for criminal justice and mental health and substance abuse treatment personnel.
- Plan, create, or expand law enforcement strategies to provide response options that are tailored to the needs of people with mental illnesses.
- Plan, create, or expand mental health courts, other court-based programs, pre-trial services, use of court-appointed mental health advocates and case managers, and mandatory treatment as part of probation/parole, and diversion and alternative prosecution and sentencing programs.
- Plan, create, or expand specialized community corrections initiatives.
- Promote and provide mental health and co-occurring disorders treatment and transitional services for those incarcerated or transitional reentry programs for those released from a correctional institution.

### Evidence-Based Programs or Practices

OJP places strong emphasis on the use of data and evidence in policy making and programming in criminal justice. OJP is committed to:

- Improving the quantity and quality of evidence OJP generates;
- Integrating evidence into program, practice, and policy decisions within OJP and the field; and
- Improving the translation of evidence into practice.

OJP considers programs and practices to be evidence-based when their effectiveness has been demonstrated by causal evidence, generally obtained through one or more outcome evaluations. Causal evidence documents a relationship between an activity or intervention (including technology) and its intended outcome, including measuring the direction and size of a change, and the extent to which a change may be attributed to the activity or intervention. Causal evidence depends on the use of scientific methods to rule out, to the extent possible, alternative explanations for the documented change. The strength of causal evidence, based on the factors described above, will influence the degree to which OJP considers a program or practice to be evidence-based. OJP's CrimeSolutions.gov web site is one resource that applicants may use to find information about evidence-based programs in criminal justice, juvenile justice, and crime victim services.

### Priority Consideration for Evidence-Based Practices

BJA intends to fund programs that have a demonstrated evidence base and that are appropriate for the target population. Priority consideration will be given to applicants that incorporate the following evidence-based practices in the development or enhancement of their program:

1. **Screening and Assessment Tools**
   Applicants are strongly encouraged to use screening and assessment tools that have a demonstrated evidence base and that are appropriate for the target population.

Screening and Assessment Resources:

- Screening and Assessment of Co-Occurring Disorders in the Justice System—Provides an overview of screening and assessment of persons with co-occurring disorders involved in the criminal justice system and includes an extensive list of screening and assessment instruments for different target populations.
- Mental Health Screening within Juvenile Justice: The Next Frontier—Provides an overview of new issues and offers policy clarification on mental health screening in the juvenile justice system.
- Brief Jail Mental Health Screen—Booking tool developed by the University of Maryland School of Medicine and Policy Research Associates to screen incoming detainees in jails and detention centers for the need for further mental health assessment

**2. Targeting Criminogenic Needs and Functional Impairment**

Applicants are strongly urged to tailor treatment interventions to specific criminogenic needs and functional impairments of people with mental illnesses to improve public safety and public health outcomes. While offenders have a variety of treatment and behavioral needs, which are themselves risk factors for future offending, criminogenic needs are risk factors closely associated with offending behavior and responsive to targeted interventions. Criminogenic risk and needs factors include history of anti-social behavior, anti-social personality pattern, anti-social cognition, anti-social associates, family and/or marital, school and/or work, leisure and/or recreation, and substance abuse.

**3. Mental Health Treatment Services**

Applicants are strongly encouraged to provide mental health treatment practices that have a demonstrated evidence base and that are appropriate for the target population. The following evidence-based mental health treatment practices have been shown to improve clinical outcomes for people with serious mental illnesses:

- Assertive Community Treatment (ACT)
- Illness Management and Recovery (IMR)
- Integrated Mental Health and Substance Abuse Services
- Supported Employment (SE)
- Psychopharmacology

Other promising practices:

- Forensic ACT (FACT)
- Cognitive Behavioral Therapy

Applicants can also find information on evidence-based practices in the Substance Abuse and Mental Health Services Administration's (SAMHSA) *Guide to Evidence-Based Practices* available at www.samhsa.gov/ebpwebguide. The *Guide* provides a short description and a link to dozens of web sites with relevant evidence-based practices information—either specific interventions or comprehensive reviews of research findings. Please note that SAMHSA's *Guide to Evidence-Based Practices* also references the National Registry of Evidence-Based Programs and Practices (NREPP), a searchable database of interventions for the prevention and treatment of mental and substance use disorders. NREPP is intended to serve as a decision support tool, not as an authoritative list of effective interventions.

*Being included in NREPP, or in any other resource listed in the Guide, does not mean an intervention is "recommended" or that it has been demonstrated to achieve positive results in all circumstances.* Applicants must document that the selected practice is appropriate for the specific target population and purposes of your project.

4. **Housing, Supported Employment, and Supported Education**
   Applicants are strongly encouraged to utilize other evidence-based practices based on the needs of the target population. Supported Employment is an evidence-based practice that is designed to help the individual find and keep competitive work. Housing programs for persons with mental illness should take into consideration the demands of the criminal justice system and ensure that a range of options are available. Supported Education interventions have also been found to be a promising practice. The Center for Psychiatric Rehabilitation at Boston University has developed the Higher Education Support Toolkit that can be used as a resource.

**Target Population Considerations**
Applicants are encouraged to take into consideration additional targeted responses when making decisions about the appropriate service response for justice-involved individuals with mental illnesses:

- **Provision of Services for Justice System-Involved Females—**Consistent with the Mentally Ill Offender Treatment and Crime Reduction Reauthorization and Improvement Act of 2008 (Sec. 3 (c)(c)(2)), priority will be given to applications that promote effective strategies for identification and treatment of justice system-involved females with mental illness or co-occurring mental health and substance abuse disorders.

- **Trauma-Informed Care (TIC)** is the framework for the practice of implementing trauma screening, assessment, and recovery support. Within the TIC framework, services are organized and delivered in a manner that meets the unique needs of consumers who have survived traumatic events, and safety, as identified by the service recipient, is the primary concern. The practice approach emphasizes the consumer empowerment and the consumer as driver of services, adopts universal precautions in asking about trauma, builds organizational capacity and knowledge of TIC through ongoing training, and policy review to ensure do no harm practices. For more information, visit SAMHSA's National Center for Trauma-Informed Care.

- **Co-occurring disorders** are prevalent in many behavioral health settings and program planning should address how to treat the co-occurring disorders. Applicants can find additional information on evidence-based practices for people with mental illnesses or co-occurring disorders on Substance Abuse and Mental Health Services Administration's web site: www.coce.samhsa.gov/ and on the Center for Mental Health Services' National GAINS Center web site: gainscenter.samhsa.gov/html/resources/publications.asp.

**Target Population Requirements:**
Grant funds must be used to support a target population that includes adults and/or juveniles who:

- Have been diagnosed as having a mental illness or co-occurring mental health and substance abuse disorders; and

- Have faced, are facing, or could face criminal charges for a misdemeanor or felony that is a nonviolent offense.

Per MIOTCRA, a nonviolent offense is an offense that does not have as an element the use, attempted use, or threatened use of physical force against the person or property of another or is not a felony that by its nature involves a substantial risk that physical force against the person or property of another may be used in the course of committing the offense.

An individual's past criminal history has no effect on present eligibility for JMHCP programs.

Applicants may review Pub. L. 108-414 and Pub. L. 110-416 for supporting information related to this solicitation.

## Amount and Length of Awards

Justice and Mental Health Collaboration Program grants are available in three categories: Planning, Planning and Implementation, and Expansion. An application should be submitted under the category that best fits the phase of the proposed project. All applications must demonstrate that the proposed project will be administered jointly by an agency with responsibility for criminal or juvenile justice activities and a mental health agency.

All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.

**CATEGORY 1: PLANNING. Grant amount: Up to $50,000. Project period: 12 months. Competition ID: BJA-2013-3494.**
Category 1 applicants will *design* a strategic, collaborative plan to initiate systemic change for the identification and treatment of system-involved individuals with mental illnesses or co-occurring mental health and substance abuse disorders. Key to the planning category is the development of an effective collaboration representing support from all levels of government, justice, mental health and substance abuse treatment services, transportation, housing, advocates, consumers, victims, and family members. This collaboration will form the basis for a problem-solving model, or strategic plan, to intercept and improve outcomes for individuals in the system while promoting public safety. Category 1 grantees will receive intensive technical assistance from BJA to support their planning efforts.

**CATEGORY 2: PLANNING AND IMPLEMENTATION. Grant amount: Up to $250,000. Project period: 24 months. Competition ID: BJA-2013-3495.**
Category 2 applicants will *complete* an already-initiated collaboration plan for their criminal justice and mental health or co-occurring collaboration, and then *begin* implementation of the plan during the project period. Planning and Implementation grants can support law enforcement response programs; mental health courts, pretrial services, and diversion/alternative prosecution and sentencing programs; treatment accountability services; specialized training for justice and treatment professionals; corrections/community corrections; transitional and reentry services; treatment; and non-treatment recovery support services coordination and delivery including case management, housing placement and supportive housing, job training and placement, education, primary and mental health care, and family supportive services. Up to six months of the total project period can be used to complete plan details, with the remaining months used for implementation of the program. During this planning

stage, grantees will receive intensive technical assistance and will be required to complete and submit a *Planning and Implementation Guide*[1] (to be provided by the BJA training and technical assistance provider). Grantees will receive approval from BJA to begin the implementation phase of their grant once they have submitted a complete guide.

Additional allowable uses for programs focused on law enforcement responses to people with mental illnesses can include planning for and implementing:

- Training programs that offer law enforcement personnel specialized and comprehensive training in procedures to identify and respond appropriately to incidents in which the unique needs of individuals with mental illnesses are involved.
- Development of specialized receiving centers for individuals in custody of law enforcement to assess for suicide risk and mental health and substance abuse treatment needs and refer to or provide appropriate treatment services.
- Computerized information systems to provide timely information to law enforcement personnel and criminal justice system personnel to improve the response to incidents involving people with mental illnesses.
- Programs that offer campus security personnel training in procedures to identify and respond appropriately to incidents involving people with mental illnesses.

**CATEGORY 3: EXPANSION. Grant amount: Up to $200,000. Project period: 24 months. Competition ID: BJA-2013-3496.**

Category 3 applicants will *expand* upon or improve their well-established collaboration plan. Category 3 grants can support the expansion of law enforcement response programs; mental health courts, pretrial services, and diversion/alternative prosecution and sentencing programs; treatment accountability services; specialized training for justice and treatment services professionals; corrections/community corrections; transitional and reentry services; and treatment; and non-treatment recovery support services coordination and delivery including housing placement and supportive housing, job training and placement, education, primary and mental health care, and family supportive services. Category 3 funding must clearly demonstrate an expansion to the current functioning of an existing program.

Additional allowable uses for programs focused on law enforcement responses to people with mental illnesses may include the expansion of:

- Training programs that offer law enforcement personnel specialized and comprehensive training in procedures to identify and respond appropriately to incidents involving persons with mental illness or mental health needs.
- Development of specialized receiving centers for individuals in custody of law enforcement to assess for suicide risk and mental health and substance abuse treatment needs and refer to or provide appropriate treatment services.
- Computerized information systems to provide timely information to law enforcement personnel and criminal justice system personnel to improve the response to incidents involving people with mental illnesses.

[1] A Planning & Implementation Guide has been developed for grantees that will direct and assist with training and technical assistance. We encourage all applicants to use the guide as a resource when crafting the project design and implementation section of the application.

- Programs that offer campus security personnel training in procedures to identify and respond appropriately to incidents involving people with mental illnesses.

## Budget Information

**Limitation on Use of Award Funds for Employee Compensation; Waiver:**
With respect to any award of more than $250,000 made under this solicitation, recipients may not use federal funds to pay total cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110 percent of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. The 2012 salary table for SES employees is available at www.opm.gov/oca/12tables/indexSES.asp. Note: A recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds. (Any such additional compensation will not be considered matching funds where match requirements apply.)

The Assistance Attorney General (AAG) for OJP may exercise discretion to waive, on an individual basis, the limitation on compensation rates allowable under an award. An applicant requesting a waiver should include a detailed justification in the budget narrative of its application. Unless the applicant submits a waiver request and justification with the application, the applicant should anticipate that OJP will request the applicant to adjust and resubmit its budget.

The justification should include: the particular qualifications and expertise of the individual, the uniqueness of the service being provided, the individual's specific knowledge of the program or project being undertaken with award funds, and a statement explaining that the individual's salary is commensurate with the regular and customary rate for an individual with his/her qualifications and expertise, and for the work that is to be done.

**Minimization of Conference Costs**
OJP encourages applicants to review the OJP guidance on conference approval, planning, and reporting that is available on the OJP web site at www.ojp.gov/funding/confcost.htm. This guidance sets out the current OJP policy, which requires all funding recipients that propose to hold or sponsor conferences (including meetings, trainings, and other similar events) to minimize costs, requires OJP review and prior written approval of most conference costs for cooperative agreement recipients (and certain costs for grant recipients), and generally prohibits the use of OJP funding to provide food and beverages at conferences. The guidance also sets upper limits on many conference costs, including facility space, audio/visual services, logistical planning services, programmatic planning services, and food and beverages (in the rare cases where food and beverage costs are permitted at all).

Prior review and approval of conference costs can take time (see the guidance for specific deadlines), and applicants should take this into account when submitting proposals. Applicants also should understand that conference cost limits may change and that they should check the guidance for updates before incurring such costs.

Note on food and beverages: OJP may make exceptions to the general prohibition on using OJP funding for food and beverages, but will do so only in rare cases where food and beverages are not otherwise available (e.g., in extremely remote areas); the size of the event

and capacity of nearby food and beverage vendors would make it impractical to not provide food and beverages; or a special presentation at a conference requires a plenary address where conference participants have no other time to obtain food and beverages. Any such exception requires OJP's prior written approval. The restriction on food and beverages does not apply to water provided at no cost, but does apply to any and all other refreshments, regardless of the size or nature of the meeting. Additionally, this restriction does not affect direct payment of per diem amounts to individuals in a travel status under your organization's travel policy.

**Costs Associated with Language Assistance (if applicable)**
If an applicant proposes a program or activity that would deliver services or benefits to individuals, the costs of taking reasonable steps to provide meaningful access to those services or benefits for individuals with limited English proficiency may be allowable. Reasonable steps to provide meaningful access to services or benefits may include interpretation or translation services where appropriate.

For additional information, see the "Civil Rights Compliance" section of the OJP "Other Requirements for OJP Applications" web page at www.ojp.gov/funding/other_requirements.htm.

**Match Requirement (cash or in-kind)**
Federal funds awarded under this program may not cover more than 80 percent of the total costs of the project being funded. Applicants must identify the source of the 20 percent non-federal portion of the total project costs and how they will use match funds. If a successful applicant's proposed match exceeds the required match amount, and OJP approves the budget, the total match amount incorporated into the approved budget becomes mandatory and subject to audit. (Match is restricted to the same uses of funds as allowed for the federal funds.) Applicants may satisfy this match requirement with either cash or in-kind services. The formula for calculating the match is:

$$\frac{\text{Federal Award Amount}}{\text{Federal Share Percentage}} = \text{Adjusted (Total) Project Costs}$$

Required Recipient's Share Percentage x Adjusted Project Cost = Required Match

**Example:** 80%/20% match requirement: for a federal award amount of $50,000, match would be calculated as follows:

$\frac{\$50,000}{80\%} = \$62,500$ 20% x $62,500 = $12,500 match

**Example:** 80%/20% match requirement: for a federal award amount of $250,000, match would be calculated as follows:

$\frac{\$250,000}{80\%} = \$312,500$ 20% x $312,500 = $62,500 match

**Example:** 80%/20% match requirement: for a federal award amount of $200,000, match would be calculated as follows:

$\frac{\$200,000}{80\%} = \$250,000$ 20% x $250,000 = $50,000 match

## Performance Measures

To assist the Department in fulfilling its responsibilities under the Government Performance and Results Act of 1993 (GPRA), Public Law 103-62, and the GPRA Modernization Act of 2010, Public Law 111–352, applicants that receive funding under this solicitation must provide data that measure the results of their work done under this solicitation. BJA will require any award recipient, post award, to provide the relevant data by submitting quarterly performance metrics through BJA's online Performance Measurement Tool (PMT) located at www.bjaperformancetools.org. Performance measures for this solicitation are as follows:

### For Grantees in Planning Stages:

| Objectives | Performance Measures | Data Grantee Provides |
|---|---|---|
| **Objective :** Establish a collaborative structure to guide the strategic, collaborative planning process for the design of a problem-solving model to intercept and improve outcomes for system-involved individuals with mental illness or co-occurring mental health and substance abuse disorders. | Percent of task force components addressed | Number of task force formation components completed:<br>• Established planning task force that includes members from multiple constituencies and systems<br>• Established a schedule for task force and subcommittee meetings<br>• Defined relationships among task force members and their responsibilities through interagency agreements, memoranda of understanding, etc. |
| | Percent of mission and work plan components addressed | Number of mission and work plan components completed:<br>• Established long-term and short- term goals<br>• Secured personnel and financial resources needed to achieve stated goals<br>• Inventoried existing services and identified gaps in service provision |
| | Percent of program design components addressed | Number of program design components completed:<br>• Established criteria to determine program eligibility<br>• Established a policy for addressing co-occurring substance use disorders<br>• Defined the age range of the target population<br>• Defined the legal status of the target population (e.g., pre- or post-arrest, pre- or post-trial)<br>• Established criteria for determining eligible criminal charges/offenses<br>• Established terms of participation, including length of participation and criteria for involuntary termination |

| | | |
|---|---|---|
| | Percent of eligibility and assessment components addressed | Number of eligibility and assessment components completed:<br>• Established a process to screen potential participants for eligibility<br>• Established requirements for the development or selection of screening instruments<br>• Established procedure to be used for screening, including location used and staff involved<br>• Established a plan to use assessment results to inform treatment plan |
| | Percent of service provision components addressed | Number of service provision components completed:<br>• Identified interventions, including range, intensity, and duration of services and supports provided<br>• Established terms for the supervision of participants by criminal or juvenile justice agencies<br>• Established plan for interaction between the supervising agency and the service provider |
| | Percent of data collection and analysis components addressed | Number of data collection and analysis components completed:<br>• Identified process and outcome data to be collected<br>• Established data collection plan<br>• Identified resources needed for data collection, including staff, funding, technology, and academic partnerships<br>• Evaluation and monitoring plan established to monitor the impact of the initiative on the target population |
| | Percent of program outcome components addressed | Number of program outcome components completed:<br>• Identified how the initiative will reduce recidivism of persons with mental illnesses in the criminal justice system<br>• Identified how the initiative will increase the number of criminal justice personnel trained in or using law enforcement based diversion strategies<br>• Identified how the initiative will increase the number of court based diversion programs and alternative jail diversion strategies<br>• Identified how the initiative will increase the number of juvenile justice |

| | | |
|---|---|---|
| | | collaborations with other systems, agencies, and programs<br>• Identified how the initiative will increase the number of corrections based transition programs for offenders with mental illnesses<br>• Identified how the initiative will increase the mental health and/or substance abuse support services in your community |

## For Grantees in Implementation and Expansion Stages:

| Objectives | Performance Measures | Data Grantee Provides |
|---|---|---|
| Improve mental health and substance abuse treatment outcomes by promoting and providing courts with appropriate mental health and substance abuse treatment options. | Percent increase in the number of police service calls involving persons with mental illness that were responded to by specially trained officers | A. Number of calls for police services received during the reporting period<br>B. Number of calls for police services received involving persons with mental illness events?<br>C. Of these, how many were responded to by someone trained to provide a specialized police-based response to people with mental illness |
| | Number of people receiving field screenings for mental illness | Number of people receiving a field assessment or screening administered by someone trained to provide a specialized police-based response to people with mental illness |
| | Average amount of time participants are confined to a jail, prison, or hospital due to mental health crisis | Number of days program participants spent in jail, prison or a hospital during the reporting period as a result of administrative violations of their condition of supervision, new offenses, or a mental health crisis |
| Increase capacity to assist offenders with mental illness by promoting communication, collaboration, training, and intergovernmental partnerships with respect to mentally ill offenders. | Number of criminal justice system staff available to respond to incidents involving persons with mental illness | Number of criminal justice system staff and partners trained to respond to mental illness and criminal justice incidents |
| | Number of different types of agencies participating in mental health and criminal justice issues training | Number of agencies represented in training sessions conducted during the reporting period (Judges, law enforcement, community corrections officers, attorneys, probation and parole officers, program evaluators, other |

| | | |
|---|---|---|
| Reduce recidivism and unnecessary confinement of nonviokent offenders with mental illness by maximizing the use of diversion from prosecution and alternative sentencing through community supervision and graduated sanctions. | Percent of participants successfully completing alternative sentencing or diversion from prosecution programs | For each type of diversion program offered (court-based, in-facility corrections-based, community corrections programs, or Reentry programs):<br>A. The number of participants who successfully completed the program *during the reporting period*<br>B. The number of participants who did not complete the program due to court or criminal involvement, lack of engagement, absconding, relocation or case transfer, or death or serious illness |
| | The rate of recidivism for participants in alternative sentencing or diversion from prosecution programs | For each type of diversion program offered (court-based, in-facility corrections-based, community corrections programs, or Reentry programs):<br><br>Number of current participants arrested or sent to jail or prison during the reporting period for administrative violations of their condition of supervision or new offenses<br><br>Number of days participants spent in jail or prison during the reporting period for administrative violations of their condition of supervision or new offenses |
| | Recidivism rate of participants who have completed alternative sentencing or diversion programs | A. Total number of participants who successfully completed the program *within the past 12 months*<br>B. Of those, the number arrested during the reporting period for the first time since program completion for administrative violations of their condition of supervision or a new offense charge |
| | Number of people treated for mental illness, substance abuse, or co-occurring disorders | For each type of treatment (mental illness, substance abuse, or co-occurring disorders) offered during the reporting period, the number of individuals:<br>A. Assessed for mental illness, substance abuse, or co-occurring disorders<br>B. Treated for mental illness, substance abuse, or co-occurring disorders<br>C. Referred to an outside agency for mental health treatment, substance abuse, or co-occurring disorders. |
| | Number of people receiving employment, education, or housing services | For each type of service (employment , education, or housing) offered during the reporting period, the number of individuals:<br>A. Assessed for services<br>B. Received services<br>C. Referred to an outside agency |
| | Percent of people obtaining and maintaining employment after receiving services<br><br>Percent of people obtaining and maintaining housing after | For each type of service (employment or housing) offered during the reporting period , the number of individuals who received services and subsequently:<br>A. Obtained employment<br>B. Obtained housing<br>C. Maintained employment for 3 or more months |

| | | |
|---|---|---|
| | receiving services | D. Maintained housing for 3 or more months<br>E. Maintained employment for 6 or more months<br>F. Maintained housing for 6 or more months |
| | Percent of people earning degrees or certifications after receiving education services | The number of individuals who received education services and subsequently earned a GED certificate, high school diploma, vocational certificate, or higher education degree |

OJP does not require applicants to submit performance measures data with their applications. Instead, applicants should discuss in their application their proposed methods for collecting data for performance measures. Refer to the section "What an Application Should Include" on page 17 for additional information.

**Note on Project Evaluations**
Applicants that propose to use funds awarded through this solicitation to conduct project evaluations should be aware that certain project evaluations (such as systematic investigations designed to develop or contribute to generalizable knowledge) may constitute "research" for purposes of applicable DOJ human subjects protection regulations. However, project evaluations that are intended only to generate internal improvements to a program or service, or are conducted only to meet OJP's performance measure data reporting requirements likely do not constitute "research." Applicants should provide sufficient information for OJP to determine whether the particular project they propose would either intentionally or unintentionally collect and/or use information in such a way that it meets the DOJ regulatory definition of research.

Research, for the purposes of human subjects protections for OJP-funded programs, is defined as, "a systematic investigation, including research development, testing, and evaluation, designed to develop or contribute to generalizable knowledge" 28 C.F.R. § 46.102(d). For additional information on determining whether a proposed activity would constitute research, see the decision tree to assist applicants on the "Research and the Protection of Human Subjects" section of the OJP "Other Requirements for OJP Applications" web page (www.ojp.usdoj.gov/funding/other_requirements.htm). Applicants whose proposals may involve a research or statistical component also should review the "Confidentiality" section on that Web page.

## Notice of Post-Award FFATA Reporting Requirement

Applicants should anticipate that OJP will require all recipients (other than individuals) of awards of $25,000 or more under this solicitation, consistent with the Federal Funding Accountability and Transparency Act of 2006 (FFATA), to report award information on any first-tier subawards totaling $25,000 or more, and, in certain cases, to report information on the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients. Each applicant entity must ensure that it has the necessary processes and systems in place to comply with the reporting requirements should it receive funding. Reports regarding subawards will be made through the FFATA Subaward Reporting System (FSRS), found at www.fsrs.gov.

Note also that applicants should anticipate that no subaward of an award made under this solicitation may be made to a subrecipient (other than an individual) unless the potential subrecipient acquires and provides a Data Universal Numbering System (DUNS) number.

## What an Application Should Include

Applicants should anticipate that if they fail to submit an application that contains all of the specified elements, it may negatively affect the review of their application; and, should a decision be made to make an award, it may result in the inclusion of special conditions that preclude the recipient from accessing or using award funds pending satisfaction of the conditions.

Moreover, applicants should anticipate that applications that are determined to be nonresponsive to the scope of the solicitation, or that do not include the applications elements that BJA has designated to be critical, will neither proceed to peer review nor receive further consideration. Under this solicitation, BJA has designated the following application elements to be critical: Program Narrative and Budget Detail Worksheet and Budget Narrative. Applicants may combine the Budget Narrative and the Budget Detail Worksheet in one document. However, if an applicant only submits one document, it must contain **both** narrative and detail information.

OJP strongly recommends that applicants use appropriately descriptive file names (e.g., "Program Narrative," "Budget Detail Worksheet and Budget Narrative," "Timelines," "Memoranda of Understanding," "Resumes") for all attachments. Also, OJP recommends that applicants include resumes in a single file.

1. **Information to complete the Application for Federal Assistance (SF-424)**
   The SF-424 is a standard form required for use as a cover sheet for submission of pre-applications, applications, and related information. Grants.gov and GMS take information from the applicant's profile to populate the fields on this form. When selecting "type of applicant," if the applicant is a for-profit entity, please select "For-Profit Organization" or "Small Business" (as applicable).

2. **Program Abstract**
   Applications should include a high-quality "Project Abstract" that summarizes the proposed project in 400 words or less. Project abstracts should be—

   - Written for a general public audience.
   - Submitted as a separate attachment with <Project Abstract> as part of its file name.
   - Single-spaced, using a standard 12-point font (Times New Roman) with 1-inch margins.

   The abstract must clearly identify the funding category (i.e., Planning, Planning and Implementation, or Expansion); the names of the lead applicant and the collaborating agency; a description of the target population; the proposed number of individuals the applicant plans to serve (for Planning and Implementation and Expansion applicants); the jurisdiction's population; a brief description of how the applicant plans to address the problem; and the amount of federal funding requested.

**For all categories, please also indicate in the Program Abstract whether the applicant is a previous recipient of JMHCP grant funds and include the award number.**

As a separate attachment, the project abstract will **not** count against the page limit for the program narrative.

All project abstracts should follow the detailed template available at www.ojp.usdoj.gov/funding/Project_Abstract_Template.pdf.

Permission to Share Project Abstract with the Public: It is unlikely that BJA will be able to fund all promising applications submitted under this solicitation, but it may have the opportunity to share information with the public regarding promising but unfunded applications, for example, through a listing on a web page available to the public. The intent of this public posting would be to allow other possible funders to become aware of such proposals.

In the project abstract, applicants are asked to indicate whether they give OJP permission to share their project abstract (including contact information) with the public. Granting (or failing to grant) this permission will not affect OJP's funding decisions, and, if the application is not funded, granting permission will not guarantee that abstract information will be shared, nor will it guarantee funding from any other source.

Note: OJP may choose not to list a project that otherwise would have been included in a listing of promising but unfunded applications, should the abstract fail to meet the format and content requirements noted above and outlined in the project abstract template.

**3. Program Narrative**

The program narrative must respond to the solicitation and the Selection Criteria (1–5) in the order given. The program narrative must be double-spaced, using a standard 12-point font (Times New Roman is preferred) with 1-inch margins, and must not exceed 15 pages. Please number pages "1 of 15," "2 of 15," etc. If the program narrative fails to comply with these length-related restrictions, noncompliance may be considered in peer review and in final award decisions.

The following sections should be included as part of the program narrative:

a. Statement of the Problem

b. Project Design and Implementation

c. Capabilities and Competencies

d. Plan for Collecting the Data Required for this Solicitation's Performance Measures and Other Outcomes
   BJA does not require applicants to submit performance measures data with their application. Performance measures are included as an alert that BJA will require successful applicants to submit specific data as part of their reporting requirements. For the application, the applicant should indicate an understanding of these

requirements and discuss how the applicant will gather the required data, should the applicant receive funding.

e. Plan for Measuring Program Success to Inform Plan for Sustainment

Further information is available under the Selection Criteria section, page 21.

**4. Budget Detail Worksheet and Budget Narrative**

**a. Budget Detail Worksheet**

A sample Budget Detail Worksheet can be found at www.ojp.gov/funding/forms/budget_detail.pdf. If the budget is submitted in a different format, the budget categories listed in the sample budget worksheet should be included.

For questions pertaining to budget and examples of allowable and unallowable costs, please see the OJP Financial Guide at www.ojp.usdoj.gov/financialguide/index.htm.

**b. Budget Narrative**

The Budget Narrative should thoroughly and clearly describe every category of expense listed in the Budget Detail Worksheet. OJP expects proposed budgets to be complete, cost effective, and allowable (e.g., reasonable, allocable, and necessary for project activities).

Applicants should demonstrate in their budget narratives how they will maximize cost effectiveness of grant expenditures. Budget narratives should demonstrate cost effectiveness in relation to potential alternatives and the goals of the project. For example, a budget narrative should detail why planned in-person meetings are necessary, or how technology and collaboration with outside organizations could be used to reduce costs, without compromising quality.

The narrative should be mathematically sound and correspond with the information and figures provided in the Budget Detail Worksheet. The narrative should explain how the applicant estimated and calculated all costs, and how they are relevant to the completion of the proposed project. The narrative may include tables for clarification purposes but need not be in a spreadsheet format. As with the Budget Detail Worksheet, the Budget Narrative should be broken down by year to reflect the entire grant period for Categories 2 and 3; however, the budget summary page totals should reflect the entire grant period.

Additional budget requirements:

- For all applicants, include funding to support attendance to a grantee orientation meeting. Plan for up to four staff to attend the meeting and participants should include a representative from the criminal justice partner, a representative from the mental health partner, and staff responsible for the management of the grant. For cost estimates, plan for this to be a two-day meeting in Washington, D.C.
- For all applicants, include the amount and source of match funding (see page 11).
- For Category 2 and 3 applicants, additional travel costs should be included to attend a BJA-sponsored national meeting. Plan for at least two staff to attend a three-day meeting in Washington, DC.

- Category 2 and 3 applicants must set aside at least 5 percent of the federal funds requested in order to implement a data collection plan. The plan should be described in the program narrative under Selection Criteria 4.

**5. Indirect Cost Rate Agreement** (if applicable)

Indirect costs are allowed only if the applicant has a federally approved indirect cost rate. (This requirement does not apply to units of local government.) Attach a copy of the federally approved indirect cost rate agreement to the application. Applicants that do not have an approved rate may request one through their cognizant federal agency, which will review all documentation and approve a rate for the applicant organization or, if the applicant's accounting system permits, costs may be allocated in the direct cost categories. If DOJ is the cognizant federal agency, obtain information needed to submit an indirect cost rate proposal at www.ojp.gov/financialguide/part3/part3chap17.htm.

**6. Tribal Authorizing Resolution (if applicable)**

Tribes, tribal organizations, or third parties proposing to provide direct services or assistance to residents on tribal lands should include in their applications a resolution, a letter, affidavit, or other documentation, as appropriate, that certifies that the applicant has the legal authority from the tribe(s) to implement the proposed project on tribal lands. In those instances when an organization or consortium of tribes applies for a grant on behalf of a tribe or multiple specific tribes, then the application should include appropriate legal documentation, as described above, from all tribes that would receive services/assistance under the grant. A consortium of tribes for which existing consortium bylaws allow action without support from all tribes in the consortium (i.e., without an authorizing resolution or comparable legal documentation from each tribal governing body) may submit, instead, a copy of its consortium bylaws with the application.

**7. Additional Attachments: Project Timeline and Memoranda of Understanding/Letters of Support**

Attach a *Project Timeline* (with an estimated start date of October 1, 2013) with each project goal, related objective, activity, expected completion date, and responsible person or organization; and *Memoranda of Understanding* or *Letters of Support* from co-applicants and collaborative partners (signed copies should be scanned and submitted with the electronic submission of the application). Do not include materials not requested in this attachment; additional material will not be reviewed.

**8. Additional Attachments: Applicant Disclosure of Pending Applications**

Applicants are to disclose whether they have pending applications for Federally funded assistance that include requests for funding to support the same project being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation. The disclosure should include both direct applications for federal funding (e.g., applications to federal agencies) and indirect applications for such funding (e.g., applications to state agencies that will be subawarding federal funds).

OJP seeks this information to help avoid any inappropriate duplication of funding. Leveraging multiple funding sources in a complementary manner to implement comprehensive programs or projects is encouraged and is not seen as inappropriate duplication.

Applicants that have pending applications as described above are to provide the following information about pending applications submitted within the last 12 months:

- the federal or state funding agency
- the solicitation name/project name
- the point of contact information at the applicable funding agency

| Federal or State Funding Agency | Solicitation Name/Project Name | Name/Phone/E-mail for Point of Contact at Funding Agency |
|---|---|---|
| DOJ/COPS | COPS Hiring Program | Jane Doe, 202/000-0000; jane.doe@usdoj.gov |
| HHS/ Substance Abuse & Mental Health Services Administration | Drug Free Communities Mentoring Program/ North County Youth Mentoring Program | John Doe, 202/000-0000; john.doe@hhs.gov |

SAMPLE

Applicants should include the table as separate attachment, with the file name "Disclosure of Pending Applications," to their application. Applicants that do not have pending applications as described above are to include a statement to this effect in the separate attachment page. (e.g. "[Applicant Name] does not have pending applications within the last 12 months for Federally funded assistance that include requests for funding or support the same project being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation.")

**9. Other Standard Forms**

Additional forms that may be required in connection with an award are available on OJP's funding page at www.ojp.usdoj.gov/funding/forms.htm. For successful applicants, receipt of funds may be contingent upon submission of all necessary forms. Please note in particular the following forms.

a. Standard Assurances*
Applicants must read, certify and submit this form in GMS prior to the receipt of any award funds.

b. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements*
Applicants must read, certify, and submit in GMS prior to the receipt of any award funds.

c. Accounting System and Financial Capability Questionnaire
Any applicant (other than an individual) that is a non-governmental entity and that has not received any award from OJP within the past 3 years, must download, complete, and submit this form.

*These OJP Standard Assurances and Certifications are forms which applicants accept in GMS. They are not additional forms to be uploaded at the time of application submission.

## Selection Criteria

The following six selection criteria will be used to evaluate each application, with the different weight given to each based on the percentage value listed after each individual criteria. For

example, the first criteria, “Statement of the Problem,” is worth 20 percent of the entire score in the application review process.

**1. Statement of the Problem (20 percent of 100)**

All applicants must describe the nature and scope of the problem in the jurisdiction, and provide any local/state data and a trend analysis to support the discussion.

Planning Applicants (Category 1)

- Discuss the efforts that have been made to date in planning for improved responses to individuals with mental illnesses or co-occurring mental health and substance abuse disorders who come into contact with the justice system.

Planning and Implementation Applicants (Category 2)

- Detail the need for the program by describing the problems with the current response to individuals with mental illnesses or co-occurring mental health and substance abuse disorders who come into contact with the justice system and explain how the current response is insufficient to meet the needs of this population.
- Discuss the decision-making process involved in selecting the proposed intervention point. Discuss the assessment of existing resources and how gaps in services were identified. Applicants can refer to the Sequential Intercept Model to describe which intervention point the project will focus on.
- Discuss the related agency programs and services already in place in the community and note any components of the program that may already exist.
- Describe what components will be needed to fully implement the program and why federal funding is required for the proposed program.

Expansion Applicants (Category 3)

- Discuss the current status of the program to include the number of people served and/or trained and detail the need for the expansion of the program to include the weaknesses of the program.
- Describe any completed program analyses or evaluations of the program that support the need for expansion. Identify gaps in resources, describe what components will be needed to fully expand the program, and why federal funding is required for the expansion of the program.

**2. Project Design and Implementation (40 percent of 100)**

Planning Applicants (Category 1)

- Describe proposed planning activities and expected outcomes.
- Planning activities should include establishing a collaborative structure, with agreements between collaborative partners in place that address the organization and composition of the planning/oversight body; developing a statement of the program’s goals, objectives, and work plan agreed upon by collaborative partners; identifying a list of services and resources in the jurisdiction that can support the proposed project; defining the target population including operational guidelines and assessment and referral tools, for identifying and enrolling eligible program participants; and developing a data-driven strategy to inform programmatic strategies and monitor the impact of proposed programs.

Planning and Implementation Applicants (Category 2) and Expansion Applicants (Category 3)

Discuss the efforts that have been made to date in planning for the program. Describe the proposed program implementation or expansion and the project's purpose, goals, and objectives. Applicants should address priority considerations and requirements discussed/listed on pages 5-8 throughout their response to this section.

For programs offering direct services to individuals with mental illnesses or co-occurring mental health and substance abuse disorders:

- Provide an analysis of the target population, including the projected number of individuals to be served through this grant program with federal and matching funds, and operational guidelines for identifying eligible program participants which should include a plan to screen potential participants, conduct needs and strengths-based assessments, and the process for how individuals will be referred to the program. Address the target population considerations (if applicable) and the target population requirements on pages 7-8.
- Discuss the responsibilities of each collaborating agency and how resources will support the delivery of needed services to the target population. Describe how the collaboration relates to existing state and local justice and mental health plans and programs, outlining how any existing recovery support services in the community will be coordinated.
- Describe the plan for staffing to include how the workforce will be selected, trained, supported, and developed on an ongoing basis to deliver the services.
- Describe the role consumers will play in designing, providing, monitoring, and evaluating the services.
- Describe the process for how individuals will be linked to treatment and other recovery support services. Applicants should identify the evidence-based treatment and support practices being used or proposed and identify and discuss the evidence that shows that the practice(s) is/are effective. Describe any modifications/adaptations you will need to make to this practice to meet the goals of your project and why the changes will improve the outcomes.[2]
- Describe the mechanisms that will be put in place to ensure the accountability of the service delivery system on an ongoing basis.

For programs that will offer training to criminal justice professionals (e.g., law enforcement response programs):

- Describe the strategies (e.g., training programs, receiving centers, information sharing, or campus security training) to identify and respond to incidents involving individuals with mental illnesses.
- Discuss the responsibilities of each collaborating agency and how resources will support the delivery of training and meet the needs of individuals with mental illnesses or co-occurring mental health and substance abuse disorders who come into contact with the justice system. Describe how the collaboration relates to existing state and local justice

[2] BJA recognizes that some evidence-based practices may not exist for all populations and/or service settings. Applicants proposing to serve a population with an intervention that has not been formally evaluated with that population are required to provide other forms of evidence that the practice(s) they propose is appropriate for the target population such as unpublished studies, preliminary evaluation results, clinical guidelines, findings from focus groups with community members, etc.

and mental health plans and programs, outlining how any existing ancillary social services in the community will be coordinated.
- Discuss what response protocols will be utilized for incidents involving persons with mental illnesses or mental health needs.
- Describe how systems will be put in place to provide timely information to criminal justice system personnel to improve the response to incidents involving people with mental illnesses.
- Describe the mechanisms that will be put in place to ensure the accountability of the service delivery system on an ongoing basis.

**3. Capabilities and Competencies (20 percent of 100)**
- Discuss the capacity of the proposed or current staffing.
- Describe the project collaboration structure and how it will ensure successful project planning, implementation, and/or expansion. Identify stakeholders and their respective roles. The application should also include letters of support from collaborating partners.
- Indicate each project goal, related objective, activity, expected completion date, and responsible person or organization in the attached Project Timeline.
- Describe any potential barriers to implementing the project and strategies to overcome them.

**4. Plan for Collecting the Data Required for this Solicitation's Performance Measures and Other Outcome Measures (10 percent of 100)**

Planning Applicants (Category 1)
- Identify a plan for responding to BJA performance measures and who will be responsible for data collection.

Planning and Implementation Applicants (Category 2) and Expansion Applicants (Category 3)
- Describe the plan for collecting data and any other state or local outcomes to measure project effectiveness.
- Category 2 and 3 applicants must set aside at least 5 percent of the budget in order to implement a data collection plan. The plan should include the process for data collection and reporting for the BJA performance measures, a list of the outcome measures that will be used by the program, a description of how these measures will be used to show program effectiveness and inform program implementation or expansion, and who is responsible for data collection and analysis.

**5. Plan for Measuring Program Success to Inform Plans for Sustainment (5 percent of 100)**
- Discuss how variables like stakeholder support and service coordination will be defined and measured.
- Describe how evaluation and collaborative partnerships will be leveraged to build long-term support and resources to sustain the project when the federal grant ends.
- Describe the policies, statutes, and regulations that will need to be put in place to support and sustain service delivery.

6. **Budget (5 percent of 100)**
   Provide a proposed budget that is complete, cost effective, and allowable (e.g., reasonable, allocable, and necessary for project activities). Budget narratives should demonstrate how applicants will maximize cost effectiveness of grant expenditures. Budget narratives should demonstrate cost effectiveness in relation to potential alternatives and the goals of the project.[3] See the additional budget and budget narrative requirements on page 19.

## Review Process

OJP is committed to ensuring a fair and open process for awarding grants. BJA reviews the application to make sure that the information presented is reasonable, understandable, measurable, and achievable, as well as consistent with the solicitation.

Peer reviewers will review the applications submitted under this solicitation that meet basic minimum requirements. BJA may use either internal peer reviewers, external peer reviewers, or a combination to review the applications. An external peer reviewer is an expert in the field of the subject matter of a given solicitation who is NOT a current DOJ employee. An internal reviewer is a current DOJ employee who is well-versed or has expertise in the subject matter of this solicitation. A peer review panel will evaluate, score, and rate applications that meet basic minimum requirements. Peer reviewers' ratings and any resulting recommendations are advisory only. In addition to peer review ratings, considerations for award recommendations and decisions may include, but are not limited to, underserved populations, geographic diversity, strategic priorities, past performance, and available funding.

The Office of the Chief Financial Officer (OCFO), in consultation with BJA, conducts a financial review of applications for potential discretionary awards to evaluate the fiscal integrity and financial capability of applicants; examines proposed costs to determine if the Budget Detail Worksheet and Budget Narrative accurately explain project costs; and determines whether costs are reasonable, necessary, and allowable under applicable federal cost principles and agency regulations.

Absent explicit statutory authorization or written delegation of authority to the contrary, all final award decisions will be made by the Assistant Attorney General, who may consider factors including, but not limited to, underserved populations, geographic diversity, strategic priorities, past performance, and available funding when making awards.

## Additional Requirements

Applicants selected for awards must agree to comply with additional legal requirements upon acceptance of an award. OJP encourages applicants to review the information pertaining to these additional requirements prior to submitting an application. Additional information for each requirement can be found at www.ojp.usdoj.gov/funding/other_requirements.htm.

- Civil Rights Compliance

[3] Generally speaking, a reasonable cost is a cost that if, in its nature or amount, does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the costs.

- Civil Rights Compliance Specific to State Administering Agencies
- Faith-Based and Other Community Organizations
- Confidentiality
- Research and the Protection of Human Subjects
- Anti-Lobbying Act
- Financial and Government Audit Requirements
- National Environmental Policy Act (NEPA)
- DOJ Information Technology Standards (if applicable)
- Single Point of Contact Review
- Non-Supplanting of State or Local Funds
- Criminal Penalty for False Statements
- Compliance with Office of Justice Programs Financial Guide
- Suspension or Termination of Funding
- Nonprofit Organizations
- For-profit Organizations
- Government Performance and Results Act (GPRA)
- Rights in Intellectual Property
- Federal Funding Accountability and Transparency Act of 2006 (FFATA)
- Awards in Excess of $5,000,000 – Federal Taxes Certification Requirement
- Policy and Guidance for Conference Approval, Planning, and Reporting
- OJP Training Guiding Principles for Grantees and Subgrantees

## How To Apply

Applicants must submit applications through Grants.gov. Applicants must first register with Grants.gov in order to submit an application through Grants.gov, a “one-stop storefront” to find federal funding opportunities and apply for funding. Find complete instructions on how to register and submit an application at www.Grants.gov. Applicants that experience technical

difficulties during this process should call the Grants.gov Customer Support Hotline at **800**-**518**-**4726** or **606–545–5035**, 24 hours a day, 7 days a week, except federal holidays. Registering with Grants.gov is a one-time process; however, **processing delays may occur, and it can take several weeks** for first-time registrants to receive confirmation and a user password. OJP encourages applicants to **register several weeks before** the application submission deadline. In addition, OJP urges applicants to submit applications at least 72 hours prior to the application due date to allow time to receive validation messages or rejection notifications from Grants.gov, and to correct in a timely fashion any problems that may have caused a rejection notification.

**Note:** BJA encourages all prospective applicants to sign up for Grants.gov email notifications regarding this solicitation. If this solicitation is cancelled or modified, individuals who sign up with Grants.gov for email updates will be notified.

All applicants are required to complete the following steps:

1. **Acquire a Data Universal Numbering System (DUNS) number.** In general, the Office of Management and Budget requires that all applicants (other than individuals) for federal funds include a DUNS number in their applications for a new award or a supplement to an existing award. A DUNS number is a unique nine-digit sequence recognized as the universal standard for identifying and differentiating entities receiving federal funds. The identifier is used to for tracking purposes and to validate address and point of contact information for federal assistance applicants, recipients, and subrecipients. The DUNS number will be used throughout the grant life cycle. Obtaining a DUNS number is a free, one-time activity. Call Dun and Bradstreet at 866–705–5711 to obtain a DUNS number or apply online at www.dnb.com. A DUNS number is usually received within 1-2 business days.

2. **Acquire registration with the System for Award Management (SAM). SAM replaces the Central Contractor Registration (CCR) database** as the repository for standard information about federal financial assistance applicants, recipients, and subrecipients. OJP requires all applicants (other than individuals) for federal financial assistance to maintain current registrations in the SAM database. Applicants must be registered in SAM to successfully register in Grants.gov. (Previously, organizations that had submitted applications via Grants.gov were registered with CCR, as it was a requirement for Grants.gov registration. SAM registration replaces CCR as a pre-requisite for Grants.gov registration.) Applicants must **update or renew their SAM registration annually** to maintain an active status.

   Applicants that were previously registered in the CCR database must, at a minimum:
   - Create a SAM account;
   - Log in to SAM and migrate permissions to the SAM account (all the entity registrations and records have already been migrated).

   Applicants that were not previously registered in the CCR database must register in SAM prior to registering in Grants.gov. Information about SAM registration procedures can be accessed at www.sam.gov.

3. **Acquire an Authorized Organization Representative (AOR) and a Grants.gov username and password**. Complete the AOR profile on Grants.gov and create a username and password. The applicant organization's DUNS number must be used to complete this

step. For more information about the registration process, go to www.grants.gov/applicants/get_registered.jsp.

4. **Acquire confirmation for the AOR from the E-Business Point of Contact (E-Biz POC).** The E-Biz POC at the applicant organization must log into Grants.gov to confirm the applicant organization's AOR. Note that an organization can have more than one AOR.

5. **Search for the funding opportunity on Grants.gov.** Use the following identifying information when searching for the funding opportunity on Grants.gov. The Catalog of Federal Domestic Assistance (CFDA) number for this solicitation is 16.745, titled "Criminal and Juvenile Justice and Mental Health Collaboration Program," and the funding opportunity number is BJA-2013-3493.

6. **Select the correct Competition ID.** Some OJP solicitations posted to Grants.gov contain multiple purpose areas, denoted by the individual Competition ID. If applying to a solicitation with multiple Competition IDs, select the appropriate Competition ID for the intended purpose area of the application.

7. **Complete the Disclosure of Lobbying Activities.** All applicants must complete this information. An applicant that expends any funds for lobbying activities must provide the detailed information requested on the form, *Disclosure of Lobbying Activities*, (SF-LLL). Applicants that do not expend any funds for lobbying activities should enter "N/A" in the required highlighted fields.

8. **Submit an application consistent with this solicitation by following the directions in Grants.gov.** Within 24–48 hours after submitting the electronic application, the applicant should receive an e-mail validation message from Grants.gov. The message will state whether OJP has received and validated the application, or rejected it, with an explanation. **Important:** OJP urges applicants to submit applications **at least 72 hours prior to** the application due date to allow time to receive the validation messages or rejection notifications from Grants.gov, and to correct in a timely fashion any problems that may have caused a rejection notification.

**Note: Grants.gov only permits the use of specific characters in names of attachment files. Valid file names may only include the following characters: A-Z, a-z, 0-9, underscore (_), hyphen (-), space, and period. Grants.gov will forward the application to OJP's Grants Management System (GMS). GMS does not accept executable file types as application attachments**. These disallowed file types include, but are not limited to, the following extensions: ".com," ".bat," ".exe," ".vbs," ".cfg," ".dat," ".db," ".dbf," ".dll," ".ini," ".log," ".ora," ".sys," and ".zip."

**Note: Duplicate Applications**
If an applicant submits multiple versions of an application, BJA will review the most recent version submitted.

## Experiencing Unforeseen Grants.gov Technical Issues

Applicants that experience unforeseen Grants.gov technical issues beyond their control that prevent them from submitting their application by the deadline must e-mail the BJA Justice

Information Center (see page 1 for contact information) **within 24 hours after the deadline** and request approval to submit their application. The e-mail must describe the technical difficulties, and include a timeline of the applicant's submission efforts, the complete grant application, the applicant DUNS number, and any Grants.gov Help Desk or SAM tracking number(s). **Note: BJA does not automatically approved requests.** After the program office reviews the submission, and contacts the Grants.gov or SAM Help Desks to validate the reported technical issues, BJA will inform the applicant whether the request to submit a late application has been approved or denied. If the technical issues reported cannot be validated, BJA will reject the applications as untimely.

The following conditions are not valid reasons to permit late submissions: (1) failure to register in sufficient time, (2) failure to follow Grants.gov instructions on how to register and apply as posted on its web site, (3) failure to follow all of the instructions in the OJP solicitation, and (4) technical issues with the applicant's computer or information technology environment, including firewalls.

Notifications regarding known technical problems with Grants.gov, if any, are posted at the top of the OJP funding web page at www.ojp.usdoj.gov/funding/solicitations.htm.

## Provide Feedback to OJP on This Solicitation

To assist OJP in improving its application and award processes, we encourage applicants to provide feedback on this solicitation, the application submission process, and/or the application review/peer review process. Feedback may be provided to OJPSolicitationFeedback@usdoj.gov.

**IMPORTANT:** This email is for feedback and suggestions only. Replies are **not** sent from this mailbox. If you have specific questions on any program or technical aspect of the solicitation, **you must** directly contact the appropriate number or email listed on the front of this solicitation document. These contacts are provided to help ensure that you can directly reach an individual who can address your specific questions in a timely manner.

If you are interested in being a reviewer for other OJP grant applications, please email your resume to ojppeerreview@lmbps.com. The OJP Solicitation Feedback email account cannot forward your resume. **Note:** Neither you nor anyone else from your organization can be a peer reviewer in a competition in which you or your organization have submitted an application.

# Application Checklist

## FY 2013 Justice and Mental Health Collaboration Program

This application checklist has been created to assist in developing an application.

**Eligibility Requirement:**

_____ Applicant is a state, unit of local government, Indian tribe, or tribal organization.
_____ Proposal demonstrates that project is a collaboration between a criminal justice agency and a mental health agency.
_____ The federal amount requested is within the allowable limit(s) of: Category 1: $50,000; Category 2: $250,000; or Category 3: $200,000.

**What an Application Should Include:**

_____ Application for Federal Assistance (SF-424) (see page 17)
_____ Program Abstract (see page 17)
_____ Program Narrative* (see page 18)
_____ Budget Detail Worksheet* (see page 19*)*
_____ Budget Narrative* (see page 19)
_____ Disclosure of Lobbying Activities (SF-LLL) (see page 28)
_____ Indirect Cost Rate Agreement (if applicable) (see page 20*)*
_____ Tribal Authorizing Resolution (if applicable) (see page 20)
_____ Project Timeline (see page 20*)*
_____ Applicant Disclosure of Pending Applications (see page 20*)*
_____ Memorandum/Letters of Support (see page 20*)*
_____ Other Standard Forms as applicable (see page 20), including:
_____ Accounting System and Financial Capability Questionnaire (if applicable)

*****These elements are the basic minimum requirements for applications. Applications that do not include these elements shall neither proceed to peer review nor receive further consideration by BJA.

**AI-37714** **County Judge's Office 6. D.**

**CC REGULAR**

**Meeting Date:** 03/20/2013

**Submitted For:** Jaime Longoria **Submitted By:** SANDRA DELEON, COUNTY JUDGE

**Department:** COUNTY JUDGE

## Information

### CAPTION

Authorization to submit the Historic Hidalgo County Courthouse Plan to the Texas Historical Commission for review, comment, and approval.

### BACKGROUND

On 11/20/12, the court approved the Hidalgo County Courthouse Master Plan. The Historic Hidalgo County Courthouse Plan is a component of the Master Plan. It is a requirement for consideration of grant funds for preservation of the existing courthouse. The county is not submitting the grant application at this time.

## Attachments

Plan

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 03/15/2013 01:59 PM |
| Roland Garcia | Rolando Garcia | 03/15/2013 04:20 PM |
| Purchasing Department | Monica Badillo | 03/15/2013 04:22 PM |

Form Started By: SANDRA DELEON Started On: 03/15/2013 01:40 PM

Final Approval Date: 03/15/2013

*Historic*

# Hidalgo County Courthouse



*Prepared as a Component of the*

HIDALGO COUNTY COURTHOUSE MASTER PLAN

*by*

ero architects™

*in conjunction with*

LIMBACHER & GODFREY *Architects*

*Historical Consultant*

*November 2012*

*Historic*

# Hidalgo County Courthouse

*Prepared as a Component of the*
HIDALGO COUNTY COURTHOUSE
*Master Plan*

*May 2012*
LIMBACHER & GODFREY *Architects*

*Copyright © 2012 by LIMBACHER & GODFREY Architects*

# Contents

**Introduction**

*Overview and Methodology* 1

**History and Development**

*Early History of Hidalgo County* 3
*Early Courthouses of Hidalgo County* 5
*1910 Courthouse* 9
*1954 Courthouse* 15
*1980 Alterations and Addition* 28
*Later Modifications* 35

**Recommendations for Preservation**

*Exterior Conditions* 37
*Interior Conditions* 41
*Preservation Program* 41
*Significant Historic Spaces and Elements* 42
*Historic Designations* 48
*Historical Documentation* 49
*Recommendations for Further Research* 50

**Appendix**

*End Notes* 53
*Selected Bibliography* 57
*Synopsis of Commissioners Court Minutes and Articles* 59

*Cover photo: Architect's rendering of the Hidalgo County Courthouse, 1951. R. Newell Waters, Architect. Image: Museum of South Texas History, Closner Ramsey Collection, 1988.66.5c.I.GovtBldgs.courthse27*



*Postcard view of the "old" 1910 and the "new" 1954 courthouse, near the time of the dedication ceremony for the new building. Image: Museum of South Texas History, Closner Ramsey Collection, 1988.66.5c. Hidalgo courthse.*

# Introduction

### *Overview and Methodology*

When the historic courthouse opened in 1954, it was the pride of the county. A grand building in the latest architectural style, 70,000 square feet in area, it held all the branches of county government under one roof. By 1977 though, the county population had increased by fifty percent, and many departments had been moved to annex sites. The courthouse was in need of repairs, and planning for expansion and improvements began. In 1980, the building was enlarged substantially to 93,000 square feet and seven courtrooms were added. As the courthouse passed the 50-year mark in 2004, the county population had increased over four-fold, and more remodelling was done to insert new courtrooms into the crowded building. The county's growth has continued, with a population now almost five times that of 1950. Many legal, administrative and general government functions once located in the historic courthouse are now in off-site facilities, but the infill construction and sometimes unsympathetic modifications remain. The current long-range master planning effort for the Hidalgo County Courthouse is an opportunity to set new preservation goals for the historic courthouse, and make it the pride of the county once again.

This study of the Historic Hidalgo County Courthouse is a component of the *Hidalgo County Courthouse Master Plan*, prepared by ERO Architects for Hidalgo County. The study is an abbreviated historic structures report and preservation master plan, and includes information on the history of the courthouse, an overview of existing conditions and broad recommendations for preservation treatment of the building. The study is intended to identify opportunities for preservation and restoration of significant elements and spaces remaining in the Historic Hidalgo County Courthouse. The information will inform the planning team, as recommendations for the future use and preservation of the historic courthouse are formulated.

Partial construction drawings for the original 1954 construction phase and subsequent major additions and renovations, completed in 1980 and 2006, were provided by Travis County (through ERO Architects) for use in this study. The construction specifications were not located, and the drawings of earlier courthouses were also not located, and may not exist.

Historic photographs of the original construction work, the completed building exterior and interior, and later additions and renovations were located in the Museum of South Texas History photo archives. Photographs of earlier county courthouses were located in the holdings of the Texas Department of Transportation photo archives, the University of Texas-Pan American Library, the Museum of South Texas History and the Dolph Briscoe Center for American History at the University of Texas at Austin.

The office staff of the Hidalgo County Clerk provided frequent access to Commissioners Court minutes for information relating to the development and maintenance of the courthouse. The minutes were searched for references to the courthouse, including the site, construction, furniture, furnishings, maintenance, alterations and improvements. (A synopsis of the relevant minutes is included in the appendix.) Additional research was conducted at the Museum of South Texas History, University of Texas-Pan American Library, Dolph Briscoe Center for American History, Texas State Law Library and the Texas State Library and Archives, to locate reference materials about the building, the county courts system and contemporaneous descriptions of significant events.

Hidalgo County (through ERO Architects) provided copies of previous reports and studies of the courthouse, commissioned by the county, for review. Finally, a general sense of the condition, occupancy and use of the building was gathered during the course of two day-long site visits, to assist in preparing the broad preservation recommendations.




*Map of the Rio Grande Frontier Texas, 1892. Image: Texas General Land Office, Map 4660 .*

## History and Development

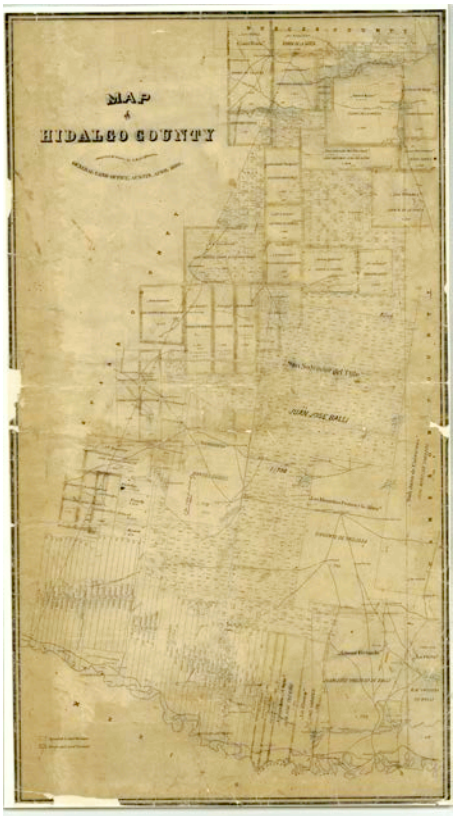
***Early History of Hidalgo County***

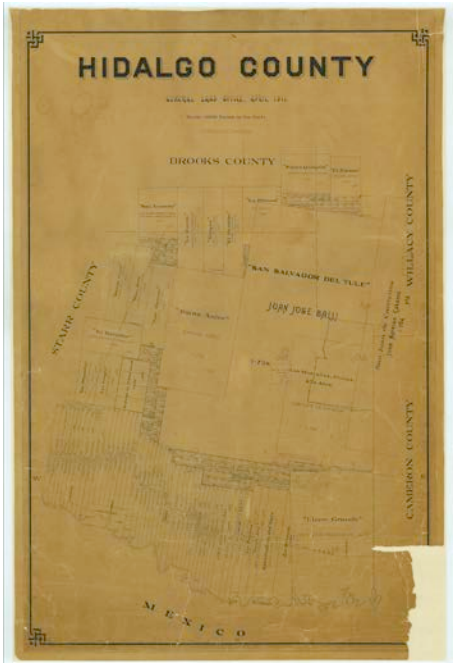
Hidalgo County is in the lower Rio Grande Valley of Texas, bounded by Brooks County to the north, Kenedy, Willacy and Cameron Counties to the east, Mexico to the south and Starr County to the west. The area was inhabited by nomadic Coahuiltecan and Karankawa Indians for thousands of years before the arrival of Spanish explorers in the sixteenth century. During the Spanish occupation of Texas, the area that is now Hidalgo County was part of a large territory below the Nueces River that remained uncolonized for two centuries, known as El Desierto del Muerto or the Wild Horse Desert.[1]

During the first half of the eighteenth century, as France made inroads from the east, Spain focused its attention on inhabiting and stabilizing the territory. In 1746, Jose de Escandon was assigned the task of colonizing the territory by the Spanish government. He founded the province of Nuevo Santander, which extended from near present-day Matagorda Bay south to Tampico, Mexico, and from the Gulf west to the foothills of the Sierra Madre Oriental range. The Rio Grande river was central to Nuevo Santander, and Escandon founded a string of towns along the length of the river over the course of the next few years.[2]

During the nineteenth century, Mexico won independence from Spain and governmental control was more closely held, but the area was sparsely settled, due to inhospitable terrain and ongoing skirmishes with the Indians. After the Republic of Texas was formed in 1836, the area between the Nueces and Rio Grande Rivers was a wild no man's land, claimed by both Mexico and Texas. In 1845, as the Republic of Texas became a part of the United States, the boundary dispute with Mexico became a military issue, sparking the Mexican-American War. Once the boundary dispute was resolved by the signing of the Treaty of Guadalupe Hidalgo in 1848, South Texas

*Historic Hidalgo County Courthouse*




*Hidalgo County, 1880, left. Image: Texas General Land Office, Map 3667.*
*Hidalgo County, 1911, right. Image: Texas General Land Office, Map 16850.*

became more stable and settlement grew. The territory between the Nueces and Rio Grande rivers was first designated as one large county (San Patricio), but was further subdivided into the better part of four counties (Webb, Nueces, Starr and Cameron) later in 1848. The 1850 census for Cameron County, which encompassed the area of present-day Hidalgo County, showed a population of 8,451.[3]

In 1852, the Texas Legislature created Hidalgo County from the western end of Cameron County. Population in the new county was greatest along the Rio Grande river, where the original Spanish land grants (porciones), long narrow tracts extending north of the river bank, had been settled as ranches and small towns. Transportation, farming and trade with Mexico were the primary activities along the river. In the area north of the river, larger tracts of land supported livestock and large ranch holdings.[4]

La Habitacion, a ranch settlement on the Rio Grande dating from 1774, was made the county seat. It was renamed Edinburgh, in deference to settler John Young, who was born in Edinburgh, Scotland. The first Hidalgo County Commissioners Court met on September 2, 1852 in temporary quarters in E. S. Smith's store and their first order of business was to regulate the operation of ferries crossing the river. The Court also arranged to lease a building from Smith for use as the courthouse, and purchased the building the following year, at a cost of $750, and added a brush fence around the courthouse. At some point, perhaps as early as 1861, the town was renamed Hidalgo.[5]

Despite these efforts at civilization, county government struggled to take hold in a vast area sparsely populated by its citizens, more heavily populated by livestock than people,



*The first Hidalgo County Courthouse, located on the banks of the Rio Grande River in Hidalgo, about 1905. Image: Museum of South Texas History, exhibitnegfile.*

and far from the closest city of Brownsville. Law enforcement was lax, and cattle rustling and robbery were common for the next few decades. County politics trended to boss rule and block voting in these years, as well.[6]

Also significant to the development of the county was the beginning of the railroad network in South Texas, which competed with the steamboat trade along the Rio Grande that had dominated commerce in prior years. In 1871, the Rio Grande Railway Company completed a rail line between Brownsville and Brazos Santiago (near present-day Port Isabel), shifting the transport of goods from the river to the land. A decade later, the Tex-Mex Railroad was completed from Corpus Christi to Laredo, as were lines from San Antonio to Laredo and from Monterrey to Nuevo Laredo, shifting trade from Brownsville and the Rio Grande to Corpus Christi and the overland route.[7]

***Early Courthouses of Hidalgo County***

In 1886 the citizens of Hidalgo County resolved to build a permanent courthouse and jail and a location more removed from the edge of the Rio Grande, which tended to flood, and north of the original townsite was selected for the new buildings. Bonds were issued for the erection of a new courthouse and jail in the amount of $20,000. Advertisements for bids from interested contractors were placed in the Brownsville, San Antonio and Galveston papers, and the bid was awarded to Martin Hanson and S. W. Brooks. The building was described as follows:

> *Court house and jail, building material to be brick and separate from each other. Court house not to cost more than $14,000.00 and Jail $6,000.00. Courthouse to be two stories high, and to furnish room at least equal to a building 50 x 40 and Jail to be of sufficient capacity to accommodate 25 prisoners.*[8]

As construction proceeded, a brick wall was added around the jail, and new furniture

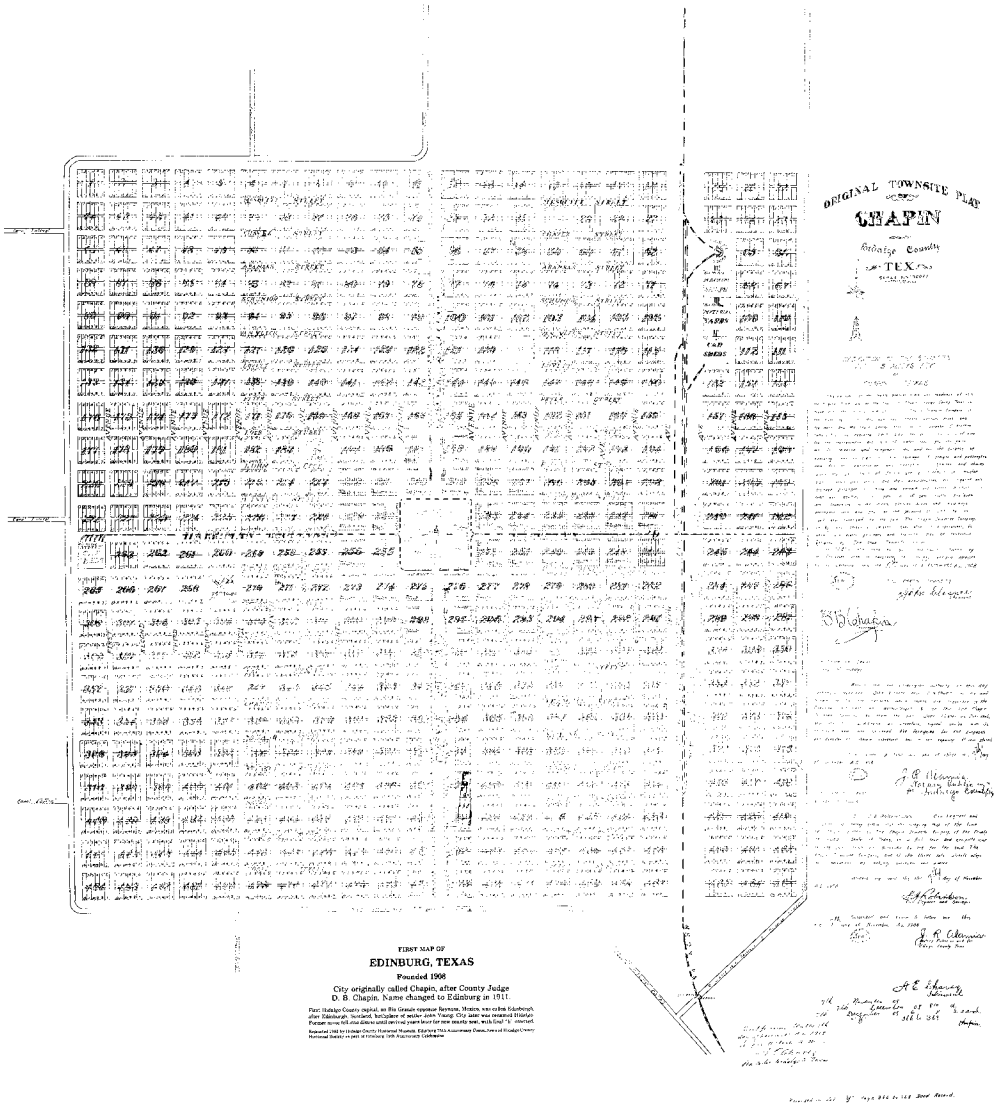


*The Hidalgo County Courthouse and Jail in Hidalgo, about 1905. Image: The Robert Runyon Photograph Collection (image number 03013), courtesy of the Dolph Briscoe Center for American History, The University of Texas at Austin.*

and lighting were purchased for the courthouse as the construction neared completion in 1887. The old courthouse and jail were sold for $155.00, once the new buildings were ready to occupy.[9]

Unfortunately, the new site for the town was still close to the river, and in 1887 a great flood heavily damaged Hidalgo. The Court appropriated funds to protect the new courthouse from encroachment of the river as construction was completed in 1887. In 1889, the Court petitioned the Legislature to provide funds for a jetty and break water in the Rio Grande, to protect the still new courthouse and jail. A new bond issue for $5,000.00 was authorized, to protect the buildings from further erosion of the river. Apparently, the protections were effective enough to inspire confidence in the permanence of the buildings, and a few years later 120 trees were ordered and planted around the courthouse square. The county invested in the translation of the records and archives in 1894, as well as new locks on the doors and cisterns. A few years later, matting was installed on the courthouse floors.[10]

As the fledgling county matured, new residents settled in the area. The population for 1880 was 4,347 people, almost double the number recorded for 1870. Among the newcomers was John Closner, often considered the father of modern Hidalgo County, who came to Hidalgo in 1884 and purchased land in the area. He was appointed deputy sheriff of Hidalgo County and was instrumental in stemming the cattle rustling and robbery that had become rampant in the county. He later served as sheriff, tax collector and county treasurer, and amassed sufficient support and power to become the political boss of the county. He continued to acquire land, and became one of the largest landholders in the area. Closner's San Juan Plantation, located on the banks of the Rio Grande about ten miles east of Hidalgo, was 7,000 acres in 1904. He installed a pumping plant and a network of canals to take water from the Rio Grande and




*Original Townsite Plat of Chapin, Hidalgo County, Texas. November 7,1908. The town planners dedicated four city blocks for the courthouse square in the center of town. The square was prominently located at the intersection of the two main boulevards, with a street car line planned around the square. Image: Courtesy of the Museum of South Texas History.*

irrigate his land. He was the first to raise commercial crops, including alfalfa, sugar cane, fruits and vegetables and tobacco. His land holdings eventually amounted to 45,000 acres.[11]

Through the end of the nineteenth century, the population of the county continued to grow, and was at 6,837 in 1900. Growth came more quickly at the beginning of the twentieth century, when the St. Louis, Brownsville and Mexico Railway was chartered in 1903. The line was part of a rail network built to connect Chicago, St. Louis and the Midwest to Louisiana, Texas and Mexico, enhancing trade and access for all points along the line. In South Texas, the prospect of the railroad was enthusiastically received and generous donations of land and capital were made by ranchers and the citizens of the city of Brownsville to provide the right of way and cash needed to build the line.[12]

Not to be left behind, *The Hidalgo Advance* began publication in March 1903, for the purpose of attracting the railroad to Hidalgo County. Closner gave 2,000 acres for the

railroad, and worked with county business leaders to get the extension of the railroad from Harlingen to Sam Fordyce, on the western edge of Hidalgo County at the border with Starr County. Work on the Sam Fordyce branch began in April 1904, and by the summer had reached the site of present-day Mercedes. The branch continued west, through what would become Weslaco, Donna, Alamo, San Juan, Pharr, McAllen and Mission, and work was completed in 1905 at Sam Fordyce. Land prices appreciated dramatically, from twenty-five cents an acre in 1903 to fifty dollars by 1906 and approaching $300 dollars an acre by 1910. The railroad also made commercial farming more practical, as there was now a way to get crops to market.[13]

Keenly aware of the potential of commercial agriculture, Closner began to plan for irrigation and railroad networks to nurture the development of the interior of the county. In 1906, Closner and William Sprague built the first branch of the San Antonio and Rio Grande Valley Railroad from the Sam Fordyce branch at San Juan Plantation north to the new town of Chapin. The railroad never made it beyond Chapin, although some grading work was done further north in anticipation of a future rail extension. In fact, there was never a roundhouse installed at the north end of the rail line, so the train went forward when travelling north, but had to back up on the return trip to the south. The train, affectionately called Flossie, had one engine and two cars, one for passengers and one for freight, and made its first run in 1908 or 1909. The train would continue as the only rail service for two decades, until the Southern Pacific railroad came to town in 1927.[14]

Closner and Sprague donated 1,400 acres for the development of Chapin, and in partnership with County Judge Dennis Chapin platted the new townsite on November 7, 1908. A month before, the three men had engineered an election to consider the relocation of the county seat from Hidalgo, on the Rio Grande, to Chapin, about twenty miles to the north. (Apparently to maintain a veneer of propriety, Chapin resigned as county judge between calling the election to move the county seat and the canvassing of the returns. Sprague then presided over the meeting long enough to seat S. P. Silver as the new county judge.) In the October 10, 1908 election, 513 votes were cast, 422 in support of relocation and 90 against. Among the reasons for moving the county seat were the continued erosion of the river bank, frequent floods, inaccessibility once the St. Louis and Brownsville Railroad was completed, distance from the geographical center of the county, as well as the potential for growth and development in this part of the county.[15]

Closner sent his ranch foreman, W. L. Lipscomb, who was deputized to allow him to carry a gun, to oversee the transfer of the county records from Hidalgo to Chapin the following morning, to head off any heroic opposition to the move of the county seat. The records were stored in a canvas tent while a temporary brick vault and wooden courthouse were quickly built on the southwest corner of the courthouse square, beside the dusty road to Hidalgo.[16]

The developers of the new town of Chapin prepared a plat for the townsite, which showed a simple grid plan of twenty-two blocks square, with provisions for irrigation canals at the outer edge of the town and the San Antonio and Rio Grande Valley Railroad line on the east edge of town. Four blocks in the center of the townsite were



*View down the dusty road to Hidalgo, taken from the new courthouse under construction in Chapin in 1909. The temporary frame courthouse and canvas records vault are at the right. Image: Museum of South Texas History, Closner Ramsey Collection, 1988.66.5c. HidCo.Courthse2.*

dedicated for use as the courthouse and grounds, located at the intersection of the two main boulevards shown in the town. (Closner Boulevard would later become Highway 281 and Harriman Boulevard FM 107.) The courthouse building was shown at the very center, and the boulevards split within the large, four-block square, with traffic encircling the building. The plat was signed by the townsite corporation representatives on November 7, 1908, and recorded with the Hidalgo County Clerk on December 7, 1908.[17]

The Commissioners met in the temporary courthouse on November 9, 1908, less than a month after the election on the county seat move and two days after the townsite plat had been signed, and discussed the need to build a permanent courthouse and jail in Chapin. The Commissioners "looking ahead and believing that the present prosperity and great development of our county is only a forerunner of what the future will show" decided that an election on the issuance of $75,000 in bonds for the construction of a courthouse and jail in Chapin be held. The election was held about a month later, and 164 votes were cast, 159 in favor and five against.[18]

***1910 Courthouse***

In February 1909 the Court was visited by Austin architect Arthur O. Watson, who presented plans for several previous courthouse projects. Watson had been practicing architecture for over thirty years, and likely presented information on the Val Verde County (1887), Comanche County (1890), Milam County (1890), Llano County (1892) and DeWitt County (1896) courthouses, as well as church and institutional projects he had completed. Perhaps ambivalent about what they saw, the Court then decided to hear from a range of architects in a future meeting. A week later they met with Watson a second time, the San Antonio Structural Steel Company (who likely presented jail projects) and Atlee B. Ayres, of San Antonio. Ayres was apparently representing a joint venture of his firm and that of his colleague Henry T. Phelps. The

two were younger than Watson, but had already complete an extensive body of work in a range of styles for institutional and government clients. They also offered the advantage of better proximity to Chapin, which was surely an advantage when the town was still somewhat difficult to reach. Following the meeting, Ayres and Phelps were hired to design and superintend the construction of the new courthouse and jail project.[19]

Atlee B. Ayres was born in Ohio in 1873, and came to Texas as a boy with his family in 1879. He studied architecture in New York City at the School of the Metropolitan Museum of Art, graduating in 1894, then practiced architecture in San Antonio and Mexico City. In 1898 he returned to San Antonio and began an architectural practice with a partner, C. A. Coughlin that lasted until Coughlin's death in 1905. The firm continued as Atlee B. Ayres Architect until 1922, when he took his son, Robert, as a partner and the firm became Atlee B. Ayres & Robert M. Ayres, Architects.

Prior to receiving this commission, Ayres had considerable experience with the design of public buildings. The State of Texas hired Coughlin and Ayres to prepare a campus master plan for the University of Texas and design the Woman's Building (1903) and the Engineering Building (1904). After Coughlin's death, Ayres designed the Law Building (1908). He would go on to design a string of other courthouses in South Texas, including Cameron County (1912), Jim Wells County (1912), Kleburg County (1914) and Refugio County(1919). In 1915, he was appointed the State Architect and designed the General Land Office Building (1916), the State School for the Blind (1917) and the first building-wide remodeling of the State Capitol (1915). Over the course of his long career, which lasted more than 70 years, he produced over 500 projects. Ayres died in San Antonio in 1969.[20]

Henry T. Phelps was born in Victoria County in 1871, educated at the University of Texas, graduating in 1890, and apprenticed in several San Antonio architectural offices before establishing a practice with S. L. McAdoo 1902. In 1909, he had a practice with D. R. Jacob but by 1910 he formed an independent practice, which continued until the 1940s. By 1912, his reputation was widely established for both residential and public buildings. He designed eleven courthouses in Texas over a twenty-seven year period, done in a range of architectural styles. Before beginning the Hidalgo County Courthouse, Phelps had completed several public buildings, including the MKT Depot in Dennison (1909) and the Frio County Courthouse (1904). He would also produce courthouse designs for Atascosa County (1912), Mills County (1913), Blanco County (1916), Kenedy County (1918), Schleicher County (1924), Uvalde County (1927), San Patricio County (1928), Kimble County (1929) and LaSalle County (1931). He died in San Antonio in 1944.[21]

During the design and construction of the new courthouse in Chapin, the minutes refer to both Atlee Ayres and the firm of Phelps and Jacob in various combinations. Ayres and Phelps were awarded the commission, and a month later plans prepared by Ayres and Phelps and Jacob were approved by the Court. In May 1909, Ayres and Jacobs submitted the final plans and specifications, prior to issue for bids. One year later, the minutes state that Phelps and Jacobs had dissolved their partnership and Phelps asked to end his contract with Hidalgo County, which was done. Still, Phelps' name was listed on the cornerstone, which was installed at the new courthouse about




*View of the courthouse and square in 1925, above. Citrus trees were planted in the square from 1916 to 1925. Image: Museum of South Texas History, excerpt, FIMC. Panorama. 5-12-1925.*



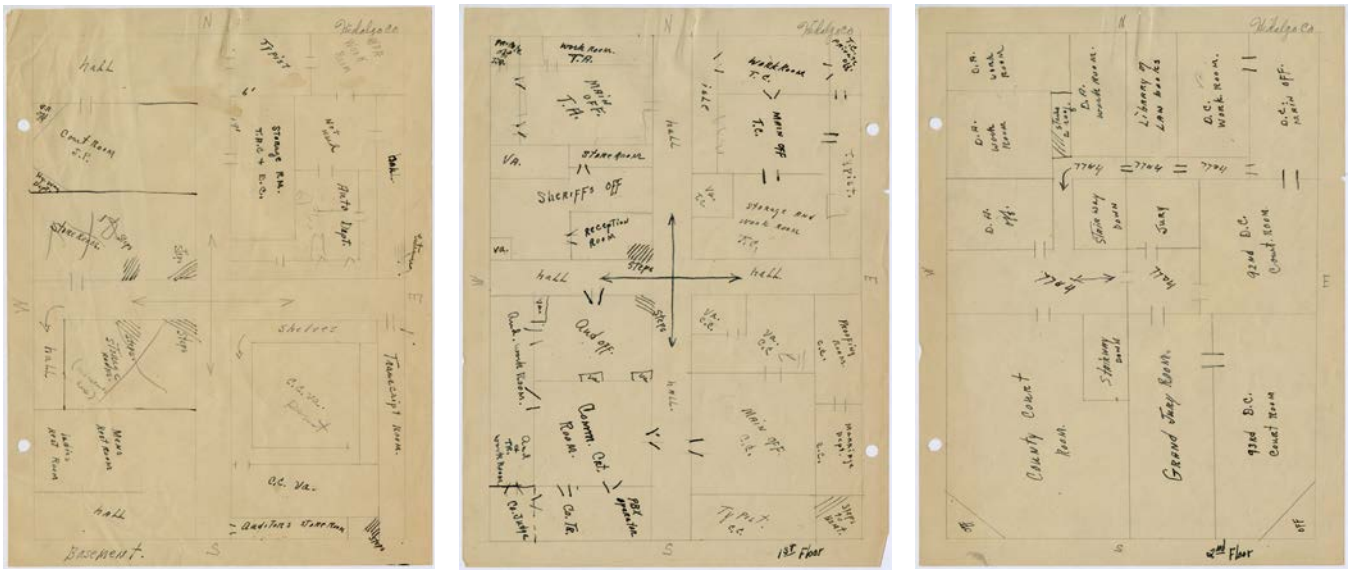
*The Hidalgo County Courthouse in Edinburg, about 1910, right. (A free-standing jail was also built a block away from the courthouse.) Image: The Robert Runyon Photograph Collection (image number 02985), courtesy of the Dolph Briscoe Center for American History, The University of Texas at Austin.*

six weeks after he was released from his contract with the County.[22]

The construction contract was awarded to the firm of Waterston and Schoenfeldt, of San Antonio, in July 1909. The partnership between these two was also dissolved before the completion of the project. The minutes do not make clear which of the former partners actually completed the project, and both names are given on the cornerstone.[23]

Construction proceeded on the $85,000 courthouse for the next year, and on June 24, 1910 the cornerstone was laid, followed by a great celebration. The members of the Mercedes Masonic Lodge conducted the ceremony of laying the cornerstone, assisted by members of the Brownsville and San Benito Masonic Lodges. The ceremony was attended by a large gathering of Valley citizens, attracted in part by a special low train fare from Brownsville for the event. An outdoor barbecue lunch was served to 700 attendees, and a special banquet for 100 Masons was held at the Woodman Hall, which had been decorated by the ladies of Chapin for the event. Later in the afternoon, a baseball game between McAllen and Mission was played. Five months later, the Court officially accepted the courthouse furniture and fixtures, and the building was officially in use as the new home of county government.[24]

The new courthouse was designed in the Mission Style, sometimes called the Mission Revival Style, inspired by the Spanish mission buildings of the early 19th century in California. The style was at the height of its popularity between 1890 and 1915, and was characterized by smooth plastered walls, arched openings and red tile roofs. Towers or turrets, with hipped or domed roofs, and simple balconies and smooth, flat trim were also typical treatments. Ayres likely influenced the design of the building to




*Sketch floor plans of the 1910 Hidalgo County Courthouse, prepared after 1935 as a Works Progress Administration project. Image: WPA Records "Hidalgo County Courthouse", di_07818, di_07819, di_07820, The Dolph Briscoe Center for American History, The University of Texas at Austin.*

reflect the trends he had learned in Mexico, when he practiced there a decade earlier, such as the elaborate mirador and the delicate decorative iron work.

The basic plan of the building was a simple, cross-axial design, with entry porches at each of the four elevations. The plan was symmetrical about both axis on the first floor and was asymmetrical on the second floor to accommodate the large district court-rooms at that level. The building exterior was strongly grounded by the use of a larger ground and first floor mass, topped by an inset second floor. Hip-roofed towers marked each corner, and shaped parapet walls marked each entry. At the first floor, open air arcades extended across each facade, between the corner towers.

No original plans and specifications for the 1910 courthouse were located, save for a set of sketches of the floor plan made as part of a Works Progress Administration project describing the condition of records stored in the county courthouse, made after 1935. By this time, the open air arcades at the first floor had been infilled, to create additional office space for the first floor. The basement level housed the justice of the peace courtroom, the auto department, the typist office, restrooms and storage rooms and vaults. The first floor housed the auditor, county clerk, sheriff, treasurer, tax assessor and tax collector, as well as the commissioners court room and county judge's office. The marriage department and document storage vault were also on this level. The second floor housed the 92nd and 93rd District Court rooms, the grand jury room and the county court room. The district attorney, district clerk, jury room and law library were also on this level.

The courthouse square was by design a commanding public place, taking a full four blocks in the center of town. The courthouse was prominent on the skyline, and was the tallest building in town for many years, and was the only building of any stature when first built. The large square was developed as a park, beginning a few months after the courthouse was opened, when the county judge ordered 250 shade trees for planting on the square. In 1915, the streets around the square were gravelled. At about that time, a bandstand was built on the square. In 1916, a citrus grove was planted





*Panoramic view of Edinburg, with the courthouse, square and jail on May 12, 1925, top. Citrus trees were planted in the square from 1916 to 1925. Image: Museum of South Texas History, FIMC. Panorama. 5-12-1925.*

*Panoramic view of the courthouse and square on March 17, 1930, center. Perimeter palm trees, lush grass and a covered bandstand support the public park use. Image: Museum of South Texas History, Fimc.Hid. Co.Courthse.3-17-1930 (ii).*

*Street view of courthouse and square, taken in the late 1930s. Even as new commercial buildings were built downtown, the courthouse remained a prominent feature of the skyline. Image: Texas Department of Transportation.*

in the parks, which appears lush and full in photographs, but was removed by the county in 1925. Deer were kept on the grounds for a time, as well. In later years, palm trees were planted along the edges of the parks, and turf was planted on the grounds. Postcard views of the courthouse and grounds make note of the view "through the palm trees." In 1933, the Edinburg Chamber of Commerce was given permission to build and maintain a free-standing building on the northwest corner of the courthouse square for office and meeting room space, but the parks remained a key outdoor public space for the city and the county.[25]

The courthouse building, while a source of great civic pride, appears to have had some maintenance and durability issues. In 1915, contractor M. L. Waller was hired to reinforce the foundation. In 1916, there were expenses for drainage repairs, and plumbing work was also done. At some point, portions of the open air arcades were enclosed, for use as added space; some of this shows in photographs taken on November 11, 1927, when the Southern Pacific Railroad train reached Edinburg. More repairs were made in 1925, and in 1931 the roof and basement windows were repaired. Gas service was installed in the building in 1927. Architect Robert Vagler was hired to remodel the 93rd District Courtroom in 1931, likely in conjunction with the creation of the 92nd District Court effective in 1932. At some point, before the time of the WPA records storage review, all of the arcades on the first floor were enclosed. The ladies rest room was renovated in 1935, at a cost of $100. In 1939, the court house was repaired under a National Youth Administration project.[26]

In the WPA review, entitled "Housing, Care and Accessibility of the Records of Hidalgo County", several concerns about the condition of the building were noted. As a general assessment, the report noted:

> *The exterior walls are in fairly good condition, but the floors, ceilings, and interior walls are in generally bad condition, there being large cracks due to seepage and an inferior foundation.*

In a hand-written annotation, the word "inferior" is struck out, and the word "defective" written in. The writer went on to describe the storage facilities for the County Clerk's records as follows:

> *The county clerk has a roomy vault 16' x 20' adjoining his office in the southeast corner of the first floor.....Ample artificial lighting is provided but there is no ventilation, and the air is foul. Steps lead from this vault down to the basement vault 32' x 32', with wood shelving on the south and east walls.....Here are located the map records which are referred to very frequently and it is recommended that they be placed in a lighter,*



*Aerial view of the courthouse and square in the late 1930s. The original mirador was replaced with a simpler form, due to damage of some kind. The park is still a strong urban element, with many more sidewalks. Image: Museum of South Texas History, Fimc.HidCo Courthse2.*

> *better ventilated and more conveniently accessible place. 35% of the records are stored in this vault and are damp and moldy due to seepage in the basement and lack of ventilation.*

The report concluded with this recommendation:

> *Generally speaking, care given the records of Hidalgo County has been such as to preserve and make them accessible to those desiring to consult them. It is hoped that the present and successive county officials may work out a plan whereby those records stored in the basement may be removed to a dry place.*[27]

As the building conditions deteriorated, Hidalgo County and the county seat flourished. In 1911, the county petitioned the federal government for permission to change the name of the county seat from Chapin to Edinburg; D. B. Chapin was involved in a murder in San Antonio, and it was apparently deemed best to return to the earlier name to minimize and negative association.

Also in 1911, the overall area of the county was decreased when the northern third of the Hidalgo County was incorporated into the newly formed Brooks County. Yet, the 1920 census of the reduced county area was double that of a decade earlier, due in large part to a great influx of farmers settling in the county. In 1921, the area of Hidalgo County was further reduced by the creation of Willacy County, which took a portion of the eastern edge of the county. Again, by the time of the 1930 census, the population in the county had doubled over that of the previous decade, and the number of farms had more than doubled. The population increased by 50% in both the 1940 and 1950 census, and the number of farms in the county continued to increase.[28]

As the county grew, the Legislature shifted and added district courts to accommodate the changes. When the new courthouse in Chapin was occupied, Hidalgo County was

in the 28th Judicial District, and the 28th District Court met in the new building. In 1915, Hidalgo County was removed from the 28th Judicial District and included in the new 79th Judicial District, along with Starr, Brooks, Jim Hogg, Duval and Jim Wells Counties. In 1923, the 93rd Judicial District, composed of Hidalgo County alone, was created, and the 93rd District Court met in the courthouse. In 1932, the 92nd Judicial District, composed of Hidalgo County alone, was created, and Hidalgo County was removed from the 79th Judicial District. As the county continued to grow, it was certain that more judicial districts and district courts would be created, but the courthouse was at capacity by the late 1930s.[29]

***1954 Courthouse***

On June 19, 1951, the Court accepted "numerous" petitions signed by county citizens calling for an election for a new courthouse. The Court voted to begin the procedure of calling an election on a new courthouse. The first order of business was to establish an estimate of the cost to design and construct a new building, which required engaging the services of an architect. A few weeks later, the Court interviewed seven architectural firms -- three from Houston, two from Weslaco, one from Pharr and one from Harlingen. On July 5, 1951, they hired R. Newell Waters of Weslaco as the architect for the new courthouse.[30]

Roscious Newell Waters was born in 1899 in San Angelo, Texas. Upon graduation from high school in San Antonio in 1917, he served in the US Army until the end of World War I. In 1919, he enrolled in the University of Texas at Austin, where he studied for two years, then transferred to Massachusetts Institute of Technology. He received his undergraduate degree in architecture from MIT in 1923, interning with a Boston architectural firm while in school. He continued with post-graduate studies at MIT for one year, then moved to Weslaco and began to practice architecture. His parents had recently moved to Weslaco, and his father was a partner in a real estate development company in Edinburg.[31]

As the region was developed, R. Newell Waters received many commissions for houses and civic buildings in the area, including the Weslaco City Hall and Fire Station (1928) and the Howard E. Butt house in Corpus Christi (1936). His early work was often in a Spanish Colonial Revival style, and later he was known for his work in the Monterrey style. He worked in partnership and collaboration with other architects, including several early projects with Ralph Cameron, a prominent San Antonio architect, to produce a city hall and fire station for city of Mercedes (1927) and a large residence for A. Y. Baker, in Edinburg (1927). In 1936, he was hired by the Weslaco Chamber of Commerce to "modernize" the business blocks of Main Street. Waters prepared sketches and watercolor renderings of a remodeling scheme for over 45 buildings, altered to create a harmonious, Mission style commercial district. The transformation generated a 50% increase in business, and was published in architectural and business journals of the time. As his career matured, he produced modernistic style designs for school districts and commercial clients across South Texas. He also had oil, farming and ranching interests in the Rio Grande Valley. He retired from architectural practice in 1962, and died in Weslaco in 1979. (Unfortunately, he apparently burned his architectural drawings and papers several years before he passed away, so no drawings or files for the Hidalgo County Courthouse project from his office survive.)[32]

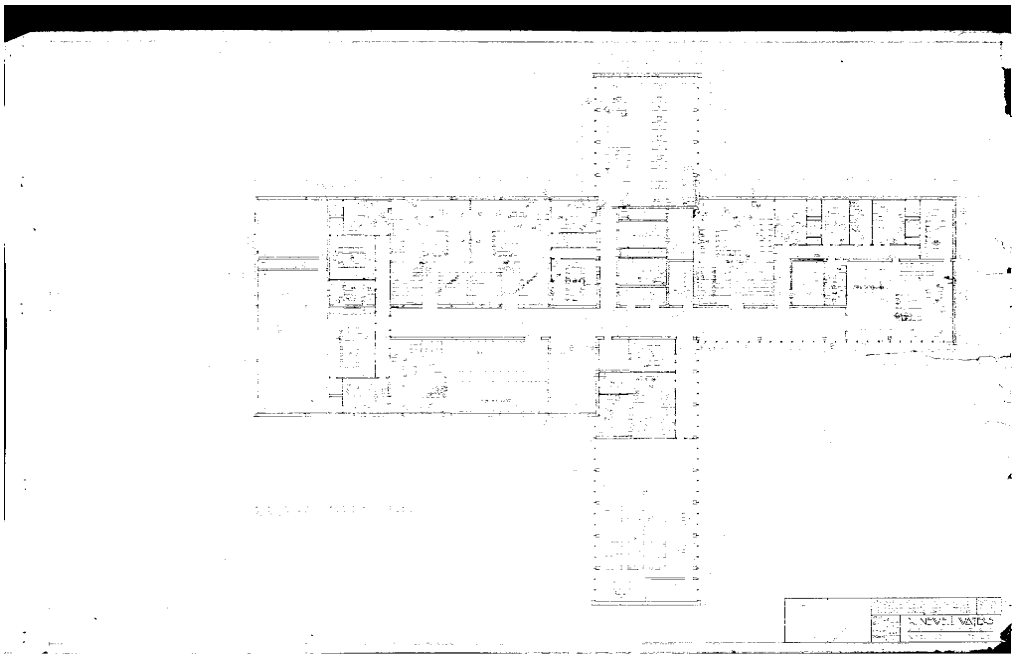


*Architect's rendering of the Hidalgo County Courthouse, produced in 1951. R. Newell Waters, Architect. Image: Museum of South Texas History, Closner Ramsey Collection, 1988.66.5c.I.GovtBldgs. courthse27 .*

Waters met with the Court a few days after he was hired to discuss the county's preliminary space needs. He returned a little over a week later with a space analysis chart for the proposed new courthouse, and recommendations for the size and projected cost for the new building. The space analysis compared the 1910 courthouse, at roughly 30,000 square feet and a 54% efficiency factor, to the proposed new courthouse, at 70,000 square feet and 72% efficiency. Waters proposed a project budget of $1,500,000, to include $1,260,000 for the new building and associated fees, $150,000 for furnishings, $25,000 for razing the old building and $90,000 for the grounds. The Commissioners moved to call an election on a bond issue of $1,500,000 for a new courthouse, with the election to be held on August 11, 1951, on a unanimous vote.[33]

The day after the bond election, the *Brownsville Herald* reported that "Hidalgo County will celebrate its 100th anniversary in 1952 around a new $1,500,000 courthouse, courtesy of the taxpayers who voted Saturday." The bond issue carried by a margin of three to one, with 3,125 votes in favor and 1,386 against. At its next meeting, the Court authorized Waters to proceed with preliminary sketches of the new courthouse building, pending final approval of his contract with the county. The preliminary sketches were approved by the Court five weeks later, and the general public was invited to visit Mr. Waters to view the plans and make any suggestions to the Court. Waters followed up a few weeks later with a letter to the Court, noting that he had met with each departmental branch of county government to occupy space in the new courthouse, and that all had indicated their approval of the space as proposed. He cautioned against any further changes, especially during construction, which would involve additional expense and confusion.[34]

The building was designed to house all county government functions, except for the jail, and included space for several newly created county functions, such as the back tax attorney, the drivers license office and the county health unit. There were five courtrooms on the second floor -- three for the functioning County Court at Law and the 92nd and 93rd District Courts, one for the newly created 139th Special District Court and one proposed for use as a federal district court space -- as well as the district clerk



*There were five courtrooms designed for the second floor, each fully outfitted with courtroom furniture, as shown in the original furnishings plans. Hidalgo County Court House, R. Newell Waters, Architect, sheet F-2 of 6, February 10, 1955. Hidalgo County, Facilities Maintenance Department.*

and court support offices. There was also a Commissioners Courtroom on the first floor, as well as a suite of offices for the county officials and staff. The auditorium on the first floor was designed for jury impanelling, and there was a large law library space on the second floor. The county clerk and tax assessor occupied the first floor south wing. The upper three floors had offices for a range of county staff and departments, including the district attorney, the county agent and the home demonstration agent, as well as two jury dormitories. The building was completely up-to-date in style, employing the principles of Modern and International Style architecture. Simple building volumes with an asymmetrical juxtaposition of forms was typical of the International Style, without the ornament or decoration used in earlier architectural styles. Flat roofs, smooth wall surfaces broken only by ribbon windows and cantilevered forms, expressed in three distinct stones, made up the powerful building composition of the striking new courthouse. The building was located on the western edge of the courthouse square, immediately west of the old, 1910 courthouse.

In January 1952, the City of Edinburg notified Hidalgo County that the old courthouse was condemned and must be removed within one year. The order noted that the building was liable to fall down, dangerous, not fire proof and a non-conforming building. If the County did not remove the building, the City would do the work, and bill the County for the cost incurred. An article in the *Brownsville Herald* included the background on this issue. In order to build the courthouse, the County needed the permission of the National Production Authority. The NPA was established under the federal Defense Production Act of 1950 and was part of the Department of Commerce. The NPA addressed the production and supply of materials needed for military defense, and was one of several federal agencies authorized to regulate the economy so that defense production needs could be met, even if this meant restricting the flow of goods and services to the civilian sector of the economy. Hidalgo County was required to seek permission to devote resources to the construction of a new



*View of the north and east wings of the Hidalgo County Courthouse, looking southwest, in the 1960s. Image: Museum of South Texas History, Lucy Wallace Collection, 1986.62.1Ji.*

courthouse, and the condemnation order for the old courthouse was part of the justification for the request. The permission was granted, and a bid date of June 3, 1952 was set for the project. Later, the bid date was pushed back, to allow for the completion of the sale of the bonds for the project costs.[35]

The bids were finally received on September 16, 1952. Eight bids were received from general contractors from Houston, Austin, McAllen, Brownsville and Mercedes. Judge Richardson thanked the bidders, and indicated that the Court would not rush their final decision, but would study the bids for ten days before making an award. On September 22, 1952, the Court awarded the contract to Noser Construction Company, of McAllen, at a base bid of $1,264,000 and 365 days. Eight alternates to the bid were also considered, and six were accepted -- four additions and two deductions. Two substitutions on stone selections, both deductions, were also accepted, for a total cost of $1,256,412.[36]

Noser Construction Company was owned by Edward A. Noser, who operated a family-owned lumber mill in Franklin County, Missouri as a young man. In 1917, he traded his mill for a 50-acre farm in the Rio Grande Valley. By 1933, he operated Noser Lumber Company in McAllen. He was apparently a man of many interests, evidenced by a patent application for his invention of adjustable scaffolding for use in construction work, which was granted in 1942. Noser's bid included a proposal to begin construction within ten days of contract award and to complete the work within 365 days, a duration considerably shorter than proposed by the other bidders. His son, Dave Noser, supervised the construction work on the courthouse project. Noser Lumber Company continues to operate in McAllen, Texas.[37]




*View of the north and east wings of the Hidalgo County Courthouse, looking southwest, in about 1965. Image: Museum of South Texas History, Fimc.I.GovtBldgs. Courthse29.*

The ground breaking ceremony for the new courthouse was held on October 6, 1952. After the speeches, workers removed the roads, palm trees and sidewalks on the west side of the old courthouse. In early 1953, the Court approved the final adjustments to traffic around the courthouse square, by accepting the Highway Department's proposal to gently curve US 281 around the eastern edge of the new courthouse. Later that year, the Court modified the agreement with the Edinburg Improvement Association, represented by the heirs of the original grantors of the four blocks of the courthouse square, to allow for the construction of the new courthouse and the possibility of the sale of the eastern two blocks of the original courthouse square, with the proviso that the Edinburg Improvement Association retained all reversionary rights to the property, and might choose to retain the property or to participate in the sale, should the Court determine that a portion of the square was not needed for use as part of the courthouse grounds.[38]

On February 17, 1953, Waters reported to the Court on the progress of the construction work, noting that things were on budget, with a total project cost of $1,536,000. He noted that "we don't have to apologize to anybody on the financial cost." The Court also selected the interior stone for the main public corridors, a marble from Missouri called St. Genevieve Rose. One commissioner asked if it would be hard to replace, in the event it cracked, and Waters replied "don't worry about having to replace it," that it was not going to crack.[39]

Plans for new courthouse furniture and furnishings were prepared by Waters in early 1953, with one large bid package for general furnishings and three smaller bid packages for "opera chairs" for the auditorium, jail holding cells for the sheriff's office



*Groundbreaking, October 6, 1952. Image: Museum of South Texas History, 1991.37.03a.I.GovtBldgs.courthse21.*



*Construction progress photo, 1952. Image: Museum of South Texas History, 1991.37.03a.I.GovtBldgs.courthse12.*



*Construction progress photo,1953. Image: Museum of South Texas History, 1991.37.03a.GovtBldgs.HCC (i).*



*Construction progress photo, 1953. Image: Museum of South Texas History, 1991.37.03a.I.GovtBldgs.courthse20.*



*Construction progress photo, 1953. Image: Museum of South Texas History, 1991.37.03a.I.GovtBldgs.courthse14.*



*Dedication, May 20, 1954. Image: Museum of South Texas History, I.GovtBldgCourthse.1953-54i.*



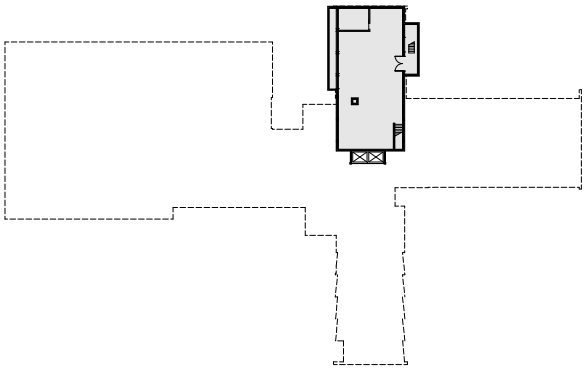
*View of the north and west wings of the Hidalgo County Courthouse, looking southeast, March 5, 1956. Image: Museum of South Texas History, Fimc.I.GovtBldgs. Courthse7.*

and bed frames and mattresses for the jury dormitories. Bids were opened on April 13, 1953 and awarded the following week to the low bidders. Maverick-Clarke, a San Antonio based office furniture company, was awarded the large bid package for $110,446.78.[40]

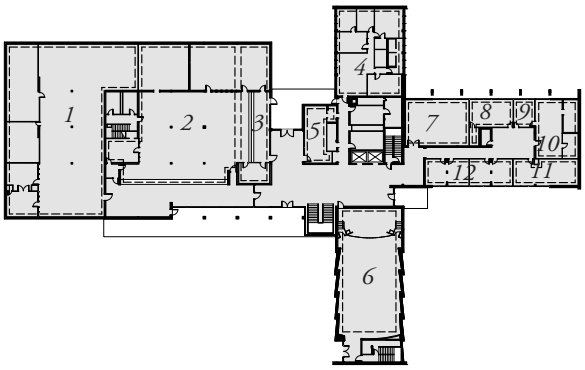
As construction was nearing completion, the Court appointed a Buildings, Maintenance and Grounds Committee for the purpose of making sure that the building was properly occupied and maintained. Members included Waters, the county judge and the sheriff. Newspaper accounts at the time of occupancy note that the committee was to make sure "there'll be no posters stuck on the walls, no extension cords trailing along the baseboards, no exposed plumbing," perhaps to avoid conditions existing in the 1910 courthouse. The same newspaper account noted:

> *This building is built to stand longer than the useful 45 years the old building put in. Its plaster and mortar is crystallizing. Its brick are crumbling and its paint is peeling off to expose colors used years ago. It served its purpose. But it did not serve it as long as the present one is expected to serve, particularly with the watch-dog committee on the job.*[41]

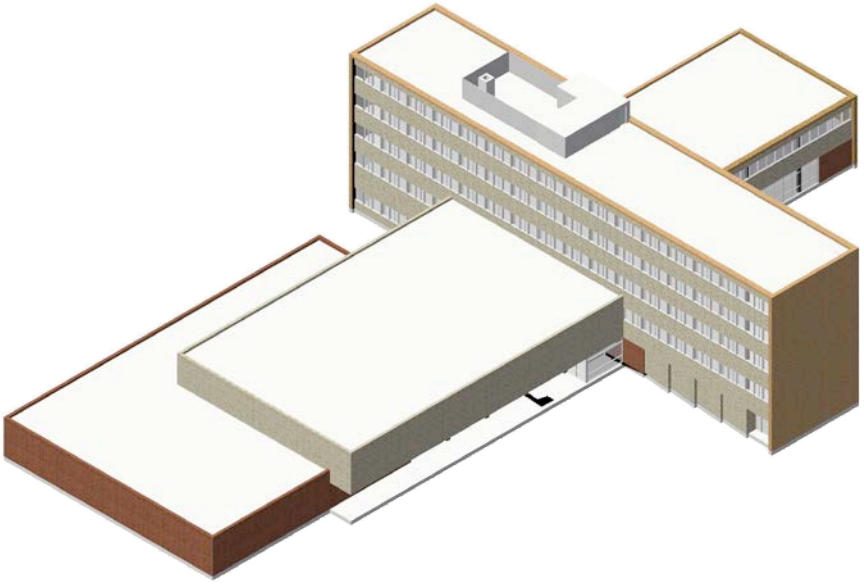
The committee would have things to monitor from early on, as the old departments moved in to new spaces, mingled together with new departments housed in the courthouse for the first time. Also, the courts themselves would undergo change. The Special 139th District Court was created by the Legislature as of September 1, 1954. As originally envisioned, the court would cease to exist in the summer of 1956. But, a year after the new courthouse was occupied, the Legislature made the 139th a permanent court. Hidalgo County also extended an invitation to the judges of the US District Court of the Southern District of Texas to sit in the new courthouse as might



*Basement*



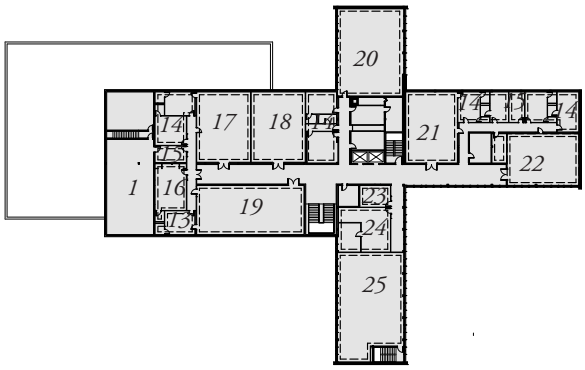

*First Floor*



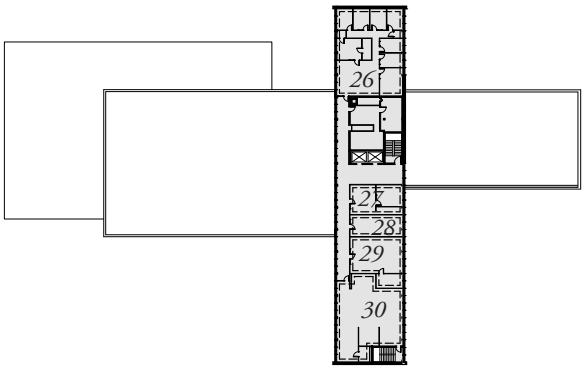
*Axonometric View*

***THE COURTHOUSE IN 1954***

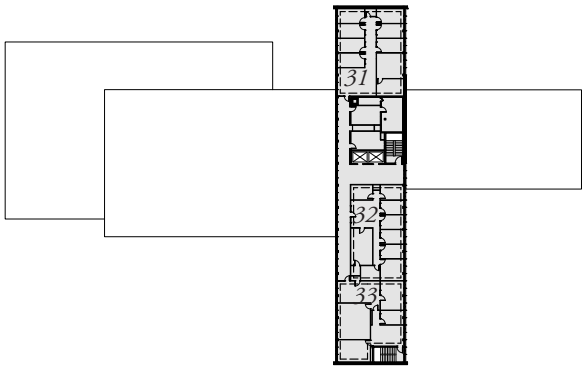
*The Courthouse was built to house all the branches of county government, in approximately 70,000 square feet of space on six floors. The basement had mechanical equipment only, and the first floor had the county clerk and tax assessor offices, as well as an auditorium and coffee/snack bar. The county court functions, including the commissioners court, and the county auditor, treasurer and engineer, were also on the first floor. The second floor was devoted to court functions, with three district courts and a county court at law, and associated judge's offices, jury rooms, court reporter offices, law library and grand jury room. There was also a future federal district courtroom on this floor. There was a record room for the county clerk office, accessed by a staff-use only interior stair. On the third floor were the district attorney and the offices for veterans services, drivers license, the County agent and the County home demonstration agent. The child welfare, relief and old age and health unit offices were on the fourth floor. The jury dormitories, County school superintendent and the liquor control board offices were on the uppermost level. A suite of unassigned space was also located at this level.*



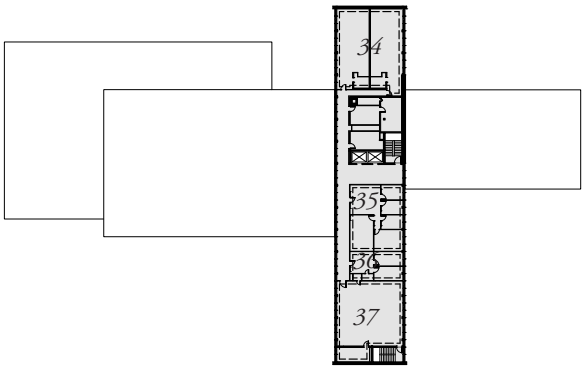

*Second Floor*




*Third Floor*




*Fourth Floor*




*Fifth Floor*

*LEGEND*

*1 County Clerk*
*2 Tax Assessor*
*3 Motor Vehicles*
*4 Sheriff*
*5 Coffee Bar*
*6 Auditorium*
*7 Commissioners Court*
*8 County Judge*
*9 County Auditor*
*10 County Treasurer*
*11 County Engineer*
*12 County Commissioners*
*13 Judge's Office*
*14 Judge/Jury*
*15 Court Reporter*
*16 Grand Jury*
*17 County Court at Law*
*18 District Court (139th)*
*19 District Court (92nd)*
*20 District Clerk*
*21 District Court (93rd)*
*22 Federal Dist. Ct. (proposed)*
*23 Conference*
*24 Delinquent Tax Attorney*
*25 Law Library*
*26 District Attorney*
*27 Veterans Services*
*28 Drivers License*
*29 County Agent*
*30 Home Demonstration Agent*
*31 Child Welfare*
*32 Cty Relief & Old Age*
*33 County Health Unit*
*34 Jury Dormitory*
*35 Superintendent of Schools*
*36 Liquor Control Board*
*37 Unassigned*





*The dedication took place on May 20, 1954, adjacent to the vacant 1910 courthouse. Many interested citizens attended to hear the address by Lloyd Bentsen and tour the building. Image: Museum of South Texas History, 1991.37.03a.I.GovtBldgs. courthse31, left. 1991.37.03a.I.GovtBldgs. courthse26, right.*

be convenient to them, at the suggestion of the County Bar Association, which would be another new circumstance for the committee to address.[42]

As construction neared completion, the Court made preparations to occupy the new building. On May 18, 1954, the east door of the new courthouse was designated as the official location of all public sales. The official bulletin board for public notices was located on the south wall of the new lobby. The dedication ceremony was held on May 20, in the shadow of the old courthouse, attended by "several thousand owners of the new building" and visiting judges and other dignitaries. The Bobcat Band from Edinburg High School performed, and choirs from Edinburg and surrounding town high schools sang several patriotic songs. Lloyd Bentsen, Jr., who had served as the state's youngest county judge in the 1910 courthouse before running for legislative office, gave the dedication speech. A large barbecue was held at Bobcat Stadium, followed by a square dance performance on the courthouse square. The adjacent streets were roped off, to allow for dancing on in to the evening. Newspaper accounts described the new building in great detail, even down to the two automatic elevators, which would be run for a short while by human operators until the "do-it-yourself" controls were familiar.[43]

A few days later, the Court opened bids on the razing of the 1910 courthouse. Only one bid was submitted in the amount of $22,730 by Rowland & Hunter, of Pharr, which the Court turned down. A week later, a bid of $5,200 from Ted Hall, of Des Moines, Iowa, was accepted. Hall made the bid by telephone, without having seen the building, while his firm was demolishing the old courthouse in Bryan, Texas. A few weeks later, with the demolition nearing completion, the contents of the cornerstone were examined, including mesquite beans, old coins, old newspapers, names of county officials and a folding fan. The cornerstone itself was salvaged and installed on the courthouse grounds, where it remains today.[44]

In August, a meeting between the County, City of Edinburg and the State Highway Department was held to discuss the streets around the new courthouse, related to landscaping the courthouse grounds. A right of way easement was granted for the course of US 281 through the square, and also for a twenty foot strip around the edge of the square. On November 30, 1954, the Court awarded the bid of E. B. Darby for










*Postcard views, above, tout the courthouse as "the newest, the finest, the most modern" courthouse in the state. Images courtesy of the Texas Historical Commission.*



*The dedication ceremony continued on the interior of the building, where visitors enjoyed the opening proceedings in one of the second floor courtrooms. Image: Museum of South Texas History, 1991.37.03a.I.GovtBldgs. courthse24, right.*

$30,000 for the site development work, and also determined that the east side of the original courthouse square would not be sold, but retained by the County. The sheriff was authorized to contact local nurserymen for designs and costs for landscaping the courthouse grounds. Meanwhile, citizens approached the Court with suggestions to pave the east side of the square for use as a parking lot, and offers of plants and assistance for "beautifying" the grounds. In 1956, the Junior Chamber of Commerce petitioned for permission to plant carpet grass in the four corners of the parking area on the east side of the square. At the end of 1957, the east side of the square was named Hidalgo Plaza, and operated jointly with the City of Edinburg, and more landscape improvements were made. In late 1958, royal Poinciana trees were planted on the north side of the plaza by the Chamber of Commerce and the Edinburg Jaycees.[45]

On October 27, 1954, a disgruntled oil field employee brought a homemade bomb in to the courthouse, which exploded and caused great damage to the building. Henry Miller attended a court hearing on his workmen's compensation case, in which he sought payment for missed salary related to an oil field accident. He was leaving the courtroom on the second floor and was at the head of the monumental stair when the bomb, made with several sticks of dynamite, went off. Miller was killed instantly, but although the building was crowded, there were no other injuries. Interior marble panels were blown off the walls, glass windows were shattered and the exterior stone was damaged. The damage cost almost $40,000 to repair, including replacement of several St. Genevieve Rose marble panels.[46]

In 1956, perhaps the most significant trial to be held in the new courthouse was filed in the 93rd District Court, *State of Texas v. Hidalgo County Water Control and*





*Shortly after the building opened, a disgruntled oil field worker detonated a homemade, dynamite bomb in the building. Although the building was full of people, the only casualty was the bomber himself. The crowd was sent outside, while the incident was investigated. The building sustained considerable damage which was quickly repaired.*
*Image: Museum of South Texas History, 1989.18.2, left. 1989.18.1, right.*

*Improvement District No. 18*. In 1949, a catastrophic drought that would last through 1956 took hold in the Rio Grande Valley, and the residents of Starr, Hidalgo, Cameron and Willacy counties struggled to conserve limited water supplies. The Rio Grande River flows were fundamentally changed with the construction of the Falcon Dam in 1953, designed to provide flood control, water conservation, power and recreation on a huge lake upstream of Hidalgo County. On orders from the Governor, the State Board of Water Engineers monitored water levels and ordered releases from the reservoir to provide water for municipal, agricultural and industrial uses from 1953 to 1956. In June 1956 the Board determined that there was only enough water in the United States share for three months of municipal, domestic and livestock consumption, and ordered all water remaining in the reservoir reserved for these uses. On June 9, 1956 the Rio Grande stopped flowing at Brownsville. Releases from the Falcon Reservoir were diverted by upstream irrigators, and never reached the municipal, domestic and livestock users downstream.[47]

On June 28, 1956 the State of Texas, on behalf of the Board and joined by the cities of Brownsville, Edinburg, Harlingen, McAllen, Mission, Pharr, Raymondville and San Benito, filed a suit to restrain the diversion of water for irrigation when the Falcon Reservoir was at or below 50,000 acre-feet capacity. The 93rd District Court took custody of the waters of the Rio Grande from the head of the Falcon Reservoir to the mouth of the river at the Gulf. The defendants claimed that their right to access the waters for irrigation was conveyed under the old Spanish and Mexican land grants, an issue that was considered in a separate case, *State of Texas v. Valmont Plantations*. That case held that the rights to water for irrigation did not convey under the grants, unless expressly addressed in the grant, in a final decision issued in 1962. The main case was then tried from 1964 to 1966, and an office suite on the fifth floor of the courthouse was vacated for use by the court clerk and reporter assigned to the trial. The final judgement was given on appeal in 1969. The case, which took over thirteen years to resolve, involved almost 3,000 parties and cost millions in court costs and fees, illustrated the need for a better system of water rights determination, and led to the passage of the Water Rights Adjudication Act in 1967.[48]





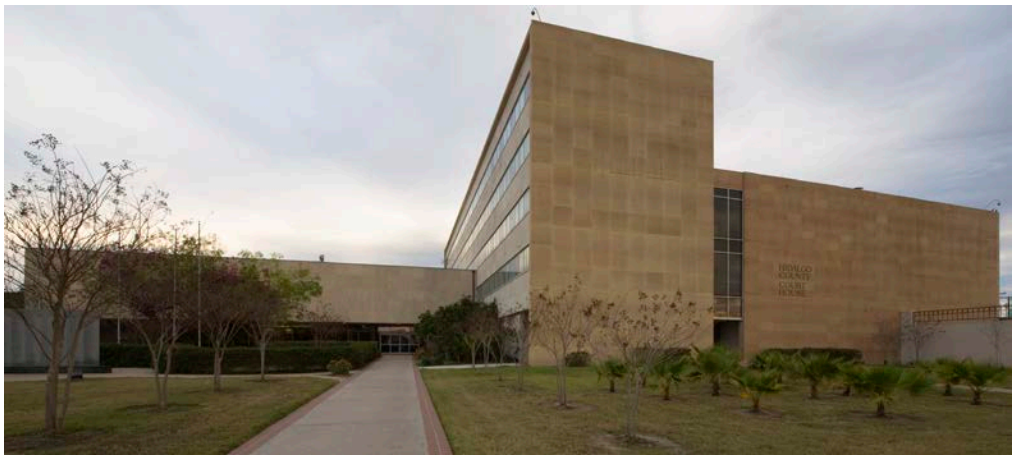
*Aerial view of the courthouse and square, right, about 1955. The west parking lot is developed, but the east side of the square is not improved. The Chamber of Commerce building, now the Courthouse Annex, shows at the lower left. Image: Museum of South Texas History, 1987.38.1.*

*Postcard view, above, about 1976. The Plaza Hidalgo improvements to the east side of the square are complete, and the Courthouse Annex is in use by the county, after additions were made to the original Chamber of Commerce building. Image courtesy of the Texas Historical Commission.*

As the massive water rights case slowly wound its way to conclusion, the Commissioners dealt with modifications and repairs in the new building. In 1957, tinting film was added to the courthouse windows to reduce glare and heat transmission. In 1959, jurors asked the Court to provide more sanitary facilities for jurors, who found sharing a single lavatory, toilet and shower between eleven male jurors, as one petitioner described, difficult. The facilities were finally expanded in 1963, when Noser Construction Company was hired to do the work on an emergency basis. That same year, Sam Gatti was hired to repair plaster cracks and remove "fungus resulting from dampness" inside the courthouse. A swing scaffold was purchased at the same time, for use in repairing the exterior walls of the building. The glass exterior doors were apparently replaced in 1973, when the minutes note the original glass doors were sold.[49]

In early 1959, the Chamber of Commerce and the Edinburg Women's Community Club proposed the sale of their office building to the County for $5,000. Permission had been given to the Chamber to construct the small office building on the northwest corner of the courthouse square in 1933, and they had occupied the building ever since. The Court quickly accepted the offer, moved the Right of Way Department in to the building, and designated it the Courthouse Annex a few months later. Noser Construction Company was hired to remodel the vacated space in the courthouse for use as the County Treasurer's Office. The Annex was expanded in 1961, and again in 1973.[50]

In 1961, plans for beautification of the parking area on the east side of the square were again discussed. The Texas State Historical Survey Committee installed a historical marker about El Sal Del Rey on the grounds in 1963, complementing the Centennial marker about Hidalgo County, which had been installed in 1936. The Edinburg



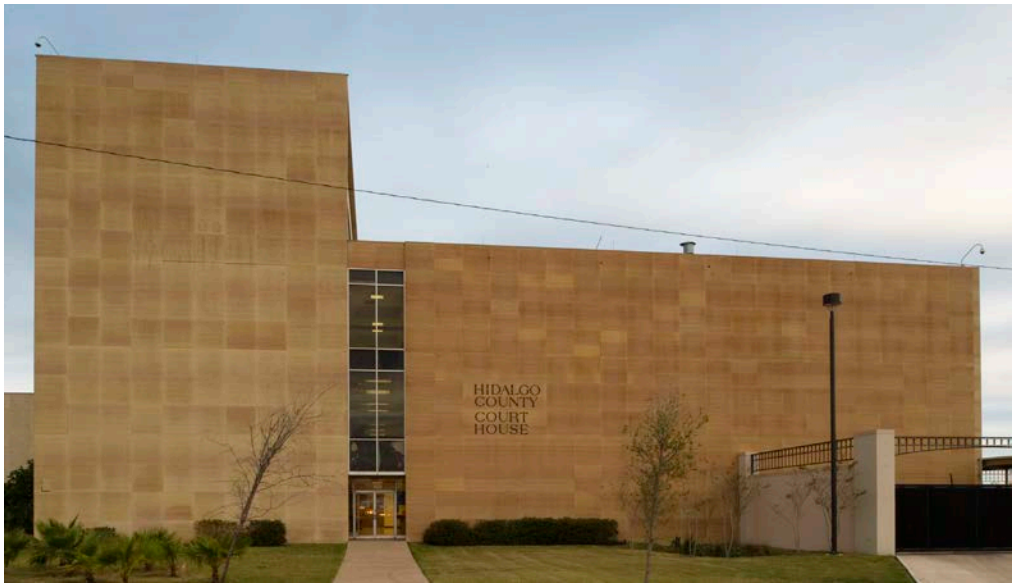
*View of the original 1954 courthouse, on the left, and the 1980 addition, on the right, looking west, February 20, 2009. Image: © Capitolshots Photography.*

Garden Club installed a statue of St. Francis of Assisi and a bird bath on the grounds in 1964. The cornerstone of the old 1910 courthouse was installed on the south lawn, along with two markers placed by the Hidalgo County Historical Survey Committee that year, as well. In 1966, the City of Edinburg was given permission to build a fountain on the southeast quarter of the square, adjacent to US 281, under the Highway Beautification Act of 1965. Other beautification plans were presented, including a proposal in 1971 to add benches, walks and palm trees to the southeast corner of the square. The following year, the Chamber of Commerce was authorized to stripe the east parking lot for a more orderly parking layout, remove trees and a fall-out shelter from the parking area and plant new trees for beautification. The square was named Plaza Hidalgo in 1976, and dedicated for use as a park during the Fiesta Hidalgo Bicentennial celebration.[51]

County government, reflecting the population of Hidalgo County, continued to grow through the decades following the construction of the new courthouse. The State Welfare Department and the Drivers License Department vacated office space on the fifth floor in 1963. A new courthouse annex at 14th and Loeb was opened in 1964. The original courthouse annex was expanded in 1973 to provide offices for Manpower programs. The Legislature created the 206th Judicial District as of September 1, 1973, and the 206th District Court was added to the building functions. Several major repairs to the building were made, including the replacement of the rooftop cooling towers in 1972. The south wing roof, over the tax assessor and county clerk offices, was repaired on an emergency basis in 1976. Other emergency repairs followed, and in the spring of 1977, the Court began to discuss the possibility of expanding the courthouse.[52]

***1980 Alterations and Addition***

Judge Ramiro M. Guerra advised the Court that more space was needed in the courthouse during the meeting of April 18, 1977. The Judge pointed out that all county departments had grown since the building was occupied, and another court would be added to the load in the near future. (The Legislature did, indeed, create the 275th District Court effective April 8, 1981, which Judge Guerra must have had an understanding of. But, the 332nd District Court was added in 1983 and the 370th District Court was added in 1989. Two special courts, an Impact Court and a Masters Court




*View of the original 1954 courthouse, on the left, and the 1980 addition, on the right, looking west, February 20, 2009. Image: © Capitolshots Photography.*

were also added by 1991.) Prior to the meeting, the Judge had discussed the issue with Merle A. Simpson, a Houston architect who had worked in R. Newell Waters' office as the 1954 courthouse was designed and built. Simpson told the Judge that the foundation of the original building was not built to support additional floors. The Judge outlined two possible schemes for expansion, one involving a free-standing building across US 281 on the east side of the square, and one involving a two story addition to the northeast corner of the existing building. He noted that a study of the present and future courthouse needs for the next five to ten years would be prudent to have, and suggested that Mr. Simpson be invited to appear before the court to further discuss such a study.[53]

Merle Arthur Simpson was born in Washington, Iowa in 1919 and graduated from Washington High School in 1937. In 1948, he was employed as a draftsman in the Houston office of Wyatt C. Hedrick, where he perhaps worked on the Shamrock Hotel project which was underway at the time. Simpson began work with R. Newell Waters in Weslaco in 1949 as a draftsman. He remained with Waters' office until early 1956, through the completion of the 1954 Hidalgo County Courthouse project. He then established a private design practice, and also provided field supervision services to another architectural firm. In 1962, he moved to Austin and worked as a staff designer for the Gulfmont Hotel Company and the Lakeway Land Company, where he perhaps worked on the Lakeway Inn and Marina project. The Gulfmont Hotel Company had recently completed the Fairway Motel Hotel in McAllen, and Simpson may have been introduced to Gulfmont through that project. Simpson was licensed as an architect in 1963 and opened his private architectural practice in Austin in 1964. He moved to Houston a decade later and continued to practice architecture. On January 30, 1978, he announced the opening of Merle A. Simpson, AIA, Architect and Robert S. Simpson, Associate Architect (Merle Simpson's son), with offices in Houston and McAllen. He died in Philadelphia in 1993.[54]

Mr. Simpson met with the Court the following week, and outlined two options for expansion similar to those noted by Judge Guerra. He did allow that it might be




*View of the original 1954 courthouse, on the right, and the 1980 addition, on the left, looking east from University Boulevard. The cooling towers were moved from the roof to the ground during the 1980 alterations and addition project. The stone sheathed screen wall for the cooling towers shows at the base of the original west wing. A new building sign was installed on this wall.*

possible to do a vertical addition to the existing north wing, by reinforcing the existing structural frame. The discussion touched on the relative ease with which an addition could be made in the northeast corner of the existing building, the challenge of shifting court functions to a small building, and the expense of incorporating parking beneath a new building. The Judge described the Court's need for a space assessment and program, with growth projections for the next ten years. Although he had been approached by other firms, he was confident that Mr. Simpson was most familiar with the County, which was advantageous. The Court hired Simpson to prepare a study of present and future needs, in anticipation of a courthouse expansion.[55]

Two months later, Simpson returned with a report of his findings and recommendations, including sketches and cost estimates. He discussed recommendations for moving functions to new locations in the existing building, such as shifting the Law Library to the first floor, in the original sheriff offices. He also talked about areas to be remodelled in the existing building, such as the County Clerk and Auto License suites and the Commissioners Courtroom, to allow for use by the County Court at Law #2. A two-story addition to the northeast corner of the existing courthouse would have a foundation designed to carry the load of two future floors. The Court hired Simpson to proceed with the design and development of the project on the spot. A brief account was given in the *Valley Morning Star* the following day:

> *Hidalgo County Commissioners Monday approved to $1.4 million courthouse expansion project. As recommended by architect Merle Simpson the project will involve construction of a new 9,200 square foot, two story annex building about 12 feet away from the existing structure on the northeast side between the courthouse*

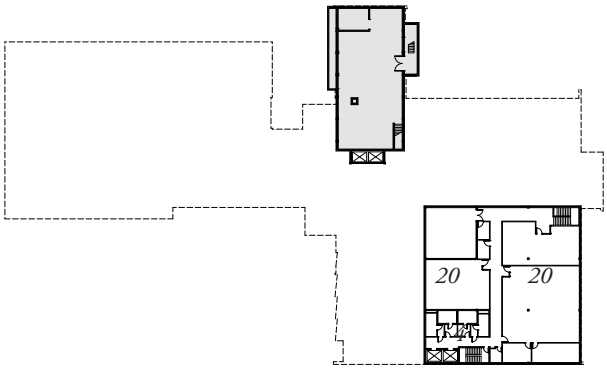


*View of the 1980 addition, in front, and the 1954 original courthouse, beyond, looking south from Closner Boulevard (281). The sally port, added in 2006, also shows in this image.*

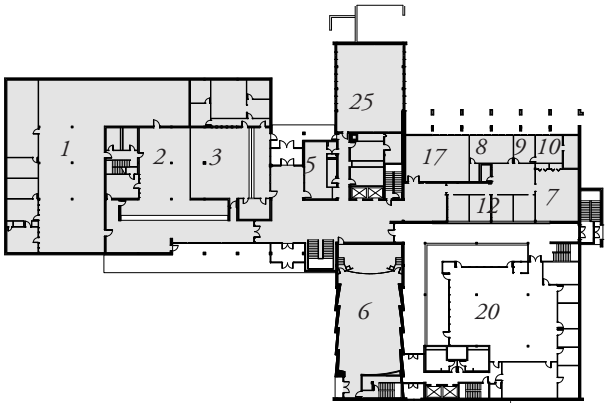
*auditorium wing and county right-of-way and administrative offices. A foundation substantial enough to support more floors will be provided.*[56]

Simpson began work immediately, and within five months the first set of plans and specifications for alteration work was issued to bidders. The design and construction work was done in a series of separate bid packages, to complete work in discrete areas of the existing building, in preparation for the larger new addition bid package. From the minutes, it appears that Package 1, 2 and 3 were for alteration work in the existing building, and were bid in late 1977 and early 1978. Package 4 was for the larger addition, and was bid on April 13, 1978. Package 5 and 6 were for alteration work in the existing building. The building was occupied throughout the course of construction, which created challenges for maintaining public access and egress and providing sufficient parking as the project was completed. The project also included the relocation of the cooling towers for the mechanical system from the fifth floor roof to the ground, at the west end of the west wing, requiring a total building shut down for a few hours while the transfer was made.[57]

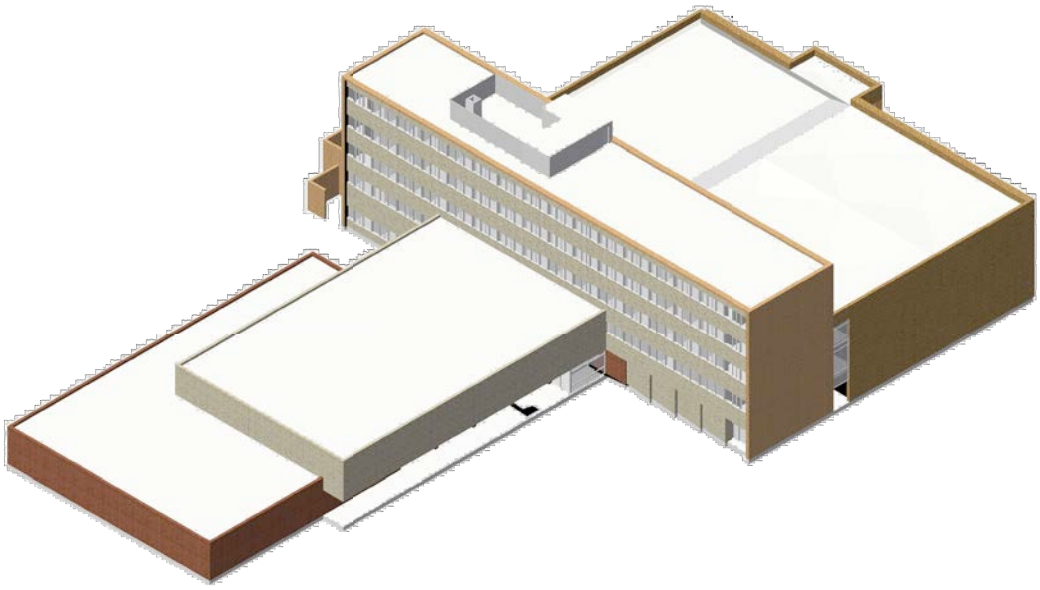
On March 5, 1979, Judge Guerra discussed the possibility of increasing the scope of the ongoing project to provide more space in the expanded courthouse. Again, he had preliminarily discussed the idea with Mr. Simpson, and there were two possible schemes for further expansion, one involving a vertical addition of two more floors to the new space at the northeast corner of the existing building, and one involving adding one floor to the new space and one floor above the north wing of the existing building. The second option would cost several hundred thousand dollars less than the first option. If done now, instead of in the future, the building infrastructure would be




*Basement*




*First Floor*

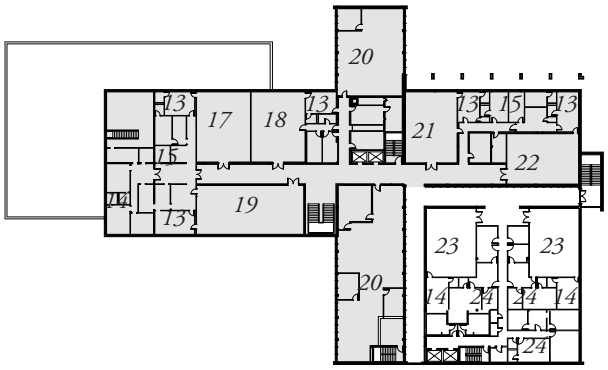


*Axonometric View*

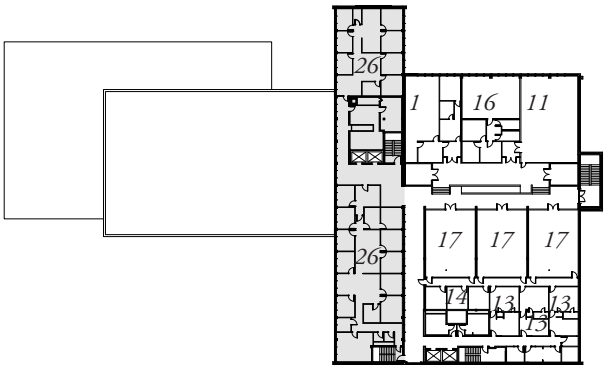
***THE COURTHOUSE IN 1980***

*A three story addition was made to the northeast corner of the original building to provide additional court rooms and expanded district clerk staff offices. A third floor was added above the north wing of the original building, as well. The overall size of the building was increased to approximately 93,000 square feet. Five courtrooms were designed for the addition, two on the second floor and three on the third floor, along with associated jury rooms, staff offices and judicial offices. The addition included an assembly room, as well as a grand jury room. To accommodate the new occupants, both visitors and staff, two new fire stairs, two new elevators and new public restrooms on each floor were included.*

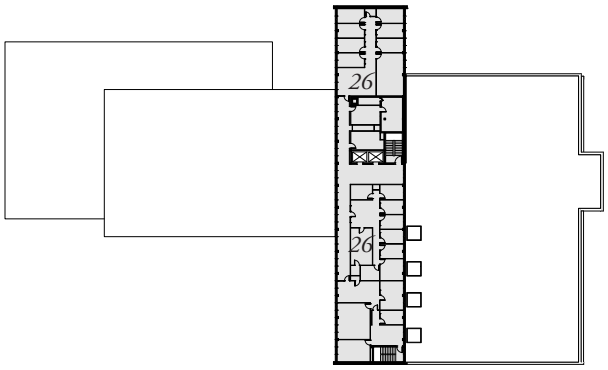
*Alterations were made to parts of the first, second and third floors of the original building. (The interior area of the 1954 Courthouse is shown shaded in the plan diagrams above.) The sheriff department vacated the building, and the law library was moved to the first floor space it once occupied. On the first floor, the county clerk, tax assessor and motor vehicles area in the south wing was remodelled, and the commissioners court area in the north wing was remodelled to add a new county court at law room. The upper floors were selectively remodelled for various staff offices, primarily the district attorney. Note that the documentation is not entirely clear as to the locations of the specific courts and the various staff offices in much of the original building. The plan diagrams indicate the best understanding from available information.*



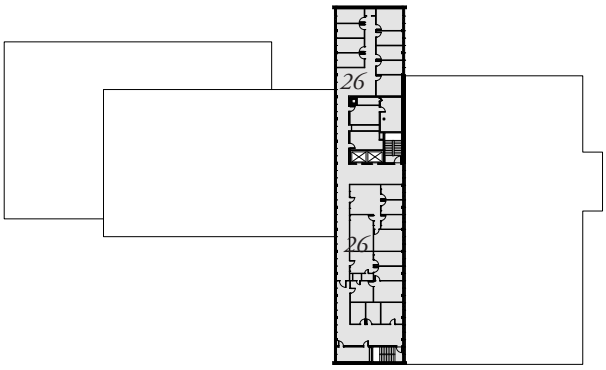

*Second Floor*




*Third Floor*




*Fourth Floor*




*Fifth Floor*

*LEGEND*

*1 County Clerk*
*2 Tax Assessor*
*3 Motor Vehicles*
*4 Holding Cell*
*5 Coffee Bar*
*6 Auditorium*
*7 Commissioners Court*
*8 County Judge*
*9 County Auditor*
*10 County Treasurer*
*11 Assembly Room*
*12 County Commissioners*
*13 Judge's Office*
*14 Jury*
*15 Court Reporter*
*16 Grand Jury*
*17 County Court at Law*
*18 District Court (139th)*
*19 District Court (92nd)*
*20 District Clerk*
*21 District Court (93rd)*
*22 District Court (206th)*
*23 District Court*
*24 Judicial & Staff Offices*
*25 Law Library*
*26 District Attorney*

in place, and elevators and mechanical systems would not need to be replaced in the future. The County anticipated added courts in the near future, and there was concern that the current project would not provide adequate space, when that occurred. The Court discussed options to fund the added work, and were mindful of the need to maintain the construction schedule, as well. Given the amount and schedule, certificates of obligation seemed the appropriate funding mechanism.[58]

The additional expansion was front page news in the *Edinburg Daily Review* the following day, and Judge Guerra gave comments, including:

> *Guerra said he felt the idea was justified, but he wanted feedback from the general public.....Guerra said the increase in population in the county has necessitated the need for at least one more district court and possibly one more county court at law. However, he said "I feel we're building for the present needs. In four or five years, there will be a definite need for (more) expansion, and it will be the peoples' problem.....Guerra maintains that now is a good time to make a decision on additional construction. "The new wing has a foundation for five floors," he said, "but if we don't make a decision soon, they (construction crews) will have to remove the roof later on when more floors are added."* [59]

The question was studied over the course of the next few weeks, and on March 19, 1979, the Court approved the additional expansion and authorized the expenditure of $1.2 million dollars for the total project cost, including design, construction, furniture and other project soft costs. The funds would come through certificates of obligation and anticipated tax revenues. The County reserved the right to reject all bids, if the construction costs did not come in as anticipated. Again, the issue was front page news in the *Edinburg Daily Review* the following day.[60]

A few days later, the new loop of US 281 to the east of Edinburg was opened, and highway traffic was routed along the new road alignment. Government officials from the city, county and state highway department attended the ribbon cutting ceremony. Reagan Houston, chair of the State Highway Department, was the featured speaker, and noted "I don't have to tell you people how frustrating it is to have highway traffic using your main street." The loop, which took five years to build, was part of a highway alignment intended to put traffic on a four-lane divided highway from US 83 to the Brooks County line. The new loop also had a significant impact on the courthouse square, since only local traffic would now cross the grounds. The city presented a plan to modify Plaza Hidalgo by removing some of the plantings to provide more parking area, and to repave and make drainage upgrades to the parking area. The county had initiated a study of the parking around the courthouse, to be done by the State Highway Department, and advised that the two efforts be coordinated. The issue was tabled until the study was complete. In 1980, the issue was resolved when the County passed a resolution reserving the east parking lot for people doing business at the courthouse. In 1981, the modifications to the east parking lot configuration were completed, removing some of the plantings in the corners of the parking lot.[61]

The construction work on the alterations and addition project continued through 1979 and 1980, with many separate bid packages, construction contracts and change orders issued during that time. The court minutes do not address any specific opening




*View of the original 1954 courthouse, on the left, and the 1980 addition, on the right, looking northwest, February 20, 2009. The sally port, added in 2006, shows at the far right. Image: © Capitolshots Photography.*

or occupancy date, but bids for new furniture for the additions were received in June and December 1980. From this, it appears that the work was largely completed in late 1980, although minor work continued through 1981.[62]

***Later Modifications***

As the population of Hidalgo County continued to grow, there was an increasing need for district and county courts. The Legislature created three new district courts in the 1980s (the 275th, 332nd, and 370th District Courts), two more in the 1990s (the 389th and 398th District Courts) and two more in the 2000s (the 430th and 449th). By then, there were also six County Courts at Law and a Probate Court for the county. Although some of the courtrooms are located in annex buildings, there are 16 courtrooms packed into the historic courthouse and addition, and every available space in the original building that might be converted to courtroom use, such as the original district clerk office and the original law library, has been remodelled for that purpose.

In conjunction with changes in judicial seniority for the courts located in the building and the relocation of some courts to annex buildings, the rooms used by the original courts in the historic courthouse were shifted and re-assigned to different courts. The original Commissioners Court room, on the first floor, north wing, was initially remodelled in 1980 during the expansion project. The area has since been substantially remodelled for use as a County Court at Law, and outfitted with two district courtrooms and associated staff offices, one for the 275th District Court and one for the 370th District Court. Of the five original courtrooms on the second floor, all remain in use as courtrooms, but the courts assigned to each room have changed from the initial assignments. The original "proposed federal district court" at the north end of the north wing is now the 93rd District Court room. The original 93rd District Court



*View of the original 1954 courthouse, on the left, and the 1980 addition, on the right, looking northwest, February 20, 2009. The sally port, added in 2006, shows at the far right. Image: © Capitolshots Photography.*

room, at the south end of the north wing, is now the County Court at Law 5. In the south wing, the original Special 139th District Court room is now the 92nd District Court room, the original County Court at Law room is now the 139th District Court room and the original 92nd District Court room, the largest in the original building, is now the 398th District Court room.[63]

There have also been several significant renovation and addition projects completed at the historic courthouse since the last expansion project. In 2006, a sally port was added to the northeast corner of the building, to allow secure transport of prisoners to the building. In addition to adding walls and paving to the exterior of the building, minor changes were made in the basement level to augment holding cells that had been installed in the 1980 expansion. Later that year, the largest courtroom on the second floor of the original building, currently used as the 398th District Courtroom, was remodelled to provide accessibility for trial participants and enhanced administrative and judicial office space.

On the second floor of the original building, three courtrooms were added in areas that were originally designed and used as administrative office space for the district clerk, tax attorney and law library. The drawings for this work were not located in the course of this analysis, so the exact dates on which these changes occurred are not clear, but they took place at some point after the 1980 expansion project. Minor changes have been made over time to the administrative office areas on the third, fourth and fifth floors of the original building. These changes are primarily to interior wall placement and door placement and door swings.

The courthouse square, and its amenities for both pedestrians and vehicles, continued to be an area of interest for the Court. The use and capacity of the parking lot was apparently still unsatisfactory, and in 1981 the commissioners discussed enforcement of parking use restrictions, including the possibility of posting a deputy on site to monitor the use of the lot, which was finally done in 1987. Improvements were also made to the parking lots, although the minutes do not state what was actually done. In 2005, the asphalt paving in the east parking lot was removed, the subsoil re-graded to drain, and damaged curbs repaired. The lot was repaved and restriped to make the lot as efficient as possible. In a separate project, sidewalk improvements to the west side of the square were made to provide new curb ramps and concrete sidewalks to the site and building.[64]



*Original wall clock in the main entrance lobby from the 1954 courthouse construction.*

## Recommendations for Preservation

Much of the building fabric of the 1954-era courthouse has survived intact. While there have been significant changes to the building, due to the large addition and interior remodeling projects, the building has been in continuous use as the seat of Hidalgo County government. It has architectural, cultural and historical significance, and the continued preservation of the building is of great importance. Future maintenance, repair and change to the building should be carefully considered to ensure that the work is compatible and consistent with the historic character and significance of the building.

Generally, the building appears to be in good physical condition. From the references in the historical record and from a cursory site review, it appears to suffer from the typical physical forces of expansion and contraction of materials, water and air infiltration at fenestration and constant use by an ever growing citizenry.

***Exterior Conditions***

Three types of stone are used on the exterior skin of the building -- Sunset Red granite on the south wing, Texas shell limestone on the north and south faces of the tower, and Kasota dolomitic limestone on the east and west faces of the tower and on the north wing. The granite is in excellent condition, aside from some discoloration at locations where irrigation heads spray the surface. The exterior limestone is in generally good condition, although the historical records refer to at least one episode of emergency repair. It also appears that select panels of the dolomitic limestone have been repaired to provide more secure attachment, using surface mounted through fasteners. Some stones are spalled or cracked, generally when in contact with metal edging or fasteners that have rusted and expanded, stressing the stone to the point of spall or crack failure. There are some areas of discoloration where the dolomitic limestone has taken on moisture or where the shell limestone has turned dark at drip edges. Future cleaning efforts should use the gentlest possible cleaning procedures for the limestone surfaces and the type of stain or environmental deposit to be removed. A preliminary testing program to identify the source of the staining or discoloration and observe the effect of the proposed cleaning program is also recommended. To aid in future repointing efforts, a chemical analysis of existing mortar materials should be done to identify the composition of the original mortar and any subsequent replacement mortar materials. Any new mortar installed should be of a mix design that is compatible with the performance of the stone and consistent with the appearance of the original mortar materials.

The roofs of the various levels of the courthouse are flat, built-up roofs, set behind low parapet walls. The roofing layers have been turned up to wrap the back of the parapets, which are capped with a granite coping course on the lowest roof and with roofing membrane on the upper roofs. The backs of the parapet walls have been flashed with applied membrane roofing, with metal pressure bars at the lowest roof, and the tops have been sealed with neatly installed membrane roofing. The historical records refer to problems with occasional roof leaks particularly at the first floor. To guard against ongoing roof leaks, accumulations of vegetation and debris should be periodically removed and the scuppers, downspouts and roof drain baskets kept free-running.



*South elevation, showing shell limestone at left and dolomitic limestone at right and ribbon windows.*




*View of west elevation of the original tower, showing the distinctive dolomitic limestone veneer. (The signage is not original.)*



*Cracked, damaged stone veneer, due to expansion of metal fasteners in the stone.*



*Some of the dolomitic limestone panels have been re-attached with surface mounted fasteners, such as the unit at the far right.*



*North elevation, showing the addition construction to the left, right and top of the original north wing, completely obscuring it.*



*South elevation, showing non-original exterior doors. The 1980 addition and 2006 sally port show at the far right.*

The original metal windows are largely extant in the building, although much of the glazing has been tinted with a film treatment. The metal windows are rectangular, in a horizontal ribbon band, in a range of sizes and configurations. The operable sections are a distinctive bifold casement style, spaced regularly along the length of the ribbon window band. The metal windows are quite handsome and are important, character defining features of the building exterior which should be retained and preserved as needed. From a brief field review, it appears that the window hardware is largely intact, but that the sash and glazing are not weather tight. Sealant has been surface applied to some interior surfaces to remedy the issue. The future preservation program for the windows should include weatherization treatments, with appropriate glazing compounds or gaskets and weather seals at the operable units. It may be possible to improve the thermal performance of the glazing, through an appropriate replacement material, while preserving the configuration and appearance of the sash units.

The original exterior doors to the main entrance lobby and the auditorium show in the background in several of the historic photographs located for this report. The original doors were simple glass slabs on pivots, with rectangular pull and push plates through-bolted at the meeting condition. None of the original doors remain at the building, but evidence of the pivots remains at the location of the former entry to the north wind. All the existing exterior doors are aluminum storefront framed doors with horizontal push bars. The main entry doors are sliding doors with automatic operators. Even though the original exterior doors have apparently been removed, the original doors were important, character defining features of the building and future replacement doors should have an appearance similar to the original doors.

The character of the site and grounds have changed over time since the original 1954 construction. In the early years, many of the plantings remaining from the 1910 courthouse were retained, and there was a ring of palm trees lining the edge of the square. Later, additional right-of-way was given around the square, and the palm trees were apparently removed at that time. The planted area surrounding the courthouse has been infilled at most of the north end, due to the expansion of the Courthouse Annex building (the original Chamber of Commerce building) and the construction of the 1980 addition and the 2006 sally port structures. The development of the east parking lot has also changed over time since the original 1954 construction. The lot was first largely undeveloped, the later small parks were added to each corner for Plaza Hidalgo, providing a sense of the inviting ground that once existed on the site. In more recent years, the corner parks have been reduced in size and given over to paved parking areas, removing any sense of park-like setting in that area.

While there have been significant changes to the building exterior, due to the large additions of 1980 and 2006, the east facade of the 1954 courthouse is unchanged, up to the point where it meets the later additions. The 1980 addition is not within the 50-year period of potential historic significance, and while it is compatible with the original building in terms of roof form and exterior materials, but does depart from the characteristics of the original International style design. It lacks the powerful composition of asymmetrical but balanced forms of the earlier building and the later addition diminishes the original central tower element. It also contains space designed for the specialized court functions, many of which may be moved to new buildings in



*The south corridor at the fifth floor, showing resilient flooring, plaster walls and ribbon windows.*



*The fifth floor elevator lobby, with original plaster ceiling. A lay-in, acoustic tile ceiling has been added in the corridor, beyond.*



*Terrazzo floor, marble wall paneling and wood slab door with ribbed glass sidelites at the second floor.*




*An original semi-recessed fluorescent light fixture in the plaster ceiling of the first floor entry lobby.*



*Original exterior ribbon windows remain on the second and third floors, enclosed in the corridors of the 1980 addition.*



*Original exterior shell limestone and granite walls remain on the first floor. The bench is an original furniture piece.*

conjunction with the master plan project. As the overall campus master plan is implemented, consideration should be given to removing the 1980 addition and restoring the historic building to its 1954 appearance.

***Interior Conditions***

Regarding the interior character of the building, a number of significant elements remain in the 1954 portion, including the terrazzo and resilient tile floors, smooth plaster walls and marble paneling in the public spaces. Examples of the original wood slab interior door and fluted glass sidelite installations remain in parts of the building, and some original door hardware also remains. Examples of the smooth plaster ceilings and semi-recessed fluorescent light fixtures with fluted lenses also remain in some of the public spaces, and there are a few examples of surface mounted acoustic tile ceilings and stylized, round air grilles and registers, as well. The major circulation patterns are largely intact, although parts of the corridors along the south wall of the upper office floors have been infilled with office suites. In the northeast corner of the building, the infilling of many of the original window openings where the addition was made has fundamentally changed the character of the adjacent spaces, altering the pattern of natural light and ventilation in the spaces. The installation of new infrastructure, such as above ceiling ductwork and piping, has also changed the floor plan, space use patterns and ceiling heights in some parts of the building. Finally, partitions installed in original spaces have changed the floor plan, space use patterns and spatial volumes in the original portion of the building. The instances where main corridors have been infilled, such as on the third, fourth and fifth floors, are especially intrusive.

Generally, the interior finishes are in good condition, primarily because the building is actively used in all areas except a very few service spaces. Through the various remodeling and renovation projects completed at the building, some of the original interior treatments have changed. The most fundamental changes involve the replacement of the resilient tile floors with carpet in the courtrooms on the second floor and of the plaster ceilings with dropped, acoustic tile ceilings in many spaces. In some cases, the original materials may remain behind the new replacements, providing good documentation for future restoration of the original conditions, should that be desired. Other changes involve the replacement of the semi-recessed light fixtures in spaces throughout the building with contemporary light fixtures.

The county is also fortunate to retain a good bit of the original furniture and equipment installed in the 1954 courthouse. This collection should be retained in the building and preserved in its original context. As an overall preservation program is developed for the original courthouse, in conjunction with the campus-wide master plan recommendations, it may be possible to return to use (or at least display) some pieces that have been shifted or abandoned.

***Preservation Program***

Hidalgo County has expressed an interest in the preservation of the historic courthouse. *The Secretary of the Interior's Standards for the Treatment of Historic Properties*, produced by the US Department of the Interior and the National Park Service, establish professional standards and guidelines for treating historic properties. The documents are the professional norm for the practice of architectural preservation, and are used by federal, state and municipal regulatory authorities as the compliance measure

for appropriate preservation treatment. The Standards are specifically noted in Rule §17.2 of the Texas Administrative Code as the basis of appropriateness reviews made by the Texas Historical Commission of work proposed for historic Texas courthouses. (Under Texas Government Code §442.008, work done on historic Texas courthouses must be reviewed by the Texas Historical Commission.)

The Standards identify four treatments for historic buildings, each with its own set of standards and guidelines. Before undertaking any work on a historic structure, an appropriate preservation treatment should be determined and the respective set of standards and guidelines consulted. An abbreviated description of the four treatments is given below; the italicized text is taken directly from the Standards and the National Park Service description of the Standards. The treatment terms are often used interchangeably and inaccurately, which can lead to confusion, and it is useful to review the definitions in the context of a discussion of a preservation program for the historic courthouse.

- ***Preservation*** *is defined as the act or process of applying measures necessary to sustain the existing form, integrity and materials of an historic property. Preservation focuses on the maintenance and repair of existing historic materials and retention of a property's form as it has evolved over time.*
- ***Rehabilitation*** *is defined as the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historical, cultural, or architectural values. Rehabilitation acknowledges the need to alter or add to a historic property to meet continuing or changing uses while retaining the property's historic character.*
- ***Restoration*** *is defined as the act or process of accurately depicting the form, features, and character of a property as it appeared at a particular period of time by means of the removal of features from other periods in history and reconstruction of missing features from the restoration period. Restoration depicts a property at a particular period of time in its history, while removing evidence of other periods.*
- ***Reconstruction*** *is defined as the act or process of depicting by means of new construction, the form, features, and details of a non-surviving site, landscape, building, structure or object for the purpose of replicating its appearance at a specific period of time and in its historic location. Reconstruction re-creates vanished or non-surviving portions of a property for interpretive purposes.*

Preservation projects may include aspects of more than one of these treatments, depending on the condition of the resource, the historic documentation available and the specific circumstances of the project. Rehabilitation is the treatment most frequently used, and would likely be the primary treatment selected for the Hidalgo County Courthouse, with some elements preserved, restored or reconstructed as appropriate.

***Significant Historic Spaces and Elements***

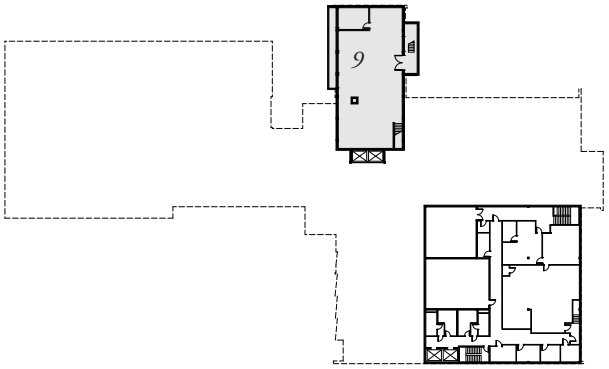
As Hidalgo County builds new facilities or acquires additional annex space and begins to move occupants and departments to ancillary spaces, the historic courthouse should

be rehabilitated for ongoing future use. Moving occupants and functions out of the historic building will relieve the overcrowded conditions and allow for the removal of infill construction from the historic spaces. While architectural programming and functional space planning is not part of this analysis, it is recommended that appropriate functions and occupants be identified for the historic courthouse that will have some sort of court or related function, consistent with the original design and intent of the building.

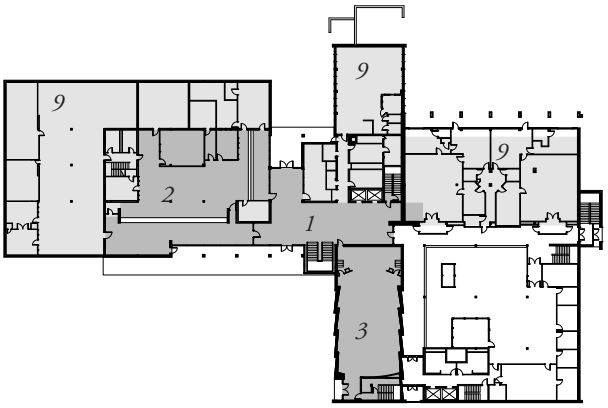
As the space program is developed for the historic courthouse, consideration should be given to the restoration of several significant historic spaces. The significant spaces were major public spaces in the original building design, have maintained the original occupant or use through time, and retain sufficient integrity or are sufficiently documented with drawings and photographs to inform an accurate restoration of the spaces.

Primary significant spaces are:

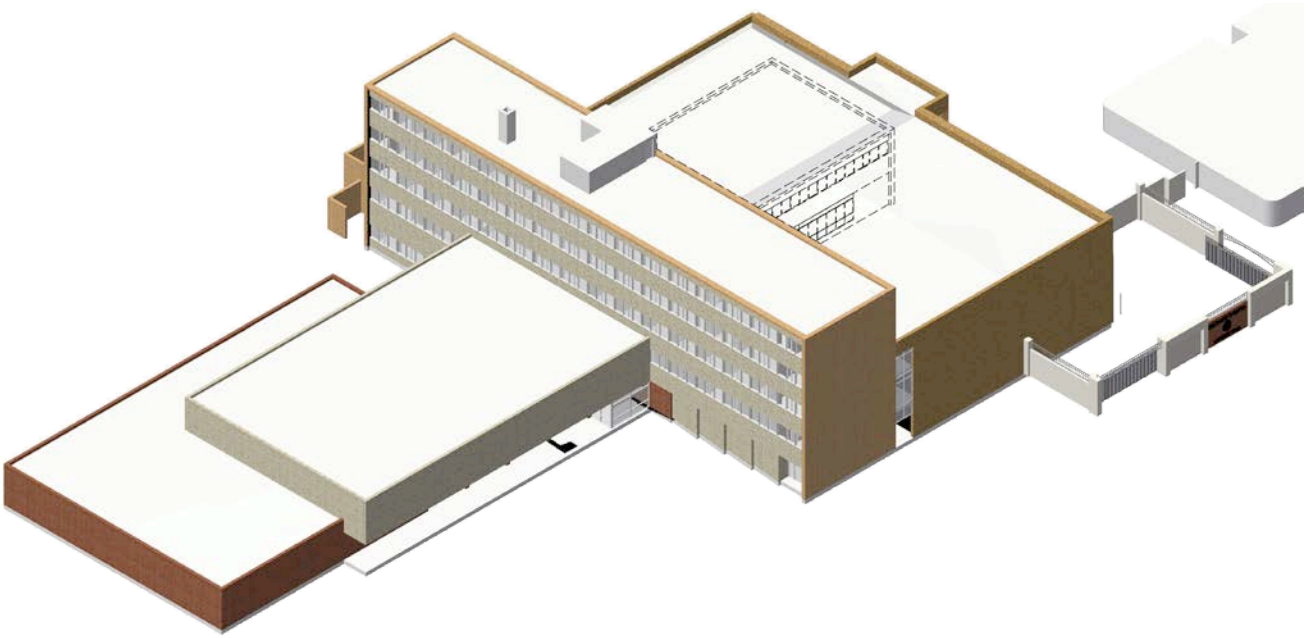
- Entry lobby, monumental stair and main corridors at the first through fifth floors: All later infill construction in the corridors, such as that at the ends of the third, fourth and fifth floor corridors, should be removed and the walls, floors and ceilings restored. This will restore a sense of the original pattern of natural light and view in the spaces. The semi-recessed lighting should also be restored. There is good documentation in the original 1954 furnishings drawings, but historic photographs of these spaces would be useful, if they can be located.
- County Clerk and Tax Assessor customer service areas (accessed from the entry lobby on the first floor): The County Clerk has occupied this space since the original construction. Although modifications have been made to the space, there appear to be pieces of the original furnishings still in use, and the counters could be restored or interpreted in combination with the other furnishings. There is good documentation in the original 1954 furnishings drawings and a documentary photograph from a real-photo postcard view.
- The Auditorium (on the first floor): The Auditorium has occupied this space since the original construction. The room was used for jury empaneling sessions, so was used by great numbers of courthouse staff and the general public. There is good documentation in the original 1954 furnishings drawings, but historic photographs of this space would be useful, if they can be located.
- Original County Court at Law Courtroom (now used as the 139th District Courtroom): One of the five original courtrooms on this floor, which retains a great deal of integrity. The original ceilings, light fixtures, wood and marble paneled walls and the bulk of the furnishings remain. There is good documentation in the original 1954 furnishings drawings, but historic photographs of this space would be useful, if they can be located.
- Original 92nd District Courtroom (now used as the 398th District Courtroom): One of the five original courtrooms on this floor, which




*Basement*




*First Floor*

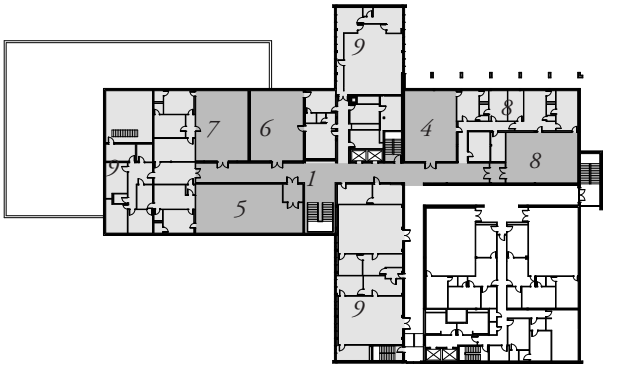


*Axonometric View*

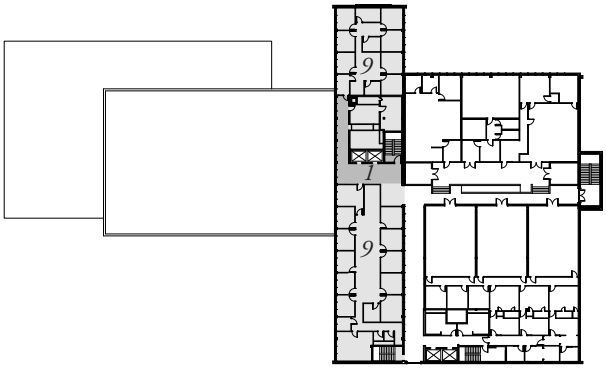
*SIGNIFICANT SPACES*

*Consideration should be given to the restoration of several significant historic spaces in the building. Spaces of primary significance (shaded most dark, above) were major public spaces in the original building design. In general, they have also maintained the original occupant or use through time, and retain sufficient integrity or are sufficiently documented with drawings and photographs to inform an accurate restoration of the spaces.*

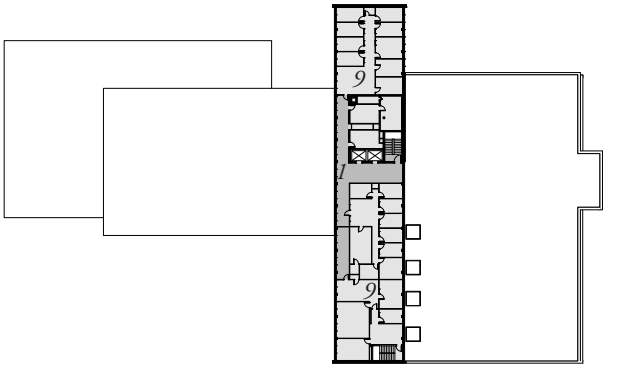
*The remainder of the original 1954 building (shown lightly shaded in the plan diagrams, above) is of secondary significance and should be rehabilitated, or restored as might be appropriate.*
*Modifications to the 1980 and later additions (shown without shading, above) should be done without adverse impact to the existing exterior appearance of the original building, by maintaining fenestration, exterior walls and roof planes.*



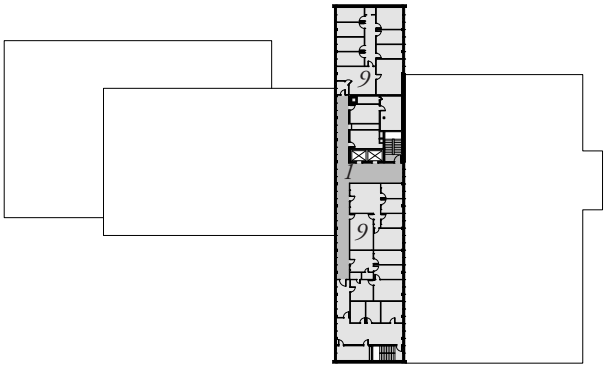

*Second Floor*




*Third Floor*




*Fourth Floor*




*Fifth Floor*

*LEGEND*

*Areas of Primary Significance, dark shade:*

*1 Corridor, Monumental Stair*
*2 Assessor/Clerk*
*3 Auditorium*
*4 Original 93rd District Court (now County Court at Law 5)*
*5 Original 92nd District Court (now 398th District Court)*
*6 Original 139th District Court (now 92nd District Court)*
*7 Original County Court at Law (now 139th District Court)*
*8 Original Proposed Federal District Court (now 93rd District Court)*

*Areas of Secondary Significance, light shade:*

*9 The remainder of the original 1954 building. (If desired, spaces within this area may be designated as primary significant spaces, and slated for restoration, by the removal of later modifications and infill construction.)*



*The monumental stair from the first floor entry lobby to the second floor corridor.*



*The second floor corridor, with original terrazzo flooring and marble wall panels, is furnished with original benches.*



*The corridors at the third, fourth and fifth floors (pictured), with original resilient tile flooring, plaster walls and ribbon windows.*



*The auditorium, with original "opera seats", wood paneling and plaster walls and ceilings, was used for jury empaneling.*



*The historic 92nd District Courtroom, now used as the 398th District Courtroom, with original ceiling, paneling and furnishings.*



*The historic 139th District Courtroom, now used as the 92nd District Courtroom, with original ceiling, paneling and furnishings.*

retains a great deal of integrity. The original ceilings, light fixtures, wood and marble paneled walls and the bulk of the furnishings remain. A recent project to make the room handicapped accessible included some changes to the original millwork elements, but was sensitively handled and much historic fabric was retained. There is good documentation in the original 1954 furnishings drawings, and the interior photograph taken during the dedication ceremony appears to be of this room.

- Original 139th District Courtroom (now used as the 92nd District Courtroom): One of the five original courtrooms on this floor, which retains a great deal of integrity. The original ceilings, light fixtures, wood and marble paneled walls and the bulk of the furnishings remain. There is good documentation in the original 1954 furnishings drawings, but historic photographs of this room would be useful, if they can be located.
- Original 93rd District Courtroom (now used as the County Court at Law 5 Courtroom): One of the five original courtrooms on this floor, which was apparently remodelled in the 1980 alterations work. The ceilings are modified and light fixtures contemporary, and new wood paneling has been installed, but the marble panel at the dais and some of the furnishings remain. There is good documentation in the original 1954 furnishings drawings, but historic photographs of this room would be useful, if they can be located. This room was apparently the location of the initial filing of the Lower Rio Grande Valley Water Case, and has significant associations with that event.
- Original Proposed Federal District Courtroom (now used as the 93rd District Courtroom): One of the five original courtrooms on this floor, which was apparently remodelled in the 1980 alterations work. The ceilings are modified and light fixtures contemporary, and new wood paneling has been installed, but the marble panel at the dais and some of the furnishings remain. There is good documentation in the original 1954 furnishings drawings, but historic photographs of this room would be useful, if they can be located.

The remainder of the original 1954 area of the building is of secondary significance, in its current condition. Most of the other public spaces in the original 1954 construction area of the building have been more heavily modified, with the addition of infill construction. However, these spaces could also be considered for restoration, as might be desired, by the removal of infill walls and construction and the restoration of the original conditions. An example of this type of existing area is the location of the original Commissioners Courtroom and associated offices, in the north wing of the first floor of the 1954 portion of the building. Currently, this area has been modified with infill walls, dropped ceilings and raised platforms and is used as two district courtrooms and associated judicial support offices. But, there is good documentation for the original configuration of this room in the 1954 furnishings drawings.

There are also significant architectural elements remaining from the original 1954

construction, although there have been modifications to or loss of historic fabric over time. Any future preservation program should strive to restore these significant elements, including light fixtures, ceilings, windows, doors and limestone.

In locations throughout the building, the ceiling plane has been modified to conceal ductwork and other utility infrastructure elements above ceiling. Often, the ceiling height is below that of the heads of the window openings in the room, further truncating the original volume and reducing the natural light in the space. The ceiling material in these modified areas is typically suspended acoustical tile with exposed ceiling grid. These modifications to the ceiling plane, particularly in the historic core of the building, negatively impact the historic spaces. Every effort should be made to restore the historic ceiling profile and material, which will need to be coordinated with the re-design of the mechanical system. If it is not possible to fully restore the original ceiling configuration, the heights should be raised as much as possible and the materials changed, to better evoke the historic ceilings.

As noted in the existing conditions description, the historic windows are significant, character defining features of the building. Plastic glazing film has been installed in some locations. Some windows are apparently leaking, with applied sealant to mitigate infiltration, and need to be repaired and conserved. Every effort should be made to preserve and maintain the window sash and glazing in good condition.

As also noted in the existing conditions description, the exterior limestone masonry is a significant, character defining feature of the building. The historic record refers to one major emergency repair done on the stone and several spot patching or repair projects completed in the past. A thorough analysis of the masonry and mortar joints was not completed in this abbreviated conditions review, but as more detailed analyses of the building are done, the condition of the stone and mortar should be checked to see if it is still performing as intended. Particular attention should be paid to the attachment and support systems for the masonry veneer. Expansion, jacking or deterioration in the anchoring system may lead to shifting and stress in the veneer, and a few areas of deterioration were noted in this abbreviated conditions analysis. Typical for buildings of this period, the original specifications may have called for the use of galvanized iron anchors, which may have deteriorated since they were installed. Non-destructive testing, including boroscope investigations of the wall cavity behind the stone veneer, should be performed to determine the condition of the attachments and a program for stabilization and repair.

Finally, the courthouse grounds are no longer pedestrian friendly and inviting, as they were historically. As the overall campus master plan is implemented, consideration should be given to restoring the perimeter plantings around the square and enlarging the corner parks, to complement the handsome courthouse building and evoke the lush grounds that were once on the site. Rehabilitation of the grounds with shaded walkways and rest areas will be an important element for a government campus building environment.

***Historic Designations***

The Hidalgo County Courthouse has not been designated as a historic structure at either the national or state level, but it is certainly eligible for it, if historic designation

is desired. In evaluating the significance of properties for eligibility for historic designation, a range of criteria are considered, including the age of the property, architectural attributes and integrity, historical associations and archeological resources. Historic designation may qualify properties for grant funding or tax credits for qualified restoration projects, and identifies historic resources for communities. Depending on the type of designation, there may be additional review or permitting requirements for change contemplated at the property.

The National Register of Historic Places is a federal program, administered in Texas by the state historic preservation office (the Texas Historical Commission) and the National Park Service. A National Register listing does not impose any restriction in use or change of the property. It does ensure that all federally funded projects (such as transportation infrastructure) planned in the vicinity of listed properties are subject to additional review, to mitigate adverse impact to the historic property. It also clarifies the application of separate building and accessibility code provisions for qualified historic properties.

Properties nominated to the National Register are evaluated for significance at a national, state or local level in terms of one or more of four criteria. Eligible properties:

- are associated with historical events.
- are associated with the lives of significant people in our past.
- embody the distinctive characteristics of a type, period or method of construction, or represent the work of a master.
- have or may be likely to yield archaeological information important in prehistory and/or history.

In order to be designated to the Register, properties must also be at least 50 years old and must have maintained their historical integrity in terms of location, design, setting, materials, workmanship, feeling and association.

Designations at the state level are evaluated under similar criteria, but have more restrictive review and permitting requirements if changes are made to the property after designation. Recorded Texas Historic Landmark designation, a program administered by the Texas Historical Commission, requires property owners to notify the Commission 60 days prior to making exterior changes, to allow time for review and consultation with the Commission. State Archeological Landmark designation, also administered by the Texas Historical Commission, requires property owners to seek an antiquities permit from the Commission prior to making alterations.

In considering the significance of the Hidalgo County Courthouse, several of the above criteria are applicable. The building is certainly 50 years old and retains integrity of materials and design. It is a good example of the International Style of architecture, and represents one of a small number of governmental buildings built in the era immediately following World War II. The historical association with the Lower Rio Grande Valley Water Case would certainly be considered, as would the use as the seat of County government since 1954.

***Historical Documentation***

Hidalgo County is fortunate to have access to a good bit of historical documentation on the design and construction of the courthouse. These resources are available from

several local archival repositories and in Hidalgo County records.

The office archive of R. Newell Waters, the architect of the 1954 courthouse, was not located during the course of this research. Waters apparently destroyed these materials some years before his death. Also, although much of Atlee Ayres' office archive is in the collection of the Alexander Architectural Archive at the University of Texas at Austin, there are no drawings or other files for the 1910 Hidalgo County Courthouse. This is perhaps a reflection of the fact that the project was apparently done in collaboration with another architect. Useful floor plan diagrams for both buildings were located in archival repositories contacted during the course of this research, and help fill in the gaps a bit. For the 1954 courthouse, the *Daily Review* newspaper in Edinburg published a long issue at the time the new courthouse was dedicated, and floor plan diagrams of the building, as well as a good many photographs, were included. For the 1910 courthouse, a set of sketch floor plan diagrams was attached to a Works Progress Administration report on the records storage conditions in the building.

Selected drawings for the 1954 original construction, the 1980 alterations and addition and the later improvements are in the holdings of the Hidalgo County Facilities Management Department. The drawings for the 1954 construction are limited to the furnishings drawings and the structural plans and details. The drawings for the 1980 alterations and improvements are typically undated sheets, and are not designated as to the specific bid package for which the drawings were prepared. The specifications for the projects were not found.

The minutes of the Hidalgo County Commissioners Court include extensive information about the original courthouse and later modifications and additions, as well as the early history and courthouses of the county. The minutes cite other drawings and contract documents that likely contain useful information about the building, but these were not located during the course of this research effort.

The files of the Museum of South Texas History include numerous newspaper clippings, photographs and reference materials about the original courthouse and later modifications and additions. The University of Texas-Pan American Library and Archives collections also have numerous photographs, newspapers and reference materials about the county and the courthouse. There are likely other articles in the decades of local newspapers in the two collections, but these are not indexed in any way and require exhaustive searching to find. Certain articles referenced in this research were gathered by searching newspapers published surrounding the dates of significant events at the building. The Dolph Briscoe Center for American History at the University of Texas at Austin collections include newspapers, photographs and reference materials about the county and courthouses, as well.

***Recommendations for Further Research***

As more in-depth research and restoration work proceeds on the building, there are a few key items referenced, but not actually found, in the research done to date that would be useful additions to the historical record of the courthouse. These include:

- architectural drawings and specifications from original or early construction phases, including the complete documents for the 1954 courthouse,

- missing sheets from the 1980 alterations and addition set,
- specifications for the 1980 alterations and addition work,
- drawings and specifications for later renovation projects, particularly the renovations done in the interior of the 1954 courthouse.

Many informative and useful historic photographs were located in the Museum of South Texas History, University of Texas-Pan American Library, Texas Highway Department and Center for American History archives. But, there are still mysteries and undocumented spaces and elements of the buildings. The search for additional historic photographs, particularly of the major public spaces (courtrooms, corridors, public service offices, etc.), the original lighting, the exterior doors and the appearance of the original north wing of the 1954 courthouse should continue. The county may want to make an open request to the general public for access to or donation of personal images of the courthouse.

Prior to beginning any restoration or rehabilitation project, it would be helpful to complete a program of non-destructive probing, to search for evidence of missing or obscured finish materials and elements. There may be vestiges of original flooring under walls or trim, ghosts of original lighting on plaster surfaces, etc. Paint analysis and mortar analysis, documenting original paint treatments and colors and mortar composition and appearance, should be included in this effort. To identify the existing condition of the exterior masonry attachments, boroscope investigations of the wall cavity behind the stone veneer should also be completed.

In the course of researching the Lower Rio Grande Valley Water trial, it was revealed that there were likely other similar suits against the private irrigators, also filed in the Hidalgo County Courthouse. Additional research should be conducted on this topic, searching for information on suits that may have been brought, to expand the knowledge on the history of water rights in the courthouse.

Finally, if it has not already been done, the County should prepare a preservation maintenance plan, to assist in scheduling periodic maintenance and in defining appropriate treatments for the historic building.

# Appendix

***End Notes***

1. Hidalgo County, *The Handbook of Texas*.
2. Jose de Escandon, *The Handbook of Texas*. Nuevo Santander, *The Handbook of Texas*.
3. Cameron County, *The Handbook of Texas*.
4. Hidalgo County, *The Handbook of Texas*.
5. Hidalgo County Commissioners Court Minutes, 1852, 1:22, 1:55.
6. Hidalgo County, *The Handbook of Texas*.
7. "Rail Service to the Rio Grande", Cameron County Historical Commission, accessed 3/30/12.
8. Hidalgo County Commissioners Court Minutes, 1886, 1:260.
9. Hidalgo County Commissioners Court Minutes, 1886, 1:263, 1:278, 1887, 1:292.
10. Hidalgo County Commissioners Court Minutes, 1886, 1:286; 1889, 1:308, 1:310. 2:3; Feb 1893, 2:40; 14 Jun 1894, 2:60; 16 Jun 1894, 2:70; 1897, 2:118.
11. Closner, John, *The Handbook of Texas*. San Juan Plantation, *The Handbook of Texas*.
12. "Rail Service to the Rio Grande", Cameron County Historical Commission, accessed 3/30/12. St. Louis, Brownsville & Mexico Railroad, *The Handbook of Texas*.
13. Hidalgo County, *The Handbook of Texas*. Closner, John, *The Handbook of Texas*.
14. Closner, John, *The Handbook of Texas*.
15. Hidalgo County Commissioners Court Minutes, 12 Oct 1908, 2:240. "Moving of the Courthouse from Hidalgo to Chapin (Edinburg), October 10, 1908," Anne Magee.
16. "Moving of the Courthouse from Hidalgo to Chapin (Edinburg), October 10, 1908," Anne Magee.
17. "Original Townsite Plat of Chapin, Hidalgo County, Texas," 7 Nov 1908.
18. Hidalgo County Commissioners Court Minutes, 11 Nov 1908, 2:245; 16 Dec 1908, 2:250.
19. Hidalgo County Commissioners Court Minutes, 19 Feb 1909, 2; 25 Feb 1909, 2; Feb 1909, 2:256.
20. Ayres, Atlee B., *The Handbook of Texas*.
21. Phelps, Henry T., *The Handbook of Texas*.
22. Hidalgo County Commissioners Court Minutes, 24 Mar 1909, 2; 10 May 1909, 2; 15 Feb 1910. Minutes of the Mercedes Masonic Lodge No. 1010, 24 Jun 1910.
23. Hidalgo County Commissioners Court Minutes, Jul 1909, 2:261; 15 Feb 1910.
24. "Gleanings from Newspapers on Chapin Cornerstone Celebration," Closner Ramsey. Hidalgo County Commissioners Court Minutes, 1910, 2:288; 21 Nov 1910, D:79.
25. Hidalgo County Commissioners Court Minutes, 15 Feb 1911, D:92; 10 May 1915, D:604; 5 Jun 1915, D:626; 14 Jun 1915, D:629; 14 Feb 1916, E:70; 15 Feb 1916, E:73; 10 Oct 1925, H:349; 16 Jan 1933. M:300. Oral history interview, E. M. Card,
26. Hidalgo County Commissioners Court Minutes, 22 Nov 1915, E:55; 11 Jan

1916, E:66; 10 Apr 1916, E:113; 10 Oct 1925, H:349; 8 Aug 1927, I:36; 10 Mar 1931, K:569; 13 Apr 1931, L:3; 4 Dec 1931, L:342; 7 Dec 1931, L:352; 17 Apr 1935, N:542; 8 Aug 1939, VV:36.

27. "Housing, Care and Accessibility of the Records of Hidalgo County," Works Progress Administration, undated. Holdings of the Dolph Briscoe Center for American History.
28. Hidalgo County, *The Handbook of Texas*.
29. Dossett, *District Courts of Hidalgo County, 1852-1994*, 2, 3.
30. Hidalgo County Commissioners Court Minutes, 19 Jun 1951, 9:61; 5 Jul 1951, 9:77.
31. Waters, Roscious Newell, *The Handbook of Texas*.
32. Esperdy, *Modernizing Main Street*, 91, 92.
33. Hidalgo County Commissioners Court Minutes, 17 Jul 1951, 9:83; 17 Jul 1951, 9:84.
34. "Courthouse Bonds Voted," *Brownsville Herald*, 12 Aug 1931; Hidalgo County Commissioners Court Minutes, 28 Aug 1951, 9:142; 30 Oct 1951, 9:183.
35. Hidalgo County Commissioners Court Minutes, 22 Jan 1952, 9:296; "Old Courthouse to be Destroyed," *Brownsville Herald*, 23 Jan 1952; Hidalgo County Commissioners Court Minutes, 8 Apr 1952, 9:379; 28 May 1952, 9:403.
36. Hidalgo County Commissioners Court Minutes, 19 Aug 1952, 9:486; 16 Sep 1952, 9:527; 22 Sep 1952, 9:530; "Hidalgo Opens Courthouse Bids," *Valley Morning Star* [Harlingen}, 17 Sep 1952; "Commissioners Study Bids on Courthouse," *Valley Morning Star*, 23 Sep 1952.
37. "The Swiss in Franklin County: The Nosers and Their Mill," *Herman, New Haven & Owensville News*, 5 Jun 2010; United States Patent 2,272,349.
38. "Ground Broken 566 Days Ago on Courthouse," *Daily Review* [Edinburg], 18 May 1954; Hidalgo County Commissioners Court Minutes, 17 Feb 1952, 10:34; 20 Oct 1953, 10:317.
39. "Hidalgo Gas Survey Drillers Asked to Suspend Operations," *Valley Morning Star*, 18 Feb 1953; Hidalgo County Commissioners Court Minutes, 17 Feb 1953, 10:53.
40. Hidalgo County Commissioners Court Minutes, 17 Feb 1953, 10:53; 24 Feb 1953, 10:60; 9 Mar 1953, 10:70; 13 Apr 1953, 10:102; 28 Apr 1953, 10:113.
41. Hidalgo County Commissioners Court Minutes, 29 Dec 1953, 10:379; "Hidalgo Courthouse Among Few New Ones," *Daily Review*, 81 May 1954.
42. Dossett, *District Courts of Hidalgo County, 1852-1994*, 4; Hidalgo County Commissioners Court Minutes, 4 May 1954, 10:504; "Hidalgo Asks Federal Court to Sit There," *Brownsville Herald*, 4 May 1954.
43. Hidalgo County Commissioners Court Minutes, 18 May 1954, 10:512; "$1,500,000 Courthouse Dedication Thursday," *Daily Review*, 18 May 1954; "Elevators are Automatic," *Daily Review*, 18 May 1954; "Hidalgo is Ready for Dedication," *Brownsville Herald*, 20 May 1954.
44. Hidalgo County Commissioners Court Minutes, 24 May 1954, 10:515; 1 Jun 1954, 10:517; "Hidalgo Gets Bid on Old Courthouse," *Brownsville Herald*, 1 Jun 1954; "Old Courthouse Stone Yields Long-Ago Items," *The Monitor* [McAllen], 20 Jun 1954.
45. Hidalgo County Commissioners Court Minutes, 29 Jun 1954, 10:531; 31 Aug

1954, 10:564; 5 Oct 1954, 10:582; 23 Nov 1954, 10:612; 30 Nov 1954, 10:617; 14 Mar 1955, 11:133; 22 Mar 1955, 11:135; 17 May 1955, 11:184; 20 Sep 1955, 11:273; 24 Jul 1956, 12:29; 19 Nov 1957, 13:14; 17 Dec 1957, 13:46; "Poinciana Trees Due for Square," *Daily Review*, 11 Sep 1958.

46. *Edinburg: A Story of a Town*, 114.
47. Texas Water Commission, "Bulletin 6413: Water Supply Limitations on Irrigation from the Rio Grande in Starr, Hidalgo, Cameron and Willacy Counties, Texas," Nov 1964.
48. Caroom, Doug and Paul Elliott, "Water Rights Adjudication -- Texas Style," *Texas Bar Journal*, Nov 1981. Water Law, *The Handbook of Texas*.
49. Hidalgo County Commissioners Court Minutes, 18 Dec 1956, 12:221; 19 Feb 1957, 12:302; 9 Feb 1959, 14:375; 8 Jan 1963, 22:398; 31 Jan 1963, 22:496; 26 Mar 1963, 22:665, 16 Apr 1973, 39:619.
50. Hidalgo County Commissioners Court Minutes, 24 Mar 1959, 14:525; 28 Jul 1959, 15:421; 21 Feb 1961, 18:518; 23 Feb 1961, 18:535; 20 Aug 1953, 40:523; 24 Aug 1973, 40:573.
51. Hidalgo County Commissioners Court Minutes, 7 Nov 1961, 20:183; 7 May 1963, 23:70; 26 May 1964, 24:567; 3 May 1966, 28:456; 30 Jul 1968, 32:92; 7 Sep 1971, 36:4; 22 Aug 1972, 37:855; 11 Sep 1972, 38:24; "Second Life for Cornerstone," *Daily Review*, 27 May 1964.
52. Hidalgo County Commissioners Court Minutes, 18 Apr 1977, 47:26; Dossett, *District Courts of Hidalgo County, 1852-1994*, 4, 5, 6.
53. American Institute of Architects, Application No. 20079.
54. "County Officials to Lose No Time in Using Bonds," *Austin Statesman*, 14 Nov 1956. "Courthouse Bond Sale Snag Seen," *Austin Statesman*, Nov 1956. "Page Given Courthouse Addition Job," *Austin Statesman*, 20 Nov 1956. "4th District Court Set Up for Travis," *Daily Texan* [Austin, Texas], 18 May 1957. "County Dads Sell Courthouse Bonds," *Austin Statesman*, 29 Oct 1957. "$150,000 Bonds Sold By County to Fund," *Austin American*, 13 Nov 1957. "Courthouse Changes Win County Okay," *Austin American*, 26 Nov 1957.
55. Hidalgo County Commissioners Court Minutes, 25 Apr 1977, 47:33.
56. Hidalgo County Commissioners Court Minutes, 27 Jun 1977, 47:347; "Valley Briefs," *Valley Morning Star*, 28 Jun 1977.
57. Hidalgo County Commissioners Court Minutes, 7 Nov 1977, 47:827; 16 Jan 1978, 48:58; 30 Jan 1978, 48:126; 6 Feb 1978, 48:193; 13 Feb 1978, 48:211; 31 Apr 1978, 48:484; 17 Jul 1978, 48:835; "County JPs Ask for Bigger Budget," *Edinburg Daily Review*, 7 Mar 1978.
58. Hidalgo County Commissioners Court Minutes, 5 Mar 1979, 49:643.
59. "More Courthouse Expansion Studied," *Edinburg Daily Review*, 6 Mar 1979.
60. Hidalgo County Commissioners Court Minutes, 19 Mar 1979, 49:678; "Go-ahead Given on Courthouse Plans," *Edinburg Daily Review*, 20 Mar 1979.
61. "US 281 Officially Opened Today," *Edinburg Daily Review*, 21 Mar 1979; "Judge Attest to County's Court Needs," *Edinburg Daily Review*, 29 Mar 1979; Hidalgo County Commissioners Court Minutes, 26 Mar 1979, 49:705; 14 Apr 1980, 51:709; 28 Apr 1980, 51:813; 3 Feb 1981, 53:770; 17 Mar 1981, 54:198; 41 Apr 1981, 54:464.
62. Hidalgo County Commissioners Court Minutes, 4 Jun 1979, 49:994; 20 May

1980, 51:924; 17 Jun 1980, 52:7; 16 Dec 1980, 53:337; 23 Dec 1980, 53:388.

63. "Hidalgo Courthouse Among Few New Ones," *Daily Review*, 18 May 1954. (Diagrams of the original floor plans and occupant locations are shown on page B-6 and B-7.)
64. Hidalgo County Commissioners Court Minutes, 21 Apr 1981, 54:480; 13 Apr 1987, 88:283.

***Selected Bibliography***

Andrews, Michael, *Historic Texas Courthouses*. Albany, Tx: Bright Sky Press, 2006

Ayres, Atlee B., *Mexican Architecture: Domestic, Civil & Ecclesiastical*. New York: William Helburn, Inc., 1926.

Chatfield, W. H., *The Twin Cities of the Border and the Country of the Lower Rio Grande.* New Orleans, LA. 1893.

Coote, Robert James, *The Eclectic Odyssey of Atlee B. Ayres, Architect*. College Station: Texas A&M University Press, 2001.

Dossett, B. R., *District Courts of Hidalgo County, 1852-1994.* Harlingen: Buddy R. Dossett, 1995.

*Edinburg: A Story of a Town*. Edinburg, TX: Edinburg Bicentennial Heritage Committee, 1976.

Esperdy, Gabrielle, *Modernizing Main Street: Architecture and Consumer Culture in the New Deal*. Chicago: The University of Chicago Press, 2008.

George, W. Eugene, *Lost Architecture of the Rio Grande Borderlands.* College Station: Texas A&M University Press, 2008.

Gerhardt, Karen and Rod Santa Ana III, *Images of America: Hidalgo County, Texas.* Charleston, SC: Arcadia Publishing, 2000.

Henry, Jay C., *Architecture in Texas*. Austin: University of Texas Press, 1993.

Hidalgo County Clerk, Commissioners Court Meeting records, archival files.

Kelsey, Mavis P. and Donald H. Dyal, *The Courthouses of Texas*. College Station: Texas A&M University Press, 1993.

McAllen, Margaret, *The Heritage Sampler: Selections from the Rich and Colorful History of the Rio Grande Valley*. Edinburg, TX: New Santander Press, 1992.

Museum of South Texas History, vertical and photo files: Hidalgo County Courthouse.

Robinson, Willard B. *The People's Architecture: Texas Courthouses, Jails and Municipal Buildings*. Austin: The Texas State Historical Association, 1983.

Stambaugh, J. Lee and Lillian J. Stambaugh, *The Lower Rio Grande Valley of Texas: Its Colonization and Industrialization, 1518-1953*. Austin: San Felipe Press, 1964.

Tyler, Ron, ed., *The New Handbook of Texas: in Six Volumes*. Austin: The Texas State Historical Association, 1996.

University of Texas, Dolph Briscoe Center for American History, files and photographic archives.

Vandertulip, John J., Louis L. McDaniels and C. Olen Rucker, *Bulletin 6413: Water-Supply Limitations on Irrigation from the Rio Grande in Starr, Hidalgo, Cameron and Willacy Counties, Texas*. Austin: Texas Water Commission, November 1964.

Veselka, Robert E., *The Courthouse Square in Texas.* Austin: University of Texas Press, 2000.

Welch, June Rayfield and J. Larry Nance, *The Texas Courthouse*. Dallas: G. L. A. Printing, 1971.

Welch, June Rayfield, *The Texas Courthouse Revisited*. Dallas: G. L. A. Press, 1984.

Whiffen, Marcus, *American Architecture Since 1780: A Guide to the Styles*. Cambridge, Massachusetts: MIT Press, 1992.

## *Synopsis of Commissioners Court Minutes, Newspaper Articles, Other Documentation*

| *Date* | *Topic* | *Text* | *Source* |
|---|---|---|---|
| 9/2/1852 | First meeting of Comm Ct | The first Hidalgo County Commissioner's court met in E. S. Smith's store at Edinburgh. | *Edinburg* |
| 1852 | Temp courthouse | The Court ordered that the house of G. S. Wood be rented for the use of the County at the rate of Forty dollars per month. | V1 P22 |
| 1853 | Temp courthouse | Minutes changed 1853 to read house of E. S. Smith rented for courthouse at $50. | V1 P32 |
| 1853 | Courthouse | May 1853 E. J. Merriman County Commissioner is ordered to negotiate with E. S. Smith for the purchase of the building now occupied by the county or obtain it under more favorable terms or some other building. | V1 P50 |
| 1853 | Courthouse | Courthouse was purchased from E. S. Smith for $750 dollars to be paid. Note in the name of the county payable out of the taxes upon real estate in the county 7/8 of that collected, and interested to commence upon the 1st of March AD 1853, the amt to be paid to E. S. Smith correction interest to start July 1, AD 1853. | V1 P55 |
| 1853 | Courthouse | Brush fence built around the courthouse in 1853 for nine dollars by G. S. Wood. | V1 P58 |
| 1855 | Courthouse | Courthouse repaired in 1855. | V1 P75 |
| 1856? | Courthouse | Petition of John McAllen for renting the court house, "upon consideration it was resolved that the county court house is hereby rented to John McAllen for the term of one year in and for the use of said Building he is to put the said building in good and complete order and at the time of the meeting of the district court the center building or Room is to be vacated for holding the district court. He said McAllen to put a good fence and sufficient fence around the said lot upon which the county court house stands and to give Bond in the contract acted upon, by the chief justice, the said bond to be in the sum of two hundred and fifty dollars and the repairs of the court house is to be completed and repaired by the 15 day of March 1857. | V1 P92 |
| 1858 | Courthouse | Courthouse repaired 1858. | V1 P103 |
| 1858 | Courthouse | The court the ordered that the house of Francisco Garcia be rented for the use of the dist. court and for the county clerk's off. For 3 or 4 month at the rate of $10 a month, Nov. 1858. | V1 P106 |
| 1867 | Jail | Plans to build a jail 1867 and special tax to pay for same, equal to ½ the State upon all property both personal and real, order passed to make an index of all county records which are recorded 1867. | V1 P132 |
| 1875? | | All slaughter pens, sheep and goat pens be removed 500 yards from the Courthouse for the health of the Courthouse. | V1 P165 |
| 1878 | | Edinburgh called Hidalgo in 1878. | V1 P192 |
| 1878 | | Report of land and town sites situated in Hidalgo Co. 1878 | V1 P198 |
| 1885 | | Still Edinburgh in Feb 10, 1885 | V1 P225 |

| | | | |
|---|---|---|---|
| 1885 (maybe 1886?) | Bond election | $20,000 in bonds for the erection of courthouse and jail 20 cents levied on the dollar for real and personal property 1885. | V1 P246 |
| 1886 | Bids adv | Ready for bids 1886. Advertised in Brownsville News, San Antonio Express, and Galveston News. | V1 P252 |
| 1886 | Bids | Bid accepted from Martin Hanson & S. W. Brooks. $14,000.00 and jail $6,000.00. | V1 P253 |
| 1886 | Contract | *Court house and jail, building material to be brick and separate from each other. Courthouse not to cost more than $14,000.00 and Jail $6,000.00. Courthouse to be two stories high, and to furnish room at least equal to a building 50 x 40 and jail to be of sufficient capacity to accommodate 25 prisoners.* | V1 P260 |
| 1886 | | Brick wall around new C. jail, $450.00, 1886 | V1 P263 |
| 1886 | Furniture | $700 for furniture for courthouse accepted Dec. 1886, lights put in courthouse 1887. | V1 P278 |
| 1886? | Flood protection | The court appropriated $150.00 to protect the courthouse from encroachment of the river. | V1 P286 |
| 1887 | | Old courthouse and jail sold for $155.00. | V1 P292 |
| 1889? | Fence | Iron fence around courthouse. Contract to Hanson $147.00. | V1 P305 |
| 1889? | Flood protection | *On this day the County Comm. Crt. Petitioned the Legislature of the state of Texas to pass a special act to levy a special tax for the purpose of building a Jetty and Break Water in the Rio Grande in front of Hidalgo to protect the court house and jail from the erosion of said river and also for a rebate of the State Tax for the year 1889.* | V1 P308 |
| 1889? | Flood protection | *An act of the 21st Leg. of the State of Texas, Entitled "An Act to Authorize the County Commissioners Court of Hidalgo to issue Bonds for the protection of the Courthouse and Jail and other property from further erosion of the Rio Grande River and to Levy a tax to pay the interest and principal thereof".* | V1 P310 |
| 8/12/1889 | Bond issue | $5,000 bond issue voted Bonds for the protection of the courthouse and jail and other property from further erosion of the Rio Grade River. Land values fixed at 80 cents per acre for taxation. | V2 P3 |
| 2/1893 | Trees | 120 trees ordered planted in and around courthouse square. $125 appropriated. | V2 P40 |
| 6/14/1894 | Archives | Authorized translation from Spanish to English all records and archives of county clerk, 15 cents per hundred words paid for translation and recording.<br>This same day the commissioners court ordered the thanks of the people to John I. Klieber, district attorney, for removal of corrupt officials. | V2 P60 |
| 6/16/1894 | Locks | Supt. Of Public Inst. (first time mentioned) Co. judge and clerk authorized to put new locks on doors, also cistern gets a lock. | V2 P70 |
| 1897 | Matting | In 1897 they had matting on courtroom floor. | V2 P118 |
| 5/8/1905 | SLBM RR | St. L. B. M. Ry. first mentioned | V2 P160 |
| 2/1907 | Irrigation Co. | Am. Rio Grande Land and Irrigation Co. prays for | V2 P190 |

| | | | |
|---|---|---|---|
| | | authority to make changes in Military Rd. | |
| 9/16/1907 | Irrigation Co. | Court appoints J. H. Dawson, civil engineer to make examination and locate the necessary canals, laterals and levees, and estimate probable cost of maintenance. | V2 P197 |
| 2/19/1908 | Drainage Dist. | Election ordered to be held Mar 24, 1908, to vote for drainage district. Apr. 9, 1908, Election favors drainage district, Hidalgo Co. Drainage Dist. #1. | V2 P220 |
| 4/9/1908 | A. Y. Baker | A. Y. Baker was elected to fill out unexpired term of county treasurer. First appearance of his name. | V2 P225 |
| 6/4/1908 | Telephone | Rio Grande Valley Tel. Co. formed to operate between Santa Maria and Sam Fordyce. | V2 P230 |
| 1908 | Mercedes | Mercedes (500 population) petitions for incorporation. | V2 P232 |
| 10/12/1908 | County seat election | Election held Oct. 10, 1908 as to whether the county seat remain at Hidalgo or be removed to Chapin. 513 votes cast, 422 for removal, to remain 90 votes. | V2 P240 |
| 11/9/1908 | Bond election | Commissioners court convened in courthouse in Chapin. Commissioners discuss feasibility of erecting courthouse and jail at Chapin, all records and archives being kept in a temporary building (which is called a courthouse) the commissioners "looking ahead and believing that the present prosperity and great development of our county is only a forerunner of what the future will show," decided that an election be held to vote $75,000 worth of bonds for a courthouse and jail at Chapin. | V2 P245 |
| 12/16/1908 | Bond election | Election held Dec. 12. 159 votes for issuance, 5 votes against. | V2 P250 |
| 2/1909 | Architects | Atlee B. Ayres and Harvey T. Phelps, employed as architects. | V2 P256 |
| 2/8/1909 | Rent | To Chapin Townsite Co. for rent of house occupied by courthouse, to be paid out of courthouse & jail fund, $175.00 | V2 |
| 2/19/1909 | Bonds | Terms of courthouse bonds, property tax levied | V2 |
| 2/19/1909 | Architects | A.O. Watson presented plans of several courthouse buildings. Court decided to set Feb. 25, 1909 the day for different architects to present plans and specifications of courthouse and jail buildings. | V2 |
| 2/25/1909 | Architects | San Antonio Structural Steel Co. (Mr. Youngbloood), Atlee B. Ayres, San Antonio, A. O. Watson, Austin submitted plans for courthouse and jail.<br>Atlee B. Ayres and Henry T. Phelps employed as architects, also to superintend the erection of the building, on commission on the contract price at which buildings let. | V2 |
| 3/24/1909 | Plans | Commissioners Court adopted final plans and specifications of courthouse and jail …. And the plan of Atlee B. Ayres and Phelps & Jacob was approved. | V2 |
| 5/10/1909 | Plans | Mr. Jacob, of the firm name of Phelps and Jacob Architects, and Atlee B. Ayres submitted the plans and specifications of the courthouse and jail, which after careful examination, were accepted. Specifications printed to be available to contractors. Second Monday in June (June 14) bids will be | V2 |

| | | | |
|---|---|---|---|
| | | opened. | |
| 7/1/1909 | Contractor | Contractor winning bid for courthouse construction, Waterston & Schoenfeldt, San Antonio, $25,954.00 bond put up by them. | |
| 7/1909 | | Contract awarded for construction of courthouse and jail to Masterson and Schoenfeldt. | V2 P261 |
| 2/8/1909 | Rent | To Chapin Townsite Co. for rent of house occupied by courthouse, to be paid out of courthouse & jail fund, $175.00 | |
| 11/1909 | | County judge authorized to employ county engineer. | V2 P268 |
| 1910 | | Building accepted in 1910. | V2 P288 |
| 2/15/1910 | Contractor | Dissolution of partnership between Waterston and Schoenfeldt, the courthouse and jail building contractors. (Read document dated Dec. 15, 1909.) | V2 ? |
| 3/22/1910 | Building | Extra extension of the roof of courthouse, $1,406.00, includes partition around stairs in basement corridor, and also includes fifty-thousand Fenn's brick, for press in second story for stress supports. Terrazzo floors are to be used in corridors instead of tile and terrazzo base in place of marble base, and plaster in place of composition work on stairs, leaving out stair rail on main stairs in basement where the above partitions are. Approximately seven hundred lineal feet of one and one-quarter rods, with turn buckles for roof tiles.<br>F. A. Schoenfeldt. | V2 ? |
| 5/9/1910 | Payments | Atlee B. Ayres, balance on plans and specifications, $400.00. Henry T. Phelps, balance on plans and specifications, $400.00. | VD ? |
| 5/10/1909 | Phelps | Henry T. Phelps and D. R. Jacob together with Atlee B. Ayres, Architect. Phelps and Jacob dissolved partnership. Phelps became liable for all indebtedness and assets and wanted to end contract with county. $150.00 paid Phelps which released him from contract. | VD ? |
| 6/24/1910 | Cornerstone | Minutes of the Mercedes Masonic Lodge No. 1010, describing laying of the cornerstone for the new courthouse. Also newspaper articles describing the event. | *CC Ramsey* |
| 6/25/1910 | Hidalgo CCH | Courthouse cornerstone was dedicated. | *Hidalgo County Texas* |
| 11/21/1910 | Furniture | Received and accepted courthouse furniture and fixtures | VD P79 |
| 2/14/1911 | Edinburg | Petition granted by Federal authorities changing name of Chapin to Edinburg, Texas. | V2 P300 |
| 2/15/1911 | Trees | County Judge ordering 250 shade trees | VD P92 |
| 3/25/1911 | Trees | Lipscomb, W. L., County Commissioner Precinct 2, purchasing one dozen palm trees for park | VD P96 |
| 2/9/1915 | Mower | County Judge authorized to by gas lawn mower | VD P542 |
| 4/29/1915 | Typewriter | J. P. Almania authorized to buy typewriter | VD P597 |
| 5/10/1915 | Water | Valley Reservoir & Canal Co. agree to water courthouse parks | VD P603 |
| 5/10/1915 | Gravel | Committee named to get prices for graveling street around county courthouse | VD P604 |

| | | | |
|---|---|---|---|
| 6/5/1915 | Gravel | Committee report, prices for gravel, etc. $6.00 per car of gravel | VD P626 |
| 6/5/1915 | Gravel | County Judge authorized to buy necessary amount of gravel | VD P626 |
| 6/14/1915 | Parks, streets | Commissioners Court order warrants issued to pay for parks and street work at courthouse | VD P629 |
| 11/22/1915 | Foundation | M. L. Waller bid to reinforce foundation of courthouse | VE P55 |
| 11/22/1915 | Foundation | Crawford & Horn subcontractors of M. L. Waller | VE P55 |
| Ca 1915 | Bandstand | Uncited reference to bandstand on courthouse square. Bandstand first erected on the west side of the square. In about 1928, was moved to the east side. | |
| 1/11/1916 | Drainage | County Clerk pays for drainage etc. courthouse & grounds | VE P66 |
| 2/14/1916 | Trees | Commissioners Court orders trees for courthouse parks | VE P70 |
| 2/15/1916 | Park | Commissioners Court beautifying county park | VE P73 |
| 2/15/1916 | Citrus | W.Z. Miller to buy citrus trees for park | VE P73 |
| 4/10/1916 | Plumbing | C. W. Richmond, plumbing of courthouse | VE P113 |
| 4/10/1916 | Plumbing | M. L. Waller (architect) overseeing plumbing | VE P113 |
| 5/14/1917 | Old CH | Manual Samano buys old courthouse | VE P289-90 |
| 5/14/1917 | Old CH | Commissioners Court executes deed to Manuel Samano | VE P290 |
| 1/14/1918 | Lights | Valley Plumbing & Supply Co, bid to change lights, etc., courthouse | VE P349 |
| 1/14/1918 | Lights | Commissioners Court accept bid of Valley Plumbing Supply Co. | VE P349 |
| 11/14/1918 | Mower | W. H. Gossage buys discarded lawn mower | VE P542 |
| 9/9/1919 | Incorporation | Election held on incorporation of the City of Edinburg | *Edinburg* |
| 1920 | Census | Population of 38,110, double that of 1910. The number of farms in the county had increased seven-fold since 1890, to 1,727. Railroad brought new settlers, farmers coming to speculative land parties, and segregation of new towns established along US 83. US 83 was known as the longest main street in America by 1930, because of the string of towns along its length. | *Handbook of Texas* |
| 5/9/1921 | Jail | Jail: I. A. Walker estimate for $20,000 approved | VG P19-20 |
| 5/10/1921 | Shades | G.W. (?) Brooks, Comm., list of shades, etc. | VG P26 |
| 6/13/1921 | Jail | Jail: I. A. Walker estimate for $21,000 approved | VG P35-36 |
| 6/13/1921 | Jail | Jail: Sheriff to purchase bedding, etc. | VG P40 |
| 6/13/1921 | Lights | H. E. Wilcox authorized to install lites. | VG P41 |
| 7/11/1921 | Jail | Jail: I. A. Walker estimate for $14,000 approved | VG P47-48 |
| 8/23/1921 | Jail | Jail: E. M. Everitt to be paid for new bed | VG P66 |
| 8/23/1921 | Jail | Jail: Roland B. Moore to be paid for plumbing | VG P66 |
| 10/14/1921 | Jail | Jail: W. L. Lipscomb to repair drain pipe | VG P138 |
| 7/14/1924 | Insured | Courthouse to be insured | VH P74 |
| 8/2/1924 | Shelving | A. J. Ross to install shelving | VH P79 |
| 2/4/1925 | Hidalgo | Young & McAllen heirs permitted to erect buildings, Hidalgo | VH P160 |
| 10/10/1925 | Repairs | W. L. Lipscomb to supervise repairing | VH P349 |
| 10/10/1925 | Citrus | County Auditor to remove citrus trees, etc. | VH P349 |
| 1/11/1926 | Jail | Jail: Mission Insurance Agency to insure | VH P416 |
| 8/9/1926 | | Lot 162, Edinburg, leased to Pruitt | VH P521 |
| 1/10/1927 | | Jail: J. J. Closner to insure | VH P585 |
| 1/11/1927 | SP RR | The first Southern Pacific RR train reached Edinburg, an | *Edinburg/* |

| | | | |
|---|---|---|---|
| | | extension of the San Antonio-Aransas Pass line. 7,000 to 10,000 spectators gathered to meet the train. Events at the courthouse | *Handbook of Texas/Hidalgo County Texas* |
| 8/8/1927 | Gas | County Auditor to have gas installed (in courthouse and Jail) | VI P36 |
| 10/10/1927 | Repairs | Jail: County Judge et al to repair | VI P99 |
| 12/13/1927 | Repairs | Jail: Jos. E. Robinson paid for repairing | VI P229 |
| 1928 | R. Newell Waters | Weslaco City Hall, designed by Waters, built. | *Hidalgo County Texas* |
| Ca. 1928 | Bandstand | Uncited reference to bandstand on courthouse square. Originally erected in about 1915 on the west side of the square. In about 1928, moved to the east side. | |
| 1929 | Good Government League | Good Government League led struggle to remove Hidalgo County government from boss rule and pachanga voter manipulation. Also remove from forces that controlled irrigation projects and oil. | *Handbook of Texas* |
| 3/5/1929 | Lawn | E. Besh service courthouse lawn, $20.00 | VJ P310 |
| 6/22/1929 | Road to Hell | First paved road from Edinburg to Reynosa described in *Collier's Magazine* as the "nickel plated road to hell." | *Edinburg* |
| 1930 | Census | Population of 77,004, double that of 1920. 41,522 identified as Mexican. The number of farms in the county had increased to 4,321, more than double the number of 1920. Livestock production was diminished from earlier decades, but continued in the northern part of the county. Oil production began in this decade, 9/18/1934, O. C. Woods. | *Handbook of Texas* |
| 1/21/1930 | Jail | Jail: Renew fire insurance policies | VK P67 |
| 1/3/1931 | Employees | Courthouse employees to be discharged Jan 15 | |
| 1/3/1931 | Jail | Jail: Plumbing to be improved | VK P460 |
| 1/3/1931 | Jail | Jail: Sheriff to provide bedding, etc. | VK P460 |
| 1/5/1931 | Jail | Jail: Gas co. to install fittings and stoves | VK P461 |
| 1/5/1931 | Jail | Jail: Rush Electric Co. to repair electric system | VK P462 |
| 1/7/1931 | Jail | Jail: Proposal of I. W. Faires to repair plumbing in jail | VK P462 |
| 1/8/1931 | Insurance | Fire insurance policies approved and premiums ordered paid (also for jail) | VK P465 |
| 1/12/1931 | Jail | Jail: Sheriff to pay $102.53 for blankets for jail | VK P471 |
| 1/15/1931 | Jail | Jail: Jailor to secure equipment – list | VK P475 |
| 1/20/1931 | Jail | Jail: Jailor to make certain changes in jail | VK P483 |
| 2/13/1931 | Insurance | Premiums on fire insurance policies courthouse approved and ordered paid | VK P529 |
| 3/4/1931 | Lunch stand | Margaret L. Ruffner granted permission to run lunch stand in courthouse | VK P552 |
| 3/4/1931 | Jail | Jail: W. F. Doenges bill for $482.50 overhauling jail | VK P551 |
| 3/10/1931 | Repair roof | T. L Griever to repair roof of courthouse. (Note: this may be the replacement of the mirador.) | VK P569 |
| 3/13/1931 | Jail | Jail: purchase washing machine for jail | VK P572 |
| 4/13/1931 | Windows | H. D. Hughes to repair basement windows | VL P3 |
| 5/18/1931 | Jail | Jail: Sheriff instructed to build kitchen in jail | VL P55 |
| 6/8/1931 | Lights | Central Power & Light authorized to turn on 12 lights around courthouse at $2.00 per month | VL P77-78 |

| | | | |
|---|---|---|---|
| 7/17/1931 | Lease | Lease-by Hidalgo Co. to St. Louis Brownsville & Mexico RR, of property from Feb 1, 1931 to Jan 1, 1932 | VL P117-120 |
| 11/20/1931 | Jail | Jail: Jailor authorized to purchase 100 blankets for jail at lowest bid of $250.00 | VL P324 |
| 12/4/1931 | 93rd Dist Ct | Remodeling of 93rd District Court Room | VL 342 |
| 12/7/1931 | 93rd Dist Ct | Agreement between Commissioners and architect, Robert L. Vagler concerning remodeling of Court Room | VL P352-354 |
| 12/11/1931 | Lawn | Courthouse lawn sprayer ordered cut off for three months. | VL P355 |
| 1/18/1932 | Blinds | Venetian blinds ordered purchased for Court Rooms and Grand Jury Room | VL P377 |
| 4/17/1935 | Ladies | Appropriation of $100.00 to renovate Ladies Rest Room | VN P542 |
| 1936 | R. Newell Waters | Designed the remodel of a two block long stretch of Weslaco downtown, on Texas Boulevard between Third and Fifth Streets. White stucco facades, red tile, blue neon lights at the roofline. | *Hidalgo County Texas* |
| 1/7/1937 | Furniture | A. W. Boynton, furniture (Index entry does not indicate where or what this is) | VP P366 |
| 2/1/1937 | Soft drink | Mr. Cook of McAllen Coca Cola Company granted permission to install soft drink vending machine in Lobby | VP P400 |
| 2/15/1937 | Mower | Purchase of one Whirl Wind power lawn mower | VP P443 |
| 2/15/1937 | Postage | Purchase of one Pitney-Bowes postage meter machine | VP P458 |
| 2/15/1937 | PBX | Motion that a PBX board be installed in courthouse, also phones | VP P459 |
| 3/22/1937 | Cigarette machine | Motion that M.G. Clark & Son be granted permission to install cigarette machine in lobby of courthouse | VP P509 |
| 7/19/1937 | Cooler | Purchase of electric cooler for courthouse | VQ P367 |
| 4/4/1939 | Bonds | Court House and Jail bonds be called | VU P48 |
| 4/4/1939 | Bonds | Court House and Jail bonds, one cancelled | VU P48 |
| 4/25/1939 | Furniture | Furniture and equipment donated by Mrs. Handley (Index entry does not indicate where or what this is) | VU P158 |
| 5/2/1939 | Jail | Jail: Plumbing installed in Jail | VU P216 |
| 5/23/1939 | Jail | Jail: to advertise for bids for electric refrigerator, meat chopper | VU P345 |
| 5/29/1939 | Jail | Jail: to advertise for changing drains in jail, new floor in part of jail | VU P391 |
| 7/18/1939 | Jail | Jail: dishwasher purchase for jail | VV P1 |
| 8/8/1939 | Annex | Annex partitions removed and stored | VV P36 |
| 8/8/1939 | Repairs | Court House, Annex, county buildings and hospital to be repaired under NYA project | VV P36 |
| 1940 | Census | Population of 106,059, an increase over 1930. The number of farms in the county grew to 5,094. Oil production gained importance in this decade. First military base near Mission, Moore Air Field. | *Handbook of Texas* |
| 1/28/1941 | PBX | PBX board, extension phone to be installed. No long distance calls. | VW P200 |
| 5/28/1941 | Play ground | City play ground, permission granted by commissioners. (Is this on the grounds, or elsewhere in the city?) | VW P416 |
| 7/18/44 | Sprinkler | $219.00 sprinkler to be purchased from D. E. Aloney (sp?) To irrigate CH square | V3 P93 |
| 5/7/46 | Trucks | Truck parking Prohibited around CH square | V5 P491 |

| | | | |
|---|---|---|---|
| 8/20/46 | Peanut vend | Mrs. Payne Permitted to install peanut vending machine | V6 P91 |
| 8/5/47 | Workman | Man be hired for General work around CH & J | V7 P35 |
| 8/31/48 | Grounds | County take over the Upkeep of CH grounds | V7 P428 |
| 8/23/49 | Concession | Howard Cole Allowed space in CH for refreshment concessions | V8 P152 |
| 1950 | Census | Population of 160,446. The number of farms increased to 5,314. Citrus fruit production became the most important industry. Cotton and vegetables also produced in great quantities. | *Handbook of Texas* |
| 6/19/51 | Petition | Court acknowledges receipt of The required number of signatures presented to proceed with the necessary steps for calling election for new CH<br><br>After accepting numerous petitions, it was moved by Cmmr Callis, seconded by Cmmr Gree, and carried unanimously, that Court acknowledge receipt of the required number of signatures presented, and that Court proceed with the necessary procedure in calling Election for a new CH. | V9 P61 |
| 6/21/51 | Bond election for new CH | ***Hidalgo Sets Bond Election Within 30 Days***<br>*Edinburg – An election on a bond issue for a new Hidalgo County courthouse will be held within 30 days, county commissioners announced Tuesday.*<br>*County Judge Milton Richardson said Tuesday that enough petitions have been received "to call five elections."*<br>*The actual election must await a fairly exact estimate of construction costs, expected to be around $1 million.* | Brownsville Herald (BH) p5 c3 |
| 7/5/51 | Architects | Mr. R. Newell Waters Services employed as Architect<br><br>The Commr Court met Tuesday, July 3rd, and interviewed the following architects, as follows:<br>Hetrick & Co., represented by R. Daugbjerg, of Houston, Texas;<br>Newell Waters, of Weslaco;<br>Larsen & Byers, of Pharr, Texas;<br>Cowell & Neuhaus, of Houston, Texas;<br>Cocke, Bowman & York, of Harlingen, Texas, represented by Mr. Bowman;<br>Wm. Baxter, of Weslaco, Texas;<br>Boelker & Dixon, of Houston, Texas, represented by Mr. Boelker.<br>It was agreed that the Court would meet on Thursday morning, July the 5th, to make the final selection of one of the above firms, there being no more Architects to interview, the Court adjourned.<br><br>Upon motion made by Commissioner Hester, seconded by Commissioner Reyna, and unanimously carried to employ the services of Mr. R. Newell Waters, of Weslaco, Texas, as Architect for the new Courthouse. | V9 P77 |
| 7/5/51 | Architect | Memorandum of agreement entered | V9 P77-78 |
| 7/5/51 | Architects | That letter be sent each Firm direction appreciation of their | V9 P78 |

| | | | |
|---|---|---|---|
| | | interest in the matter of the CH | |
| 7/6/51 | Location of county seat | ***Hidalgo Makes Bid for New Courthouse***<br>*Edinburg – The border town of Hidalgo has its hat in the ring today in the scramble for the site of the proposed Hidalgo County Courthouse.*<br>*Its adjacency to Reynosa, Mexico makes it a more convenient spot to transact county business, according to a letter from E. G. Gonzalez, Hidalgo, addressed to the commissioners' court here.* | BH p10 c5 |
| 7/8/51 | Bond election | ***Hidalgo Voters Will Consider Bond Issue***<br>*Edinburg – A $1 million to $1,500,000 bond issue to build a courthouse will probably be put before Hidalgo County voters in six or eight weeks.*<br>*R. Newell Waters, Weslaco architect who is preparing the plans, met with commissioners Friday to get a preliminary picture of space needs. He said he believes he can present a reasonable accurate figure on the probable cost of the building at the July 17 commissioner's court meeting.* | BH p17 c7 |
| 7/17/51 | R. N.Waters | Mr. Newell Waters Displayed a space analysis chart for the proposed CH<br><br>Mr. Newell Water was called before the Court and displayed a space analysis chart for the proposed CH. This chart showed a total gross area of 70,000 sq. ft. He recommended that one and one half million dollars would be the amount needed to build this space, with furniture and surrounding area properly landscaped. His tentative estimate was:<br>$1,260,000.00 – fee and building<br>$150,000.00 – furnishings<br>$25,000.00 – razing old building<br>$90,000.00 - grounds | V9 P83 |
| 7/17/51 | Bond election | That an election be held on Aug. 11th 1951 to build a new CH. Amount of Issue one and one-half million dollars.<br><br>Motion made by Commissioner Hester, and seconded by Commissioner Reyna, that an election be called to vote on the bond issue to build a new CH, on August 11, 1951. The amount of the bond issue to be one and one half million dollars. Motion carried UNANIMOUSLY. | V9 P84 |
| 7/17/51 | Bond election | ***Hidalgo Votes Aug. 11 on New Courthouse***<br>*Edinburg – Hidalgo County voters will be asked to vote Aug. 11 on a proposed bond issue of $1 and half million for a new court house building.*<br><br>The article goes on to describe the space analysis chart, and the efficiency factor of the old building at 54% compared to the 72% factor proposed for the new building. | BH p2 c6 |
| 8/12/51 | Notice | Affidavit of publication of notice of election | V9 P118, 119 |
| 8/12/51 | Returns | Returns of Bond Election Canvassed and approved<br><br>3,125 for and 1,386 against. | V9 P119 |

| | | | |
|---|---|---|---|
| 8/12/51 | Returns | Order canvassing returns & declaring results of election | V9 P121, 125 |
| 8/12/51 | Bond election | ***Courthouse Bonds Voted***<br>*Edinburg – Hidalgo County will celebrate its 100th anniversary in 1952 around a new $1,500,000 courthouse, courtesy of the taxpayers who voted Saturday.*<br>*The courthouse bond issued carried by an almost three to one majority with 3,110 votes in favor and 1,390 against it, according to almost complete returns. Twenty-one precincts voted for the issue and 11 opposed it.*<br>*County Judge Milton D. Richardson said "it S more of a pleasure than I thought when I was running for county judge, to live in this country. I know I'm among friends."* | BH p1 c2 |
| 8/28/51 | R. N. Waters | Mr. R. Newell Waters To proceed with preliminary sketches<br><br>*Upon motion made by Commissioner Callis, seconded by Commissioner Reyna, it was unanimously carried, to instruct Mr. R. Newell Waters to proceed with the preliminary sketches of the new Ch building, subject to the approval for the contract by Mr. Truett Hubbard.* | V9 P142 |
| 10/8/51 | Sketches | Preliminary sketches of new Courthouse accepted. Check issued for $12,000.00 as part of architectural fees.<br><br>*Motion by Commissioner Callis, seconded by Commissioner Green, and carried unanimously, to accept or approve the preliminary sketches of the new CH as presented by Mr. Waters. It was further moved that the General Public is welcome to visit Mr. Waters and make inspection of plans, and any suggestions they may offer to the Court. The Commissioners Court also approved the issuance of check in the amount of $12,000.00 to Mr. Waters, as a part of his fee on the architectural contract.* | V9 P178 |
| 10/30/51 | Space | That Judge Richardson Write letters to the respective officials as to space alternates<br><br>*A motion was made by Commissioner Hester, seconded by Commissioner Green, and carried unanimously, that the following request be spread on the minutes, and that Judge Richardson write letters to the respective officials.*<br><br>*October 29, 1951*<br><br>*Commissioners Court*<br>*Edinburg*<br>*Texas*<br><br>*Gentlemen:*<br>*We have gone over on one of more occasions the layout for each departmental branch of the Government that will occupy a space in the new Court House. So far as I know, they all* | V9 P183 |

| | | | |
|---|---|---|---|
| | | *indicated their approval of each of their respective layouts. In this connection, I would suggest that your Court write a letter to each of these offices getting their final approval on their layout. In case there is any question in their mind that the layout does not meet with their ideas they should immediately get in touch with the office of the Architect and go over their respective space allotment and office arrangements. This is to be done before Saturday, November 10. Anyone we do not hear from we will consider that it would be impractical to make any changes on the plans and particularly to make any changes during construction would involve additional expense, confusion and would be unsatisfactory from every standpoint because it virtually becomes a remodel job. We should use every precaution to avoid this.*<br><br>*Very truly yours,*<br>*R. Newell Waters* | |
| 10/30/51 | R. N. Waters | Mr. Waters before the Court Making suggestions & asking opinions relating to new CH<br><br>*Mr. Waters appeared before the Court, making suggestions & asking opinions from the Court, relating to new CH* | V9 P184 |
| 1/22/52 | Condemn | Excerpt from Minute Book #7, City of Edinburg, condemning CH<br><br>*Upon motion by Commissioner Green, seconded by Commissioner Hester, it was unanimously ordered that the following Order be spread on the Minutes, to-wit:*<br>*Excerpt from Minute Book #7, City of Edinburg, County of Hidalgo, Texas.*<br>*After thorough discussion of the condition of the County Courthouse, a motion was made by Commissioner Berry that the County Courthouse, now located in Edinburg, Hidalgo County, Texas, is in such condition that it is liable to fall down, that it is dangerous to the people, as well as the property located therein; and, further, that it is not fire proof and does not conform with the City Building Code; and, therefore, that the County Judge and County Commissioners be notified that this building must be taken down and removed within one (1) year from date; and, unless said building is removed one (1) year from date, that by virtue of the authority vested in the City of Edinburg by State Statute, the City will remove same and charge the expense of said removal to said County; and, that notice of this action be given in writing to the County Judge and to the County Commissioners of the County of Hidalgo, State of Texas. Motion seconded by Commissioner Bliss and carried unanimously.* | V9 P296 |

| | | | |
|---|---|---|---|
| 1/23/52 | Condemn | ***Old Courthouse to be Destroyed***<br>*Edinburg – The city has condemned the county courthouse and has given Hidalgo county one year to tear it down. The city's order was read into the minutes at the county commissioners court meeting Tuesday.*<br>*The county is trying to get strategic materials for the proposed new courthouse. The city's order condemning the old courthouse said the building is not fireproof and is structurally dangerous. The city is authorized by law to proceed with demolition of the courthouse at the end of one year if the county has done nothing about its removal. In such a case the county would be handed the bill for tearing down the building.*<br>*The condemnation order and other data to complement the county's stand for the needed building will be sent to the National Production Authority in Washington.* | BH p5 c7 |
| 4/8/52 | Bid adv | Ad for bids for the construction of the new CH For June 3rd 1952 at 10:00 o'clock a.m. | V9 P379 |
| 4/14/52 | Wage rates | That general prevailing per Diem wages be paid for work on new CH | V9 P380, 381 |
| 4/14/52 | Bids | Notice of intention to receive bids for the construction of the new CH For June 3rd, 1952 at 10:00 o'clock am | V9 P381, 382 |
| 5/1/52 | Fee | Mr. R. Newell Waters be paid $42,000 less sum advanced | V9 P391 |
| 5/28/52 | Postpone bids | To postpone opening of bids on new CH until program of the Permanent Improvement Ref. Bonds is completed<br><br>*Motion was made by Commissioner Callis, seconded by Commissioner Reyna, and carried unanimously, to postpone the opening of the Bids for the new CH until the program of the Permanent Improvement Refunding Bonds is completed, and to advertise for Bids for the Court House Bonds, and when the money is available will open bids for the construction of the new Court House.* | V9 P403 |
| 6/9/52 | Drainage | That county participate with City of Edinburg on the drainage around CH<br><br>*A motion was made by Commissioner Green, and seconded by Commissioner Callis, that the County participate with the City of Edinburg on the Drainage around the Courthouse. With the understanding that when the Drainage Line is completed, the City of Edinburg will assume all the responsibility of maintenance of said drainage line from Fay Street to the County property line. Commissioners Green, Callis and Reyna voted "Aye", and Commissioner Hester voted "no", motion carried.* | V9 P410 |
| 7/8/52 | Elevators | Service man from Otis Elevator explains type of service this Co. would give | V9 P461 |
| 8/19/52 | Bids | Bids asked for Sept. 16th on construction of new CH<br><br>Advertised on Sept. 8th. | V9 P486 |

| | | | |
|---|---|---|---|
| 9/8/52 | Bonds | Bid of 3.7246% accepted on CH bonds | V9 P507-509 |
| 9/8/52 | Bonds | Certificate of County Clerk, statement of indebtedness, statement of taxable values, order authorizing the issuance of bonds | V9 P510-522 |
| 9/16/52 | Bids | Bids received, opened and read. | V9 P527-529 |
| 9/22/52 | Bids | The Texair Company of Pharr withdrew their bid, leaving the electric unit as was bid on in the Base Bid | V9 P529 |
| 9/22/52 | Noser | Noser Construction Co. Contract and Bond | V9 P530-530F |
| 9/30/52 | Centennial | Centennial Board given the right to use CH grounds for all concessions during Centennial Week | V9 P532 |
| 9/30/52 | Furniture | Everybody will be given a chance to bid on the furniture for the new courthouse | V9 P533 |
| 11/22/52 | Noser | Noser Const. Co. paid $20,149.89 on first payment | V9 P564 |
| 11/22/52 | Noser | Noser Const. Co. offer on stockpile rejected<br><br>*A motion was made by Commissioner Hester that the offer of Noser Construction Company on the stockpile of dirt be rejected. Motion died for lack of a second.* | V9 P564 |
| 11/22/52 | Dirt | Agreement with Noser Const. Co. dirt be stock-piled and to be used for making fills<br><br>*It was agreed that the dirt moved out of the hole made for the basement of the new Courthouse be stock-piled on the ground. That the Court use this dirt in making fills; and if the Court does not want to pay anything Mr. Noser said then to forget it.* | V9 P564 |
| 12/16/52 | Noser | Noser Const. Co. paid 2nd estimate of $29,989.27 | V9 P578 |
| 12/16/52 | Bonds | Authorizing the exchange of $22,000.00 Hid. Co. Tex. Perm. Imp. Ref. Bonds Ser. 1952 for a like amount of valid outstanding indebtedness against the Perm. Imp. Fund | V9 P578-579A |
| 1/12/53 | Noser | 3rd payment to Noser Const. Co. in the amt. of $30,568.35 | V10 P21 |
| 2/3/53 | US 281 | That Mr. Snyder's plan be accepted about routing traffic around new CH<br><br>*Motion was made by Commissioner Hester, seconded by Commissioner Reyna, that the plan of Mr. Snyder, routing the traffic around the new Courthouse, wherein U.S. Highway No. 281, going North and South curve slightly East of the Courthouse, and other traffic will use the present outside square or street for one-way movement to the right, be accepted. Motion carried unanimously.* | V10 P34 |
| 2/3/53 | Furniture | That Mr. R. Newell Waters proceed with the bids for the selling of the old furniture<br><br>*It was agreed with Mr. R. Newell Waters to proceed with the Bids of the selling of the old furniture as set out in is plans. Bidding Contractors will make allowance for old furniture in their Bid.* | V10 P34 |

| | | | |
|---|---|---|---|
| 2/17/53 | Marble | St. Genevieve Rose Bresh marble accepted for new CH<br><br>*Motion was made by Commissioner Green, seconded by Commissioner Hester, and carried unanimously, that the St. Genevieve Bresh Marble be accepted for the new Courthouse.* | V10 P53 |
| 2/17/53 | Noser | Payment No 4 Cert. No. 1062 for $34,367.69 to Noser Const. Co. | V10 P 53 |
| 2/17/53 | Furniture | Bids to be opened on March 17th 1953 on furniture for new CH | V10 P53 |
| 2/17/53 | Furniture | To adv. For bids on new furniture, not considering the trade-in of the old furniture, will adv. for Bids on the old furniture when ready to move out of the old CH | V10 P53 |
| 2/24/53 | Furniture | Date extended for opening of bids on new furniture for CH To April 13, 1953 | V10 P60 |
| 3/9/53 | Fee | R. Newell Waters paid $7,126.13 | V10 P69 |
| 3/9/53 | Furniture | Addendum No. 1 to plans and specifications of Hidalgo County CH Furnishings | V10 P70-71 |
| 3/9/53 | Furniture | To accept all 4 separate bids for CH furnishings on April 13th 1953 | V10 P71 |
| 3/17/53 | Furniture | Architect R. Newell Waters to be instructed to issue letter clarifying the proposal to read "any or all" CH furnishings | V10 P79 |
| 3/17/53 | Noser | Crt. No. 1064 in the amount of $39,916.76, being 5th payment to Noser | V10 P79 |
| 4/7/53 | Noser | Noser Const. Co pd. Payment 6 in the amount of $67,605.93 | V10 P91 |
| 4/13/53 | Furniture | Bids were opened for the CH furnishings. Bids tabulated. | V10 P102 |
| 4/21/53 | Furniture | That low bid of Maverick-Clark for general furnishings for CH in the amount of $11,307.00 be accepted and to work out alternates. | V10 P111 |
| 4/21/53 | Furniture | Bid of O'Shea Furniture Co. of Mercedes Tx. Accepted on 13 beds and 13 pillows. | V10 P111 |
| 4/21/53 | Furniture | Bid of Southern Steel Co. of San Antonio, Tx. Accepted on 2 holding cells. | V10 P111 |
| 4/21/53 | Furniture | Bid of Griggs Equipment C. of Belton, Tx. Accepted on Auditorium chairs. | V10 P111 |
| 4/28/53 | Furniture | Maverick –Clarke Contract on furnishings approved | V10 P113-117 |
| 5/11/53 | Noser | Noser Const. Co. paid 7th payment in the amt of $78,442.79 | V10 P149 |
| 6/16/53 | Noser | Noser Const Co 8th payment made | V10 181 |
| 7/7/53 | Noser | " 9th " | V10 P223 |
| 8/10/53 | Noser | " 10th " | V10 P242 |
| 9/8/53 | Fee | Statement from R. Newell Waters, Architect, in the amount of $6,330.21 approved. | V10 P291 |
| 9/14/53 | Noser | 11th payment to Noser Const Co in the amount of $56,257.78 | V10 P294 |
| 10/20/53 | Edinburg Improvement Assoc. | Resolution: Contract & Agreement with Edinburg Improvement Association | V10 P317-324 |

| | | | |
|---|---|---|---|
| 11/17/53 | Noser | Noser Const Co Cert No 1086 being payment 13 approved | V10 P355 |
| 12/14/53 | Noser | Noser Const Co payment 14 approved | V10 P368 |
| 12/14/53 | Furniture | Courthouse furnishings | V10 P368 |
| 12/22/53 | Drainage | To advertise for bids for drainage pipe from south entrance of CH to N. W. corner of property | V10 P374 |
| 12/22/53 | Work man | Application of Willard Johnson accepted as a combination electrician and air conditioning maintainer, to be employed on Jan 1st 1954 | V10 P374 |
| 12/29/53 | Committee | The Co Judge, Sheriff and Mr. R. Newell Waters to serve on Buildings, Maintenance and Grounds Committee from date of acceptance of new CH | V10 P379 |
| 1/11/54 | Noser | Noser Const Co paid $57,465.80 being payment No. 15 | V10 P383 |
| 1/19/54 | Southern Steel | Southern Steel Co. of San Antonio paid #2,125.00 for jail equipment in new CH | V10 P390 |
| 2/2/54 | US 281 | Plan of proposed alignment, HW US-281, through CH square | V10 P401 |
| 2/16/54 | Noser | Noser Const Co payment 16, amount of $54,969.85 approved | V10 P417 |
| 3/8/54 | Noser | Noser Const Co payment 17, amount of $83,545.42 approved | V10 P449 |
| 4/6/54 | Noser | Noser Const Co payment 18, amount of $52,562.51 approved | V10 P480 |
| 5/4/54 | Bar Association | Resolution as presented by the Bar Assn to invite the Federal Ct. for the Southern Dist of Texas to hold court in the new CH | V10 P504 |
| 5/4/54 | Old CH | Proposal-Hidalgo Co CH to buy & raze the old CH | V10 P505-507 |
| 5/4/54 | Federal Court | ***Hidalgo Asks Federal Court to Sit There***<br>*Edinburg, May 4 – Hidalgo county commissioners today extended a formal invitation to the judges of the US District Court of the Southern District of Texas to sit in Hidalgo county. The commissioners court acted after Edinburg Attorney Jackson Littleton, acting on behalf of the county Bar Association, read a Bar Association resolution suggesting the federal court be invited to use the new county courthouse.*<br>*The commissioners unanimously adopted a motion inviting the federal judges to sit in Edinburg "whenever and as often as the applicable laws, rules and work of the court will permit or justify".*<br>*The motion said it should "be of great convenience" to litigants and attorneys, particularly in Hidalgo and Staff counties, to have a federal court here.*<br>*The commissioners were also informed that Grandview Hospital Administrator E. R. Andres had resigned. Andres sent a letter to County Judge Milton D. Richardson saying he had handed his resignation to the hospital board.* | BH<br>P3 c 6 |
| 5/18/54 | Noser | Noser Const Co payment 19 approved | V10 P512 |
| 5/18/54 | Main entrance | Main Entrance of the east door of new CH designated as | V10 P512 |

| | | | |
|---|---|---|---|
| | | location of all public sales | |
| 5/18/54 | Bulletin board | Official bulletin board to be located on the southside wall of main lobby | V10 P512 |
| 5/18/54 | Furniture | Notice of public auction sale be made of all furniture for Friday morning | V10 P512 |
| 5/18/1954 | Grand Opening | ***Hidalgo Courthouse Among Few New Ones***<br>Articles describe the planning, design, construction and planned occupancy of the new courthouse. Topics noted include the 4 types of stone in the building, the planned longevity of the new building, the groundbreaking, coffee bar, automatic elevators, jury dormitories, grand jury room, 92nd district courtroom, reception rooms, library, detention cells, clerks' offices, flagpole and sale of the old courthouse for salvage. The article is illustrated with numerous photographs of the building and furnishings. There are also articles about the old courthouse and county history, including the day the SP RR arrived in town, the year the electric service went 24 hour, the cupola as a landmark, the bond issue of 1920 for roads, the Falcon Dam idea proposed in 1920 and finally realized in 1953, the story of moving the county seat.<br><br>See also the excerpted article, clipped by Closner Chapin Ramsey, which gives a listing of the events scheduled for the grand opening. | *Daily Review* (DR) pB1 c1 |
| 5/20/54 | Dedication | ***Hidalgo is Ready for Dedication***<br>*Edinburg, May 20 – The network of roadways southeast of the new $1.5 million Hidalgo county courthouse was blocked off today in preparation for the dedication of the structure and a general celebration late today and tonight.*<br>*The dedication ceremonies, highlighted by an address by Rep. Lloyd M. Bentsen, Jr., of McAllen, were scheduled to be short. We'll try to hold them down to an hour," said Harry Hall of Mission, who headed the committee in charge of the program.*<br>*The top state official in Edinburg for the ceremonies was Chief Justice J. E. Hickman of the Texas Supreme Court*<br>*Also on the program were Sen. Rogers Kelley of Edinburg as master of ceremonies. County Judge Milton D. Richardson and high school musicians from several Valley cities.* | BH P3 c 6 |
| 5/24/54 | Razing | Rowland & Hunter bid turned down on razing old CH $22,730 | V10 P515 |
| 6/1/54 | Razing | Bid of Ted Hall accepted on razing old CH $5,300 | V10 P517 |
| 6/1/54 | Stage | Cert. No. 1099 to Texas Scenic Co. of San Antonio be paid $935.00<br>For stage equipment | V10 P518 |

| | | | |
|---|---|---|---|
| 6/1/54 | Razing | ***Hidalgo Gets Bid on Old Courthouse***<br>*Edinburg, June 1 – A Des Moines, Iowa man today offered to tear down and remove the old Hidalgo county courthouse for $5,200 – less than a quarter of the amount asked by a Pharr firm.*<br>*The Iowa wrecker, Ted Hall, made the bid by telephone "sight unseen." He said his firm was now tearing down a courthouse in Bryan, Tex. And had just completed a job in Louisville, Ky. The commissioners took no formal action, but indicated they were very interested in the offer and would probably accept it unless a better proposition turned up.* | *Brownsville Herald*<br>P1 c5 |
| 6/20/54 | Cornerstone | ***Old Courthouse Stone Yields Long-Ago Items***<br>The contents of the cornerstone of the 1908 courthouse are described in this article. There is a mention of a county historical museum on the 2nd floor of the new courthouse, which may be an error. | *Monitor* |
| 6/29/54 | ROW easement | Right of way easement approved for highway running through the CH square | V10 P531, 534 |
| 8/31/54 | Work man | Roger Palmquist hired as Asst. to Supt. Of Building | V10 P563 |
| 8/31/54 | Street | Meeting called for the purpose of discussing street around courthouse<br><br>*A meeting was set for 2:00 o'clock p.m. with the City Commission, the Commissioners' Court and the State Highway Department, on Wednesday, Set. 1st 1954, for the purpose of discussing the street around the Courthouse, in order to start landscaping the Courthouse Grounds.* | V10 P564 |
| 9/21/54 | Elevator | Elevator maintenance co. contract approved | V10 P569 |
| 10/5/54 | ROW | R/W easement on a strip of land 20 ft. wide of all sides of CH square | V10 P582 |
| 11/23/54 | Site | E. B. Darby & Co. bid accepted on site development in the amount of $51,00.00 | V10 P612 |
| 11/30/54 | Site | E. B. Darby & Co. awarded revised contract in the amount of $30,000 | V10 P617 |
| 11/30/54 | East lot | That east blocks of CH not be sold | V10 P617 |
| 1/4/55 | Water lines | Mr. Younkin authorized to purchase pipe for water lines on CH grounds<br><br>*A motion was made by Commissioner Curtis, seconded by Commissioner Green, and carried unanimously, to authorize Mr. Younkin to purchase all pipe for water lines that is necessary to do this job on the Courthouse Grounds.* | V11 P26 |
| 1/4/55 | Site | Proposal site development, Hidalgo County CH | V11 P27-28 |
| 1/10/55 | Site | E. B. Darby be paid $6,750,00 on a 25% completion of their $30,000 contract | V11 P46 |
| 1/25/55 | Site | E. B. Darby paid $23,436.90 for completing site of CH | V11 P67 |
| 3/14/55 | Nurserymen | Sheriff authorized to contact nurserymen to give estimates and sketches for the purpose of landscaping CH grounds | V11 P133 |

| | | | |
|---|---|---|---|
| | | *Motion by Commissioner Carter, seconded by Commissioner Dudley, and carried unanimously, that the Court authorize Sheriff Vickers to contact nurserymen to give estimates and sketches for the purpose of landscaping the Courthouse grounds.* | |
| 3/22/55 | Landscape | To authorize Flowerland to draw a master plan for landscaping CH grounds | V11 P135 |
| 5/17/55 | East parking lot | Group citizens of Edinburg appears in Court approving making parking lot of East CH Square<br><br>*A large group of citizens of Hidalgo County appeared in a body before the Court, stating that they approved the original plan to pave the east side of the Court House Square for parking, and presented to the Court a petition to that effect, containing 106 signatures. Mr. C.E. Blodgett of Edinburg was spokesman for the group.* | V11 P184 |
| 9/20/55 | Grounds | Beautification Committee and Garden Club appeared offering assistance in beautifying CH grounds<br><br>*A number of members of the Beautification Committee and Garden Club of Edinburg appeared before the Court to offer their aid in beautifying the Court House grounds and adjacent county owned property. Mr. Bill McCaleb, manager of Edinburg Chamber of Commerce, who was spokesman for the group, was assured by the Court that their services and plant donations would be gratefully accepted when the pending master plan for beautification of the grounds is complete.* | V11 P273 |
| 9/20/55 | East parking lot | CH parking lot-adopted plan to pave east side Courthouse.<br><br>*Upon motion by Commissioner Carter, and seconded by Commissioner Green, it was voted unanimously to adopt the plan, as discussed in Court, this date, for paving a parking area on the vacant lots east of the Court House. Such plan proposing paving approximately 300 feet in width, extending from 12th Street to Highway 281; a two lane drive from the south entrance, to the center of parking place, and a two lane drive north into the parking area.* | V11 P273 |
| 7/24/56 | Corner parks | CH parking lot – Jr. Chamber of Commerce to plant grass<br><br>*Upon motion by Commissioner Green, seconded by Commissioner Carter, it was voted to permit the Junior Chamber of Commerce of Edinburg (as represented by Ernest Smith, Jr.) to proceed with the planting of carpet grass in the four corners of the parking area east of the Court House. Motion carried.* | V12 P29 |
| 12/18/56 | Window tint | Mr. Younkins, Building Superintendent, presented cost figure on tinting curtain windows-Sun Shield Window Tinting Co.<br><br>*Mr. Younkin, Courthouse Superintendent, presented cost figures from the Sun Shield Window Tinting Co. for treating the east entrance windows of the Courthouse with non-glare, heat* | V12 P221 |

| | | | |
|---|---|---|---|
| | | *resistant tine, at a cost of $369.72, which was company cost price and would not be effective after a dealer was established in the Valley. This figure represented cost on 827 square feet @ 44.7 per square foot. Mr. Younkin was instructed to get a dollars and cents figure on all the windows that needed tinting and present for further consideration.* | |
| 2/19/57 | Window tint | Valley Glass Tinting Co, McAllen – bid accepted for tinting CH windows, $32.00 per hundred square feet. | V12 P302 |
| 9/17/57 | Elevator | Elevator maintenance Company to continue service on CH elevators | V12 P599 |
| 11/19/57 | Hidalgo Plaza | City of Edinburg, re: "Hidalgo Plaza". Joint recreational park operating agreement | V13 P14-15 |
| 12/17/57 | Hidalgo Plaza | Jr. Chamber of Commerce. Landscape plan for Hidalgo Plaza accepted.<br><br>*Motion was made by Commissioner Green, seconded by Commissioner Carter, and carried unanimously, to approve the landscape plans, including plants, grass and trees, submitted by the Junior Chamber of Commerce for beautifying the parking area east of the Courthouse, known as Hidalgo Plaza.* | V13 P46 |
| 3/10/58 | Postage | To advertise for bids for postage meter for CH mail room | V13 P189 |
| 9/11/58 | Trees | ***Poinciana Trees Due for Square***<br>*Edinburg's Hidalgo Plaza soon will be grazed by a blaze of red blooms of the royal Poinciana trees.*<br>*Eight trees, ordered by the Edinburg Chamber of Commerce will be planted this week along the north entrance to the plaza, where they will not cause any interference with traffic.*<br>*Landscaping of the area has been done by the chamber and the Edinburg Jaycees with cooperation from both the county and the city.* | *DR, p6 c8* |
| 9/12/58 | Water | ***Situation on Water "Best Ever"***<br>Article describes the findings for August 1958 by the special water master for the 93rd District Court. | *DR, p1 c1* |
| 2/9/59 | Jury toilets | Fred Phillips, Jr., McAllen. Request for additional sanitary facilities, CH.<br><br>*Fred Phillips, Jr. of McAllen appeared before the Court stating that he represented "a minority group of second-class citizens"; that he had served as a juror on a jury of 11 men and 1 woman and calling the Court's attention to the need for additional sanitary facilities for jurors; that there was only 1 lavatory, 1 commode and 1 shower to serve the Men's Jury Dormitory and only 1 commode for the Jury Deliberating Room; that the jury who served with him asked him to appear before the court and request that the situation be remedied.*<br>*The Court agreed to contact Mr. Noser, the Courthouse building contractor, and Mr. Younkin, the Courthouse Superintendent, to see what could be done.* | V14 P375 |
| 3/24/59 | Chamber of Commerce building | Chamber of Commerce and Edinburg Women's Community Club – Resolutions to accept their proposal to sell C. of C. Building on CH grounds to County for | V14 P525-526 |

| | | | |
|---|---|---|---|
| | | $5,000 and resolution terminating permit granted 1/16/33 to maintain C. of C. Building. | |
| 7/28/59 | Remodel | *It was moved by Commissioner Pike, seconded by Commissioner Evins, that Noser Construction Company be notified to begin the remodeling work in the County Treasurer's Office, formerly occupied by the Right of Way Department, according to their contract. Motion carried.* | V15 P421 |
| 7/28/59 | Annex | Right of Way Building – designated as CH Annex<br><br>*Commissioner Curtis read the following resolution:*<br>*Be it remembered that the Commissioners' Court recently acquired from the Chamber of Commerce of the City of Edinburg, and the Women's Community Club of Edinburg, that certain one story building located on the Courthouse grounds immediately north of the Courthouse, and*<br>*Be it further remembered that the Court has deemed it expedient and necessary that the County Right of Way Department be located in said building, and*<br>*Whereas, it is intended by the Commissioners' Court that said aforementioned building be and is considered an annex to and a part of the County Courthouse, and*<br>*Whereas, it is deemed expedient and advisable that said building be officially designated as an annex and a part of the County Courthouse.*<br>*Now, therefore, be it resolved that said afore described building be and the same is hereby designated as the Courthouse Annex. Whereupon Commissioner Curtis moved the adoption of the resolution, which said motion was duly seconded by Commissioner Carter, and adopted by all members present by voting "aye".* | V15 P421 |
| 9/14/59 | Electric service | Central Power & Light Co. approved contract for service<br>Five year service period | V15 P625 |
| 1960 | Census | Population of 180,904. The number of farms in the county decreased to 4,124, decrease due to increase in large farming corporations on large tracts of land. | *Handbook of Texas* |
| 1/11/60 | Lights | Central Power & Light Co. – contract on 6 mercury vapor lights #8281<br><br>*On motion by Commissioner Pike, seconded by Commissioner Curtis, County Judge Milton D. Richardson was authorized to execute on behalf of Hidalgo County a contract between Central Power and Light Company for service on 6 mercury vapor 20,000 lumen street lights on the median of U.S. Highway 281 on the east side of the Courthouse. Motion carried.* | V16 P410 |
| 2/2/60 | Pest control | Abash Insect Control Service – contract for CH-5 years<br><br>*Motion was made by Commissioner Pike, seconded by Commissioner Curtis, that the Court enter into a Contract with Abash Insect Control Service of McAllen for the control of termites in the Courthouse, at a stipulated price of $115.00 per* | V16 P466-467 |

| | | | |
|---|---|---|---|
| | | *year for a 5-year period.* | |
| 4/5/60 | Flags | American Legion Post, Donna – six 3x5-50 star flags for courtrooms ordered | V17 P10 |
| 4/28/60 | Bonds | Courthouse Bonds - $5,000 to be used to purchase county wide road bonds 1960 | V17 P87 |
| 1/17/61 | Telephone | Southwestern Bell Tel. Co. – termination agreement for installation of equipment in CH | V18 P387 |
| 2/21/61 | Annex remodel | City of Edinburg – request that County obtain building permit for Courthouse Annex<br><br>*Jack Reynolds, City Manager of the City of Edinburg, appeared before the Court requesting that the County obtain a Building Permit for the addition being made to the Courthouse Annex, also known as the Right of Way Department building.* | V18 P518 |
| 2/23/61 | Annex remodel | City of Edinburg – to obtain building permit for courthouse annex<br><br>*Motion was made by Commissioner Evins, seconded by Commissioner Carter, to obtain a Building Permit for the addition to the Courthouse Annex, also known as the Right of Way Department building. Motion carried.* | V18 P535 |
| 3/28/61 | Photo copy | Office Equipment Co. - $225 A.B. Dick photo copy machine purchased for all departments in CH (for use by all departments in the building) | V18 P668 |
| 5/16/61 | Mower | Willis Younkin, building superintendent – authorized to purchase 26" Yazoo mowing machine, $324.01 | V19 P139 |
| 11/7/61 | East parking lot | Joe B. Evins, County Commissioner, Precinct 4 – to work out plan for beautification of parking lot east of courthouse & submit to Court<br><br>*It was moved by Commissioner Pike, seconded by Commissioner Curtis, that Commissioner Joe B. Evins assume charge of working out a plan for beautification of the parking lot east of the Courthouse, and to submit the final plan to the Commissioners' Court for consideration and approval.* | V20 P183 |
| 9/25/62 | Floor | To advertise for bids for battery powered automatic floor maintainer | V22 P163 |
| 10/8/62 | West parking lot | To advertise for bids for re-paving courthouse parking area west of US 281<br><br>*Motion was made by Commissioner Curtis, that the County Auditor be authorized to advertise for bids for paving by re-topping the parking area around the Courthouse on the west side of US-281, which motions was seconded by Commissioner Pike, and carried.* | V22 P186 |
| 10/16/62 | Floor | Valley Janitor Supply Co, bid $1,500 for Clark-A-Matic floor maintainer, accepted. | V22 P200 |
| 10/23/62 | Site | E. B. Darby & Company Inc, cost estimate, Jan. 31, 1955. Plans & specifications for site grading and paving showing corrections for perimeter sidewalk reduced from 6 ft to 3 ft | V22 P213 |

| | | | |
|---|---|---|---|
| | | in the amount of $798.30, bal $23,436.90, spread on minutes.<br><br>*Motion was made by Commissioner Curtis, seconded by Commissioner Carter, and carried, that the Cost Estimate of E.B. Darby & Company, Inc. dated January 31, 1955, for the Site Grading & Paving-Hidalgo County Court House Grounds Per Plans & Specifications, showing the correction for Perimeter Sidewalk reduced from 6 ft. to 3 ft., in the amount of $798.30, leaving a balance of $23,436.90, and approved by the Commissioners' Court, be spread on the Minutes. (Also transcribed is a memo or letter with the estimate information, dated 1/31/55, from E. B Darby.)* | |
| 11/13/62 | Paving | Mission Paving Co, bid of $3,603 for repaving courthouse parking lot west of US 281, accepted | V22 P284-285 |
| | Plans | Publishers affidavit of notice – plans and specifications prepared by C. L. Fabian | V22 P283 |
| 12/18/62 | Legal Aid office | Hidalgo County Bar Association, request for free rent in Courthouse for Legal Aid Office<br><br>A long entry, describing the efforts of the Hidalgo County Bar Association to establish a non-profit Legal Aid Society for Hidalgo County. Discussion of county staff and budget support.<br><br>*County Judge Richardson stated that he would consult with Sheriff E.E. Vickers as to any available space in the Courthouse for the Legal Aid Office, and the Court agreed to take the matter under advisement.* | V22 P363-364 |
| 1/8/63 | Repairs | Sam R. Gatti, proposal $1,750 to repair plaster cracks inside Courthouse, accepted<br><br>*On motion by Commissioner Curtis, seconded by Commissioner Carter, and carried unanimously, it was voted to accept the proposal of Sam R. Gatti, Edcouch, Texas, to furnish labor and material for repairing all plaster cracks, fungus resulting from dampness, replacing metal lath where needed, expansion joints where needed, plaster stops inside the Courthouse. All cracks to be opened one inch or more where necessary and expansion joints and plaster stops shall be of galvanized material, for the sum of One Thousand, Seven Hundred and fifty ($1,750.00) Dollars.* | V22 P398 |
| 12/18/62 | Plaques | Hidalgo County Bar Association, Presented to Hidalgo County two plaques. "A Lawyer's Obligation" and "A Judge's Obligation" to be hung on 2nd floor of courthouse | V22 P401 |
| 1/31/63 | Scaffold | W. H. Younkin, Courthouse Superintendent. Authorized to purchase scaffolding equipment from Safeway Scaffolds Company of San Antonio for $598.50 for use in repairing Courthouse outside walls. Emergency declared.<br><br>*On motion made by Commissioner Curtis, seconded by* | V22 P496 |

| | | | |
|---|---|---|---|
| | | *Commissioner Carter, declaring that an emergency exists for the purchase of certain scaffolding equipment to be used in repairing the outside walls of the Courthouse and that W. H. Younkin, Courthouse Superintendent, be authorized to order scaffolding equipment from the Safeway Scaffolds Company of San Antonio, Texas, consisting of a set of Safeway Jr. Swings complete with a 20" x 20' Aluminum Stage and Roof Hooks, at a cost of $598.50.* | |
| 2/26/63 | State Welfare Dept office moves out of CH | State Welfare Dept. Office to be vacated March 15th, if possible, as office space needed for Court Clerk and Reporter for Water Rights suit in 93rd Dist. Ct – Judge J.H. Starley, Special Judge<br><br>*County Judge Milton D. Richardson announced that the State Welfare Department, occupying offices on the 5th floor of the Courthouse, and been notified to vacate the office by March 15th, if possible, as the office space was needed for the Legal Aid Office and for the Court Clerk and Court Reporter, in connection with the Water Rights suit pending in 93rd District Court in which Judge J.H. Starley is Special Judge.* | V22 P536 |
| 3/26/63 | Jury toilets | Noser Construction Co. Proposal for additional toilet facilities for Jury Dormitories 5th floor, courthouse. $5,169.00. Accepted.<br><br>No description of the specific work done. Described as enlarging the toilet facilities for the convenience of jurors, and done on an emergency basis. Excerpt of long passage: *We propose to install the additional toilet facilities on the Fifth Floor of the Hidalgo County Courthouse in accordance with the plan prepared by us, including plastering, ceramic tile work, electrical, plumbing, metal toilet stalls, painting, and revising the existing air conditioning duct work for the sum of Five thousand One Hundred Sixty Nine Dollars, ($5,169.00)* | V22 P665 |
| 5/7/63 | Marker | John Ben Shepperd, president of Texas State Historical Survey Committee. Letter received informing County Judge that a Confederate Memorial Information Marker commemorating El Sal Del Rey would be placed on Courthouse lawn<br><br>*A letter received from John Ben Shepperd, President of the Texas State Historical Committee, was read informing County Judge Milton D. Richardson that a Confederate Memorial Information Marker would be placed on the Courthouse lawn commemorating the part the El Sal Del Ray (salt lake) played during the Civil War, being part of a new program by the Texas Historical Survey Committee to place markers in accessible places for the benefit of tourists and Texans, at no expense to the County, and described the marker as being of Texas pink granite, 5 feet high, 2 feet 6 inches wide, 8 inches thick.* | V23 P70-71 |
| 11/19/63 | Lights | To advertise for bids for 12 mercury vapor flood lights for | V24 P170 |

| | | | |
|---|---|---|---|
| | | Courthouse<br><br>7 fixtures of 1000 watts, 5 of 400 watts. Text describes the exact specifications of the fixtures. | |
| 12/3/63 | Lights | Edinburg Electric Motor Service. Bid $1,600.00 for 12 mercury vapor floodlights. Accepted.<br><br>Text describes bids received is detail. | V24 P184 |
| 3/24/64 | Furniture | Judge Richardson authorized to purchase desk chairs, filing cabinets for Courthouse offices vacated by State Welfare and Drivers License Division.<br><br>*It was moved by Commissioner Pike, seconded by Commissioner Curtis, and unanimously adopted, that County Judge Milton D. Richardson be authorized to purchase the necessary desks, chairs and filing cabinets to furnish the offices in the Courthouse vacated by the State Welfare Department and the Drivers' License Department.* | V24 P419 |
| 5/11/64 | Utility bill | Utility bills for Courthouse Annex at 14th and Loeb to be paid from Utilities Courthouse Fund<br><br>*It was moved by Commissioner Guerra, seconded by Commissioner Curtis, and carried, that the utility bills for the Courthouse Annex at 14th and Loeb in Edinburg be paid from Utilities-Courthouse fund, appropriated from the General Fund.* | V24 P492 |
| 5/26/64 | Birdbath | Edinburg Garden Club, birdbath on grounds. Judge Richardson received biography of St. Francis of Assisi, statue on bird bath<br><br>*It was moved by Commissioner Pike that the biography of Saint Francis of Assisi as taken from the Book of Knowledge, read by County Judge Milton D. Richardson for information as to the Statue on the Bird Bath constructed on the Courthouse grounds by the Edinburg Garden Club be spread on the Minutes of the Court, which said Motion was seconded by commissioner Guerra and unanimously adopted.*<br>Text of the biography is recorded in the minutes. | V24 P567 |
| 12/16/64 | Duplicator | County Auditor reported office duplicator used by all departments not working. Authorized to advertise for bids.<br><br>Full specification of the offset duplicator is given in the minutes. | V25 P545 |
| 1/11/65 | Duplicator | Addressograph, Multigraph, Multilith, Corpus Christi, Bid of $3,057.21 for Multigraph Multilith Offset Duplicator for Courthouse use, accepted. | V26 P87-88 |
| 4/5/66 | Switchboard | Jane Hopkins employed as part-time switchboard operator for Courthouse<br><br>*Whereas, it appearing to the Commissioners' Court that it has become necessary to employ a part-time switchboard operator for* | V28 P316 |

| | | | |
|---|---|---|---|
| | | *the Courthouse in addition to the regular operator; and*<br>*Whereas, it appearing that Jane Hopkins should be employed a part-time switchboard operator for the Courthouse at a salary of $125.00 per month, effective April 1, 1966;……..* | |
| 5/3/66 | Fountain | R. Ramirez, mayor of Edinburg. Request on behalf of individuals and civic and political organizations for permission to construct fountain on Courthouse grounds. Permission granted subject to final plans being submitted<br><br>*Whereas, request having been received from A. R. Ramirez, Mayor of the City of Edinburg, Texas, on behalf of interested individuals, civic and political organizations, for approval from the Commissioners' Court to construct a fountain on the southwest corner of the southeast quadrant of the square in the City of Edinburg, Texas, said property adjoining US Highway 281 and being owned by Hidalgo County, Texas; and*<br>*Whereas the proposed fountain being considered as a beautification project under a law passed by the Congress of the United States known as the Highway Beautification Act of 1965; and*<br>*Whereas, it being the opinion of Commissioners' Court that such approval should be given;*<br>*Now, therefore, be it resolved the by Commissioners' Court of Hidalgo County, Texas, that approval be granted to interested individuals, civic and political organizations to construct a fountain on property owned by Hidalgo County, Texas, and to be located on the southwest corner of the southeast quadrant of the square in Edinburg, Texas, said property adjoining US Highway 281 on the west and the beautification project being undertaken under a law passed by the Congress of the United Stated known as the Highway Beautification Act of 1965, the approval to be subject to final plans to be submitted to Commissioners' Court.* | V28 P456 |
| 10/24/67 | Plaques | Hidalgo County Bar Association authorized to hang 2 plaques of past presidents on 2nd floor of Courthouse | V31 P72 |
| 7/30/68 | East parking lot | City Commissioner Henry Payne appeared presenting proposed beautification plan for Courthouse square east of US 281. Taken under advisement. | V32 P92 |
| 8/21/68 | Veterans Services officer | J.J. Pointbouef (sp?), past County Veteran Services Officer, on behalf of American Legion and other veterans organizations. Resolution that US flag be flown at half-mast on Courthouse Square on date of burial of any County war victim now serving in Armed Forces | V32 P150 |
| 1970 | Census | Population of 181,533. Civil rights movement during the 1960s increased participation of Hispanics in county politics. Increase in migration from Mexico. Population increased between 1970 and 1977 to 232,300 | *Handbook of Texas* |
| 3/31/70 | Jail | Gene Hobart, architect, authorized to make application for federal funds to provide 60% cost of construction of a new County Jail and a detention facility for juveniles and federal prisoners. | V34 P233 |

| | | | |
|---|---|---|---|
| 3/23/71 | Parking | County Sheriff. To be authorized to regulate and control traffic in Courthouse parking area | V35 P394 (or 374?) |
| 4/12/71 | Bailiff | J.J. (Frenchy) Poinbouef, Bailiff for 92 Dist Court, deceased. Courthouse flag to be flown at half-mast on April 13, 1971 in tribute. Resolution and eulogy to be furnished to family. | V35 P469 |
| 7/6/71 | Roof repairs | Willie Younkin, Courthouse Superintendent, authorized to repair the roof on Courthouse Annex (ROW Building) | V35 P697 |
| 9/7/71 | Southeast grounds | Edinburg Chamber of Commerce. Proposal to beautify southeast corner of Courthouse approved.<br><br>*Walter Shirah, Manager of the Edinburg Chamber of Commerce, and David Bell, President of the Edinburg Chamber of Commerce, appeared before the Court presenting a proposed plan for beautification of the Southeast corner of the Courthouse square at 12th and Cano Streets. They stated that the plan called for supplying benches, sidewalks and planting palm trees and that it did not entail building any monuments or buildings, and that funds were available for the project.* | V36 P4 |
| 1/18/1972 | Cooling towers | Willis Younkin, Courthouse Superintendent, to advertise for bids for 2 air conditioning water cooling towers<br><br>*Whereas, it having been brought to the attention of the Court by County Auditor Robert B. McLeaish, Jr. that consideration has been given to replacing the Air Conditioning Cooling Towers on top of the County Courthouse and that conferences have been had with Willis Younkin, the Courthouse Superintendent, and he having drawn specifications therefore, ……* | V36 P667-68 |
| 2/1/1972 | Cooling towers | Texair Co, Inc, bid of $7,440.00 for Proposal A for 2 cooling towers for courthouse accepted, and Proposal B to be considered in amount of $3,610.00 additional. | V36 P741-42 |
| 8/22/1972 | East parking lot | Edinburg Chamber of Commerce authorized to mark parking lines on East parking lots of courthouse, to remove trees obstructing parking and demolish fall-out shelter.<br><br>*There appeared before the Court L. A. Youngman, Chairman of the Edinburg Chamber of Commerce Beautification Committee and Robert Stewart, a member of the Chamber of Commerce, presenting a proposed plan for beautification of the East courthouse parking lot, in which they stated that they felt improvements could be made by marking off parking lines to provide an orderly parking of cars and which would provide an increase of 40% or more cars, also they proposed to remove some trees now in the parking lot which interfere with orderly parking and to plant other trees for beautification purposes…* | V37 P855-56 |
| 9/11/1972 | Fiesta Hidalgo | Edinburg Chamber of Commerce request permission to use East parking lot of courthouse for Carnival during Fiesta Hidalgo granted | V38 P24 |
| 12/11/1972 | Photo machine | Xerox Photo Co, request for permission to install coin-operated photo machine in courthouse | V38 P477 |
| 1/22/1973 | Photo | Xerox Corporation, proposal to furnish coin-operated photo | V39 P115 |

| | | | |
|---|---|---|---|
| | machine | machine for use in courthouse | |
| 1/29/1973 | Parking lot | Claudio Castaneda, Co. Sheriff, proposal for changed in courthouse parking lot, approved. To advertise for improvements to courthouse parking lot, see notice 3/19/1973<br><br>*County Sheriff Claudio Castaneda presented a proposed Plan for changes in the Courthouse parking lot as had been previously requested by the Commissioners Court and explained that the proposed plan would permit entrance to the parking lot from the west entrance only and exits on Cano and McIntyre Streets and changing the direction of parking, eliminating islands that now exist and which plan would provide for 160 parking spaces. He stated that it would necessitate re-striping the parking lines, removing the islands and putting up the proper signs and that it would be the responsibility of the Commissioners Court to pass Orders for the enforcement and punishment for violation of the parking order…* | V39 P147 |
| 3/19/1973 | Repairs | Office of Emergency Preparedness, received $998.63 final payment for repairs due to Hurricane Fern (Index entry doesn't state what or where these repairs were. Most of the repairs were for roads and bridges, and the courthouse repairs were only a small part of the overall total.) | V39 P413 |
| 3/19/1973 | Parking lot | To advertise for curb and gutter, paving, traffic stops, etc. for parking lot, bids 4/23/1973. (Work approved on 1/29/1973.) | V39 P417-18 |
| 4/16/1973 | Glass doors | Harold Johnson, bid of $15 for glass courthouse door. A. R. Ramirez, bid of $15 for glass courthouse door. County judge authorized to sell doors. | V39 P619 |
| 4/23/1973 | Paving | Frank Vesckio Paving Co, McAllen, bid of $1,755 for curb and gutter, paving, traffic stops and signs on courthouse parking lot. (Work approved on 1/29/1973) | V39 P635 |
| 4/23/1973 | Parking | Commissioners Court, no parking spaces to be marked reserved | V39 P636 |
| 6/11/1973 | Copier | Addressograph Multigraph Corporation, proposal to sell Multilith Offset Copier for courthouse use | V39 P1057 |
| 8/13/1973 | Copier | Multilith Corp, statement for $10,505.59 for Multilith Machine for courthouse received and lease agreement | V40 P401 |
| 8/20/1973 | Annex | Rolando Cantu, official agent for Manpower Programs, request for additional office space, courthouse annex to be enlarged. Ashby, Humphries & Garza Architects to draw plans.<br><br>*…He stated that he had discussed the matter of office space with Department of Labor officials and they had suggested a centralized office to save administrative cost, that $300.00 per month was being expended on rentals for various offices, telephone, etc. and that by centralization of the offices this cost could be cut 50%, and that he would like to recommend an addition to the Courthouse Annex (Right of Way Building) of 800 to 1000 square feet, and that the Department of Labor is* | V40 P523 |

| | | | |
|---|---|---|---|
| | | *prepared to enter into a Lease Agreement to pay rental for the use of the building.*<br><br>*Commissioner Guerra stated that he thought enlarging the Courthouse Annex would be the most economical way of providing necessary office space which was needed for other departments and the Traffic Coordinator, recently appointed. He stated that he had requested Tom Ashley of the firm of Ashley, Humphries & Garza, Architects, employed by the County to plan the new Jail facilities, to look at the building and make suggestions for enlarging it, and Mr. Guerra stated that he thought the building could be enlarged 1600 square feet at a cost of approximately $8.00 to $10.00 per square feet, expanding it on the East and North.*<br><br>*Commissioner Curtis suggested that plans be drawn and bids be received for construction, and Commissioner Guerra suggested that the County forces could build the building at a much lower cost since supervision was a large portion of the cost.*<br><br>*County Judge Ed Gomez stated that since Mr. Ashley had agreed to draw up the plans and take measurements, that the Court should proceed with the plans for enlarging the Courthouse Annex.* | |
| 8/24/1973 | Annex | Ashby, Humphries & Garza Architects, report on enlargement of courthouse annex, directed to proceed and report to court<br><br>*Mr. Ashley stated that at the request of the Commissioners Court he had done some investigation and work on the proposal to enlarge the Courthouse Annex for the Man Power Office and other offices that could be moved from the Courthouse. He suggested that the Courthouse Annex could be enlarged on the West, on the South and also by an L-shaped addition on the East, and that he was considering the appearance of the building from the outside and the entrances so as to give better use of space and for the convenience of those using the building, and that he would need to talk to the Department heads to determine their various needs, and that he was trying to program it to function for other offices that may be relocated from the Courthouse. He displayed sketches of his proposed extensions and additions.*<br><br>*Commissioner Guerra stated that he thought Mr. Ashley should proceed with the planning and report to the Court.* | V40 P573 |
| 7/24/1973 | Parking | Claudio Castaneda, discussion re: regulating parking on Courthouse parking lot. Order to be prepared for meeting 9/28/1973. (Recent changes in the last legislative session allow for this.) | V40 P753 |
| 9/28/1973 | Parking | County employees and those conducting business at courthouse only persons permitted to park in parking lots | V40 P773 |

| | | | |
|---|---|---|---|
| | | south, west and north of courthouse (this is to address double parking, parking in restricted areas, and use of the parking lots by people other than county employees or those who are conducting business in the courthouse.) | |
| 10/12/1973 | Annex foundation | Spencer Concrete Co, Edinburg, emergency declared and approved bid of $20.25 per cubic yard for concrete for courthouse annex. (This is for the foundation of the enlargement of the Courthouse Annex.) | V40 P830 |
| 10/18/1973 | Parking | The Monitor, McAllen, publishing affidavit of order regulating parking on south, west, north of courthouse | V40 P867-68 |
| 10/19/1973 | Annex | Clarence Dobbs, county maintenance foreman, emergency declared and purchases of materials authorized for courthouse annex | V40 P886 |
| 3/18/1974 | Annex | Ashley, Garza, Humphries Associates, approved payment of $3,182.00 for labor and overhead in remodeling courthouse annex | V41 P646 |
| 5/6/1974 | Air conditioning | Dalton Service Agency Inc, San Antonio, emergency declared and $4,792.35 cost for overhauling and repairs on courthouse air conditioning system approved | V42 P55 |
| 5/13/1974 | Paving | Mission Paving Co, Inc, payment approved for paving courthouse parking lot, and budget amended | V42 P84 |
| 6/3/1974 | Annex | Robert L. Harrison Paint Contractors, Pharr, approved payment $2,634 for 2 coats Flex-Coat on courthouse annex | V42 P111 |
| 8/12/1974 | Postage | Pitney Bowes, Corpus Christi, emergency declared and authorized payment of $2,320 for new postage meter and rental of $56 for courthouse | V42 P473 |
| 4/7/1975 | Jail | Bids for Jail still being studied. Meeting with contractor to work out best | V43 P689 |
| 4/23/1975 | Jail | Jail: Tom Ashley, architect, be authorized to negotiate with Krueger Construction on bid of detention facility received 3/27/1975 | V43 P772-73 |
| 5/2/1975 | Jail | Jail: Report on latest developments on negotiations with low bidder (Krueger Construction). Letter from Braselton Construction to enter negotiations also. | V43 P804-809 |
| 5/5/1975 | Jail | Jail: Claudio Castaneda and Guadalupe Betancourt, o present report on recommendations to be made and considered for jail in accordance with grand jury | V43 P822-29 |
| 5/19/1975 | Jail | Jail: Accept bid and award contract to Krueger Construction for #2,265,722, and Judge authorized to execute | V43 P928 |
| 5/19/1975 | Jail | Jail: architects to revise plans and specifications to delete or change certain items | V43 P930 |
| 6/9/1975 | Jail | Jail: No bids received for jail equipment. Authorization to purchase equipment on the open market | V44 P76 |
| 8/25/1975 | Jail | Jail: Change order in amount of $108,727 being in addition to contract already awarded | V44 P397 |
| 10/6/1975 | Jail | Jail: Tom Ashley, report on detention center and that bill for work done to be presented soon | V44 P526 |
| 10/20/1975 | Fiesta Hidalgo | Johnny Ortiz, request use of town square weekend of 3/3/1976 for joint activities by Fiesta Hidalgo and Bicentennial Committee | V44 P592 |

| | | | |
|---|---|---|---|
| 11/3/1975 | Jail | Jail: Tom Ashley, month end report and discussion about access adjoining farm land | V44 P616 |
| 12/8/1975 | Jail | Jail: Tom Ashley, monthly report on construction of jail | V44 P753 |
| 1/12/1976 | Jail | Jail: Tom Ashley, monthly report | V45 P27 |
| 1/19/1976 | Roof repairs | Republic Powdered Metals, emergency declared and Judge authorized to purchase necessary materials to fix roof over Tax and County Clerk's offices (The proposal describes the L-shaped roof on a portion of the courthouse. It notes that the steel deck is sound, but that the roof is nearly dead level with three drains, and that over time water ponding in low spots has caused leaks.) | V45 P78-9 |
| 2/2/1976 | Jail | Jail: Marshall-Clegg, agreement to draw up specs on jail equipment | V45 P140-44 |
| 2/2/1976 | Plaza Hidalgo | Courthouse Square, request by Bicentennial Committee to name it "Plaza Hidalgo" and invite Commissioners to participate in parade and ceremony (Parade to be held on March 6, 1976) | V45 P137 |
| 2/9/1976 | Jail | Jail: Tom Ashley, month end report | V45 P177 |
| 3/8/1976 | Jail | Jail: Tom Ashley, monthly report. 27% complete. Question as to kitchen equipment | V45 P375 |
| 4/19/1976 | Jail | Jail: Tom Ashley, monthly report | V45 P615 |
| 5/10/1976 | Jail | Jail: Tom Ashley, monthly report | V45 P670 |
| 5/24/1976 | Jail | Jail: Tom Ashley, report on inside materials for jail. Carpet ruled out. | V45 P723-24 |
| 6/14/1976 | Repairs | Courthouse maintenance, emergency declared and authorized to pay $308.75. (Index entry doesn't indicate what or where this is.) | V45 P769 |
| 6/14/1976 | Jail | Jail: Tom Ashley, monthly report. 6% during May. All necessary material at site so work pick up. Change in floor covering being done and working on revised schedule | V45 P771 |
| 8/9/1976 | Jail | Jail: Tom Ashley, jail through 7/76 was 53% complete. Materials and equipment at site, no problems | V45 P947 |
| 10/18/1976 | Jail | Jail: Tom Ashley, monthly report on jail. Request for extension of time. 61% complete, as of 10/1/1976 | V46 P201-205 |
| 11/15/1976 | Jail | Jail: Tom Ashley, monthly report. Facility by mid Nov was 72% complete | V46 P343 |
| 1/3/1977 | Repairs | Courthouse maintenance, emergency declared and authorized to pay $304.50 to Industrial Solvent and $318.25 to Duratronic, Inc. | V46 P496-97 |
| 1/17/1977 | Jail | Jail: Tom Ashley, monthly report for month of 12/76 and change order regarding furniture approved | V46 P569-70 |
| 2/14/1977 | Mini courthouse | Mini courthouse, request for permission to advertise for 60-70' pipe (Index entry doesn't indicate what or where this is. Minute entry doesn't indicate this either. Refers to a 60-70 foot pipe, if the drive way was 50'. Also refers to a 48" pipe, as requested by the Water District.) | V46 P743 |
| 2/22/1977 | Jail | Jail: Tom Ashley, monthly report for month of Jan 77 | V46 P777 |
| 2/28/1977 | Jail | Jail: Litton Office Supply, accept bid on furniture and equipment for detention facility | V46 P809 |
| 2/28/1977 | Square | Courthouse Square, request by Chamber of Commerce for | V46 P811 |

| | | | |
|---|---|---|---|
| | | use on 3/24, 25 and 26, approved | |
| 3/7/77 | Mini courthouse | H. P. Fowler, accept bid of $7,200 for concrete pipe for mini courthouse | V46 P825 |
| 4/18/1977 | Addition | County Judge informed court that more space was needed and authorized to ask architect to appear and make suggestions<br><br>*County Judge R. M. Guerra stated that more space was needed in the Courthouse and that he had contacted the person that was in charge of building the courthouse and who assisted in designing it. He at present is in charge of constructing the McAllen Hospital. He pointed out that the longer that we put this off the worse it will get. All departments have grown and there are plans for another court. In talking with Mr. Merle Simpson it has been pointed out that no provisions were made on the foundation for additional floors. Judge Guerra stated that there were two proposals: build something across the street and connect with passage way or add two floors to the Northeast of building. He stated that before a decision is reached a study of present and future needs within 5-10 year period and arrive at conclusion. He asked the Court for a chance for Mr. Simpson to appear before them and discuss the matter. At this point, County Judge Guerra made reference to a letter from Mr. Simpson in which he stated that he would be willing to appear before the Court regarding the possible expansion of the courthouse at the Court's convenience.*<br><br>*Brief discussion was held in which all Commissioners agreed that a study was needed before a decision would be reached. It was also suggested that all courts be relocated to another building and County Judge offices that needed to be near them. Discussion followed in which parking situation was mentioned and where it was pointed out that we are late in getting the project started. Commissioner Curtis stated that by the time that additional space is built we will be in trouble again.*<br><br>*County Judge Guerra asked if it was all right with the Court he would have Mr. Simpson come and talk to them next week.* | V47 P26-27 |
| 4/25/1977 | Addition | Merle Simpson, made suggestions and county entered into survey contract for $12,500<br><br>*Whereas, County Judge Guerra stated that he had gotten authorization from the Court to bring Merle Simpson to talk to them about a possible study of the expansion of the Courthouse. Judge Guerra introduced all commissioners and news media to Mr. Simpson.*<br><br>*Mr. Simpson stated that in considering the possible expansion of the Courthouse and after he conducted a very brief study there were two alternatives: 1. Expand this building either vertical or horizontal; 2. Or go across the street. He stated that the south* | V47 P33-34 |

*part of the courthouse was not designed for vertical expansion. The north part it would be possible to put another floor. County Judge Guerra asked Mr. Simpson to clarify if foundation had been constructed so that additional floors could be added. He pointed that he had stated earlier that neither the North or South ends of the Courthouse had been constructed for vertical addition. Mr. Simpson stated that the south section was constructed of steel and a lot would have to be torn down while the south side would have to be reinforced. The adding at the northeast corner would create no problems since material could be found to blend.*

*Discussion followed where it was pointed that the 2nd floor could be extended over the County Clerk's Office but that this could not be done for the auditorium. Mr. Simpson stated that if alternative was across the street that the Department with the most outside traffic could be re-located. It was pointed out that if the Courts were moved across the streets then a lot of the other offices would have to be placed close by.*

*County Judge Guerra mentioned that last week a question about using the bottom portion for parking lot and building on top. Mr. Simpson state that this could be done but that it would be forcing a lot of extra construction. Commissioner Curtis stated that he felt that we should try to build adjacent to original building. County Judge Guerra stated that the Court would have to decide today or in the near future what will be done. Whether we want to rely on someone to provide us with services to survey facilities, along with report the re-alignment of departments and also abide with projection of needs within 10 years. County Judge Guerra stated that he had material from several firms but that he felt that M. Simpson was better acquainted with the situation and that would be to our advantage.*

*Mr. Simpson stated that in a previous job his firm had been able to create additional space by just re-alignment of offices. He also pointed out that there were several areas which needed to be protected such as the air conditioning which was already over loaded. Discussion followed on how this problem could be solved. Mr. Simpson stated that he could give a cost estimate within 2 or 3% if he knew whether building would be here or across the street. He also asked the Court to consider the fact of using solar energy. He pointed that he had three kinds of architectural contracts: 1. Lump sum; 2. Percentage; 3. Construction management proposal. He stated that study would take 31 days and would cost $12,5000 and after this he could give recommendation as to how to proceed. County Judge Guerra stated that the first step would be the survey.*

*It was moved by Commissioner Curtis, seconded by*

| | | | |
|---|---|---|---|
| | | *Commissioner Ponce, that we enter into a survey contract with Mr. Merle Simpson for the survey and study of present facilities, utilization and re-location of departments in order to follow through with plans to expand for the cost of $12,500. And, the Motion upon being put to a vote carried.* | |
| 5/16/1977 | Jail | Jail: Tom Ashley, monthly report for month of March and April 1977 | V47 P167 |
| 6/27/1977 | Addition | Merle Simpson, discussion about possible expansion of courthouse, go into contract with Mr. Simpson for necessary functions for expansion<br><br>*Whereas, there came on for consideration a report from Merle Simpson, Architect, regarding the possible expansion of the Courthouse and getter utilization of present courthouse space; and Whereas, County Judge Guerra stated that Mr. Simpson had been employed by the County to make a study and make recommendations to this Court. He stated that Mr. Simpson's report would consist of sketches and cost estimates.*<br><br>*Mr. Simpson handed out a written report on his findings and recommendations. He went on to say that after studying departmental functions they had decided to go horizontal. He stated that room for the Law Library had been found on the first floor, that the Maintenance Department did not have a space to store or an office of any sort, consideration should be given to the elimination of the switchboard in the lobby area since he felt that the giving of information took too much time from the operators, he pointed out area allowed for the County Clerk's Office and stated that he felt that by removing partition that would give that office all the information that was needed. Auto License Department would stay where it is and expanded a little in order to serve more people during rush time.*<br><br>*He informed the Court that foundation for the addition would cost about $12,000.00. Foundation would be made for two floors now and so that two (2) others could be added on later on. He went on to indicate space allowed for each department on the 2nd, 3rd, 4th and 5th floors. He also asked that air locks or double entrances be made in order to save on the air conditioning. Brief discussion was held on the remodeling of the Commissioners Courtroom in order to accommodate the County Court at Law #2. It was pointed out that all benches etc. would be only temporary.*<br><br>*It was moved by Commissioner Curtis, seconded by Commissioner Ponce, that the County go into contract with Mr. Merle Simpson, Architect, so that we can proceed with the necessary functions for expansion of courthouse and that County Judge R. M. Guerra be authorized to sign all necessary; and the motion upon being put to a vote carried.* | V47 P347-48 |
| 8/15/1977 | Jail | Jail: Tom Ashley, change order #3 and 4 to Krueger | V47 P530 |

| | | | |
|---|---|---|---|
| | | Construction | |
| 11/7/1977 | Alterations | Courthouse alterations, advertise for remodeling and open bids on 11/28/1977 at 2:00 pm<br><br>This was for alterations to the "old Sheriff's Department area" and that "the inside of the building had already been torn down by our crew and that we needed to advertise for remodeling". | V47 P827 |
| 11/21/1977 | Alterations | Request for extension on bid opening date, approved for 12/5/1977<br><br>This was also for alterations to the old Sheriff's Department area. | V47 P920 |
| 12/5/1977 | Alterations | Courthouse alterations, accept bid of Sumers Electric in amount of $4,181.00 | V47 P987-88 |
| 12/5/1977 | Alterations | Mr. Simpson informed the court that bids on alterations would be opened at 4:00pm. He was informed that (1) bid had been opened and accepted<br><br>This was also for alterations to the old Sheriff's Department area. The newspaper ad stated bids due at 2pm, and Simpson's notice stated they were due at 4pm. | V47 P1008 |
| 12/5/1977 | Alterations | Palmer Building & Supply, accept bid of $1,151.00 for flooring<br><br>…..Mr. Simpson gave the Court all their estimates and stated that he could not understand why some of the bids were lower than his estimates but that it was good for the County…. | V47 P1010 |
| 12/5/1977 | Alterations | Robert L. Harrison, accept bid of $758.00 for painting | V47 P1010 |
| 12/5/1977 | Alterations | South Texas Sales, accept bid of $885.00 for ceiling | V47 P1010 |
| 12/5/1977 | Alterations | Sumers Electric, court waived formality and accepted bid of $4,181.00 | V47 P1011 |
| 12/12/1977 | Alterations | Trouble with Sumers bid, so court accepted next lowest bid of Heggen Electric in amount of $3,450.00 and Valley Weather Makers in amount of $1,437.00<br><br>Sumers could not provide a bid or performance bond, so the next lowest bid was accepted. The presentation to the Court was apparently made by Bob Simpson. | V47 P1020 |
| 1/16/1978 | Alterations | Courthouse renovation, Package #2, advertise and open bids 2/6/1978<br><br>The Court discussed Package #2, which included work to re-surface and refinish existing walls, certain gypsum board partition work, new carpeting and window sun control systems, and acoustic ceiling applications. The Court discussed the recommendation to use carpet, and were told that the maintenance of carpet would be cheaper than (apparently) the existing floor finishes. Carpet was recommended in the Library, Adult Probation and District | V48 P58 |

| | | | |
|---|---|---|---|
| | | Attorney's Office. | |
| 1/23/1978 | Alterations | Heggen Electric Co, change order 77-101-C5 (1) in the amount of $815.00 (Electrical work)<br><br>Work described as being in Old Sheriff's Office and the District Clerk's office. | V48 P80-2 |
| 1/30/1978 | Alterations | South Texas Sales, change order #77-101-C2(1) in the amount of $46.00 (ceiling work)<br><br>Simpson's office was at 3605 Katy Frwy, #104, Houston, Texas, 77007. Change order form is included in minutes. | V48 P123-24 |
| 1/30/1978 | Alterations | Valley Weathermakers, change order #77-101-C4(1) in the amount of $359.25 (air conditioning work)<br><br>Change order form is included in minutes. | V48 P125-26 |
| 1/30/1978 | Alterations | Package #3, permission to advertise and open bids on 2/23/1978 at 2:00 pm at ROW Department | V48 P126 |
| 2/6/1978 | Alterations | Package #4, permission to advertise and open bids on 3/6/1978, 2:00 pm<br><br>Bid Package #4 was the new addition. | V48 P193 |
| 2/6/1978 | Alterations | South Texas Sales, Inc., accept bid of $650 for gypsum board and $97 for ceiling for Bid Package #2 | V48 P196 |
| 2/6/1978 | Alterations | Robert L. Harrison, accept bid on painting in amount of #1,134.00 | V48 P196 |
| 2/6/1978 | Alterations | Sigler, Winston, et al, request for employment for site study for temporary parking and fence sites. Matter tabled.<br><br>Sigler, Winston and Greenwood & Associates to do the site study for temporary parking and fence sites for the new addition to the Courthouse. Court needed at least an estimate of the cost of such contract, before taking action on this item. | V48 P196 |
| 2/13/1978 | Alterations | Package 4, postpone bid opening and authorize re-advertise and open bids on 3/9/1978<br><br>*Whereas, Mr. Merle Simpson, architect for the alterations to the Courthouse, gave a brief report on the progress of the repairs which have taken place. He stated that we had already advertised for Package #3, also wanted permission to advertise for Package #4 and open bids on March 9, 1978. It was moved by Commissioner Curtis, seconded by Commissioner Cavazos, that postpone bid opening on Package #4 and permission be granted to re-advertise and open bids on March 9, 1978.*<br><br>*Mr. Simpson stated that schedules for Bid package 5 & 6 would be available on March 6, 1978. He also asked that permission be granted to employ a Civil Engineer to assist in providing temporary access to the construction site. It was moved by Commissioner Curtis, seconded by Commissioner Martinez,* | V48 P211 |

*that Mr. Simpson be authorized to employ a civil engineer for a maximum of $4,000.00 ad the motion upon being put to a vote carried.*

*Mr. Simpson informed the Court that the obtaining of building permits for Package 1, 2 and 3 was OK but that there might be a problem on #4 because of the parking problem, but Mr. Simpson stated that a study of parking would be made. The Court informed Mr. Simpson that they had the two blocks across the street for parking and that area could be cleared of benches if the City wished.*

*Mr. Simpson asked if the county could use their own personnel to the build the construction enclosures because if they contracted with contractor it would cost a lot more. County Judge Guerra informed the Court that the County had some chain link fence which could be used and that county personnel could be used to build the construction enclosures.*

*Mr. Simpson asked for authorization for permission to install a water softener system. He pointed out that the fixing up of the present system would be over $5,000 and that the installation of a new system would cost about $8000. That this could be included in Bid Package #3 by Addendum. It was moved by Commissioner Curtis seconded by Commissioner Cavazos that the installation of a new water softener system be included in Bid Package #3 by addendum, and the motion upon being put to a vote carried.*

*At the point, Mr. Ciro Trevino, Tax Assessor Collector, asked when his office would be included in the bids. Mr. Simpson pointed that his office would be taken care of in Bid Package #6.*

*Mr. Simpson asked for permission to replace the incinerator by competitive bidding. County Judge Guerra stated that he had some brochures on his desk regarding a baler and shredder. Discussion was held in which problems existing with incinerator were brought up.*

*Mr. Simpson stated that he had talked with a representative from Consumat, agency which had a contract with the federal government for this type of equipment. The Court asked that more information be presented before making a final decision.*

*Mr. Simpson asked that the Court appoint a representative that would handle the orderly transfer of departments. The court felt that the Count Judge's office should be the one to take care of this. It was the opinion of the Court that the transfer of department be handled through the County Judges' Office. Mr. Simpson stated that he would be working up a tentative*

| | | | |
|---|---|---|---|
| | | *schedule for this.* | |
| 2/13/1978 | Alterations | Mr. Simpson authorized to employ a civil engineer for a maximum of $4,000 to assist in temporary access to construction site | V48 P211 |
| 2/13/1978 | Alterations | Water softener system to be included in Bid Package #3 by addendum | V48 P211-12 |
| 2/13/1978 | Alterations | County Judge's office to be the one to take care of the orderly transfer of departments | V48 P212 |
| 2/27/1978 | Alterations | Valley Weathermakers, alterations and additions to courthouse, change order #77-101-C4(2) in the amount of $226.00 for HVAC<br><br>This was for the addition of a thermostat | V48 P248-50 |
| 3/2/1978 | Alterations | Bid Package #3, bids all opened but to be awarded on 3/6/1978<br><br>Bid tabulation given in the minutes. Bids from 2 GCs, 2 electrical, 3 mechanical and 1 elevator subcontractor. | V48 P278 |
| 3/3/1978 | Farmers Protest | *Farmers, Police Standoff Continues at Jail*<br>More on the farmers protest over the importation of Mexican beef and vegetables. AG John Hill met with Hidalgo County DA Oscar McInnis. | Edinburg Daily Review (EDR), p1 c5 |
| 3/5/1978 | Farmers Protest | *Farmers Rally at Hidalgo Bridge*<br>About 2,000 farmers held a peaceful protest on the Hidalgo-Reynosa bridge, related to a mass arrest made on the bridge a few days earlier, protesting the importation of beef and vegetables from Mexico. A few days earlier, 220 farmers had been arrested on the bridge and were held in county jail. The prisoners were released two days later, after AG John Hill persuaded local law enforcement to reduce charges from a Class B to a Class C misdemeanor. At one point shortly before the prisoners were released, a tractor pulled up to the courthouse door and demonstrators chanted "we want them out." | EDR, p1 c5 |
| 3/6/1978 | Alterations | Wilson Construction, accept bid in amount of $196,000, Alternate #1 in the amount of $6,880 and Alternate #3 in the amount of $15,500 | V48 P325 |
| 3/6/1978 | Alterations | Elevators, informality was waived and Mr. Simpson to review bids | V48 P325-26 |
| 3/6/1978 | Alterations | Coastal Engineering, accept bid of $99,948.00 for HVAC | V48 P326 |
| 3/6/1978 | Alterations | Heggen Electric, accept bid of $33,067 | V48 P326 |
| 3/6/1978 | Alterations | Mr. Simpson asked that time clause be waived from all contracts<br><br>Liquidated damages clauses were waived from all contracts. | V48 P326 |
| 3/6/1978 | Alterations | Mr. Simpson gave report on fencing, etc<br><br>Minutes state that the back entrance would be blocked for 90 days and that two temporary entrances would be constructed. | V48 P327 |

| | | | |
|---|---|---|---|
| 3/7/1978 | JP budget | ***County JPs Ask for Bigger Budget***<br>The bids for Package 3 were reported on, as per the Court action of 3/6/1978. Discussion of access provisions to the existing building. | EDR p1 c6 |
| 3/12/1978 | Embezzlemt | ***Money Apparently Missing from County***<br>Money missing from district clerk's office. Investigation ongoing by district clerk, county auditor and district judge, and a secret audit ongoing as well. | EDR p1 c5 |
| 3/13/1978 | Alterations | Robert L. Harrison, change order #77-101-C3(1) in the amount of $104.00 for painting work<br><br>To remove green film coating from windows in the Old Sheriff's Office and refinish an existing door and frame to the old Sheriff's Office. | V48 P338-340 |
| 3/13/1978 | Alterations | Trinity Testing Laboratories, authorize payment of $2,600 for testing courthouse grounds NE of main building<br><br>Geotechnical samples and analysis | V48 P340 |
| 3/13/1978 | Alterations | Merle Simpson, all bids on elevators to be rejected and authorized to include in Package #4<br><br>This work was to renovate two existing elevators | V48 P340 |
| 3/13/1978 | Alterations | D. Wilson Construction, accept bid of 3,000 yards for total of $21,440.00<br><br>This was for carpeting, to be purchased at a good price and stored prior to installation. | V48 P341 |
| 3/13/1978 | Alterations | D. Wilson Construction, change order in amount of $1,200 for chain link fence, etc. Approved subject to county not having wire, and if county did, have Simpson to negotiate. | V48 P341 |
| 3/13/1978 | Alterations | Report later in the week regarding temporary site access and traffic control | V48 P341 |
| 3/20/1978 | Alterations | Merle Simpson, given approval to issue work order to White Marble Co, in the amount of $475<br><br>This was to have a setter and helper come to Edinburg and remove part of the marble on the second floor and store it. | V48 P364 |
| 3/20/1978 | Addition | Bid Package #4, readvertise and open bids on 4/13/1978 at 2:00 pm<br><br>Three contractors requested more time to bid. | V48 P386 |
| 4/3/1978 | Alterations | Heggen Electric Co, change order #2 in amount of $975.00 for electrical work<br><br>This was for telephone and electrical outlets added in the District Clerk's office. | V48 P436-37 |
| 4/3/1978 | Alterations | Courthouse, survey to see if a system can be done in order to take care of offices | V48 P438 |

| | | | |
|---|---|---|---|
| | | This was related to the telephone systems in the building. | |
| 4/13/1978 | Addition | D. Wilson Construction, general construction, accept bid on amount of $785,000<br><br>Bids from 3 GCs, 2 HVAC, 2 elevator, 2 electrical and 2 plumbing subcontractors, as well as several combined bids. Court discussed information from Architect regarding the low GCs preference to not work with the low electrical, hence the request to further study the electrical bids. | V48 P484-85 |
| 4/13/1978 | Addition | Dover Elevator, elevator work, accept bid on amount of $112,161 | V48 P485 |
| 4/13/1978 | Addition | Coastal Engineering, combination, accept bid on amount of $273,000 | V48 P485 |
| 4/13/1978 | Addition | Electrical work, bids be studied more carefully and recommendation made on Monday | V48 P485 |
| 4/17/1978 | Addition | Bid Package #4, architect needed more time to discus electrical bid. Matter tabled until next week. | V48 P521 |
| 4/24/1978 | Addition | Amos Electric, accept bid of $156,789, subject to Simpson and Hiester meeting and making him understand his obligation regarding contract<br><br>Also, GC withdrew his objection to working with this electrical | V48 P527 |
| 5/22/1978 | Alterations | Amos Electric Co., change order #77-101-C12(1) in the amount of $300.00 for electrical work<br><br>This was for 20 telephone stub outs in the ceiling of the 2nd floor. | V48 P645 |
| 5/22/1978 | Alterations | Wilson Construction Co., change order #77-101-C6 (4) in the amount of $3,873.00 to be deducted from contingency for general construction<br><br>This was for a sump pump system for a new ceramic cooling tower installation | V48 P646-47 |
| 5/30/1978 | Alterations | Wilson Construction, change order #77-101-C6(5) in the amount of ($450.00) for hardware allowance | V48 P669 |
| 5/30/1978 | Alterations | Heggen Electric, change order #77-101-C3(1) in the amount of $1,535.00 | V48 P669 |
| 5/30/1978 | Alterations | Wilson Construction, change order #77-101-C3(1) in the amount of $30,336.50 for marble work | V48 P669 |
| 6/19/1978 | Alterations | Heggen Electric, change order for installation of 4 outlets<br><br>This was for 4 added electrical outlets in the District Clerk's office | V48 P713-14 |
| 6/19/1978 | Alterations | Discussion on old incinerator and replacement<br><br>*…Mr. Simpson stated that this incinerator was environmentally unsound and that in order to fix it to where it would operate right it would cost in the neighborhood of about $4,000. Mr. Simpson stated that it would be more economical* | V48 P714 |

| | | | |
|---|---|---|---|
| | | *if the county would install a new one and leave the old one. ..* | |
| 6/19/1978 | Alterations | Painting of 5th floor, advertise and open bids on 7/3/1978<br><br>This was for painting and renovation of the east part of the 5th floor. Adult Probation Offices on 5th floor to be vacated (Adult Probation to move to 2nd floor) and District Attorneys to move into the space. Also discussed adding work to renovate the north wing of the 2nd floor. | V48 P714-15 |
| 6/19/1978 | Alterations | Incinerator and renovation of the 2nd floor North wing, and bid be opened on 7/10/1978 at 9:30am | V48 P715 |
| 6/26/1978 | Alterations | Reset bids on incinerator for 7/17/1978 | V48 P735-36 |
| 7/3/1978 | Alterations | Painting of 5th floor, no quorum, tabled<br><br>Bids received by Judge, to be awarded later in the week when a quorum could be convened. | V48 P746-47 |
| 7/6/1978 | Alterations | Painting of 5th floor, accept bid of Hugh V. Lafferty Decorating Co, in the amount of $3,380.00 | V48 P752-53 |
| 7/10/1978 | Alterations | Coastal Engineer Inc, change order #77-101-C7(1) in the amount of $4,500.00 got mechanical to alter and additions of courthouse<br><br>This was for repair and replace soil lines under existing basement slabs, new drains, sump pumps. | V48 P763-64 |
| 7/17/1978 | Alterations | Open bids on incinerator and 2nd floor renovation. Court did not waive bid bond, accept following:<br>D. Wilson Construction, $46,908.00. Coastal Engineering, Inc., $16,144.00. Contex Systems, Inc., $9,652.00. | V48 P828-30 |
| 7/17/1978 | Alterations and Addition | Report by Merle Simpson on construction, telephone system<br><br>*Mr. Merle Simpson presented his report to the Commissioners Court regarding the Alterations and Addition to the Hidalgo County Courthouse.*<br><br>*He reviewed all bid packaging, and reported that the cooling tower would be completed by August 18, 1978, and that they would try and get all machinery working but in order to do so they would have to have the Courthouse closed for maybe 4 hours since there would be no water or light available. Court felt that if Courthouse needed to be closed that they should have an advance notice. Mr. Simpson informed the Court that if they need to close the Courthouse for four hours on August 18, 1978, existed they would know by August 11, 1978.*<br><br>*Mr. Simpson gave a recap of package No. 3, recap of package no. 4 and on package No 5(A) went into detail regarding the Southwestern Bell Telephone Company proposal for DIM System. He informed the Court that the Telephone Company had made a study and was making a proposal which they stated would save the county abut $19,000 a year. He pointed out* | V48 P835-37 |

| | | | |
|---|---|---|---|
| | | *that this would be a computerized system and was to be spread over a five (5) year period. He stated that he would recommend that a committee be appointed to look into this and so that the telephone company can show them what the DIM System can do. He indicated that Ms. Laura Etnire and Mary Mercer needed to be on this committee. He also informed the court that his office operated on this system and it had cut down on problems.*<br><br>*Mr. Simpson also gave the Court a run down on the Energy Management proposal. He pointed out that this system operates itself and has a lot of savings. He went into detail regarding the fact that the courthouse was left unattended and possibilities of over-coming this.*<br><br>*Mr. Simpson also reported on future work to be done on the 1st floor and a site development study. Discussion was held on the problem regarding parking and he stated that the City, County and the Chamber of Commerce should get together regarding this problem. He showed a chart in which areas were designated in order to control traffic, and said discussion took the possible elimination of curve in US Highway 281, possible parking structure, assignment of employee parking at far east side of east parking lot by entry or attendant entry, etc.* | |
| 7/24/1978 | Alterations | D. Wilson Construction, change order #77-101-06(6) in the amount of $868.71. Coastal Engineering, change order in the amount of $3,731.00 | V48 P843-44 |
| 8/7/1978 | Addition | Coastal Engineering, change order #77-101-C11(2) in the amount of $1,990.00 for HVAC and plumbing<br><br>This was for putting a 2" copper water line in the same ditch as the rerouted storm sewer line next to the existing building. | V48 P899-900 |
| 8/7/1978 | Alterations | Heggen Electric, accept bid of $5,875 for electrical bid package 5.1 | V48 903 |
| 8/14/1978 | Alterations | Coastal Engineering, change order reducing by ($2,662.00) bid for south end of the 2nd floor (Bid Package 5.1)<br><br>This was for simplifying work at the south end of the 2nd floor. | V48 P928 |
| 9/18/1978 | Addition | Coastal Engineering, change order in the amount of $6,113.00 | V49 P65-66 |
| 9/18/1978 | Addition | Wilson Construction, change order in the amount of $1,069.00 to cover cost of engraving name on stone | V49 P67-68 |
| 10/9/1978 | Addition | Wilson Construction Co., change order #77-101-C9(3) in the amount of $587.30 for bronze plaque | V49 P143-44 |
| 10/16/1978 | Alterations | Wilson Construction, change order #77-101-C6 (7) in amount of $6,266.00<br><br>This was to remove old HVAC equipment from the 5th floor roof, and furnish a new counter/wall on the 2nd floor | V49 P180-81 |

| | | | |
|---|---|---|---|
| 10/16/1978 | Alterations | Wilson Construction, change order #77-101-C6(8) in amount of $379.00 to be decreased from contingency<br><br>This was to repair a loose Kasota stone coping over the auditorium entrance | V49 P181 |
| 10/16/1978 | Alterations | Coastal Engineering, change order #77-101-C7(3) in the amount of $1,579.00<br><br>This was to replace the HVAC expansion tank on the 5th floor roof | V49 P181 |
| 10/16/1978 | Addition | Coastal Engineering, change order #77-101-C11(2) in the amount of $5,198.00 to be deducted from contingency fund<br><br>This was to install a 4" PVC foundation drain line on the north and east walls of the new basement. | V49 P182 |
| 10/16/1978 | Addition | Discussion held regarding back filling of new basement | V49 P182 |
| 10/16/1978 | Alterations | Heggen Electric, change order #77-101-C8(4) in the amount of $1,030.29. From now on talk to Judge so court can know about changes before made.<br><br>This was for a catch all for a lot of items related to light fixtures and telephone receptacles. | V49 P182 |
| 11/27/1978 | Alterations | Courthouse, change order #77-101-C7(5), Coastal Engineering, $830.00. Change order #77-101-C7(4), Coastal Engineering, $489.63. change order #77-101-C11(4), Coastal Engineering, ($1,671.00) from contingency. Change order #77-101-C12(2), Amos Electric, ($1,330.00) from contingency. Change order #C6(9), Wilson Construction ($537.00) from contingency. Change order #C13(1), Wilson Construction, ($707.00) from contingency.<br><br>This was for water service for restrooms on 3rd floor east wing; various gauges, eggcrates, overtime and valves on HVAC; systems monitoring control unit; metal stud drywall partition, door and frame on 2nd floor east and south. | V49 P325-26 |
| 12/28/1978 | Alterations | Heggen Electric, change order #C15(1) for total $440 less $279.76 from contingency for a total of $160.24 | V49 P408 |
| 1/15/1979 | Alterations | Request by Simpson, re: study and figures on controls for courthouse be authorized | V49 P460 |
| 1/15/1979 | Alterations | Merle Simpson look into cost of caulking windows in courthouse and findings presented to Court<br><br>Whereas there came on for consideration a request for prices for caulking on windows. It was pointed out that there existed some leakage which stained the paint and carpet. The Court was informed that major leakage was in the 3rd floor, but that some existing in the 4th, 5th and 2nd. Brief discussion followed in which it was stated that windows | V49 P460-61 |

| | | | |
|---|---|---|---|
| | | should be kept locked so that they are unable to be opened.<br><br>It was moved by Commissioner Curtis, seconded by Commissioner Chazos, that Mr. Simpson look into the cost of recaulking the windows of the Courthouse and that findings be presented to the Court for consideration. | |
| 2/5/1979 | Alterations | Courthouse, advertise for A/C system controls and open on 2/26/1979 | V49 P535 |
| 3/5/1979 | Alterations | Johnson Controls, accept low bid in the amount of $8,658 for an auto temp control system provided it meets specs | V49 P637 |
| 3/5/1979 | Expansion | Discussion regarding addition to the on-going construction<br><br>*County Judge R. M. Guerra stated he had an item which he wanted to discuss with the Court. He stated that he had talked to Mr. Simpson but was not sure where to get the money but that if we could add two floors to the existing extension it would cost about $950,000 or if we put 1 floor over the existing extension and come over the second floor it would cost about $750,000. He pointed out that if this was not done now in the future if we wanted to go up higher we would have to replace elevator equipment whereas if it was done now elevator could be changed now. He stated that there was no question that more space would be needed and that if it could be financed the county would save from $125,000 to about $150,000. He informed the Court that it would be good business to issue Certificates of Indebtedness but how could we pay for them. He pointed out that we would be getting an additional District Court and County Court at Law and if this happen then we would be back to where we are now. Brief discussion followed in which it was discussed how this could be done in relation to financing. It was pointed out that bids could not be extended the 25% and that the best thing was for the County to advertise. County Judge Guerra stated that because the cut in Revenue Sharing Funds the county would have to supplement budget by $1M in order to stay at the present level of operation. It was stated if a bond issue was put before the voters it would take too long but that certificates of indebtedness could be issued without having a bond election but how long could they be issued for. County Judge Guerra pointed out that it any problems arose from the receiving of bids, bids could be rejected because the county reserved that right.* | V49 P643 |
| 3/6/1979 | CH Expansion | ***More Courthouse Expansion Studied***<br>Judge Guerra asked Commissioners to consider adding two more floors to the CH project. Would not be presented with plans unless the financing is feasible. When the current project was begun, there was a hope to do more, but the cost was limited by available funds. Population increasing, and at least one more district court and possibly one more county court at law will be needed soon. | EDR p1 c 5 |
| 3/8/1979 | Tax collection | ***Tax Collections Proceed Smoothly***<br>Computerization of county tax rolls completed. Transition | EDR p1 c 7 |

| | | | |
|---|---|---|---|
| | | from manual accounting to computers completed, a process begun several years ago. | |
| 3/12/1979 | Expansion | County Judge Guerra, authorized to proceed with negotiations but with understanding that it is not final commitment (re: cert of indebtedness for construction of 3rd floor)<br><br>Long passage in the minutes explaining this discussion about certificates, bonds and financing the proposed expansion of the ongoing project. | V49 P657-58 |
| 3/13/1979 | CH Expansion | ***Courthouse Expansion Would Not Raise Taxes***<br>Issue to be further studied for one more week, but preliminary analysis is that proposed increase of ongoing courthouse addition project could be paid for without raising taxes. Options under consideration include the use of certificates of obligation and increased tax revenues due to increased county evaluations. Two schemes discussed, to add two levels to the wing currently under construction or to add one floor to that wing and a floor to the north wing. | EDR p1 c1 |
| 3/19/1979 | Addition | Amos Electric Co, change order #77-101-C12(3) in the amount of $50,000.00 for energy management system awarded to Johnson Service Co. | V49 P672-73 |
| 3/19/1979 | Alterations | Wilson Construction, change order #77-101-C13(2) in the amount of $1,029 to be deducted out of contingency for miscellaneous<br><br>Painting, repair, installation and refinishing of miscellaneous items | V49 P673-75 |
| 3/19/1979 | Expansion | Go ahead to proceed with additional construction to courthouse. Either add 2 floors or add 1 and across to North wing<br><br>Long passage in the minutes about this decision. | V49 P678-79 |
| 3/19/1979 | Cert of Ob | Certificate of obligation, $1.2 million to finance additional construction | V49 P679-80 |
| 3/20/1979 | Courthouse addition | ***Go-Ahead Given on Courthouse Plans***<br>The article described the CC authorization of $1.2 million in certificates of obligation. Several options for increasing the size of the addition now underway were discussed – add one floor to the wing under construction and one floor to the north wing, or add tow floor to the wing under construction. Additional space would be used to house one or two additional district courts, another county court and other county offices. | EDR p1 c1 |
| 3/21/1979 | US 281 | ***US 281 Officially Opened Today***<br>Ribbon cutting for new loop of US 281 to the east of Edinburg. “I don’t have to tell you people how frustrating it is to have highway traffic using your main street.” The project began with studies in 1964, and had been under construction for the last five years. This and other related | EDR p1 c 5 |

| | | | |
|---|---|---|---|
| | | projects intended to put county traffic on 4-lane divided highways from the Brooks County line to US 83. | |
| 3/26/1979 | Parking | Discussion regarding parking for courthouse<br><br>Long passage about parking issue | V49 P705-06 |
| 3/29/1979 | Parking | ***Judges Attest to County's Court Needs***<br>The article documents the CC discussion held on 3/26/1979, including upcoming improvements to the parking area on Plaza Hidalgo planned by the City and a study of parking in the area planned by the State. | EDR, p1 c 3 |
| 4/16/1979 | Addition | Wilson Construction, change order #7, in the amount of $73,500.00 plus 5% contingency to add partial 3d floor structures | V49 P821 |
| 4/16/1979 | Addition | Wilson Construction, change order #8 in estimated amount of $27,043.00 to modify 2nd floor existing and addition | V49 P822 |
| 4/16/1979 | Addition | Dover, change order #1 in the amount of $17,100 for extension of new elevators | V49 P822 |
| 4/30/1979 | Addition | Amos Electric, change order #77-101-C12(4) in the amount of $312.00 to be deducted from contingency | V49 P866-67 |
| 4/30/1979 | Addition | Wilson Construction, change order #77-101-C6(10) in the amount of $330.00 to be deducted from contingency<br><br>This was for the installation of a 10' column in the basement. | V49 P867-68 |
| 4/30/1979 | Alterations | Wilson Construction, change order #77-101-C6(11) in the amount of $1,400.00, par from contingency and add $504.77 to contract<br><br>This was for additional painting and a new fresh air intake hood over the toilet room vent chase. | V49 P868-69 |
| 4/30/1979 | Addition | Wilson Construction, change order #77-101-C9(4) in the amount of $381.00 to be deducted from contingency<br><br>This was for cutting stone to work around a relief angle support. | V49 P869-70 |
| 6/4/1979 | Addition | Request by Mr. Simpson to order (3) 4' sections of refractory lined stack @ $330/ plus freight of $375, approved<br><br>This was related to the decision to add floors to the project, which required that the incinerator flue be extended. | V49 P993-4 |
| 6/4/1979 | Addition | Merle Simpson, 1)authorize extension of contract to include services of 3rd floor addition to North wing and new addition to courthouse. 2)approve assignment to any bank of his choice benefits paid to him by Hidalgo County for services rendered<br><br>This was for the addition of a 14,000 SF third floor addition to the north wing, to be paid through certificates. | V49 P994 |
| 10/22/1979 | Addition | Coastal Engineering, CO #C11(6) in the amount of | V50 P572- |

| | | | |
|---|---|---|---|
| | | $7,429.00 for mechanical work | 73 |
| 10/24/1979 | Addition | Bid Package #6: Electrical, plumbing, HVAC and combined bids received and opened, Bids taken under advisement | V50 P626-27 |
| 11/5/1979 | Pumps | County advertise for two sump pumps and condensate pumps and open 12/3/1979 | V50 P671-72 |
| 11/5/1979 | Addition | Signing of contracts for Bid Package #6. Bids to be awarded on 11/12/1979 due to fact that it would have to be done in injunction with Certificate of Obligation | V50 P672 |
| 11/12/1979 | Addition | Coastal Engineering ($29,800), Valley Weathermaker ($120,283.80) and Amos Electric ($63,299) low bids on Bid Package #6 be accepted and Judge authorized to sign contracts | V50 P718 |
| 11/12/1979 | Cert of Ob | Certification of Order accepting bid and authorizing the issuance of Certificates of Obligation and Judge authorized to sign | V50 P718-727 |
| 12/3/1979 | Cert of Ob | Discussion as to Certificates of Obligation and that at every regular meeting this should be listed on agenda | V50 P793 |
| 12/10/1979 | Addition | D. Wilson Construction, payment for Bid Package #6 in the amount of $12,283.00 | V50 P822 |
| 12/10/1979 | Fees | Merle A. Simpson, payment for architectural services for Bid Package #6 in the amount of $55,652.67 | V50 P822-831 |
| 6/11/1979 | Addition | Wilson Construction, CO #C9(5) in the amount of $3,278 from contingency | V50 P7-9 |
| 6/18/1979 | Addition | Dover Elevator, CO #77-101-C10(1) in the amount of $17,100 | V50 P24-25 |
| 6/18/1979 | Addition | Wilson Construction, CO #77-101-C9(6) in amount of $1,843.00 to be deducted from contingency fund | V50 P25-26 |
| 6/18/1979 | Addition | Wilson Construction, CO #77-101-C6(12) in the amount of $1,515.65 to be deducted from contract | V50 P27-28 |
| 6/18/1979 | Roof repairs | Brief discussion regarding the roof over the County Clerk's office. Judge stated discussed with Mr. Simpson and Mr. Hiester ruled that it could be done as Mr. Simpson proposed.<br><br>This may have been a suggestion to have County staff perform the roof repairs | V50 P28 |
| 6/18/1979 | Auditorium | Texas Scenic Co, on recommendation of architect and consultant and due to need of replacing the curtains of auditorium that county enter into contract for purchase of curtain and installation as per their price quotation of $2,880.00 | V50 P28 |
| 9/10/1979 | Addition | Wilson Construction $1,013,000. HVAC Coastal Engineering $247,500. Electrical Heggen Electric, $89,000 and Amos, $89,980. Turned over to architect and awarded on Monday. | V50 P338 |
| 9/24/1979 | Alterations | Coastal Engineering, CO #77-101-C11(5) in the amount of $889 to be deducted from contingency | V50 P422 |
| 9/24/1979 | Alterations | Amos Electric, CO #77-101-C12(5) in the amount of $434 to be deducted from contingency | V50 P422 |

| | | | |
|---|---|---|---|
| 10/1/1979 | Addition | Coastal Engineering bid in amount of $247,500 rejected and authorized to rebid | V50 P456 |
| 10/1/1979 | Addition | Amos Electric ($89,980) and Heggen Electric ($89,000) be rejected and authorized to be rebid | V50 P456 |
| 10/1/1979 | Addition | Merle Simpson authorized to continue negotiations with Wilson Construction and make report on 10/8/1979 | V50 P456 |
| 10/1/1979 | Addition | County to readvertise for plumbing, A/C, electrical and issue Notice of Intention for additional $250,000 in Certificates of Obligation and open bids on 10/24/1979 | V50 P456 |
| 10/8/1979 | Addition | Ratification of negotiation, bid rejection and Certificate issues, noted above | V50 P465 |
| 10/8/1979 | Addition | Bid of Wilson Construction in the amount of $693,289.00 be accepted with three stipulations<br><br>Contract effective immediately, and work to begin as soon as materials and equipment are available. Sufficient work force be maintained to carry out the work in the shortest possible time frame. Any savings from further modifications accrue to the Owner. | V50 P470 |
| 10/8/1979 | Addition | $25,000 be set aside as contingency fund for Bid Package #6 | V50 P470 |
| 10/15/1979 | Alterations | Consideration of change orders on alterations and additions tabled until next week | V50 P537 |
| 10/22/1979 | Alterations | Wilson Construction, co #77-101-C9(8) in amount of $3,754.00 to be deducted from contingency | V50 P569-70 |
| 10/22/1979 | Addition | Wilson Construction, CO #77-101-C9(9) in amount of $19,910.00 to be deducted from contingency | V50 P571-72 |
| 10/22/1979 | Cert of Ob | County Judge Guerra pointed out that Cert of Indebtedness referred to work on 3rd floor as 4-A, and should be 6. Attorney corrected. | V50 P572 |
| 1980 | Census | Population of 283,229. | *Handbook of Texas* |
| 1/14/1980 | Pumps | Coastal Engineering, bid in the amount of $11,877 for replacement of sump pumps and condensate pumps be approved and Judge authorized to sign | V51 P13 |
| 1/14/1980 | Addition | Amos Electric, CO #C21(1) in the amount of $22,500 tabled | V51 P13 |
| 1/14/1980 | Addition | Approval of payments to contractors: Wilson, $80,000; Coastal, $4,000; Merle Simpson, $10,000; subject to verification by County Judge's office | V51 P14-24 |
| 1/21/1980 | Alterations | Coastal Engineering, CO #19(1) in the amount of $550 to reloocate existing transits fire line on West side of building | V51 P55 |
| 1/28/1980 | Addition | Valley Weathermaker, CO #c20(1) in the amount of ($11,696.00) | V51 P92-3 |
| 1/28/1980 | Addition | Amos Electric, CO #C21(1) in the amount of ($22,500.00) | V51 P94 |
| 2/11/1980 | Addition | Approval of payments to contractors: Wilson, $40,000; Coastal, $9,000; Valley Weathermakers, $15,000; Amos, $8,000 | V51 P212 |
| 3/17/1980 | Alterations | Courthouse change orders (2) for the alteration and | V51 P397 |

| | | | |
|---|---|---|---|
| | and Addition | additions to the courthouse | |
| 3/31/1980 | Alterations | Courthouse CO #C12(7) to Amos Electric in amount of $217.00 for alteration of courthouse | V51 P629 |
| 4/7/1980 | Addotopm | Courthouse CO#6 in amount of $5,745.00 to Amos Electric approved | V51 P675 |
| 4/14/1980 | Parking | Courthouse Parking Lot – Discussion of parking lot by Judge Guerra, stating that parking area needed to be reserved for people on jury and for people doing business at Courthouse. Resolution regarding vehicles with political signs parking in parking lot. | V51 P709-713 |
| 4/21/1980 | Lights | Advertise for bids on 178 lighting fixtures for Bid Package #6 | V51 P764 |
| 4/21/1980 | Addition | CO #C9(10) to Wilson Construction in amount of $2,580.49 to be deducted out of the contingency for concrete testing, inspection and lab control | V51 P764 |
| 4/28/1980 | Parking | Resolution for the east parking lot | V51 P813-815 |
| 5/2/1980 | Lights | Bids opened for lighting fixtures. Amos Electric accepted, subject to meeting specifications | V51 P898 |
| 5/20/1980 | Furniture | Permission to advertise for furnishings needed to move into Courthouse addition, opened 6/17/1980 | V51 P924-25 |
| 6/17/1980 | Furniture | Opening of bids to furnish Courthouse Addition | V52 P7-8 |
| 7/8/1980 | Addition | CO #13 to Wilson Construction, $1,020. CO #11 to Wilson Construction, $1,778<br><br>PVC sleeves for telephone line routing, oak door and frame ILO specified aluminum. | V52 P148 |
| 7/8/1980 | Addition | CO #8 to Coastal Engineering $9,250 | V52 P152 |
| 8/11/1980 | Furniture | CO #1 to Wilson construction in amount of $49,447.60<br><br>For fixed and movable furniture. | V52 P391-92 |
| 9/8/1980 | Alterations | CO #C19(2) in the amount of $408.00 to be deducted from the contingency fund to Coastal Engineering | V52 P499 |
| 9/8/1980 | Alterations | CO #C10(2) in the amount of $390.00 to e deducted from the contingency fund to Dover Elevator | V52 P501 |
| 11/18/1980 | Alterations | Permission to advertise for emergency generator for courthouse | V53 P95 |
| 12/8/1980 | Alterations | CO #C9(12) Amount $3,200 for modification of old jail cell doors to new holding cells, Wilson Construction | V53 P292 |
| 12/8/1980 | Addition | Dover Elevator, CO #C10(2), Amount $1,514.00 to furnish and install furniture pads in one of the Oildraulic elevators | V53 P293 |
| 12/16/1980 | Alterations | Amos Electric CO #C12(9) amount of $184.00 for electrical work | V53 P332 |
| 12/16/1980 | Furniture | Open bids on furniture, tabled | V53 P337-38 |
| 12/16/1980 | Alterations | Open bids to provide with electrical wiring for emergency generator | V53 P342-43 |
| 12/16/1980 | Alterations | Bid on emergency generator accepted from B.D. Holt in amount of $18,580.00 | V53 P345 |

| | | | |
|---|---|---|---|
| 12/23/1980 | Addition | Wilson Construction, CO #C9(14) amount of $5,653.18 of a net credit | V53 P385 |
| 12/23/1980 | Furniture | Award bids on furniture from Jones Office Supply in the amount of $38,572.91 | V53 P388 |
| 2/3/1981 | Addition | Change Orders to Wilson Construction and Amos Electric Co., $5,634.00 | V53 P736-43 |
| 2/3/1981 | Parking | Authorization to employ an engineer to develop plans for improvement of county parking lots | V53 P770 |
| 2/9/1981 | Addition | CO to Wilson Construction | V53 P834-36 |
| 2/9/1981 | Addition | Payment to Wilson Construction of $49,000.00 | V53 P836 |
| 2/24/1981 | Addition | CO to Dover Elevator | V53 P914 |
| 2/24/1981 | Addition | Advertise for roofing, to open 3/17/1981 | V53 P919 |
| 3/17/1981 | Alterations | Co to Wilson Construction, $7,930.38, for additional work to County Court of Law Courts | V54 P118 |
| 3/17/1981 | Addition | Open bids on roofing. Steve Roofing Co., $15,000 provided it meets specifications | V54 P118 |
| 3/17/1981 | Addition | CO to Amos Electric, $6,100.00 for additional work | V54 P145 |
| 3/17/1981 | Parking | Discussion held about the improvement of the east and west parking lots of the courthouse | V54 P198-214 |
| 4/7/1981 | Addition | CO #C9(15) to Wilson Construction, $8,463.00 | V54 P330-331 |
| 4/13/1981 | Parking | Resolution to enforce parking lot in courthouse. To be reviewed. | V54 P393-402 |
| 4/21/1981 | Parking | Consideration and final determination of east courthouse parking lot plans | V54 P464-473 |
| 4/21/1981 | Parking | Review of parking lot ordinance and the possibility of hiring a deputy to be in charge | V54 P480-489 |
| 6/8/1981 | Alterations | Change order for alterations and additions, courthouse elevators, Bob Simpson | |
| 11/9/1981 | Alterations | Change Order, Wilson Construction, C9, credit contact for $138.43 | V56 P751 |
| 11/9/1981 | Alterations | Change Order C25 Thompson's Electric Service for electrical work done on an emergency generator auxiliary unit (Is this for the courthouse??) | V56 P751-52 |
| 12/17/1984 | Roof repairs | Request to advertise for bids to repair roof on east side of courthouse | V72 P8-10 |
| 12/30/1986 | Parking | Authorization to carry forward and reappropriate 1986 unexpended funds designated for parking lot. | V84 P883, 928-929 |
| 3/17/1987 | Parking | Internal line item budget adjustments: parking lot | V87 P169, 212-220 |
| 4/13/1987 | Parking | Create security guard position, parking lot | V88 P283 |
| 5/11/1987 | Parking | Discussion and approval of parking lot ordinance | V89 P81 |
| 6/2/1987 | Parking | Internal line item adjustments, parking lot (revenue sharing) | V89 P554, 658-664 |
| 12/29/1987 | Parking | Authorization to carry forward 1987 unexpended funds in accounts: parking lot | V95 P16 |
| 1990 | Census | Population of 383,545. | *Handbook of Texas* |

*Prepared as a Component of the*

HIDALGO COUNTY COURTHOUSE MASTER PLAN

*by*

ero architects™

*in conjunction with*

LIMBACHER & GODFREY *Architects*

*Historical Consultant*

*November 2012*

**AI-37430** **7. C.**

**CC REGULAR**

**Meeting Date:** 03/20/2013

Submitted By: Nora Linda Cruz, TX. AGRILIFE EXT. SERVICES

Department: TX. AGRILIFE EXT. SERVICES

## Information

CAPTION

Texas A&M AgriLife Extension Service:
Requesting authorization for Barbara Storz to travel to Washington D.C. on April 22-26, 2013 for the Review for the Community Foods Review Group of National Institute of Food and Agriculture (NIFA), Institute of Food Safety and Nutrition (IFSN).

BACKGROUND

## Fiscal Impact

FISCAL YEAR: n/a ACCT. #: n/a

FUNDS AVAILABLE Y/N?: n/a MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No fiscal impact -this trip will be paid by United Stated Department of Agrigulture and National Institute of Food Agriculture

## Attachments

Travel Packet

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 03/04/2013 01:53 PM |
| Auditor's Office | Monica Badillo | 03/15/2013 04:22 PM |

Form Started By: Nora Linda Cruz Started On: 03/04/2013 12:42 PM

Final Approval Date: 03/15/2013

# HIDALGO COUNTY, TEXAS
## APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 02/26/13
TOTAL NUMBER OF EMPLOYEES TRAVELING: 1

DEPARTMENT NAME: Hidalgo County Extension Service
NAME & TITLE OF EMPLOYEE(S) TRAVELING: Barbara Storz, CEA-Horticulture

## EVENT INFORMATION

TITLE OF EVENT: Review for the Community Foods Review Group of National Institute of Food and Agricultural, Institute of Food Safety and Nutrition

EVENT DATE(S) FROM: 04/23/13 TO: 04/25/13

DEPARTURE DATE: 04/22/13 RETURN DATE: 04/26/13

LOCATION OF EVENT: CITY: Washington D.C. STATE: Pennsylvania

## PURPOSE OF TRAVEL

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

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

| SUMMARY OF ESTIMATED TRAVEL EXPENSES | ESTIMATED EXPENSES | (DBM USE ONLY) FUNDS AVAILABLE BALANCE |
|---|---|---|
| 1. REGISTRATION FEE(S) | $0.00 | |
| 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 | $0.00 | |
| 11. MEALS | $0.00 | |
| 12. OTHER EXPENSES | $ - | |
| Subtotal for Object Code 583 | $ - | |
| 13. TOTAL ESTIMATED TRAVEL EXPENSES | $ - | $ |

**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:

Trip will be paid by USDA/NIFA

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.
- [ ] 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.: |
|---|---|---|---|
| Barbara Storz | 2/27/13 | NoraLinda Cruz | 383-1026 |

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

- [ ] TRAVEL IS **APPROVED** for the individuals listed below:
- [ ] TRAVEL IS **NOT APPROVED** for the individuals listed below:

| REVIEWED BY (PRINT NAME): | DATE: | REVIEWER'S SIGNATURE: | PHONE NO.: |
|---|---|---|---|
| Janie Alejos | 3-1-13 | | 393-7059 |

| DBM'S DEPARTMENT HEAD APPROVAL (PRINT NAME): | DATE: | SIGNATURE OF DBM DEPARTMENT HEAD: |
|---|---|---|
| | | |

COUNTY AUDITOR'S FORM T.1.1 (01/10)

USDA United States Department of Agriculture
Research, Education, and Economics
National Institute of Food and Agriculture
1400 Independence Avenue SW
Washington, DC 20250

February 26, 2013

Dear Panelist:

RE: USDA, NIFA Community Foods Review Group Travel Information

Congratulations for being selected to participate as a member of the peer review panel for the Community Foods Review Group of the National Institute of Food and Agriculture (NIFA), Institute of Food Safety and Nutrition (IFSN). We appreciate your willingness to take time from your busy schedule to help with this process.

**The panel will meet April 23, 2013, at the Waterfront Centre, 800 9th Street SW, Washington, DC.** It is anticipated that the panel will end by 5:00p.m. April 25, 2013. Directions to the Waterfront Centre are attached and can be found at http://nifa.usda.gov/about/visit.html. Public transportation is highly recommended to commute to the hotel or to the Waterfront Centre. The website for the Washington Area Metro Transit Authority is www.wmata.com. Unless you are familiar with the DC Metropolitan Area, we suggest you take a taxicab or Metrorail from Ronald Reagan National, Dulles, or BWI Airports to the hotel. Rental cars will not be authorized while you are staying with us. **Please sign in at the Security Guard's desk and receive a visitor's pass when entering the Waterfront Centre.** From the Guard's desk, follow the signs to the panel room. **Dr. Jane Clary** and **Dr. Reuben Saldana** will contact you with further instructions regarding the panel meeting.

***Transportation***

**Your airline/train ticket or rental car (transportation from home to TDY location) must be arranged and purchased by NIFA.** All travel arrangements **must** be made through NIFA. Your itinerary will be emailed to you upon receipt from the travel agency. Please do not deviate from these instructions. NIFA **cannot** reimburse you for airline/train tickets, rental car, and/or lodging purchased elsewhere. **NIFA will pay for your roundtrip ticket from your residence to the panel. Any alternate routing is your responsibility.** Federal Employees who are panel reviewers must also follow these instructions. The **only** local travel cost that will be reimbursed to you will be your cost from the airport to the hotel and return. Local transportation from the hotel to the panel site will be provided each day of your stay. You will receive more detailed information regarding the travel reimbursement at the panel meeting.

***Lodging and Meals***

The hotel bill will be your responsibility and we will reimburse your lodging costs up to $ 224.00 per day. You are entitled to per diem for breakfast and lunch. Dinner will be provided for you by the hotel. On your first and last days of travel you will only receive 3/4 of the meals and incidentals in the amount of $53.25. You will also be reimbursed for the taxes you pay on the hotel bill under miscellaneous expenses and other travel related expenses such as ground transportation and mileage to and from the airport, and baggage (**with receipt only**). Cancellations will be accepted twenty-four hours prior to arrival by 3:00pm without penalty. **Please call the hotel at (703) 647-1113 as soon as possible to guarantee your reservation with your credit card. Please refer to the group name or booking ID provided in the Quick Reference Sheet.**

***Local Panelists***

Panelists whose **official duty station or residence falls** within a 35-mile radius of Washington, DC will not receive per diem (**lodging and M&IE**) but will be reimbursed for daily transportation over and above normal commuting expenses and miscellaneous costs. **Please be advised any local panelists that incur hotel expenses in error will not be reimbursed for such costs.** Any panelists who is unclear about what expenses will be reimbursed should contact the Program Support Supervisor for clarification.

***Honorarium***

For each day of the panel you will receive an honorarium of $225.00 as a token of our appreciation for all of the hard work and time you have committed to make the review process a success. Honorariums will be processed electronically (no paper checks). **Regulations preclude Federal employees from receiving an honorarium.**

Please feel free to contact me if you have any questions. If I am not available, please contact Program Assistant Supervisor, Valerie Martin at (202) 401-4329, vmartin@nifa.usda.gov to answer any additional questions. We look forward to assisting you in any way possible as you embark on this important endeavor.

Sincerely,

Kenneth Millard
Program Assistant
USDA-National Institute of
Food and Agriculture
1400 Independence Ave., S.W., Stop 2241
Washington, DC 20250-2241
Office: (202) 401-1910
Fax: (202) 401-0770
Email: kmillard@nifa.usda.gov

# Invitational Travel Reservation Form

Full name as it appears on your state or federal government issued identification document

| First Name | Middle Name | Last Name |
|---|---|---|
| Barbara | Cutrer | Storz |

## Flight Preferences

**Departure Airport(s) *TO* Washington, DC: (List by Airport Code):**

MFE

**Preferred Time Range *TO* Departure to Washington, DC:†**

*Date:* 4/22/13 *Time:* 6:00 *AM/PM:* ____

To

*Time:* 10:00 *AM/PM:* ____

**Return Airport(s) *FROM* Washington, DC: (List by Airport Code):**

MFE

**Preferred Time Range Return *FROM* Washington, DC:†**

*Date:* 4/26/13 *Time:* ~~[illegible]~~ 1:30 *AM/PM:* ____

To

*Time:* Noon *AM/PM:* ____

## Additional Information

**Any additional relevant information including, but not limited to, airline preferences, accessibility needs, aisle/window seating, and dietary restrictions:†**

American Airlines Isle or Window Seat please

**Frequent Flyer Numbers (Please include the associated airline):**

American A-Advantage 1J801B4

† Please note that ALL requests are subject to Airline availability and fede

AAdvantage®

Mrs. Barbara Storz
AAdvantage # 1J801B4

AmericanAirlines

Quick Reference Sheet

# The Virginian Suites

**1500 Arlington Boulevard**
**Arlington, VA 22209**
**Phone: 703-647-1113**
**www.virginiansuites.com**

Arrival Date: **April 22, 2013**
Departure Date: **April 25, 2013**
Must Call Hotel No Later than: **March 22, 2013**

**PANEL NAME: Community Foods Project Review Group**

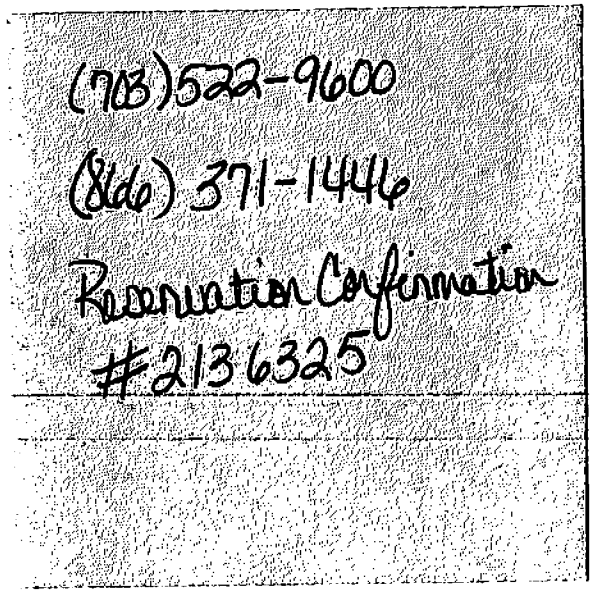
**BOOKING ID: 640124**

## METRO TRANSPORTATION FROM THE AIRPORT TO THE HOTEL:

**Nearest Metro Station:** Rosslyn Metro Stop**:

- Exit Metro from the N Fort Myer Exit.
- Head South on N Fort Myer Dr toward Wilson Blvd (0.1 mile).
- Slight right to stay on N Fort Myer Dr (499 ft).
- Continue onto N Meade St (0.1 mile).
- Turn right at Arlington Blvd (469 ft).
- Take the 1st left onto N Nash St and Virginian Suites Arlington will be on the right

**Train: Blue** line towards Largo Town Center
**Metro fare: Approximately** $4.00




## TAXI TRANSPORTATION:

10 minute ride from the Ronald Reagan National Airport

## NEARBY ATTRACTIONS:

- Kennedy Center
- Georgetown
- Smithsonian Museum

## PLACES TO EAT WITHIN WALKING DISTANCE:

- **Restaurant on premises**
- **Starbucks (0.3 mi.)**
- **Baja Fresh (0.3 mi.)**
- **Tivoli (0.4 mi.)**
- **Mezza 9 (0.4 mi.)**
- **Manhattan Cafe (0.5 mi.)**
- **Ruby Tuesdays (0.5 mi.)**
- **Rhode Side Grill (0.6 mi.)**
- **Cafe Asia (0.7 mi.)**
- **Red, Hot & Blue (0.7 mi.)**

* Free shuttle offered from Rosslyn Metro Station during weekday rush hours. Pick up location is across the street from the N. Fort Myer metro exit on N. Fort Myer near Wilson Blvd. Please call 866-371-1446 for details.

# METRO DIRECTIONS TO USDA-NIFA in the WATERFRONT CENTRE

USDA-NIFA Waterfront Centre Building Location:
800 9th St., SW; Washington, DC 20024

The closest METRO station is L'ENFANT PLAZA. This station is serviced by the blue/orange and yellow/green lines. **From Foggy Bottom, take either the blue or orange lines to L'ENFANT PLAZA (Blue line in the direction of Largo Town Center or Orange Line in the direction of New Carrollton).**

1. There are 3 possible exits at L'ENFANT PLAZA. At L'ENFANT PLAZA, exit out of the system by following the signs to "L'Enfant Plaza".

2. Turn left as you exit the train and precede to the last escalator at the end of the platform.
3. Proceed up the escalator, straight ahead through the turnstiles, and up a second longer escalator to the "L'Enfant Plaza" exit.
4. At the top of the escalator, proceed through the glass doors diagonally to the left and across the corridor, and enter L'Enfant Plaza.
5. In L'Enfant Plaza, turn right in the food court and then walk down the corridor, past the U.S. Post Office on the left, through the atrium, and to the end of the plaza.
6. Take the left exit through the glass door and out of L'Enfant Plaza.
7. At the top of the stairs, turn left toward the street and then walk diagonally to the left toward the street and past the guard's kiosk.
8. Continue walking to the left down the street and over a major highway (I-395).
9. Continue following the sidewalk down to the bottom of the hill and straight ahead to the cross-walk and cross the road (9th St). The USDA-NIFA Waterfront Centre is the red/gray 4-story-building directly across the street.
10. After crossing the street, turn right and walk ½ block to the entrance.
11. Proceed through the doors, pass through the security scanner, and sign-in at the guard's station.
12. After you receive a pass, proceed through the double glass doors behind the guard's station and turn right toward room 1410A.

VirginianSuites
ARLINGTON

FEB-27-13

Barbara Storz
United States

Dear Barbara Storz,

Thank you for making your reservation at the The Virginian Suites Arlington. We have reserved the following accommodations for you:

| Arrival Date | Departure Date | Nightly Rate | Room Type |
|---|---|---|---|
| 04-22-13 | 04-26-13 | 224.00 USD | Studio Queen |

Your Confirmation Number is 2136325, and you are guaranteed for late arrival. If you find it necessary to cancel or change plans, please inform us 24 hours prior to your arrival date to avoid one night's room and tax charge to your credit card.

Again, thank you for choosing the The Virginian Suites Arlington. We look forward to having you as our guest.

Best regards,

Reservations Office

The Virginian Suites
1500 Arlington Boulevard - Arlington, Virginia 22209
(800) 275-2866 - (703) 522-9600 - FAX (703) 525-4462

AG-802 (06/10)

Texas A&M AgriLife
Administrative Services – Disbursements/Travel

TEXAS A&M *AgriLIFE*
*Teaching • Research • Extension • Service*

# TRAVEL REQUEST

☐ **Texas AgriLife Research** 556 RESEARCH ☑ **Texas AgriLife Extension Service** 555 EXTENSION ☐ **TVMDL** 557 TVMDL

Dept/Unit/District: 12 Date: February 27, 2013 Request Number: _____

From: April 22, 2013 6:00 AM To: April 26, 2013 12:00 PM
Travel Dates (including travel time)

Destination: From: Edinburg, TX (City / State) To: Washington D.C. (City / State) District: 12 (AgriLife Extension)

Counties Visited (if applicable)*: _____
* County required for out of state travel

Purpose of Travel: USDA, NIFA Community Foods Review Group Travel Information

**ADDITIONAL TRIPS LISTED ON SECOND PAGE OF FORM**

**MODE OF TRANSPORTATION:**

☐ Private Auto
☐ Official Auto
☐ University Aircraft
☐ Accompanying Another Party*
☐ Accompanied by* _____
☑ Commercial Transportation (Includes Rental Car)

*Explanation required for two or more employees attending the same or similar duties: _____

**EXPENSE TO BE CHARGED TO:**

Account Name: NIFA/USDA Account No: _____

Estimated Expenses: $_____ Project No/Support Account: _____

Name: Barbara Storz (Print or Type) UIN: 301003359 (Required)

Signature: Barbara Storz Title: CEA-Horticulture

RECOMMENDED: _____
Supervisor

APPROVED: _____
Department Head/Resident Director

APPROVED: _____
Director/Designee

**AI-37626** **Comm. Court Executive Office 7. D.**

**CC REGULAR**

**Meeting Date:** 03/20/2013

**Submitted For:** Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

**Department:** SAFETY DIVISION

## Information

### CAPTION

Approval to accept settlement check from Travelers Insurance Company in the amount of $8,080.60 to settle total loss auto accident with County vehicle. (Sheriff's Office)

### BACKGROUND

DOL: 11/12/12

Acct #: 3-1100-360-00-000-005-0-000

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1100-360-00-000-005-0-000

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

### BUDGETARY IMPACT:

No fiscal impact.
Settlement check will be receipted to this revenue account.

## Attachments

Travelers Settlement Check

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 03/12/2013 02:45 PM |
| Erika Zamora | Erika Zamora | 03/14/2013 04:16 PM |
| Purchasing Department | Monica Badillo | 03/15/2013 04:22 PM |

Form Started By: Aida Alvarez Started On: 03/12/2013 10:02 AM

Final Approval Date: 03/15/2013

007448

THE TRAVELERS - SAN ANTONIO CL CLAI
P.O.BOX 65100
SAN ANTONIO TX 78265

**896D 81903308**

SA03712

TRAVELERS

**DATE:** 03/05/13
**LOSS DATE:** 11/12/12
**FILE NUMBER:** 234 PP ESE7110 F

HIDALGO COUNTY ATTN: FRED REYNA
PO BOX 1356
EDINBURG TX 78540-1356

**AGENT:**
APEX INSURANCE SERVICES

**ACCOUNT NAME:**
HIDALGO COUNTY

TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

## EXPLANATION OF PAYMENT

Collision $8080.60
TOTAL PAID $8080.60

TOTAL LOSS - 2008 EXPEDITION PLUS EQUIPMENT
VIN # A58830

FOR ADDITIONAL INFORMATION, CONTACT: DANIEL VOGLEY AT (630)961-7416

064003736
DETACH CHECK

UNSUMM OVRPUNS2-121286

DETACH CHECK

THIS DOCUMENT HAS A RED BACKGROUND - BORDER CONTAINS MICRO PRINTING AND AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

Citibank, N.A.
One Penns Way
New Castle DE 19720

TRAVELERS
P.O.BOX 65100
SAN ANTONIO TX 78265
(630)961-7416

**896D 81903308**

62-20
311

| DATE | ACCOUNT NUMBER | FILE NUMBER |
|---|---|---|
| 03/05/13 | J99 | 234 PP ESE7110 F |

*VOID IF NOT PRESENTED WITHIN ONE YEAR AFTER DATE OF ISSUE*

EIGHT THOUSAND EIGHTY AND 60/100 ---------- **PAY:** $****8,080.60 DJV

**PAY TO THE ORDER OF**
HIDALGO COUNTY
AND HIDALGO COUNTY SHERIFF DEPARTMENT
PO BOX 1356
EDINBURG TX 78540-1356

007448
SA03712

Maria Olivo
AUTHORIZED SIGNATURE

⑈81903308⑈ ⑆031100209⑆ 3862289 2⑈

**AI-37447** **Constables 8. A.**

**CC REGULAR**

**Meeting Date:** 03/20/2013

**Submitted By:** Rachel Cavazos, CONSTABLE PCT. #3

**Department:** CONSTABLE PCT. #3

## Information

**CAPTION**

Constable Precinct #3 - LBSP (1284):
1. Approval to accept Local Border Security Program FY 2013 (LBSP-13) Grant Award No: LBSP-13-27 in the amount of $40,000.00 from the Texas Department of Public Safety, Texas Ranger Division for the period of January 1, 2013 to August 31, 2013.
2. Approval of Certification of Revenues as certified by the County Auditor for the Local Border Security Program FY 2013 (LBSP-13).
3. Approval to appropriate funds from the LBSP grant award in the amount of $40,000.00.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1284-421-00-293-080-3-XXX

**FUNDS AVAILABLE Y/N?:** YES **MATCHING FUNDS Y/N?:** NO

**BUDGETARY IMPACT:**

See appropriation for funding source and availability of funds.

CONST.PCT NO. 3- LBSP- REVENUES
3-1284-334-10-293-080-3-000

Expenses relating to Health insurance, Life insurance, retirement, unemployment compensation and workers compensation assigned to the overtime hours are to be charged to the Constable Pct. 3 Budget (Account #3-1100-421-00-293-001-0-XXX)

Note: Certification of Revenues was requested from the auditor's office on 03-07-13 via email.

## Attachments

Grant Award
Overview
Instructions
Jurisdiction
Statement of Work
Grant Application
Financial Cost Estimate
revised appropriation
Certification of Revenue Letter

# Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 03/06/2013 03:57 PM |
| Rosalinda Cantu | Rosie Cantu | 03/07/2013 01:48 PM |
| Purchasing Department | Monica Badillo | 03/15/2013 04:22 PM |

Form Started By: Rachel Cavazos Started On: 03/05/2013 08:08 AM

Final Approval Date: 03/15/2013

# NOTICE OF GRANT AWARD

## TEXAS DEPARTMENT OF PUBLIC SAFETY
## TEXAS RANGER DIVISION

| | |
|---|---|
| **Program Title:** | Local Border Security Program FY 2013 (LBSP-13) |
| **Funding Instrument:** | General Appropriations Act, Rider 41, 82ST Legislature |
| **Administered by:** | Texas Department of Public Safety<br>Texas Rangers Division<br>P.O. Box 4087<br>Austin, Texas 78773-0600 |
| **Grant Number:** | LBSP-13-27 |
| **Recipient:** | **Hidalgo County Constable Pct 3** |
| **Amount of Grant:** | $ 40,000.00 |
| **Period of Grant:** | January 1, 2013 through August 31, 2013 |

| **AGENCY APPROVAL** | **GRANT ACCEPTANCE** |
|---|---|
| **Kirby W. Dendy, Chief** | Printed Name:<br>Title: |
| Date: **02/15/2013** | Date: |

**Return Signed Original to:**

Texas Department of Public Safety
Texas Rangers Division
Attention: Brandy Prinz
P.O. Box 4087
Austin, Texas 78773-0602

# Local Border Security Program (LBSP) Form Overview

Locate your R-1, 'Local Border Security Program FY 2013 (LBSP-13) Invoice' form and enter your total payroll expenses for officer's eligible overtime (from Form R-3). Note that the 'Dates of Reimbursable Expenses' are the dates of the invoice period.

You typically will have no 'Travel Expenses' to show on the R-1(from Form R-4).

Now move to 'Operating' expenses. These are your mileage expenses. For each R-2 package you have just completed there should be at least one Officer Daily Activity Log (except for admin duties) for each days hours claimed. If mileage is going to be claimed, all the blanks need to be filled out. As a minimum, we must have the driver & passenger, the date, the vehicle number and start and stop mileage.

Fill out your R-5, 'Local Border Security Program FY 13 (LBSP-13) Operational Mileage Expenses' form. Again, the dates are the inclusive dates of the invoice.
1. List each of the 'Officer Daily Activity Logs' information on this R-5. Use more than one R-5 if necessary.

Fill out your R-6, 'Local Border Security Program FY 13(LBSP-13) Reimbursement Operating Expenses' form. The from and to dates are the inclusive dates of the invoice.
1. The 'Date(s) of Expense' is the last day of the invoice period
2. Show the total of each R-5 on the R-6 and total them up.
3. Move this total to the R-1 in the block 'Operating from Form R-6'.

On the R-1, total up "Personnel", "Travel" and "Operating". This is your total claim amount for this invoice. Have the Grant Financial Officer sign it.

Put the package together. R-1 followed by R-3(s) followed by R-5(s) followed by R-6. The R-6 is followed by each of the R-2 packages.

Next, you want to put your invoice together. All invoices can cover either a two or four week period (based on your pay periods). Each R-2 should be supported with:
a. A Record of Hours Worked' forms – This should show the regular hours worked and the overtime hours worked. Call it your time card maybe. It should be signed by the officer and supervisor.
b. An overtime report. Many jurisdictions have a form the officer fills out requesting permission to work Border Star hours. It is signed by the officer and supervisor.
c. An 'Officer Daily Activity Log' for virtually all time periods an officer is claiming Border Star hours (admin duties excepted). Usually, this document also shows the mileage the officer is claiming. It is a shift report of sorts.
d. A 'Payroll History Report ' showing each pay period.
e. The rest of the R-x forms.

And then continue with your next invoices in either two week or four week formats but always based on payroll period(s) ... If you have any questions at all, please don't hesitate to call because I'll be more than glad to help.

Instructions Form R-2 Individual Time Allocation Report and Reporting Form Overview

The first document we will need is an R-2, the 'Individual Time Allocation Report'. We need an R-2 for each officer. The R-2 will need to be signed by the individual (if they do NOT sign the timesheet)(if they DO sign the timesheet the grant performance office may be the only signature) and the supervisor, Chief, or Grant Performance Officer – the person in charge of the Border Star program.

The 'Operation Dates:' block is the dates of the invoice – a two week period or four week period based on your payroll periods. Where it says 'Enter days of the week", this will be the first day of the invoice period. The 'Dates' will start with the first day of the invoice period. This form is not based on a calendar month but based on the dates of the invoice. The starting date of the invoice period is always the first day in the upper left block.

'Program Overtime Hours' are the hours that are dedicated to Border Star in excess of 80 hours of normal duty. 'Regular Hours – Non-program Related' are hours worked for the jurisdiction. 'Other' is where you will show paid time off hours. In no case should the total for a day exceed 24 hours.

Next,

1. Obtain your officer's 'Record of Hours Worked' for the pay periods you are claiming. This should be signed by the employee and supervisor. This form will be attached to the R-2.

2. In the 'Regular Hours - Non-Program Related' blocks, enter the hours worked for the jurisdiction in the appropriate blocks. Do not include any Border Star hours or paid time off hours.

3. In the 'Other (Sick, Vacation, etc.) blocks, enter any paid time off hours.

4. Obtain the jurisdiction's Border Star overtime report for hours worked. These forms will be attached to the R-2.

5. In the 'Program OverTime Hours' blocks, enter the hours spent on Border Star.

6. On the bottom of the R-2, show the total Border Star hours (whether you paid overtime or not) that you are claiming in the 'Program OT Hours' block.

7. In the 'Overtime Rate w/o Benefits' block, show their time and a half pay rate. Do not include any fringe rate.

8. In the 'Fringe Benefit % Rate' block, enter your fringe percentage. To calculate the 'Fringe Benefit % Rate' take the individuals GROSS pay subtract NET pay this equals Fringe Amount (Gross – Net = Fringe).
Divide Fringe Amount by GROSS = Fringe Rage (Fringe Amt/Gross= Fringe %)

9. The 'Reimbursement Amount' is 'Program OT Hours' times 'OT Rate w/o Benefits' times 'Fringe Benefit %.' The 'Reimbursement Amount' is the amount you are claiming to be reimbursed. Remember, this is not necessarily what you paid the officer but rather the costs to the jurisdiction seeking reimbursement.

After you have finished all R-2 packages for each of the people listed above, then it is time to fill out the R-3, Personnel Summary Expenses form. The date 'from' and 'to' are the dates of this invoice

1. List the employee names and the amount shown on the R-2's in the 'Reimbursement Amount' block.

2. Total them up. Report "Reimburse Amount" for each individual on Form R-3

# LOCAL BORDER SECURITY PROGRAM FY 13 (LBSP 13)
## INDIVIDUAL TIME ALLOCATION REPORT

| | |
|---|---|
| **PROGRAM:** Local Border Security Program FY 13 (LBSP 13) | LAST NAME / FIRST NAME / (M.I.) / LAST 4 DIGITS OF SOCIAL SECURITY # |
| **OPERATION NAME:** | POSITION TITLE: |
| **OPERATION DATES:** | STATUS (check one): Permanent Employee Full Time _____ / Temporary Employee _____ |
| **LOCATION:** | |

**ONLY PROGRAM OVERTIME HOURS ARE ELIGIBLE FOR REIMBURSEMENT UNDER THIS PROGRAM. REPORT ALL HOURS FOR VERIFICATION.**

| Dates | 1 | 2 | 3 | 4 | 5 | 6 | 7 | |
|---|---|---|---|---|---|---|---|---|
| PROGRAM OVERTIME HOURS | | | | | | | | 0 |
| REGULAR HOURS -- NON-PROGRAM RELATED | | | | | | | | 0 |
| OTHER (SICK, VACATION, ETC.) | | | | | | | | 0 |
| TOTAL | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Dates | 8 | 9 | 10 | 11 | 12 | 13 | 14 | |
| PROGRAM OVERTIME HOURS | | | | | | | | 0 |
| REGULAR HOURS -- NON-PROGRAM RELATED | | | | | | | | 0 |
| OTHER (SICK, VACATION, ETC.) | | | | | | | | 0 |
| TOTAL | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Dates | 15 | 16 | 17 | 18 | 19 | 20 | 21 | |
| PROGRAM OVERTIME HOURS | | | | | | | | 0 |
| REGULAR HOURS -- NON-PROGRAM RELATED | | | | | | | | 0 |
| OTHER (SICK, VACATION, ETC.) | | | | | | | | 0 |
| TOTAL | | | | | | | | 0 |
| Dates | 22 | 23 | 24 | 25 | 26 | 27 | 28 | |
| PROGRAM OVERTIME HOURS | | | | | | | | 0 |
| REGULAR HOURS --NON-PROGRAM RELATED | | | | | | | | 0 |
| OTHER (SICK, VACATION, ETC.) | | | | | | | | 0 |
| TOTAL | | | | | | | | 0 |
| Dates | 29 | 30 | 31 | 1 | 2 | 3 | 4 | |
| PROGRAM OVERTIME HOURS | | | | | | | | 0 |
| REGULAR HOURS --NON-PROGRAM RELATED | | | | | | | | 0 |
| OTHER (SICK, VACATION, ETC.) | | | | | | | | 0 |
| TOTAL | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

**Reimburseable Amount (including Fringe Benefits)**

| PROGRAM HOURS | RATE W/O BENEFITS | Cost w/o Benefits | FRINGE BENEFIT % RATE | REIMBURSEMENT AMOUNT | |
|---|---|---|---|---|---|
| 0 | /hr | $0.00 | % | $0.00 | Regular |
| 0 | 0.000 /hr | $0.00 | % | $0.00 | OT |

[redacted] Report this amount on form R-3.

**CERTIFYING SIGNATURES:**

EMPLOYEE: GRANT PERFORMANCE OFFICER:

*Must include supporting documents (copies of paychecks, official payroll rosters, payroll reports, augmentee agreement.)*

Form R-2
(11/11)

# *Statement of Work (SOW) for LBSP Grant Funds 2013*

*State Objective of LBSP 2013 Funds*

The State of Texas will assist in the execution of coordinated border security operations and facilitate the conduct of sustained interagency law enforcement activities in conjunction with Federal, Local and Tribal agencies to disrupt, deter, interdict, and thereby dominate criminal activity associated with the movement—northbound and southbound—of illicit traffic through the Texas border region and throughout Texas in order to reduce border-related crime, contribute to the reduction of potential acts of terror within Texas and the United States, and increase the security and quality of life of Texans in order to:

- Increase the effectiveness and impact of Steady State and surge operations.
- Increase the amount of field intelligence (BIAR, INT-7, or similar field reporting of gang, cartel, drug, and violence information to the JOIC's and BSOC for overall unified command partner awareness.
- Reduce border-related criminal activity in Texas.
- Implement and increase the effectiveness of operational methods, measures, and techniques for outbound/southbound operations.
- Decrease the supply of drugs smuggled into and through Texas from Mexico.
- Disrupt and deter operations of gang and cartel criminal organizations.
- Decrease specifically targeted tactics (such as conveyance methods) for drugs in the Texas border region.
- Decrease use of specific areas for crime as targeted in directed action missions.
- Increase the effectiveness of air operations mission planning and prioritization.
- Continue to exercise and integrate air-ground team operations to include TMF aviation, CBP Air and Marine, DPS Aircraft Section, and USCG aviation support.
- Based upon intelligence and analysis, increase the effectiveness of directed action missions to ensure they target against and are conducted in high pay off areas.
- Increase the number and quality of analytical intelligence products developed at Unified Command and State levels.
- Increase intelligence based operations at Unified Command level through integration of TxMAP, sector specific information, and employment of intelligence analysts.

## 1). How do you locally plan to ensure that the State Objectives are executed in your area?

* Enhance uniformed patrol activities within Hidalgo County Pct 1.
* Increase patrol activities in rural areas / routes commonly used by border criminal elements and not normally addressed by other Law Enforcement agencies.
* Continuation in multi law enforcement operations.

## 2). Explain in detail what strategies/tactics you will use to accomplish these objectives?

* Increased number of patrol units with designation of identification, apprehension and disruption of border criminal elements within Hidalgo County Pct 1 and /or border criminal elements who utilize Hidalgo County Pct 1 to facilitate acts of narcotic smuggling, human smuggling and acts of border related violence. Hidalgo County Pct 1 borders Mexico to the south and Cameron County, Texas to the east, both designated at source areas.
* Maximize continued efforts with multi-agency intelligence while working operations / details with local state and federal law enforcement agencies within Hidalgo County Pct 1.
* Increased timely reports to JOIC, by BIARs and / or by teleconference, based on but not limited to independent intelligence, enforcement actions, suspected smuggling routes and citizen contributions.
* Participate in south bound operations at US Ports of Entry. Hidalgo County Pct 1 currently had two (2) ports of entry located within jurisdiction.

# Hidalgo County Pct 3 Constable Department




## Operation Border Star

# LBSP - 13 APPLICATION

# LOCAL BORDER SECURITY PROGRAM FY 2013 (LBSP-13) APPLICATION

| | |
|---|---|
| 1. APPLICANT NAME (Jurisdiction): | Hidalgo County Pct 3 Constable Department |
| 2. COUNTY: | Hidalgo County |
| 3. TYPE: | ☐ City Government<br>☒ County Government |
| 4. PAYMENT TYPE: | ☒ Reimbursement<br>☐ Will you want the ONE TIME advance |

4. REQUESTED PERIOD OF PERFORMANCE (NOT TO EXCEED AUGUST 31, 2013)

**January 1, 2013 – August 31, 2013**

6. CHECKLIST OF APPLICATION ATTACHMENTS:
(See the Local Border Security Program 2013 (LBSP- 13) Guide for information on completing these forms.)

- ☒ 1. Designation of Grant Officials (Form A-2).
- ☒ 2. Application for State Assistance (Form A-3). The Authorized Official must sign this form.
- ☒ 3. Financial Cost Estimate (Form A-4). The Grant Financial Officer must sign this form.
- ☒ 4. Assurances and Certifications (Form A-5). The Authorized Official must sign this form.
- ☒ 5. Statement of Work (Form A-6)
- ☒ 6. Direct Deposit Authorization Form (Form 74-176). The Grant Financial Officer must sign this form.
- ☒ 7. Copy of local overtime policy
- ☒ 8. Copy of pay schedule during the grant period
- ☒ 9. Copy of resolution with the verbiage given in Section 3 number 10 of the LBSP Grant Guidance.

7. CERTIFICATION

This Application, together with the Local Border Security Program FY2013 (LBSP-13) Guide, constitutes the work plan for the participants listed above. The undersigned agree to comply with all terms, conditions, and statements of work in the Local Border Security Program FY2013 (LBSP-13) Guide.
The applicant is also assuring that the county (or counties) in which the applicant is located must have an overall 90% average on reporting adult and juvenile criminal history dispositions to the Texas Department of Public Safety for calendar years 2006 through 2010. This is reported via the Uniform Criminal Report Database (UCR).

| Authorized Official (Original Signature) | Date | Grant Performance Officer (Original Signature) | Date |
|---|---|---|---|
| | | Lazaro Gallardo Jr. | 12/20/12 |



Form A-1
(11/01)

Mail completed forms and application materials to:

LBSP – 13 Grant Coordinator
C/O Brandy Prinz, Grant Coordinator
Texas Rangers Division
Texas Department of Public Safety
PO Box 4087
Austin, TX 78773-0602
brandy.prinz@dps.texas.gov

## LOCAL BORDER SECURITY PROGRAM FY2013 (LBSP-13)
## DESIGNATION OF GRANT OFFICIALS

| | |
|---|---|
| **GRANT:** | LOCAL BORDER SECURITY PROGRAM FY2013 (LBSP-13) |

| | |
|---|---|
| **GRANT PERIOD:** | **January 01, 2013 – August 31, 2013** |

| | |
|---|---|
| **AGENCY NAME:** | **Hidalgo County Pct 3 Constable Department** |

| **Grant Performance Officer** | **(This is typically your Chief or Sheriff)** |
|---|---|
| *Name* | **Lazaro Gallardo Jr** |
| *Title* | **Constable – Hidalgo County Pct 3** |
| *Official Mailing Address* | **730 North Breyfogle Ste B**<br>**Missison, Texas 78572** |
| *Daytime Phone Number* | **956-581-6800** |
| *Fax Number* | **956-519-4245** |
| *E-mail Address* | **dan.broyles@co.hidalgo.tx.us** |

| **Grant Financial Officer** | **(This is typically your CFO or County Auditor)** |
|---|---|
| *Name* | **Raymundo Eufracio, CPA** |
| *Title* | **Auditor – Hidalgo County** |
| *Official Mailing Address* | **2808 South Business Highway 281**<br>**Edinburg, Texas 78539** |
| *Daytime Phone Number* | **956-318-2511** |
| *Fax Number* | **956-318-2577** |
| *E-mail Address* | **ray.eufracio@auditor.co.hidalgo.tx** |

| **Authorized Official** | **(This should be the County Judge, Mayor, or City Manager not the Sheriff or Police Chief)** |
|---|---|
| *Name* | **Ramon Garcia** |
| *Title* | **County Judge – Hidalgo County** |
| *Official Mailing Address* | **PO Box 1356**<br>**Edinburg, Texas 78540** |
| *Daytime Phone Number* | **956-318-2600** |
| *Fax Number* | **956-318-2699** |
| *E-mail Address* | **ramon.garcia@co.hidalgo.tx.us** |

***If at any point during the grant period these POC's change make necessary changes and resubmit this form immediately.***

# APPLICATION FOR STATE ASSISTANCE

(Instructions on Reverse)

| | |
|---|---|
| 1. NAME OF PROGRAM/ ASSISTANCE:<br>LOCAL BORDER SECURITY PROGRAM FY2013 (LBSP- 13) | 2. APPLICANT STATUS:<br>☐ City ☒ Reimbursement<br>☒ County ☐ One time Advance |
| 3. START DATE:<br>JANUARY 01, 2013 | 4. END DATE:<br>AUGUST 31, 2013 |

5. APPLICANT INFORMATION

| | |
|---|---|
| a. Legal Name of Applicant Organization (as it appears on the LSBP- 13 Application/Form A-1):<br>**Hidalgo County Pct 3 Constable Department** | b. Name & Telephone Number of Grant Performance Officer:<br>**Lazaro Gallardo Jr.**<br>**956-581-6800** |
| c. Mailing Address:<br>**730 North Breyfogle Ste B**<br>**Mission, Texas 78572** | d. Physical Address (if different from Mailing Address): |

6. EMPLOYER IDENTIFICATION NUMBER / TAX ID #

746000717

7. ESTIMATED EXPENSES:

| | |
|---|---|
| a. Salary & Benefits (from line ___ Form A-4) | **$86,498.93** |
| b. Travel Expenses (from line ___ Form A-4) | **0** |
| c. Operating Expenses (from line ___ Form A-4) | **$10,656.00** |
| d. Total Expenses (A + B + C) | **$97,154.93** |

8. CERTIFICATION: I certify that to the best of my knowledge and belief this application and its attachments are true and correct.

| | |
|---|---|
| a. Typed Name of Authorized Official: | **Ramon Garcia** |
| b. Title of Authorized Official: | **County Judge – Hidalgo County** |
| c. Original Signature of Authorized Official: | |
| d. Date Signed: | |

## FINANCIAL COST ESTIMATE

| | |
|---|---|
| 1. NAME OF PROGRAM / ASSISTANCE: | Local Border Security Program FY 2013 |
| 2. APPLICANT NAME: | Hidalgo County Pct 3 Constable Department |

### 3. ESTIMATED MONTHLY EXPENSES:

*a. Personnel Estimate*

| Position | Number of Personnel | Hourly Rate | Overtime Rate (Time and 1/2) | Number of O/T Hours per Person per Day | Number of Days | Salary | FICA 7.65% | Total Salary & Fringe |
|---|---|---|---|---|---|---|---|---|
| Chief Deputy | 1 | $25.93 | $38.90 | 6 | 4 | $933.48 | $71.41 | $1,004.89 |
| Sergeant | 1 | $23.57 | $35.36 | 6 | 4 | $848.52 | $64.91 | $913.43 |
| Deputy | 10 | $22.95 | $34.43 | 6 | 4 | $8,262.00 | $632.04 | $8,894.04 |
| | | | $0.00 | | | $0.00 | $0.00 | $0.00 |
| | | | $0.00 | | | $0.00 | $0.00 | $0.00 |
| | | | $0.00 | | | $0.00 | $0.00 | $0.00 |
| | | | | | | | Total Personnel Estimates | $10,812.37 |

*b. Travel & Per Diem Estimate*

| Position | Number of Personnel | Commercial Travel Costs | Mileage from / to County | Estimated Ave. Daily Miles | Number of Days | Total Mileage Cost | Hotel Rate $85 Maximum | Hotel Tax Rate | Meals $36 Maximum | Travel Totals |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | $0.00 | | $0.00 | | $0.00 |
| | | | | | | $0.00 | | $0.00 | | $0.00 |
| | | | | | | | | | Total Travel & Per Diem Estimate | $0.00 |

*c. Operational Cost Estimate*

| | Number of Cars | Number of Miles per Car | Number of Days | Rate per Mile | Subtotal |
|---|---|---|---|---|---|
| *Mileage* | 6 | 100 | 4 | $0.555 | $1,332.00 |
| *Fuel Costs* | | | | | |
| *Other Costs* | | | | | |
| | | | | Total Operational Cost Estimate | $1,332.00 |

*NOTE: Estimate either for fuel or mileage, not both.

FILL IN SHADED FIELDS ONLY

**4. NUMBER OF MONTHS IN THE GRANT PERIOD:** 8

**5. ARE YOU PAID MONTHLY OR BI-MONTHLY:** Bi-Monthly

**6. INDICATE THE NUMBER OF HOURS IN YOUR PAY PERIOD:** 80

X _____

Signature of Grant Official

**7. TOTAL AMOUNT OF APPLICATION**

| | Total Grant |
|---|---|
| a. Personnel Estimate | $86,498.93 |
| b. Travel & Per Diem Estimate | $0.00 |
| c. Operational Cost Estimate | $10,656.00 |
| Total Expenses | $97,154.93 |

**8. TYPE OF PAYMENT YOU PREFER: (check one)**

Reimbursement: XX

ONE TIME Advance Payment Request:

Form A-4
(11/01)

**State of Texas Assurances and Certifications**
**State Uniform Administrative Requirement for Grants and Cooperative Agreements, Subpart B, §_.14**

Note: Certain of these assurances may not be applicable to your program. If you have any questions, please contact the awarding agency.

| NAME OF APPLICANT | GRANT PROGRAM |
|---|---|
| Hidalgo County Pct 3 Constable Department | Local Border Security Program FY 2013 (LBSP-13) |

**This form includes Assurances and Certifications that must be read, signed, and submitted as a part of the Application for State Assistance.**

As the duly authorized representative of the applicant, I hereby certify that the applicant (subgrantee) will comply with the assurances and certifications below.

| | |
|---|---|
| Ramon Garcia | County Judge – Hidalgo County |
| Typed Name of Authorized Official | Title |
| | |
| Signature of Authorized Official | Date Signed |

## ASSURANCES

(1) **RELATIVES.** A subgrantee must comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person, who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

(2) **PUBLIC INFORMATION.** A subgrantee must insure that all information collected, assembled, or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.

(3) **OPEN MEETINGS.** A subgrantee must comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

(4) **CHILD SUPPORT PAYMENTS.** A subgrantee must comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.

(5) HEALTH, HUMAN SERVICES, PUBLIC SAFETY OR LAW ENFORCEMENT AGENCY. If the subgrantee is a health, human services, public safety, or law enforcement agency, it will not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.

(6) LAW ENFORCEMENT AGENCY. If the subgrantee is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701, it must be in compliance with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 1701, Texas Occupations Code or must provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in the process of achieving compliance with such rules.

(7) ADMINISTRATION. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and local subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met.

(8) SUSPECTED CHILD ABUSE. A subgrantee must comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subgrantees shall also ensure that all program personnel are properly trained and aware of this requirement.

(9) TAXES. Subgrantees will comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

(10) COMPLIANCE WITH REQUIREMENTS. Subgrantees will comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.

(11) INELIGIBLE APPLICANTS. The applicant certifies that is and its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at http://www.epls.gov.

(12) HIV/AIDS. Subgrantees must adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, *et seq.*

(13) LEGAL AUTHORITY. The applicant has the legal authority to apply for State assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-state share of project costs) to ensure proper planning, management and completion of the project described in this application.

(14) RECORDS. The applicant will give the awarding agency, the State Comptroller, and if applicable, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

**(15) PERSONAL GAIN.** The applicant will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal gain.

**(16) COMPLETION.** The applicant will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

## CERTIFICATIONS

1. **DRUG-FREE WORKPLACE** - The applicant certifies that it will provide a drug-free workplace by:
   A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
   B. Establish a drug-free awareness program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the applicant's policy of maintaining a drug-free workplace;
      iii. any available drug counseling, rehabilitation, and employee assistance programs; and
      iv. the penalties that may be imposed upon employees for drug abuse violations.
   C. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
   D. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
      i. abide by the terms of the statement, and
      ii. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction.
   E. Notifying the agency within ten days after receiving notice under subparagraph (d) (ii) from an employee or otherwise receiving actual notice of such conviction.
   F. Taking one of the following actions with respect to any employee who is so convicted:
      i. taking appropriate personnel action against such an employee, up to and including termination; or
      ii. requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
   G. Making a good faith effort to continue to maintain a drug-free workplace through the implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2. **LOBBYING – The applicant certifies that:**
   A. It will not use grant funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government.
   B. If any non-grant funds have been or will be used in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, it will notify the Governor's Division of Emergency Management to obtain the appropriate disclosure form.
   C. It will include the language of paragraphs A and B of this section in the award documents for all sub-awards at all tiers and will require all sub-recipients to certify accordingly.

# *Statement of Work (SOW) for LBSP Grant Funds 2013*

*State Objective of LBSP 2013 Funds*

The State of Texas will assist in the execution of coordinated border security operations and facilitate the conduct of sustained interagency law enforcement activities in conjunction with Federal, Local and Tribal agencies to disrupt, deter, interdict, and thereby dominate criminal activity associated with the movement—northbound and southbound—of illicit traffic through the Texas border region and throughout Texas in order to reduce border-related crime, contribute to the reduction of potential acts of terror within Texas and the United States, and increase the security and quality of life of Texans in order to:

- Increase the effectiveness and impact of Steady State and surge operations.
- Increase the amount of field intelligence (BIAR, INT-7, or similar field reporting of gang, cartel, drug, and violence information to the JOIC's and BSOC for overall unified command partner awareness.
- Reduce border-related criminal activity in Texas.
- Implement and increase the effectiveness of operational methods, measures, and techniques for outbound/southbound operations.
- Decrease the supply of drugs smuggled into and through Texas from Mexico.
- Disrupt and deter operations of gang and cartel criminal organizations.
- Decrease specifically targeted tactics (such as conveyance methods) for drugs in the Texas border region.
- Decrease use of specific areas for crime as targeted in directed action missions.
- Increase the effectiveness of air operations mission planning and prioritization.
- Continue to exercise and integrate air-ground team operations to include TMF aviation, CBP Air and Marine, DPS Aircraft Section, and USCG aviation support.
- Based upon intelligence and analysis, increase the effectiveness of directed action missions to ensure they target against and are conducted in high pay off areas.
- Increase the number and quality of analytical intelligence products developed at Unified Command and State levels.
- Increase intelligence based operations at Unified Command level through integration of TxMAP, sector specific information, and employment of intelligence analysts.

1). How do you locally plan to ensure that the State Objectives are executed in your area?

* Enhance uniformed patrol activities within Hidalgo County Pct 3.
* Increase patrol activities in rural areas / routes commonly used by border criminal elements and not normally addressed by other Law Enforcement agencies.
* Continuation in multi law enforcement operations.

2). Explain in detail what strategies/tactics you will use to accomplish these objectives?

* Increased number of patrol units with designation of identification, apprehension and disruption of border criminal elements within Hidalgo County Pct 3 and /or border criminal elements who utilize Hidalgo County Pct 3 to facilitate acts of narcotic smuggling, human smuggling and acts of border related violence. Hidalgo County Pct 3 borders Mexico to the south and Starr County, Texas to the west, both designated at source areas.
* Maximize continued efforts with multi-agency intelligence while working operations / details with local state and federal law enforcement agencies within Hidalgo County Pct 3.
* Increased timely reports to JOIC, by BIARs and / or by teleconference, based on but not limited to independent intelligence, enforcement actions, suspected smuggling routes and citizen contributions.
* Participate in south bound operations ay US Ports of Entry. Hidalgo County Pct 3 currently had two (2) ports of entry located within jurisdiction.

Norma G. Garcia
Hidalgo County Treasurer
2810 South Business Hwy 281, Edinburg, Texas 78539-6243
Telephone: (956) 318-2506 Fax: (956) 318-2507

# 2013 PAYROLL SCHEDULE

Listed below is the payroll schedule for the year 2013. In order to assure the preparation of checks, timesheets should be submitted in accordance with the schedule below. The timesheets shall be delivered to the Payroll Section of the County Treasurer's Office (Manually or through Time & Attendance) no later than 10:00 a.m.

Paychecks cannot be guaranteed to those who do not meet the Timesheet Due Date deadline.

Payroll checks will be prepared on a biweekly basis and will cover the days as shown on the Work Period Covered column. Checks are to be distributed as indicated on the Payday column.

| PAY PERIOD | WORK PERIOD COVERED | TIMESHEET DUE DATE | PAY DAY |
|---|---|---|---|
| 1 | 12/17/2012-12/30/2012 | 01/02/2013 | 01/11/2013 |
| 2 | 12/31/2012-01/13/2013 | 01/14/2013 | 01/25/2013 |
| 3 | 01/14/2013-01/27/2013 | 01/28/2013 | 02/08/2013 |
| 4 | 01/28/2013-02/10/2013 | 02/11/2013 | 02/22/2013 |
| 5 | 02/11/2013-02/24/2013 | 02/25/2013 | 03/08/2013 |
| 6 | 02/25/2013-03/10/2013 | 03/11/2013 | 03/22/2013 |
| 7 | 03/11/2013-03/24/2013 | 03/25/2013 | 04/05/2013 |
| 8 | 03/25/2013-04/07/2013 | 04/08/2013 | 04/19/2013 |
| 9 | 04/08/2013-04/21/2013 | 04/22/2013 | 05/03/2013 |
| 10 | 04/22/2013-05/05/2013 | 05/06/2013 | 05/17/2013 |
| 11 | 05/06/2013-05/19/2013 | 05/20/2013 | 05/31/2013 |
| 12 | 05/20/2013-06/02/2013 | 06/03/2013 | 06/14/2013 |
| 13 | 06/03/2013-06/16/2013 | 06/17/2013 | 06/28/2013 |
| 14 | 06/17/2013-06/30/2013 | 07/01/2013 | 07/12/2013 |
| 15 | 07/01/2013-07/14/2013 | 07/15/2013 | 07/26/2013 |
| 16 | 07/15/2013-07/28/2013 | 07/29/2013 | 08/09/2013 |
| 17 | 07/29/2013-08/11/2013 | 08/12/2013 | 08/23/2013 |
| 18 | 08/12/2013-08/25/2013 | 08/26/2013 | 09/06/2013 |
| 19 | 08/26/2013-09/08/2013 | 09/09/2013 | 09/20/2013 |
| 20 | 09/09/2013-09/22/2013 | 09/23/2013 | 10/04/2013 |
| 21 | 09/23/2013-10/06/2013 | 10/07/2013 | 10/18/2013 |
| 22 | 10/07/2013-10/20/2013 | 10/21/2013 | 11/01/2013 |
| 23 | 10/21/2013-11/03/2013 | 11/04/2013 | 11/15/2013 |
| 24 | 11/04/2013-11/17/2013 | 11/18/2013 | 11/27/2013 |
| 25 | 11/18/2013-12/01/2013 | 12/02/2013 | 12/13/2013 |
| 26 | 12/02/2013-12/15/2013 | 12/16/2013 | 12/27/2013 |

# RESOLUTION

**WHEREAS**, The Hidalgo County Commissioners' Court finds it in the best interest of the citizens of Hidalgo County that the Project Title: Local Border Security Program (LBSP-13) be approved for the application and acceptance of any LBSP grant funds that the Texas Department of Public Safety, Texas Rangers Division issues for the period of performance of January 1, 2013 through August 31, 2013; and

**WHEREAS**, Hidalgo County Commissioners' Court understands that there is no matching fund requirement for the said project; and

**WHEREAS**, Hidalgo County Commissioners' Court agrees that in the event of loss of misuse of the Criminal Justice Division funds, Hidalgo County assures that the funds will be returned to the Texas Rangers Division in full; and

**WHEREAS**, Hidalgo County Commissioners' Court designates Hidalgo County Judge Ramon Garcia 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 Hidalgo County.

**NOW THEREFORE, BE IT RESOLVED** that the Hidalgo County Commissioners' Court approves the submission of the grant application for Hidalgo County Local Border Security Program (LBSP-13)-Hidalgo County project to the Office of Texas Ranger Division, Texas Department of Public Safety and acceptance thereof.

Passed and approved by Commissioners' Court on the 28th of December, 2012.

Signed by:

_____

Ramon Garcia
Hidalgo County Judge

# HIDALGO COUNTY, TEXAS CIVIL SERVICE COMMISSION

## RULES

Includes All Revisions through June 26, 2003

## CHAPTER VII

## WORK HOURS, LEAVE AND BENEFIT PROGRAMS

### WORK HOURS

7.00 County and/or District work hours are scheduled so that all County and/or District offices are open by 8:00 a.m. and close no earlier than 5:00 p.m., Monday through Friday, except on official Holidays. Each Elected Official/Department Head establishes work hours for employees in his or her Department. In setting work hours, an Elected Official/Department Head considers the needs of the Department and the County and/or District, and ensures that any changes in work hours are in the County's and/or District's best interest.

7.01 Effective May 1, 1995, the County's (effective April 18, 2002, for the District) regular work period for all employees, except law enforcement personnel, is a seven day period which commences at 12:01 a.m. on Monday of each week and ends at 12:00 p.m. midnight on the following Sunday. The County's regular work period, effective May 1, 1995, for "law enforcement personnel," as such term is used in the federal Fair Labor Standards Act, is a fourteen day period which commences at 12:01 a.m., on Monday and ends at 12:00 p.m. midnight 14 days later.

7.02 There are 40 regular work hours in a seven day work period and 86 regular work hours in a fourteen day work period; however, the County schedules employees subject to a fourteen (14) day work period to work a minimum of 80 hours during such work period. In the event of a conflict between the work hours rules set forth in Sections 7.01 through 7.08 hereof for Head Start Program employees, the work hours set forth in the County's approved grant application for operation of the County's Head Start Program shall control. (Amended September 20, 1995)

7.03 An employee is required to be present at his or her duty station at the beginning of each workday.

7.04 Every employee is allowed one hour for lunch each workday.

7.05 Each Elected Official/Department Head should schedule his or her employees each workday for a fifteen (15) minute rest break in the morning and a fifteen (15) minute rest break in the afternoon.

7.06 An employee's time and attendance record (Form SFA-CA-008 for non-law enforcement personnel and Form SFA-CA-046 for law enforcement personnel) should coincide with an employee's work period. A completed time and attendance record is completed and turned in to the payroll section of the County Auditor's office and/or similar office in the District no later than 10:30 a.m. on the first employee work day following two seven day work periods or one fourteen day work period. Head Start Program employees shall follow procedures established by the Head Start Program Director for preparing and processing time and attendance records. (Amended September 20, 1995)

7.07 Effective May 1, 1995, all County employees (effective April 18, 2002, for District employees) are paid biweekly on the Friday following the end of two seven day work periods or one fourteen day work period. If that Friday is a holiday, employees will generally receive their pay checks on the last work day which precedes the holiday.

7.08 An employee's pay check is based on the hours worked by the employee during the applicable work period(s), plus any eligible hours of paid leave, all as shown on a signed time and attendance record.

FAIR LABOR STANDARDS ACT ("FLSA")

7.09 The Fair Labor Standards Act ("FLSA") is the federal law which governs overtime compensation for employees covered by the provisions of that Act. Most County and/or District non-management employees are covered by the overtime compensation requirements of the FLSA. An FLSA covered employee receives: (i) time and one-half compensation; or (ii) compensatory leave of one and one-half hours; for each hour physically worked in excess of 40 hours for employees with a seven (7) day work period and 86 hours for those employees with a fourteen (14) day work period. The County provides straight hourly pay or compensatory leave on an hour for hour basis for employees with a fourteen (14) day work period who work between 80 and 86 hours in such work period. Hours for which an employee receives pay, such as paid leave and holiday hours, but which are not physically worked, are not considered hours worked for purposes of calculating FLSA overtime.

7.10 Each Elected Official/Department Head must require that his or her employees keep daily records of time worked and leave taken. Each Elected Official/Department Head must report all additional time worked for FLSA covered employees.

7.11 Except in unusual circumstances, the Elected Official/Department Head must have requested and approved, in advance, that an employee work extra hours or overtime hours. An example of an unusual circumstance is when an off-duty worker responds to an emergency. In this case, the employee is required to report the emergency and its circumstances to the Elected Official/Department Head at the beginning of the employee's next workday.

7.12 An employee who works extra hours or overtime hours without supervisory approval shall be compensated for the extra or overtime hours, but such employee is subject to disciplinary action.

7.13 The Elected Official/Department Head tracks and reports hours worked and leave used using the following forms:

a. Form SFA-CA-008, Time and Attendance Record - Non-Law Enforcement Personnel;

b. Form SFA-CA-046, Time and Attendance Record - Law Enforcement Personnel;

c. Form SFA-CA-044, Leave Request Form;

d. Form P-2, Summary of Vacation and Sick Leave; and

e. Form P-3, 12 Month Period Summary of Leave Taken under the Family and Medical Leave Act of 1993 (FMLA).

7.14 To minimize the County and/or District's liability under FLSA for overtime or extra work hours, each Elected Official/Department Head is expected to manage work hours efficiently and effectively. An Elected Official/Department Head may need to adjust work hours for an FLSA covered employee to accomplish work assignments. When an FLSA covered employee's time and attendance record reflects hours worked in excess of that employee's standard work period, the Elected Official/Department Head and the County Auditor and/or similar office for the District shall immediately notify the County Judge and/or similar office within the District of such fact by forwarding to such party a copy of the time and attendance record for such employee (Form SFA-CA-008 or Form SFA-CA-046).

7.15 When an Elected Official/Department Head allows or requires an FLSA covered employee to work extra hours or overtime hours, the Elected Official/Department Head should make every effort to adjust the work hours during the applicable work period so that the employee

does not physically work in excess of 40 hours if the employee is on a seven day work period or in excess of 80 hours if the employee is on a fourteen (14) day work period.

ADMINISTRATION OF LEAVE AND BENEFIT PROGRAMS

7.16 The Governing Authority is solely responsible for authorizing compensated leave and benefit programs for County and/or District employees and such leave and benefit programs may be changed at any time by appropriate order of the Governing Authority. The County and/or District's existing compensated leave and benefit programs are as set forth in this Chapter.

7.17 Elected Officials and Department Heads administer the County and/or District leave and benefit programs according to law and regulations. Elected Officials/Department Heads are responsible for determining eligibility for paid leave for their employees. Each Elected Official/Department Head is also responsible for insuring that a leave account is established and maintained on each of his/her employees.

7.18 An Elected Official/Department Head may designate personnel from his or her office to be responsible for controlling absence and leave administration. Such delegation, however, does not relieve each Elected Official/Department Head of his or her ultimate responsibility for maintaining leave records on his or her employees.

7.19 Regular attendance at work is important to the overall operation of all County and/or District Departments. Any non-emergency leave, whenever practical, must therefore be scheduled in advance. Each Elected Official/Department Head may establish rules for requesting and scheduling leave not inconsistent with this Chapter. Each employee will be given a copy of any Department leave rules and amendments, and will acknowledge, in writing, receipt of such rules. A copy of the written acknowledgment shall be maintained in the employee's personnel file.

7.20 Every request for leave must:

a. Be submitted to the Department Head/Elected Official, in writing, on a Form SFA-CA-044 which is signed by the employee;

b. Clearly reflect when the requested leave is to begin and end;

c. Include a brief explanation setting forth the reasons for taking the requested leave;

d. To the extent applicable, be accompanied by any required documentation, such as a doctor's statement or military orders; and

e. Be approved or disapproved, in writing, by the employee's supervisor, and if required, by the Department Head/Elected Official and/or the Governing Authority or its representative.

7.21 Departments shall respond to leave requests within a reasonable time, generally not to exceed five (5) business days.

7.22 After a leave request (Form SFA-CA-044) has been approved or disapproved, such completed form is processed as follows:

a. The original is placed in the employee's personnel file; (Amended April 10, 1996)

b. A copy is returned to the employee; and

COUNTY of HIDALGO

HIDALGO COUNTY AUDITOR'S OFFICE
Administration Building 3rd Floor
100 East Cano
Edinburg, Texas 78539-3587
PHONE: (956) 318-2511
FAX: (956) 318-2577
E-mail: hidalgoauditors@hotmail.com

EDINBURG, TEXAS 78539

MAILING ADDRESS:
HIDALGO COUNTY AUDITOR'S OFFICE
P O Box 689
Edinburg Texas 78539

# MEMORANDUM

**TO:** All Elected Officials and Department Heads

**FROM:** A. R. Sandoval, Hidalgo County Auditor

**DATE:** April 17, 2003

**SUBJECT:** Recording Of Law Enforcement Compensatory Time (Comp-Time)

Effective March 24, 2003, the Hidalgo County Commissioners' Court approved the recording of compensatory time for all law enforcement officers to be based on an 80 hour pay period instead of an 86 hour pay period.

Time sheets submitted erroneously for Pay Period No. 08 (03/24/03-04/06/03) have been corrected by payroll personnel. Copies of these time sheets have been forwarded to the department.

Please do not hesitate to call Ms. Loni Salinas, Payroll Supervisor, at (956) 318-2550, if you have any questions regarding this memo.

A. R. Sandoval

HIDALGO COUNTY DISTRICT JUDGES

EDWARD O. APARICIO JUDGE, 92ND D.C. OVERSEER | RODOLFO DELGADO JUDGE, 93RD D.C. | LETICIA HINOJOSA JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. | LETICIA LOPEZ JUDGE, 138TH D.C. | AIDA SALINAS FLO JUDGE, 28[illegible] D.J

15. **Head Start:** (SEE EXHIBIT Q)
    A. **Requesting approval of the Western Road Head Start Lease Agreement between Hidalgo County Head Start Program and the Roman Catholic Diocese of Brownsville, San Martin de Porras Catholic Church of Alton, Texas in the amount of $ 400.00 per month**

    On motion of Commissioner Garza seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

16. **County Auditor:** (SEE EXHIBIT R)
    A. **Discussion and action on creating the position of PC Specialist**
    B. **Approval of budget amendment**
    C. **Set salary**

    NO ACTION taken on item 16.A, B, & C.

    D. **Approval of line item transfer for CO's 2002 – County Auditor office furniture in the amount of $ 3,000.00**

    On motion of Commissioner Handy, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

17. **WIC:** (SEE EXHIBIT S)
    A. **Approval to pay back wage payment for overtime worked during the period 10/07/00 to 07/06/03 for 152 employees**
    B. **Approval to create obj. 131 in Acct. #3-1292-441-00-350-001-3 & line item transfer - $ 22,709.59**

    NO ACTION taken on item 17.A. & B.

18. **Sheriff Department:** (SEE EXHIBIT T)
    A. **Approval to appropriate the December 31, 2002 fund balance (unreserved) in the amount of $ 52,135.78 in the Sheriff's Inv. Fund 104**

    On motion of Commissioner Flores, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

    B. **Approval to appropriate the December 31, 2002 fund balance (unreserved) in the amount of $ 12,303.43 in the Sheriff's Inv. Fund 102**

    On motion of Commissioner Garza, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

    C. **Discussion and action to change the work week of Law Enforcement Personnel from 86 hours a week to 80 hours a week**

    On motion of Commissioners' Handy, and Flores, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval, effective March 24, 2003.

    D. **Approval of budget amendment for Adult Detention Facility - $ 27,595.03**

    On motion of Commissioner Handy, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

## FINANCIAL COST ESTIMATE

**1. NAME OF PROGRAM / ASSISTANCE:** Local Border Security Program FY 2013

**2. APPLICANT NAME:**

**3. ESTIMATED MONTHLY EXPENSES:**

*a. Personnel Estimate*

| Position | Number of Personnel | Hourly Rate | Overtime Rate (Time and 1/2) | Number of O/T Hours per Person per Day | Number of Days | Salary | FICA 7.65% | Total Salary & Fringe |
|---|---|---|---|---|---|---|---|---|
| Supervisor | 1 | $25.93 | $38.90 | 6 | 3 | $700.11 | $53.56 | $753.67 |
| Supervisor | 1 | $23.57 | $35.36 | 6 | 3 | $636.39 | $48.68 | $685.07 |
| Sr Deputy | 2 | $22.95 | $34.43 | 6 | 3 | $1,239.30 | $94.81 | $1,334.11 |
| Sr Deputy | 2 | $21.43 | $32.15 | 6 | 3 | $1,157.22 | $88.53 | $1,245.75 |
| Sr Deputy | 1 | $20.70 | $31.05 | 6 | 3 | $558.90 | $42.76 | $601.66 |
| Deputy | 2 | $19.48 | $29.22 | 6 | 3 | $1,051.92 | $80.47 | $1,132.39 |
| Deputy | 1 | $18.82 | $28.23 | 6 | 3 | $508.14 | $38.87 | $547.01 |
| | | | | | | | **Total Personnel Estimates** | **$6,299.66** |

*b. Travel & Per Diem Estimate*

| Position | Number of Personnel | Commercial Travel Costs | Mileage from / to County | Estimated Ave. Daily Miles | Number of Days | Total Mileage Cost | Hotel Rate $85 Maximum | Hotel Tax Rate | Meals $36 Maximum | Travel Totals |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | $0.00 | | $0.00 | | $0.00 |
| | | | | | | $0.00 | | $0.00 | | $0.00 |
| | | | | | | | | | **Total Travel & Per Diem Estimate** | $0.00 |

*c. Operational Cost Estimate*

| | Number of Cars | Number of Miles per Car | Number of Days | Rate per Mile | Subtotal |
|---|---|---|---|---|---|
| *Mileage* | 10 | 102.12 | 3 | $0.555 | $1,700.30 |
| *Fuel Costs* | | | | | |
| *Other Costs* | | | | | |
| | | | | **Total Operational Cost Estimate** | **$1,700.30** |

*NOTE: Estimate either for fuel or mileage, not both.

FILL IN SHADED FIELDS ONLY

**4. NUMBER OF MONTHS IN THE GRANT PERIOD:** 5

**5. ARE YOU PAID MONTHLY OR BI-MONTHLY:** BI-MONTHLY

**6. INDICATE THE NUMBER OF HOURS IN YOUR PAY PERIOD:** 80

X _____

Signature of Grant Official

**7. TOTAL AMOUNT OF APPLICATION**

| | Total Grant |
|---|---|
| a. Personnel Estimate | $31,498.28 |
| b. Travel & Per Diem Estimate | $0.00 |
| c. Operational Cost Estimate | $8,501.49 |
| **Total Expenses** | **$39,999.77** |

**8. TYPE OF PAYMENT YOU PREFER: (check one)**

Reimbursement: X

ONE TIME Advance Payment Request:

Form A-4
(11/01)

**DATE:** March 7, 2013

**DEPARTMENT HEAD:** Constable Pct 3 - Constable Gallardo

**2013**
**Appropriation**

**DEPARTMENT NAME:** Constable Precinct No. 3

**ACCOUNT NUMBER:** 3-1284-421-00-293-080-3-XXX LBSP GRANT

**Contact Person:** Raquel Ramos **Ph#:** 956-205-7031

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

**REVISED 03-15-13 AS PER HECTOR SANDOVAL**

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 |
|---|---|---|---|
| 3-1284-421-00-293-080-3-131 | CONST.PCT NO. 3- LBSP GRANT | OVERTIME | 29,259.90 |
| 3-1284-421-00-293-080-3-220 | CONST.PCT NO. 3- LBSP GRANT | FICA | 2,238.60 |
| 3-1284-421-00-293-080-3-581 | CONST.PCT NO. 3- LBSP GRANT | TRAVEL IN COUNTY | 8,501.50 |
| | | | |
| | | | |
| | | | |
| | | | |
| 3-1284-334-10-293-080-3-000 | CONST.PCT NO. 3- LBSP | REVENUES | 40,000.00 |
| | | | |
| | | | |
| | | **TOTAL BUDGET INCREASE (DECREASE)** | **40,000.00** |

**REASON:** TO APPROPRIATE THE FY-13 LBSP PROGRAM GRANT FUNDS AWARDED TO THE CONSTABLE PCT NO. 3 OFFICE BY THE TEXAS DEPARTMENT OF PUBLIC SAFETY, TEXAS RANGER DIVISION FOR OVERTIME EXPENDITURES. GRANT PERIOD EFFECTIVE 01/01/2013 TO 08/31/2013. (GRANT AWARD NO. LBSP13-27)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

# COUNTY of HIDALGO




EDINBURG, TEXAS 78539

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

March 15, 2013

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

**RE: Certification of Revenue**

Dear Judge and Commissioners:

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

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Texas Ranger Division - Texas Department of Public Safety. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

| AMOUNT | PURPOSE |
|---|---|
| $40,000.00 | Award No. LBSP-13-27 (Constable Pct. 3) |

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

3/15/13
Date

HIDALGO COUNTY DISTRICT JUDGES

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

**AI-37488** **Constables 8. B.**

**CC REGULAR**

**Meeting Date:** 03/20/2013

**Submitted By:** Rachel Cavazos, CONSTABLE PCT. #3

**Department:** CONSTABLE PCT. #3

## Information

**CAPTION**

Constable Pct. 3 (1257):
Approval of 2013 appropriation of funds from the US Treasury (Equitable Sharing fund 1257) for the Constable Pct. 3 in the amount of $10,000.00.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1257-421-00-293-016-0-XXX

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

**BUDGETARY IMPACT:**

2013 funds available pending closeout of 2012 fund balance. See attached appropriation.

## Attachments

appropriation

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 03/06/2013 01:48 PM |
| Rosalinda Cantu | Rosie Cantu | 03/07/2013 10:44 AM |
| Purchasing Department | Monica Badillo | 03/15/2013 04:22 PM |

Form Started By: Rachel Cavazos Started On: 03/06/2013 11:53 AM

Final Approval Date: 03/15/2013

**DATE:** March 18, 2013

**2013**
**Transfer**

**DEPARTMENT HEAD:** Constable Lazaro Gallardo, Jr.

**DEPARTMENT NAME:** Hidalgo County Constable Pct. 3

**ACCOUNT NUMBER:** 3-1257-421-00-293-016-0-XXX

**Contact Person:** Raquel Ramos **Ph#:** 956-205-7031

**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 |
|---|---|---|
| | | |
| 3-1257-421-00-293-016-0-583 | Const. Equitable Sharing - Out of County Travel | $ 2,000.00 |
| 3-1257-421-00-293-016-0-584 | Const. Equitable Sharing - Registration Fees | $ 2,000.00 |
| 3-1257-421-00-293-016-0-611 | Const. Equitable Sharing - Police Supplies | $ 2,000.00 |
| 3-1257-421-00-293-016-0-664 | Const. Equitable Sharing - Other Minor Equipment | $ 2,000.00 |
| 3-1257-421-00-293-016-0-672 | Const. Equitable Sharing - Equip. & Vehicle R&M Supplies | $ 2,000.00 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | **TOTAL BUDGET INCREASE (DECREASE)** | $ 10,000.00 |

REASON: To appropriate the Hidalgo County Constable Precinct 3 U.S. Treasury funds received from the HIDTA department through the equitable sharing for State and Local Law Enforcement program. REF: AI 35733 CC 12/28/12.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

**AI-37481** **Constables 8. C.**

**CC REGULAR**

**Meeting Date:** 03/20/2013

**Submitted By:** Rachel Cavazos, CONSTABLE PCT. #3

**Department:** CONSTABLE PCT. #3

## Information

**CAPTION**

Constable Pct. 3- Invest. HB 65 (1230):
Consideration and approval of 2013 appropriation of funds for the Constable Pct. 3 Investigation HB65 in the amount of $4,621.19.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1230-421-00-293-010-0-XXX

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

**BUDGETARY IMPACT:**

FUNDS AVAILABLE 2013 FUND BALANCE. SEE APPROPRIATION.

## Attachments

APPROPRIATION

balance sheet

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 03/06/2013 01:39 PM |
| Rosalinda Cantu | Rosie Cantu | 03/07/2013 01:28 PM |
| Purchasing Department | Monica Badillo | 03/15/2013 04:22 PM |

Form Started By: Rachel Cavazos Started On: 03/06/2013 11:03 AM

Final Approval Date: 03/15/2013

**DATE:** March 18, 2013

**2013**
**Transfer**

**DEPARTMENT HEAD:** Constable Lazaro Gallardo, Jr.

**DEPARTMENT NAME:** Hidalgo County Constable Pct. 3

**ACCOUNT NUMBER:** 3-1230-421-00-293-010-0-XXX

**Contact Person:** Raquel Ramos **Ph#:** 956-205-7031

**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 |
|---|---|---|
| | | |
| 3-1230-421-00-293-010-0-583 | CONST. 3 INVEST HB65 - OUT OF COUNTY TRAVEL | $ 175.90 |
| 3-1230-421-00-293-010-0-584 | CONST. 3 INVEST HB65 - REGISTRATION FEES | $ 50.00 |
| 3-1230-421-00-293-010-0-611 | CONST. 3 INVEST HB65 - POLICE SUPPLIES | $ 2,673.00 |
| 3-1230-421-00-293-010-0-664 | CONST. 3 INVEST HB65 - OTHER MINOR EQUIP. | $ 1,395.77 |
| 3-1230-421-00-293-010-0-665 | CONST. 3 INVEST HB65 - MINOR COMP EQUIP. | $ 1.00 |
| 3-1230-421-00-293-010-0-672 | CONST. 3 INVEST HB65 - EQ. & VEH. R&M SUPPLIES | $ 325.52 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | **TOTAL BUDGET INCREASE (DECREASE)** | $ 4,621.19 |

REASON: TO APPORPRIATE THE 2013 HB65 BUDGET FOR CONST. PCT 3.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

| Account No/Description | Beginning Balance | Current Balance | YTD Balance | Ending Balance |
|---|---|---|---|---|
| **Fund 1230 CONSTABLE PCT 3 INVESTIGATION HB65** | | | | |
| 3-1230-202-00-000-000-0-000 CONST PCT.3 INVESTIG HB65-ACCTS PAYABLE | 1,299.00 | .00 | -1,299.00 | .00 |
| **Total Liabilities** | **1,299.00** | **.00** | **-1,299.00** | **.00** |
| 3-1230-270-00-000-000-0-000 CONST PCT.3 INVESTIG HB65-BUDGETED F/B | .00 | .00 | .00 | .00 |
| 3-1230-253-00-000-000-0-000 CONST PCT.3 INVESTIG HB65-FUND BALANCE | 4,621.19 | .00 | .00 | 4,621.19 |
| **Total Equity** | **4,621.19** | **.00** | **.00** | **4,621.19** |
| 3-1230-275-00-000-000-0-000 CONST PCT.3 INVESTIG HB65-ESTIM REVENUES | .00 | .00 | .00 | .00 |
| 3-1230-276-00-000-000-0-000 CONST PCT.3 INVESTIG HB65-REVENUES | .00 | .00 | .00 | .00 |
| 3-1230-271-00-000-000-0-000 CONST PCT.3 INVESTIG HB65-APPROPRIATIONS | .00 | .00 | .00 | .00 |
| 3-1230-272-00-000-000-0-000 CONST PCT.3 INVESTIG HB65-EXPENDITURES | .00 | .00 | .00 | .00 |
| 3-1230-273-00-000-000-0-000 CONST PCT.3 INVESTIG HB65-ENCUMBR CONTRL | .00 | .00 | .00 | .00 |
| 3-1230-274-00-000-000-0-000 CONST PCT.3 INVESTIG HB65-RESERVED ENCUM | .00 | .00 | .00 | .00 |
| **Total Controls** | **.00** | **.00** | **.00** | **.00** |
| **Total Equity and Control** | **4,621.19** | **.00** | **.00** | **4,621.19** |
| **Total Liabilities and Equity** | **5,920.19** | **.00** | **-1,299.00** | **4,621.19** |

*Fund is in Balance .00

**AI-37450** **Constables 8. D.**

**CC REGULAR**

**Meeting Date:** 03/20/2013

**Submitted By:** Rachel Cavazos, CONSTABLE PCT. #3

**Department:** CONSTABLE PCT. #3

## Information

### CAPTION

Constable Pct. #3 (1100):
Requesting approval to process payment of the following invoice as a claims to Mission Quick Lube, Inc., with authority for the County Treasurer to issue payment after review, audit, and processing procedures are completed by the County Auditor:

| Invoice Date | Invoice No | Amount | Req. |
|---|---|---|---|
| 01/30/13 | 3631758 | $83.65 | 232872 |

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1100-421-00-293-001-0-432

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

**BUDGETARY IMPACT:**

Available balance in requisition # 232872 as of 03-07-13.

## Attachments

invoice

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 03/05/2013 02:08 PM |
| Rosalinda Cantu | Rosie Cantu | 03/07/2013 11:20 AM |
| Purchasing Department | Monica Badillo | 03/15/2013 04:22 PM |

Form Started By: Rachel Cavazos Started On: 03/05/2013 09:06 AM

Final Approval Date: 03/15/2013

Express CARE Valvoline

3631758

MISSION QUICK LUBE, INC
2001 N CONWAY
MISSION TX 78572
Fax:9567200818

DATE 01/30/2013 8:47
**INVOICE NO.** 00004-03631758
TRANSACTION NO. 130130003631758
EMPLOYEES ND JAV

## CUSTOMER INFORMATION

Hidalgo Co. Constable
.
.
MISSION, TX 78574

## VEHICLE INFORMATION

YEAR 2008
MAKE FORD
MODEL F-150 PICKUP
ENGINE 8cyl 5.4L FI
VIN# VIN: 1FTPX14V08FB16667
LICENSE PLATE 1038707
ALTERNATE ID
MILEAGE 88836

## FLEETS

COUTIO C COUNTY OF HIDALGO (CONSTA
0

## SERVICE HISTORY

| DATE | MILEAGE | SERVICES |
|---|---|---|
| 01/30/13 | 88836 | FS RTS |
| 08/30/12 | 83120 | FS AF INS |
| 06/15/12 | 78337 | FS |
| 02/01/12 | 73200 | FS |
| 11/07/11 | 67983 | FS |
| 08/30/11 | 63800 | INS |
| 08/15/11 | 62900 | FS RAF |
| 04/05/11 | 56750 | FF |

## SERVICE CHECKLIST

| | | |
|---|---|---|
| 1. | ENGINE OIL | SYNTHETIC |
| 2. | OIL FILTER | REPLACED |
| 3. | CHASSIS LUBRICATION | COMPLETED |
| 4. | REAR DIFF FLUID | FULL |
| 5. | TRANS/TRANSAXLE FLUID | REC REPLCD |
| 6. | LIGHT CHECK | COMPLETED |
| 7. | WIPER BLADES | CHECKED OK |
| 8. | AIR FILTER | CHECKED OK |
| 9. | CABIN AIR FILTER | CHECKED OK |
| 10. | SERPENTINE BELT | CHECKED OK |
| 11. | BRAKE FLUID | SENSOR OK |
| 12. | POWER STEERING FLUID | FULL |
| 13. | BATTERY FLUID | FULL |
| 14. | RADIATOR FLUID | FULL |
| 15. | WINDSHIELD WASH FLUID | ADDED |
| 16. | TIRE PRESSURE | F35 R35 |

## DESCRIPTION

| DESCRIPTION | QTY. | PRICE |
|---|---|---|
| FULL SVC SYNTHETIC OIL | 1.00 | 43.17 |
| TAXABLE PARTS | 1.00 | 28.78 |
| V0105 OIL FILTER | 1.00 | 0.00 |
| VALVOLINE SYNPOWER 5/20 | 7.00 | 21.00 |
| REC. TRANSMISSION SERVICE | 1.00 | 0.00 |

Valvoline

| | |
|---|---|
| SUBTOTAL | 92.95 |
| DISCOUNT (FLT10) | 9.30- |
| SALE | 83.65 |
| TAXABLE PARTS | 0.00 |
| NONTAXABLE LABOR | 83.65 |
| TOTAL | 83.65 |
| CHARGE | 83.65 |

Tax Exempt #: 100

## SERVICE COMMENTS

## MESSAGES

Recommend next service on 04/30/2013 at 93836 miles.
WE ARE NOW VALVOLINE EXPRESS CARE FOR YOUR CONVENIENCE.
DE NUESTRA FAMILIA A SU FAMILIA! Phone: (956)585-5823

INVOICE RECEIVED BY:
on 01-30-13
GOODS/SERVICES RECEIVED BY:
on 1-30-13
3-1100-421-00-273-0012-432

X [signature] #321
Cardholder acknowledges receipt of goods and/or services in the amount of the total shown hereon and agrees to perform the obligations set forth in the Cardholder's agreement with the issuer.

**OIL WARNING!** IF YOUR OIL WARNING LIGHT COMES ON (OR YOUR GAUGE LOSES PRESSURE) **STOP** YOUR CAR IMMEDIATELY! **NEVER** OPERATE YOUR ENGINE WHEN THE OIL WARNING LIGHT IS ON!

Express CARE Valvoline

## SERVICE REMINDER

VEHC. ID. 1038707
NEXT SERVICE DATE 04/30/2013
NEXT SERVICE MILEAGE 93836
LAST OIL USED V05/20

*Thank You*

**AI-37539** **Human Resources 9. A.**

**CC REGULAR**

**Meeting Date:** 03/20/2013

**Submitted By:** Sylvia Rios, HUMAN RESOURCES/CIVIL SERVICE

**Department:** HUMAN RESOURCES/CIVIL SERVICE

## Information

### CAPTION

Purchasing Department (1100):
1. Approval of the following personnel actions:

| Action | Position Title | Slot # | Budgeted Salary |
|---|---|---|---|
| Delete | Buyer II | 0016 | 39,108.00 |
| Delete | Administrative Assistant II | 0020 | 31,045.00 |
| Delete | Surplus Specialist | 0022 | 31,404.00 |
| Delete | Clerk II | 0026 | 22,303.00 |
| Create | Inventory Specialist V | 0032 | 43,284.00 |
| Create | Purchase Order Specialist III | 0033 | 40,078.00 |
| Create | Surplus Specialist II | 0034 | 34,360.00 |

2. Requesting permission to advertise/hire for the following full time positions:

| Position Title | Slot # | Salary |
|---|---|---|
| Inventory Specialist V | 0032 | 43,284.00 |
| Purchase Order Specialist III | 0033 | 40,078.00 |
| Surplus Specialist II | 0034 | 34,360.00 |

3. Approval of revised salary schedule.

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1100-415-18-160-001-0-XXX

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

**BUDGETARY IMPACT:**

No Budgetary Impact - Cost Savings.

## Attachments

PARs
Job Descriptions
Fiscal Note
Revised salary schedule
Requisitions

# Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 03/08/2013 10:48 AM |
| Sylvia Solis | Sylvia Solis | 03/15/2013 09:23 AM |
| Rosalinda Cantu | Rosie Cantu | 03/15/2013 12:22 PM |
| Purchasing Department | Monica Badillo | 03/15/2013 04:22 PM |

Form Started By: Sylvia Rios Started On: 03/08/2013 08:21 AM

Final Approval Date: 03/15/2013

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
MAR 05 2013
HUMAN RESOURCES

**DEPARTMENT NAME/NUMBER:** Purchasing 160 **DATE:** 2/28/2013

**CURRENT POSITION TITLE:** Buyer II **CURRENT SLOT. #:** 016

**REQUESTED POSITION TITLE:**
**(For new positions or reclassifications)**

**REQUEST FOR:**

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

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

**POSITION SALARY REQUEST:**

Salary Amount: $ ~~37,969.00~~ 39,108.00 (Current Budgeted Salary) $ _____ (Proposed Budgeted Salary) $ (39,108.00) (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

**POSITION Type:**

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

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

Enter hourly rate for temp. positions

$ _____

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

HIDALGO COUNTY BUDGET OFFICE
2013 MAR 8 PM 2 03

**TEMPORARY POSITIONS:**

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

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

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

The department operates with 3 Buyer IIs + 3 Buyer IIIs. Currently that covers our procurement demands. This deletion is necessary to complete the Purchase Order DIVISION which is greatly under staffed.

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

sdfsdfsdf

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

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

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

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | |
|---|---|---|---|---|---|
| 1. | Martha L Salazar<br>DEPARTMENT HEAD | 3/5/13<br>DATE | FUNDING AVAILABLE IN DEPT. BUDGET | ☒ YES | ☐ NO |
| 2. | Esther A. Cortez / MR<br>HUMAN RESOURCES DIRECTOR | 03-05-13<br>DATE | PERSONNEL PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 3. | Ima R. Arguindegui<br>DEPARTMENT OF BUDGET & MANAGEMENT | 3/11/13<br>DATE | BUDGET PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 4. | COMMISSIONERS COURT APPROVAL | DATE | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
MAR 05 2013
HUMAN RESOURCES

**DEPARTMENT NAME/NUMBER:** Purchasing 160 **DATE:** 2/28/2013

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

**REQUESTED POSITION TITLE:**
**(For new positions or reclassifications)**

**REQUEST FOR:**

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

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

**POSITION SALARY REQUEST:**

Salary Amount: $ ~~30,141.00~~ 31,045.00 (Current Budgeted Salary) $ _____ (Proposed Budgeted Salary) $ (31,045.00) (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

HIDALGO COUNTY
BUDGET OFFICE
13 MAR 8 PM 2:39

**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)

This position is being deleted due to incorporating the duties and responsibilities w/ the Clerk III + Procurement card Specialist, which means this position is no longer needed.

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

sdfsdfsdf

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

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

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

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | |
|---|---|---|---|---|---|
| 1. Martha L Salazar<br>DEPARTMENT HEAD | 3-5-13<br>DATE | FUNDING AVAILABLE IN DEPT. BUDGET | ☒ YES | ☐ NO |
| 2. Esther A. Cortez/jgp<br>HUMAN RESOURCES DIRECTOR | 03.05.13<br>DATE | PERSONNEL PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 3. Lina L. Briones<br>DEPARTMENT OF BUDGET & MANAGEMENT | 3/11/13<br>DATE | BUDGET PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 4. COMMISSIONERS COURT APPROVAL | DATE | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
MAR 05 2013
HUMAN RESOURCES

**DEPARTMENT NAME/NUMBER:** Purchasing 160 **DATE:** 2/28/2013

**CURRENT POSITION TITLE:** Surplus Specialist **CURRENT SLOT. #:** 022

**REQUESTED POSITION TITLE:**
**(For new positions or reclassifications)**

**REQUEST FOR:**

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

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

**POSITION SALARY REQUEST:**

Salary Amount: $ ~~30,489.00~~ 31,404.00 (Current Budgeted Salary) $ _____ (Proposed Budgeted Salary) $ (31,404.00) (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

HIDALGO COUNTY BUDGET OFFICE
13 MAR 8 PM 2:39

**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)

This position is being removed to create a position that will handle more of the administration and reconciliation of the Surplus inventory, which demands a higher expertise and education to maintain the proper documentation and monthly reconciliation of the inventory

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

sdfsdfsdf

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

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

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

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | |
|---|---|---|---|---|---|
| 1. | Martha L Salazar<br>DEPARTMENT HEAD | 3-5-13<br>DATE | FUNDING AVAILABLE IN DEPT. BUDGET | ☒ YES | ☐ NO |
| 2. | Esther a. Cortez /sfa<br>HUMAN RESOURCES DIRECTOR | 03.05.13<br>DATE | PERSONNEL PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 3. | [signature]<br>DEPARTMENT OF BUDGET & MANAGEMENT | 3/11/13<br>DATE | BUDGET PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 4. | COMMISSIONERS COURT APPROVAL | DATE | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
MAR 05 2013
HUMAN RESOURCES

**DEPARTMENT NAME/NUMBER:** Purchasing 160 **DATE:** 2/28/2013

**CURRENT POSITION TITLE:** Clerk II **CURRENT SLOT. #:** 026

**REQUESTED POSITION TITLE:**
**(For new positions or reclassifications)**

**REQUEST FOR:**

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

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

**POSITION SALARY REQUEST:**

Salary Amount: $ ~~21,653.00~~ 22,303.00 (Current Budgeted Salary) $ _____ (Proposed Budgeted Salary) $ (22,303.00) (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

HIDALGO COUNTY
BUDGET OFFICE
2013 MAR 8 PM 2 39

**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)

This position is being deleted due to fact the duties were uncorporated with the Clerk III responsibilitres.and these position is no longer necessary

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

sdfsdfsdf

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

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

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

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | |
|---|---|---|---|---|---|
| 1. | Martha L Salazar<br>DEPARTMENT HEAD | 3-5-13<br>DATE | FUNDING AVAILABLE IN DEPT. BUDGET | ☒ YES | ☐ NO |
| 2. | Esther A. Cortez /epa<br>HUMAN RESOURCES DIRECTOR | 03-05-13<br>DATE | PERSONNEL PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 3. | [illegible]<br>DEPARTMENT OF BUDGET & MANAGEMENT | 03/11/13<br>DATE | BUDGET PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 4. | COMMISSIONERS COURT APPROVAL | DATE | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
MAR 05 2013
HUMAN RESOURCES

**DEPARTMENT NAME/NUMBER:** Purchasing Department **DATE:** 2/27/2013

**CURRENT POSITION TITLE:** **CURRENT SLOT. #:** 0032

**REQUESTED POSITION TITLE:** Inventory Specialist V
**(For new positions or reclassifications)**

**REQUEST FOR:**

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

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

**POSITION SALARY REQUEST:**

Salary Amount: $ _____ (Current Budgeted Salary) $ $ 43,284.00 (Proposed Budgeted Salary) $ 43,284.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

2013 MAR 8 PM 2 39
HIDALGO COUNTY
BUDGET OFFICE

**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)

This Position is being requested to help monitor the information being inputted into the ALIO FIS module, work with the GASB DEPRECIATION REPORT, ASSIST with the reconciliation of the FIS and FAS modules.

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

sdfsdfsdf

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

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

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

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | |
|---|---|---|---|---|---|
| 1. Martha L Salazar | DEPARTMENT HEAD | 3/5/13 DATE | FUNDING AVAILABLE IN DEPT. BUDGET | ☑ YES | ☐ NO |
| 2. sdfgsdfg | HUMAN RESOURCES DIRECTOR | 3/12/13 DATE | PERSONNEL PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | 3/11/13 DATE | BUDGET PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 4. | COMMISSIONERS COURT APPROVAL | DATE | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
MAR 05 2013
HUMAN RESOURCES

**DEPARTMENT NAME/NUMBER:** Purchasing Department **DATE:** 2/27/2013

**CURRENT POSITION TITLE:** **CURRENT SLOT. #:** 0033

**REQUESTED POSITION TITLE:** Purchase Order Specialist III
**(For new positions or reclassifications)**

**REQUEST FOR:**

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

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

**POSITION SALARY REQUEST:**

Salary Amount: $ _____ (Current Budgeted Salary) $ $ 40,078.00 (Proposed Budgeted Salary) $ 40,078.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

RECEIVED
2013 MAR 8 PM 2:39
HIDALGO COUNTY
BUDGET OFFICE

**POSITION Type:**

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

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

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

**TEMPORARY POSITIONS:**

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

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

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

The POS III is necessary to efficiently supervise, Administer and manage the purchase order process as it has become a very "audited" function which involves specific verification of cooperative purchasing contracts, repair/maintenance/service agreements, junior buyer duties - responsibilities and many more crucial tasks (ie: NIGP codes) etc.

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

sdfsdfsdf

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

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

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

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | |
|---|---|---|---|---|---|
| 1. Martha L Salazar | DEPARTMENT HEAD | 3/5/13 DATE | FUNDING AVAILABLE IN DEPT. BUDGET | ☒ YES | ☐ NO |
| 2. Esther Salinas | HUMAN RESOURCES DIRECTOR | 3/12/13 DATE | PERSONNEL PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 3. [signature] | DEPARTMENT OF BUDGET & MANAGEMENT | 3/11/13 DATE | BUDGET PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 4. | COMMISSIONERS COURT APPROVAL | DATE | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
MAR 05 2013
HUMAN RESOURCES

**DEPARTMENT NAME/NUMBER:** Purchasing Department **DATE:** 2/27/2013

**CURRENT POSITION TITLE:** **CURRENT SLOT. #:** 0034

**REQUESTED POSITION TITLE:** Surplus Specialist II
**(For new positions or reclassifications)**

**REQUEST FOR:**

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

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

**POSITION SALARY REQUEST:**

Salary Amount: $ _____ (Current Budgeted Salary) $ $ 34,360.00 (Proposed Budgeted Salary) $ 34,360.00 (Net Change)

HIDALGO COUNTY BUDGET OFFICE
13 MAR 8 PM 2 39

Position to be funded from one of the following:

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

☐ Other _____

**POSITION Type:**

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

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

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

**TEMPORARY POSITIONS:**

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

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

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

This position is being requested to administer the documentation of the Surplus inventory. Also update County website for upcoming Auctions and County Inventory to transfer out to Departments.

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

sdfsdfsdf

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

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

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

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | |
|---|---|---|---|---|---|
| 1. X Martha L Salazar | DEPARTMENT HEAD | 3/5/13 DATE | FUNDING AVAILABLE IN DEPT. BUDGET | ☒ YES | ☐ NO |
| 2. Esther G Cortez Hg | HUMAN RESOURCES DIRECTOR | 3/12/13 DATE | PERSONNEL PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 3. [signature] | DEPARTMENT OF BUDGET & MANAGEMENT | 3/11/13 DATE | BUDGET PROCEDURES COMPLETED | ☒ YES | ☐ NO |
| 4. | COMMISSIONERS COURT APPROVAL | DATE | | | |

# INVENTORY SPECIALIST V

## GRADE: 12

## GENERAL DESCRIPTION

Performs highly advanced (senior-level) inventory work; Overseeing Inventory files pertaining to Machinery and Equipment, Buildings, Roadways, and Other structures such as parks and landfills; monitoring inventory operations for compliance with established procedures; Works under moderate supervision, with limited latitude for the use of initiative and independent judgment.

## EXAMPLES OF WORK PERFORMED

Oversees accounting records of purchases, assigns inventory numbers to items, and maintains inventory and stock control records

Oversees Inventory files and prepare monthly reports for Fixed Asset Division and other Departments such as Auditors and Budget Office

Conducts (Periodically) physical inventory count and Reconcile with Inventory Books

Oversees estimates of supplies and merchandise needs, and approves requests for replenishing supplies and merchandise

Oversees and maintains an inventory database including pictures of heavy equipment, buildings, Roads, and other Inventory at management discretion

Disposes of surplus property, and arranges and rotates if necessary

May prepare purchase orders

May train others

May assign and/or supervise the work of others

Secures the best competitive prices from vendors

Ensure an efficient system of Inventory management and control, and recommends improvements

Develops inventory control program guidelines and policies

May operate a forklift

Performs related work as assigned

## GENERAL QUALIFICATION GUIDELINES

### Experience and Education

Graduation from an accredited four-year college or university with a Bachelor's degree in business, public administration or a related field. In addition a minimum of five (5) years of experience in governmental accounting or inventory control.

Experience and education may be substituted for one another using the following guidelines: Two (2) years of experience may substitute on (1) year of education with a maximum substitution of two (2) years:

Three (3) years of college/university in course work described herein including minimum of four (7) years of experience in related or equivalent government work.

### Certificates, License & 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

### Knowledge, Skills, and Abilities

Knowledge of Inventory practices, methods, and procedures

Ability to transfer Inventory from one location to another, and review Inventory policy for Compliance

## PHYSICAL DEMANDS:

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

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

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

## WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

## SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

# PURCHASE ORDER SPECIALIST III

## GRADE: 11

## GENERAL DESCRIPTION

Under the direction & supervision of Purchasing Agent, manages the overall operation of Purchase Order functions and responsibilities. Directly handles the requisition, Purchase order process and ALIO system. When necessary and/or required, seeks approval of agreement requiring Commissioners' Court approval. Handles the obtaining of legal counsel approval as to form of documents. Creates and maintains operating and/or capitol copier leases for Hidalgo County. Develops and creates training schedules for all procurement personnel as may be needed. Documents the internal education/training of those charged with the procurement function. Assures continuous education of Purchase Order Specialists. Establishes cross training of staff. Creates, develops and implements production schedules and performance measures of Purchase Order Specialists. Reviews and assess the auditing effectiveness of Purchase Order Specialists and all other function related to or necessary for the efficient and effective operations of the Purchase Order staff.

## EXAMPLES OF WORK PERFORMED

Obtain materials and services for Hidalgo County by evaluating department requisitions and vendor quotes to determine the most responsible supplies. Work to keep customers satisfied, ensuring all purchases are legal

Analyzes department requisitions to determine which vendors provide materials, services, and products at the best price and delivery

Issues purchase orders for all commodities assigned or as requested

Prepares price quotations, sends out, receives, evaluates, makes recommendations for purchase, and issues purchase order if evaluation criteria is met

Creates and administers bid specifications, quotations, and proposals according to state law and County procedures. Evaluates and recommends best bid

Issues purchase orders and resolves problems arising from nonconforming specifications, poor services, late delivery, cancelled orders, improper invoicing, and back orders

Prepares bid specifications for annual price agreements and issues bid. Conducts bid opening and makes award recommendations

Monitors existing bids to ensure compliance; Conducts renewals/bids and initiates new ones as required

Resolves invoicing problems to ensure prompt payment for all purchase orders issued

Attends interdepartmental planning meetings where long-range goals involve the purchasing function

Performs all other related duties involved in the operation of the business as assigned or required

## GENERAL QUALIFICATION GUIDELINES

### Experience and Education

Minimum Bachelor's degree or equivalent in Business related field from an accredited school of higher learning. National Certified Purchasing Manager designation preferred; Minimum of six (6) years experience in related area (i.e. federal, state or local government or University System). Two (2) years experience maybe substituted for one (1) year of education such as;

Associates degree with ten (10) years direct purchasing experience or 1year of education with (12) years direct purchasing experience

High School/GED Diploma with (20) years direct purchasing experience

### Knowledge, Skills and Abilities

Excellent written and verbal communication skills required

Interacts with the Commissioners Court, Elected Officials, Department Heads, Department Staff and/or Private Business Organizations and the general public

Computer knowledge and experience in Excel, word processing and computerized purchasing system required

## PHYSICAL DEMANDS:

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

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

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

## WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

**SAFETY REQUIREMENTS:**

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

# SURPLUS SPEICIALSIT II

**GRADE: 08**

## GENERAL DESCRIPTION

Performs advanced (senior-level) inventory work; Overseeing surplus inventory from various departments pertaining to machinery, equipment, furniture, computers, and other items; Manage inventory for compliance with established procedures; Works under moderate supervision with limited latitude for the use of initiative and independent judgment.

## EXAMPLES OF WORK PERFORMED

Develop and maintain a database for assets up for auction and assets that can be transferred to departments in need of assets

Reconcile Surplus Inventory Reports with Accounting Records on a monthly basis

Prepares auction list and agenda items to present to Commissioners' Court for approval of disposition of assets through auction, destruction, etc

Prepares and submits the auction reports after each auction within the guidelines of the Fixed Asset Manager

Maintains the County Website with current information regarding auctions and any surplus asset available to County Departments

Coordinate and assist with Inventory Surplus (picking up asset(s) from the departments and delivering the item(s) to the current auctioneer)

On a yearly basis conduct an inventory of the warehouses (County Surplus Warehouse and the Auctioneer's Warehouse) and submits reports to the Fixed Assets Manager

Conduct yearly trainings to County Departments in regards to surplus procedures and proper submission of forms

Performs other tasks and duties as assigned

## GENERAL QUALIFICATION GUIDELINES

### Experience and/or Education

Graduation from an accredited four-year college or university with a Bachelor's Degree in Business, Accounting or Finance

Experience and education may be substituted for one another using the following guidelines; Two (2) years of experience may substitute one (1) year of education with a maximum substitution of two (2) years:

Three (3) years of college/university in course work described herein including minimum of two (2) years of experience in related or equivalent government work.

**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.

**Knowledge, Skills, and Abilities**

Knowledge of Accounting, inventory practices, methods, and procedures

Both verbal and written communication

Organizational and customer service skills

Ability to transfer inventory from one location to another

Operate a variety of office equipment including a computer

Proficient with MS applications such as Excel and Word

Experience with general clerical work

**PHYSICAL DEMANDS:**

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

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

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

**WORK ENVIRONMENT:**

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job; the noise level in the work environment is usually moderate.

## SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

# HIDALGO COUNTY
## DEPARTMENT OF BUDGET & MANAGEMENT
### FISCAL NOTE

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

**To:** **Commissioner' Court**
**From:** **Sergio Cruz, Budget Officer**
**CC Date:** **Tuesday, March 19, 2013** **Agenda Item:** 37539

**Summary of request/proposal:**
PURCHASING DEPT. (1100):
Approval to delete and/or create the following regular full-time positions:

| Fund | Position | Slot# | Obj | Current Budgeted Salary | Proposed Budgeted Salary | Total Requested |
|---|---|---|---|---|---|---|
| 1100 | BUYER | 0016 | 113 | 39,108.00 | 0.00 | (39,108.00) |
| 1100 | SURPLUS SPECIALIST | 0022 | 113 | 31,404.00 | 0.00 | (31,404.00) |
| 1100 | ADMINISTRATIVE ASSISTANT II | 0020 | 113 | 31,045.00 | 0.00 | (31,045.00) |
| 1100 | CLERK II | 0026 | 113 | 22,303.00 | 0.00 | (22,303.00) |
| 1100 | INVENTORY SPECIALIST V | 0032 | 113 | 0.00 | 43,284.00 | 43,284.00 |
| 1100 | PURCHASE ORDER SPECIALIST III | 0033 | 113 | 0.00 | 40,078.00 | 40,078.00 |
| 1100 | SURPLUS SPECIALIST II | 0034 | 113 | 0.00 | 34,360.00 | 34,360.00 |
| | | | | 123,860.00 | 117,722.00 | (6,138.00) |

**Budgetary Impact:**

| INCREASE/DECREASE ACCOUNT NUMBER | | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|---|
| 3-1100-415-18-160-001-0- | 113 | PURCHASING DEPT. - | REG F/T EMPLOYEES | ($4,844.55) |
| 3-1100-415-18-160-001-0- | 211 | PURCHASING DEPT. - | HEALTH INSURANCE | ($3,286.53) |
| 3-1100-415-18-160-001-0- | 212 | PURCHASING DEPT. - | LIFE INSURANCE | ($21.31) |
| 3-1100-415-18-160-001-0- | 220 | PURCHASING DEPT. - | FICA | ($370.61) |
| 3-1100-415-18-160-001-0- | 230 | PURCHASING DEPT. - | RETIREMENT | ($499.96) |
| 3-1100-415-18-160-001-0- | 250 | PURCHASING DEPT. - | UNEMPLOYMENT COMP | ($24.22) |
| 3-1100-415-18-160-001-0- | 260 | PURCHASING DEPT. - | WORKER'S COMP | ($2.42) |
| | | | | |
| | | | 2013 Budgetary Impact | ($9,049.60) |

2014 Budgetary Impact: ($11,465.76)

**Possible Funding Sources:** NO BUDGETARY IMPACT - COST SAVINGS

**Comments:**

| |
|---|
| |
| |
| |
| |

**Hidalgo Co. Budget Office**

**2/3/2005**

# HIDALGO COUNTY
## COMMISSIONER COURT
## 2013 SALARY SCHEDULE

**3-1100-415-18-160-001-0**

**AI - 37539**

**PURCHASING**

| Slot # | Obj Code | POSITION TITLE | 2012 BUDGETED SALARY | 2013 ADJUSTED SALARY | 2013 BASE SALARY | % Inc. | AMOUNT INCREASE | OTHER INCREASE | 2013 BUDGETED SALARY APPROVED | 2013 ACTUAL SALARY | Other Allowances | | | | | 2013 ACTUAL TOTAL COMPENSATION |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 | |
| 0001 | 112 | PURCHASE AGENT | $105,297.00 | $0.00 | $105,297.00 | 0.03 | $3,158.91 | $0.00 | $108,456.00 | $108,456.00 | $1,680.00 | $0.00 | $0.00 | $0.00 | $0.00 | $110,136.00 |
| 0003 | 113 | FIXED ASSET MANAGER | $56,434.00 | $0.00 | $56,434.00 | 0.03 | $1,693.02 | $0.00 | $58,127.00 | $58,127.00 | $360.00 | $0.00 | $0.00 | $0.00 | $0.00 | $58,487.00 |
| 0004 | 113 | PROCUREMENT MANAGER | $52,254.00 | $0.00 | $52,254.00 | 0.03 | $1,567.62 | $0.00 | $53,822.00 | $53,822.00 | $1,320.00 | $0.00 | $0.00 | $0.00 | $0.00 | $55,142.00 |
| 0005 | 113 | ASSISTANT FIXED ASSET MANAGER | $46,747.00 | $209.00 | $46,956.00 | 0.03 | $1,408.68 | $0.00 | $48,365.00 | $48,365.00 | $1,200.00 | $0.00 | $0.00 | $0.00 | $0.00 | $49,565.00 |
| 0006 | 113 | PROCUREMENT PROCESS COORD | $44,799.00 | $0.00 | $44,799.00 | 0.03 | $1,343.97 | $0.00 | $46,143.00 | $46,143.00 | $840.00 | $0.00 | $0.00 | $0.00 | $0.00 | $46,983.00 |
| 0007 | 113 | CONTRACTS MANAGER | $46,314.00 | $0.00 | $46,314.00 | 0.03 | $1,389.42 | $0.00 | $47,703.00 | $47,703.00 | $1,140.00 | $0.00 | $0.00 | $0.00 | $0.00 | $48,843.00 |
| 0008 | 113 | CONTRACTS MANAGER | $46,314.00 | $0.00 | $46,314.00 | 0.03 | $1,389.42 | $0.00 | $47,703.00 | $47,703.00 | $720.00 | $0.00 | $0.00 | $0.00 | $0.00 | $48,423.00 |
| 0009 | 113 | CONTRACTS MANAGER | $46,314.00 | $0.00 | $46,314.00 | 0.03 | $1,389.42 | $0.00 | $47,703.00 | $47,703.00 | $840.00 | $0.00 | $0.00 | $0.00 | $0.00 | $48,543.00 |
| 0010 | 113 | BUYER III | $41,481.00 | $469.00 | $41,950.00 | 0.03 | $1,258.50 | $0.00 | $43,208.00 | $43,208.00 | $960.00 | $0.00 | $0.00 | $0.00 | $0.00 | $44,168.00 |
| 0011 | 113 | BUYER III | $40,078.00 | $0.00 | $40,078.00 | 0.03 | $1,202.34 | $0.00 | $41,280.00 | $41,280.00 | $1,140.00 | $0.00 | $0.00 | $0.00 | $0.00 | $42,420.00 |
| 0012 | 113 | INVENTORY SPECIALIST IV | $39,707.00 | $0.00 | $39,707.00 | 0.03 | $1,191.21 | $0.00 | $40,898.00 | $40,898.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $41,198.00 |
| 0013 | 113 | INVENTORY SPECIALIST III | $37,385.00 | $0.00 | $37,385.00 | 0.03 | $1,121.55 | $0.00 | $38,507.00 | $38,507.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $38,807.00 |
| 0014 | 113 | BUYER II | $37,969.00 | $0.00 | $37,969.00 | 0.03 | $1,139.07 | $0.00 | $39,108.00 | $39,108.00 | $420.00 | $0.00 | $0.00 | $0.00 | $0.00 | $39,528.00 |
| ~~0016~~ | ~~113~~ | ~~BUYER II~~ | ~~$37,969.00~~ | ~~$0.00~~ | ~~$37,969.00~~ | ~~0.03~~ | ~~$1,139.07~~ | ~~$0.00~~ | ~~$39,108.00~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$0.00~~ |
| 0017 | 113 | BUYER II | $35,563.00 | $437.00 | $36,000.00 | 0.03 | $1,080.00 | $0.00 | $37,080.00 | $37,080.00 | $720.00 | $0.00 | $0.00 | $0.00 | $0.00 | $37,800.00 |
| 0018 | 113 | BUYER II | $37,969.00 | $0.00 | $37,969.00 | 0.03 | $1,139.07 | $0.00 | $39,108.00 | $39,108.00 | $900.00 | $0.00 | $0.00 | $0.00 | $0.00 | $40,008.00 |
| 0019 | 113 | PURCHASE ORDER SPECIALIST II | $34,360.00 | $58.00 | $34,418.00 | 0.03 | $1,032.54 | $0.00 | $35,451.00 | $35,451.00 | $720.00 | $0.00 | $0.00 | $0.00 | $0.00 | $36,171.00 |
| ~~0020~~ | ~~113~~ | ~~ADMINISTRATIVE ASSISTANT II~~ | ~~$30,141.00~~ | ~~$0.00~~ | ~~$30,141.00~~ | ~~0.03~~ | ~~$904.23~~ | ~~$0.00~~ | ~~$31,045.00~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$0.00~~ |
| 0021 | 113 | PURCHASE ORDER SPECIALIST I | $30,489.00 | $0.00 | $30,489.00 | 0.03 | $914.67 | $0.00 | $31,404.00 | $31,404.00 | $660.00 | $0.00 | $0.00 | $0.00 | $0.00 | $32,064.00 |
| ~~0022~~ | ~~113~~ | ~~SURPLUS SPECIALIST~~ | ~~$30,489.00~~ | ~~$0.00~~ | ~~$30,489.00~~ | ~~0.03~~ | ~~$914.67~~ | ~~$0.00~~ | ~~$31,404.00~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$0.00~~ |
| 0023 | 113 | PURCHASE ORDER SPECIALIST I | $29,458.00 | $0.00 | $29,458.00 | 0.03 | $883.74 | $0.00 | $30,342.00 | $30,342.00 | $420.00 | $0.00 | $0.00 | $0.00 | $0.00 | $30,762.00 |
| 0024 | 113 | CLERK III | $25,256.00 | $0.00 | $25,256.00 | 0.03 | $757.68 | $0.00 | $26,014.00 | $26,014.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,014.00 |
| 0025 | 113 | TRAVEL CARD SPECIALIST | $40,078.00 | $0.00 | $40,078.00 | 0.03 | $1,202.34 | $0.00 | $41,280.00 | $41,280.00 | $840.00 | $0.00 | $0.00 | $0.00 | $0.00 | $42,120.00 |
| ~~0026~~ | ~~113~~ | ~~CLERK II~~ | ~~$21,653.00~~ | ~~$0.00~~ | ~~$21,653.00~~ | ~~0.03~~ | ~~$649.59~~ | ~~$0.00~~ | ~~$22,303.00~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$0.00~~ |
| 0027 | 113 | BUYER III | $40,078.00 | $0.00 | $40,078.00 | 0.03 | $1,202.34 | $0.00 | $41,280.00 | $41,280.00 | $1,020.00 | $0.00 | $0.00 | $0.00 | $0.00 | $42,300.00 |
| 0028 | 113 | INVENTORY SPECIALIST III | $31,815.00 | $0.00 | $31,815.00 | 0.03 | $954.45 | $0.00 | $32,769.00 | $32,769.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $32,769.00 |
| 0029 | 113 | BUYER III | $41,481.00 | $0.00 | $41,481.00 | 0.03 | $1,244.43 | $0.00 | $42,725.00 | $42,725.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $43,025.00 |
| 0030 | 113 | INVENTORY SPECIALIST III | $36,271.00 | $0.00 | $36,271.00 | 0.03 | $1,088.13 | $0.00 | $37,359.00 | $37,359.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $37,359.00 |
| 0031 | 113 | CLERK III | $27,024.00 | $0.00 | $27,024.00 | 0.03 | $810.72 | $0.00 | $27,835.00 | $27,835.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $27,835.00 |
| **0032** | **113** | **INVENTORY SPECIALIST V** | **$0.00** | **$43,284.00** | **$43,284.00** | **0** | **$0.00** | **$0.00** | **$43,284.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** |
| **0033** | **113** | **PURCHASE ORDER SPECIALIST III** | **$0.00** | **$40,078.00** | **$40,078.00** | **0** | **$0.00** | **$0.00** | **$40,078.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** |
| **0034** | **113** | **SURPLUS SPECIALIST II** | **$0.00** | **$34,360.00** | **$34,360.00** | **0** | **$0.00** | **$0.00** | **$34,360.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** |
| | | | $1,050,935.00 | $118,895.00 | $1,169,830.00 | | $31,563.24 | $0.00 | $1,201,392.00 | $1,083,670.00 | $16,800.00 | $0.00 | $0.00 | $0.00 | $0.00 | $1,100,470.00 |

**Approval to delete and/ or created the above highlighted full-time positions.**
**All personnel actions pending CC approval.**

RECEIVED
MAR 14 2013
HUMAN RESOURCES

# HUMAN RESOURCES DEPARTMENT REQUISTION FORM

FORWARD COMPLETED FORM TO: HUMAN RESOURCES DIRECTOR

FROM (NAME OF DEPARTMENT): Purchasing

ANNOUNCE VACANCY USING (check one box)

☐ INTERNAL ANNOUNCEMENT PROCUDURE ☒ OPEN ANNOUNCEMENT PROCEDURE

POSITION TITLE / GRADE Inventory Specialist V 12-1

☒ NEW POSITION OR REPLACEMENT FOR: _____ EMPLOYEE NO _____

DEPT NO 160 POSITION/SLOT NO _____

ADVERTISED SALARY: 43,284.00 OTHER COMPENSATION: N/A COMPENSATION TYPE: N/A

SPECIAL REQUIREMENTS: _____

WORK LOCATION / HOURS: 2812 S. Bus. Hwy 281 Edinburg, Tx 78539

CONTACT PERSON: Martha L. Salazar EXTENSION / PHONE NO: 956-318-2626 x1862

Martha L Salazar
Department Head or Elected Official

3/14/13
Date

FUNDS AVAILABLE: YES ✓ NO ____ DATE OF FUND AVAILABILITY: _____

BUDGETED SALARY, GRADE & STEP: 43,284.00 12-1

BUDGETED OTHER ALLOWANCES: _____

APPROVED HR CHIEF OF STAFF / DATE

APPROVED HR DIRECTOR / DATE

Approval by Commissioner's Court Required: YES____ NO____. If yes, attach copy of approval and/or date of agenda and item number and have authorized representative of Commissioner's Court sign below:

Commissioner's Court Signature / Date

Closing Date

Revised Date: May 2008

# HUMAN RESOURCES DEPARTMENT REQUISTION FORM

RECEIVED
MAR 14 2013
HUMAN RESOURCES

FORWARD COMPLETED FORM TO: HUMAN RESOURCES DIRECTOR

FROM (NAME OF DEPARTMENT): Purchasing

ANNOUNCE VACANCY USING (check one box)

☐ INTERNAL ANNOUNCEMENT PROCUDURE ☒ OPEN ANNOUNCEMENT PROCEDURE

POSITION TITLE / GRADE Surplus Specialist II 9-1

NEW POSITION OR REPLACEMENT FOR: _____ EMPLOYEE NO _____

DEPT NO 160 POSITION/SLOT NO _____

ADVERTISED SALARY: 34,360.00 OTHER COMPENSATION: N/A COMPENSATION TYPE: N/A

SPECIAL REQUIREMENTS: _____

WORK LOCATION / HOURS: 2812 S Bus Hwy 281 Edinburg, Tx 78539

CONTACT PERSON: Martha L Salazar EXTENSION / PHONE NO: 956-318-2626 x 862

Martha L Salazar
Department Head or Elected Official

3/14/13
Date

FUNDS AVAILABLE: YES ☒ NO ☐ DATE OF FUND AVAILABILITY: _____

BUDGETED SALARY, GRADE & STEP: $ 34,360.00 9-1

BUDGETED OTHER ALLOWANCES: N/A

APPROVED HR CHIEF OF STAFF / DATE

APPROVED HR DIRECTOR / DATE

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

Commissioner's Court Signature / Date

Closing Date

Revised Date: May 2008

RECEIVED
MAR 14 2013
HUMAN RESOURCES

# HUMAN RESOURCES DEPARTMENT REQUISTION FORM

FORWARD COMPLETED FORM TO: HUMAN RESOURCES DIRECTOR

FROM (NAME OF DEPARTMENT): Purchasing

ANNOUNCE VACANCY USING (check one box)

☐ INTERNAL ANNOUNCEMENT PROCUDURE ☒ OPEN ANNOUNCEMENT PROCEDURE

POSITION TITLE / GRADE Purchase Order Specialist III 11-1

☒ NEW POSITION OR REPLACEMENT FOR _____ EMPLOYEE NO _____

DEPT NO 160 POSITION/SLOT NO _____

ADVERTISED SALARY: $40,078.00 OTHER COMPENSATION: N/A COMPENSATION TYPE: N/A

SPECIAL REQUIREMENTS: _____

WORK LOCATION / HOURS: 2812 S. Bus Hwy 281 Edinburg, Tx 78539

CONTACT PERSON: Martha L Salazar EXTENSION / PHONE NO: 956-318-2626 4862

Martha L Salazar
Department Head or Elected Official

3/14/13
Date

FUNDS AVAILABLE: YES ☒ NO ☐ DATE OF FUND AVAILABILITY: _____

BUDGETED SALARY, GRADE & STEP: $40,078.00 11-1

BUDGETED OTHER ALLOWANCES: _____

APPROVED HR CHIEF OF STAFF / DATE

APPROVED HR DIRECTOR / DATE

Approval by Commissioner's Court Required: YES____ NO____. If yes, attach copy of approval and/or date of agenda and item number and have authorized representative of Commissioner's Court sign below:

Commissioner's Court Signature / Date

Closing Date

Revised Date: May 2008

**AI-37453** **Human Resources 9. B.**

**CC REGULAR**

**Meeting Date:** 03/20/2013

**Submitted By:** Sylvia Rios, HUMAN RESOURCES/CIVIL SERVICE

**Department:** HUMAN RESOURCES/CIVIL SERVICE

## Information

### CAPTION

Health and Human Services (1100):
1. Approval of the following personnel actions:

| *Action* | *Dept/Pgm#* | *Slot #* | *Position Title* | *Budgeted Salary* |
|---|---|---|---|---|
| Delete | 340-001 Admin. | 0027 | Family Planning Aide | 26,014.00 |
| Delete | 340-001 Admin. | 0033 | Eligibility Specialist I | 24,929.00 |
| Delete | 340-003 Clinics | 0041 | Clerk III | 26,014.00 |
| Create | 340-001 Admin. | 0051 | Medical Technician II | 26,014.00 |
| Create | 340-001 Admin. | 0052 | Clerk II | 24,929.00 |
| Create | 340-003 Clinics | 0133 | Billing Specialist III | 26,014.00 |

2. Requesting permission to advertise/hire for the following full time positions:

| *Position Title* | *Slot No.* | *Dept/Pgm#* | *Budgeted Salary* |
|---|---|---|---|
| Medical Technician II | 0051 | 340-001 Admin. | 26,014.00 |
| Clerk II | 0052 | 340-001 Admin. | 24,929.00 |
| Billing Specialist III | 0133 | 340-003 Clinics | 26,014.00 |

3. Approval of the revised salary schedules.

### BACKGROUND

Personnel requisitions were requested from HR department on 03-07-13.

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1100-441-00-340-001-0-XXX

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

**BUDGETARY IMPACT:**

HEALTH ADMIN:
NO BUDGETARY/ FISCAL IMPACT.

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1100-441-00-340-003-0-XXX

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

**BUDGETARY IMPACT:**

HEALTH CLINICS:
NO BUDGETARY/ FISCAL IMPACT.

---

## Attachments

PAR FORMS & JOB DESCRIPTIONS
revised salary schedule
fiscal notes
Requisitions

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 03/05/2013 03:01 PM |
| Rosalinda Cantu | Rosie Cantu | 03/07/2013 01:49 PM |
| Sylvia Solis | Sylvia Solis | 03/07/2013 04:34 PM |
| Purchasing Department | Monica Badillo | 03/15/2013 04:22 PM |

Form Started By: Sylvia Rios Started On: 03/05/2013 10:45 AM

Final Approval Date: 03/15/2013

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
FEB 28 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HEALTH - ADM DIVISION (340-001) DATE: 2/27/2013

CURRENT POSITION TITLE: FAMILY PLANNING AIDE CURRENT SLOT #: 0027

REQUESTED POSITION TITLE:

**REQUEST FOR:**

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

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

**POSITION SALARY REQUEST:**

Salary Amount:

| $ 26,014.00 | $ 0.00 | $ (26,014.00) |
|---|---|---|
| Current G&S/ Budgeted Salary | Proposed G&S/ Budgeted Salary | Net Change |

Position to be funded from one of the following:

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

☐ Other _____

**POSITION Type:**

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

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

**TEMPORARY POSITIONS:** N/A

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

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

FLSA:
Exempt ☐
Non-Exempt ☒

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

To delete slot as duties are not in line with the position that is needed.

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

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

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

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | | |
|---|---|---|---|---|---|---|
| 1. | DEPARTMENT HEAD | 2-28-13 Date | FUNDING AVAILABLE IN DEPT. BUDGET | [X] | YES | [ ] NO |
| 2. | Heather A. Cortez/sfe HUMAN RESOURCES DIRECTOR | 03.05.13 Date | PERSONNEL PROCEDURES COMPLETED | [✓] | YES | [ ] NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | 03/07/2013 Date | BUDGET PROCEDURES COMPLETED | [✓] | YES | [ ] NO |
| 4. | COMMISSIONERS' COURT APPROVAL | Date | | | | |

# HIDALGO COUNTY

## Personnel Adjustment Request Form

RECEIVED
FEB 28 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HEALTH - ADM DIVISION (340-001) DATE: 2/27/2013

CURRENT POSITION TITLE: ELIGIBILITY SPECIALIST I CURRENT SLOT #: 0033

REQUESTED POSITION TITLE:

**REQUEST FOR:**

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other DELETE

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

**POSITION SALARY REQUEST:**

Salary Amount:

| $ 24,929.00 | $ 0.00 | $ (24,929.00) |
|---|---|---|
| Current G&S/ Budgeted Salary | Proposed G&S/ Budgeted Salary | Net Change |

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other

**POSITION Type:**

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] Enter hourly rate for temp. positions

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

**TEMPORARY POSITIONS:** N/A

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

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

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

To delete slot as duties are not in line with the position that is needed.

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

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

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

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1. | DEPARTMENT HEAD | 2-28-13 Date | FUNDING AVAILABLE IN DEPT. BUDGET | [X] | YES | [ ] | NO |
| 2. | Esther A. Cortez /efr HUMAN RESOURCES DIRECTOR | 03.05.13 Date | PERSONNEL PROCEDURES COMPLETED | [✓] | YES | [ ] | NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | 03/07/2013 Date | BUDGET PROCEDURES COMPLETED | [✓] | YES | [ ] | NO |
| 4. | COMMISSIONERS' COURT APPROVAL | Date | | | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
FEB 28 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HEALTH - CLINICS DIVISION (340-003) DATE: 2/27/2013

CURRENT POSITION TITLE: CLERK III CURRENT SLOT #: 0041

REQUESTED POSITION TITLE:

**REQUEST FOR:**

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

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

**POSITION SALARY REQUEST:**

Salary Amount:

| $ 26,014.00 | $ 0.00 | $ (26,014.00) |
|---|---|---|
| Current G&S/ Budgeted Salary | Proposed G&S/ Budgeted Salary | Net Change |

Position to be funded from one of the following:

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

☐ Other _____

**POSITION Type:**

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

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

**TEMPORARY POSITIONS:** N/A

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

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

FLSA:
Exempt ☐
Non-Exempt ☒

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

To delete slot as duties are not in line with the position that is needed.

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

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

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

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | | |
|---|---|---|---|---|---|---|
| 1. | DEPARTMENT HEAD | 2-28-13 Date | FUNDING AVAILABLE IN DEPT. BUDGET | [X] | YES | [ ] NO |
| 2. | Esther A. Cortez/apr HUMAN RESOURCES DIRECTOR | 03.05.13 Date | PERSONNEL PROCEDURES COMPLETED | [✓] | YES | [ ] NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | 03/07/2013 Date | BUDGET PROCEDURES COMPLETED | [✓] | YES | [ ] NO |
| 4. | COMMISSIONERS' COURT APPROVAL | Date | | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
FEB 28 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HEALTH - ADM DIVISION (340-001) DATE: 2/27/2013

CURRENT POSITION TITLE: CURRENT SLOT #: N/A

REQUESTED POSITION TITLE: MEDICAL TECHNICIAN II NEW SLOT # 051 pfr

**REQUEST FOR:**

[X] New Position [ ] Temporary Position [ ] Position Reclassification* [ ] Other _____

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

**POSITION SALARY REQUEST:**

Salary Amount:

$ _____ Current G&S/ Budgeted Salary $ 26,014.00 Proposed G&S/ Budgeted Salary $ 26,014.00 Net Change

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other _____

**POSITION Type:**

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

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

**TEMPORARY POSITIONS:** N/A

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

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

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

This position is needed to provide essential clinic services.

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

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

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

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | | |
|---|---|---|---|---|---|---|
| 1. | DEPARTMENT HEAD | 2-28-13 Date | FUNDING AVAILABLE IN DEPT. BUDGET | [X] | YES | [ ] NO |
| 2. | Esther A. Cortez/efe HUMAN RESOURCES DIRECTOR | 03.05.13 Date | PERSONNEL PROCEDURES COMPLETED | [✓] | YES | [ ] NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | 03/07/2013 Date | BUDGET PROCEDURES COMPLETED | [✓] | YES | [ ] NO |
| 4. | COMMISSIONERS' COURT APPROVAL | Date | | | | |

# MEDICAL TECHNICIAN II

**GRADE: 07**

## GENERAL DESCRIPTION

Assist and augment the Registered Nurse (RN) in the performance of clinical duties and treatment of clients. Perform technical nursing functions. Under direction, administer medications and immunizations in the clinic. Assist with medical care documentation and reports. Function autonomously in the absence of the RN within his or her scope of practice/training to provide medical support and to conduct the operations of the medical unit.

## EXAMPLES OF WORK PERFORMED

Assists with medical screens and physical exams, i.e., vital signs, height, weight, history

Assists with pelvic exams and STD testing

Draws blood for HIV and DNA testing

Assesses residents' medical complaints and reports to the RN

Treats residents' minor complaints

Prepares and dispenses prescribed medications to residents

Assists the physician with daily clinic activities and directs medical unit in the RN's absence

Sets up and maintains medical files, files drug screens, lab reports, SASSI, TB results, and documents medical records

Keeps statistics on drug screens, number of youth on psychotropic medications

Prepares medical records for youth committed to the Texas Youth Commission

Maintains clinic environment and supplies

Assists with nursing tasks under the supervision of the RN

Under the physician's direction, administers immunizations and other injections as needed

Performs technical testing and lab procedures

Provides health education with job scope and refers appropriately

Records vaccine administration information and prepares report of vaccine usage

Monitors clinic supply inventory; assists with maintaining adequate levels and properly stores and inventories biological and other testing materials

Performs all other related duties as assigned

## GENERAL QUALIFICATION GUIDELINES

### Experience and Education

Two (2) years of college in a related field or equivalent job related work experience; Two (2) years hospital experience as a nurse and laboratory technician. Certification required in Patient Care Technician, Phlebotomy, CPR and First Aid.

### Knowledge, Skills, and Abilities

Ability to make decisions about patient medical conditions in order to make appropriate referrals, including medical emergencies; any questions concerning illness or injury beyond the scope of experience and any questions concerning prescription medications are referred to Supervisor

Position may require professional interaction(s) with the Health Department, Probation Officers, TYC Probation Officer, Patients, Purchasing Agents, Client Family Members, AccuChem Laboratories, Quest Diagnostic, TYC, Private Health Facilities, and Vendors

## PHYSICAL DEMANDS:

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

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

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

## WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

## SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
FEB 28 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HEALTH - ADM DIVISION (340-001) DATE: 2/27/2013

CURRENT POSITION TITLE: CURRENT SLOT #: N/A

REQUESTED POSITION TITLE: CLERK II NEW SLOT # 052

**REQUEST FOR:**

[X] New Position [ ] Temporary Position [ ] Position Reclassification* [ ] Other _____

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

**POSITION SALARY REQUEST:**

Salary Amount:

| $ _____ | $ 24,929.00 | $ 24,929.00 |
|---|---|---|
| Current G&S/ Budgeted Salary | Proposed G&S/ Budgeted Salary | Net Change |

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other _____

**POSITION Type:**

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

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

**TEMPORARY POSITIONS:** N/A

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

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

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

This position is needed to provide essential clinic services.

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

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

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

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1. | DEPARTMENT HEAD | 2-28-13 Date | FUNDING AVAILABLE IN DEPT. BUDGET | [X] | YES | [ ] | NO |
| 2. | Esthela A. Cortez/Jefe HUMAN RESOURCES DIRECTOR | 03.05.13 Date | PERSONNEL PROCEDURES COMPLETED | [✓] | YES | [ ] | NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | 03/07/2013 Date | BUDGET PROCEDURES COMPLETED | [✓] | YES | [ ] | NO |
| 4. | COMMISSIONERS' COURT APPROVAL | Date | | | | | |

# CLERK II

## GRADE: 03

## GENERAL DESCRIPTION

Performs routine (journey-level) clerical work in areas such as bookkeeping, inventory control, statistics, employment, human resources, and purchasing; Work involves compiling and tabulating data, checking documents for accuracy, transporting documents, and maintaining files; Works under moderate supervision with limited latitude for the use of initiative and independent judgment.

## EXAMPLES OF WORK PERFORMED

Produces and proofs correspondence, reports, purchase orders, summaries, manuals, vouchers, records, and other related forms

Answers inquiries regarding policies and procedures, assists the public and staff in filling out forms, and provides information to the public by mail or phone

Posts information to agency records and modifies forms or records

Assembles, organizes, and tabulates data and performs arithmetical computations; may prepare charts, graphs, and tables

Files and maintains forms, records, and reports

Opens and distributes incoming mail and prepares mail-outs

Performs data entry and retrieval

May receive shipments and supplies, inspect for damage, and check for correct quality and quantity

May maintain office schedules and appointments and provide notification of appointments.

May perform back-up receptionist or telephone switchboard duties

May receive, maintain accountability for, and forward payments to the appropriate agency staff

May assist in balancing accounts by running tapes and proofreading

May prepare summaries of balances and cost information and formulate other reports as required

May administer employment tests

May arrange the scheduling, transfer, and display of surplus property

May receive and count cash

Performs related work as assigned

## GENERAL QUALIFICATION GUIDELINES

### Experience and Education

One (1) year experience in clerical work. Graduation from a standard senior high school or equivalent is generally preferred. Experience and education may be substituted for one another.

### Knowledge, Skills, and Abilities

Knowledge of business or program terminology, methods, and procedures; of office procedures; and of spelling, punctuation, grammar, and arithmetic

Skill in using a personal computer and office equipment

MS Word and Excel

Ability to prepare and maintain detailed records, files, and reports; to type accurately at a speed consistent with work requirements; and to transfer stock from one location to another

### Registration, Certification, or Licensure

May require a valid driver's license

## PHYSICAL DEMANDS:

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

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

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

## WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

**SAFETY REQUIREMENTS:**

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

# HIDALGO COUNTY

## Personnel Adjustment Request Form

RECEIVED
FEB 28 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HEALTH - ADM DIVISION (340-003) DATE: 2/27/2013

CURRENT POSITION TITLE: CURRENT SLOT #: N/A

REQUESTED POSITION TITLE: BILLING SPECIALIST III NEW SLOT # 0133

**REQUEST FOR:**

[X] New Position [ ] Temporary Position [ ] Position Reclassification* [ ] Other _____

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

**POSITION SALARY REQUEST:**

Salary Amount:

| $ _____ | $ 26,014.00 | $ 26,014.00 |
|---|---|---|
| Current G&S/ Budgeted Salary | Proposed G&S/ Budgeted Salary | Net Change |

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other _____

**POSITION Type:**

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

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

**TEMPORARY POSITIONS:** N/A

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

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

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

This position is needed to perform essential billing operations in Health Dept. Billing Division.

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

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

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

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1. | DEPARTMENT HEAD | 2-28-13 Date | FUNDING AVAILABLE IN DEPT. BUDGET | [X] | YES | [ ] | NO |
| 2. | Esther A. Cortez/apr HUMAN RESOURCES DIRECTOR | 03.05.13 Date | PERSONNEL PROCEDURES COMPLETED | [✓] | YES | [ ] | NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | 03/07/2013 Date | BUDGET PROCEDURES COMPLETED | [✓] | YES | [ ] | NO |
| 4. | COMMISSIONERS' COURT APPROVAL | Date | | | | | |

# BILLING SPECIALIST III

**GRADE: 05**

## GENERAL DESCRIPTION

Employee performs moderate-level billing work. Work involves collecting, posting, and managing account payments. Employee works under close supervision with minimal latitude for the use of initiative and independent judgment.

## EXAMPLES OF WORK PERFORMED

Analyze and process all billing transactions

Authorize billing adjustments

Performs various collection actions including calling clients by phone, correcting and resubmitting billing to proper entities

Follow up on all past due invoices and failed billing

Indentify, understand, address, and prevent delinquency issues

Ensure all tasks and duties are completed within county guidelines and policies

Conduct research and perform reconciliations on transactions

Will create reports showing delinquent accounts

Maintains strict confidentiality and adheres to all guidelines/requirements

Will work on weekly and monthly billing process

Performs related work as assigned

## GENERAL QUALIFICATION GUIDELINES

### Experience and Education

Two (2) years related experience in billing with some college hours is preferred. Graduation from a standard senior high school is required. Experience and education may be substituted for one another.

## Knowledge, Skills, and Abilities

Knowledge of MS Word and Excel

Must have strong knowledge of billing and financial concepts

Strong analytical skills

Excellent oral and written communication

## PHYSICAL DEMANDS:

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

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

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

## WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

## SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

# HIDALGO COUNTY
## COMMISSIONER COURT
### 2013 SALARY SCHEDULE

**3-1100-441-00-340-001-0**

**AI - 37453**

**HEALTH ADMIN**

| Slot # | Obj Code | POSITION TITLE | 2012 BUDGETED SALARY | 2013 ADJUSTED SALARY | 2013 BASE SALARY | % Inc. | AMOUNT INCREASE | OTHER INCREASE | 2013 BUDGETED SALARY APPROVED | 2013 ACTUAL SALARY | Other Allowances | | | | | 2013 ACTUAL TOTAL COMPENSATION |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 | |
| 0001 | 112 | CHIEF ADMIN OFFCR | $108,355.00 | $0.00 | $108,355.00 | 0.03 | $3,250.65 | $0.00 | $111,606.00 | $111,606.00 | $600.00 | $0.00 | $0.00 | $0.00 | $0.00 | $112,206.00 |
| 0002 | 113 | ACCOUNTANT III | $49,344.00 | $0.00 | $49,344.00 | 0.03 | $1,480.32 | $0.00 | $50,824.00 | $50,824.00 | $600.00 | $0.00 | $0.00 | $0.00 | $0.00 | $51,424.00 |
| 0004 | 113 | EXECUTIVE ASSISTANT I | $40,078.00 | $0.00 | $40,078.00 | 0.03 | $1,202.34 | $0.00 | $41,280.00 | $41,280.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $41,280.00 |
| 0006 | 113 | HEALTH INSPECTOR II | $34,360.00 | $574.00 | $34,934.00 | 0.03 | $1,048.02 | $0.00 | $35,982.00 | $35,391.00 | $480.00 | $0.00 | $0.00 | $5,000.00 | $0.00 | $40,871.00 |
| 0008 | 113 | HEALTH INSPECTOR I | $32,551.00 | $0.00 | $32,551.00 | 0.03 | $976.53 | $0.00 | $33,528.00 | $33,528.00 | $840.00 | $0.00 | $0.00 | $5,000.00 | $0.00 | $39,368.00 |
| 0009 | 113 | HEALTH INSPECTOR I | $31,520.00 | $281.00 | $31,801.00 | 0.03 | $954.03 | $0.00 | $32,755.00 | $32,755.00 | $720.00 | $0.00 | $0.00 | $5,000.00 | $0.00 | $38,475.00 |
| 0010 | 113 | ANIMAL CONTROL SPECIALIST II | $29,186.00 | $0.00 | $29,186.00 | 0.03 | $875.58 | $0.00 | $30,062.00 | $30,062.00 | $960.00 | $0.00 | $0.00 | $0.00 | $0.00 | $31,022.00 |
| 0011 | 113 | HEALTH INSPECTOR I | $30,489.00 | $340.00 | $30,829.00 | 0.03 | $924.87 | $0.00 | $31,754.00 | $31,754.00 | $600.00 | $0.00 | $0.00 | $5,000.00 | $0.00 | $37,354.00 |
| 0012 | 113 | SEPTIC TANK INSPECTOR | $30,489.00 | $340.00 | $30,829.00 | 0.03 | $924.87 | $0.00 | $31,754.00 | $31,754.00 | $720.00 | $0.00 | $0.00 | $5,000.00 | $0.00 | $37,474.00 |
| 0013 | 113 | HEALTH INSPECTOR I | $31,096.00 | $0.00 | $31,096.00 | 0.03 | $932.88 | $0.00 | $32,029.00 | $31,754.00 | $420.00 | $0.00 | $0.00 | $5,000.00 | $0.00 | $37,174.00 |
| 0014 | 113 | HEALTH INSPECTOR I | $30,489.00 | $340.00 | $30,829.00 | 0.03 | $925.00 | $0.00 | $31,754.00 | $31,754.00 | $0.00 | $0.00 | $0.00 | $5,000.00 | $0.00 | $36,754.00 |
| 0016 | 113 | ANIMAL CONTROL SPECIALIST II | $28,231.00 | $57.00 | $28,288.00 | 0.03 | $848.64 | $0.00 | $29,137.00 | $29,137.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $29,437.00 |
| 0017 | 113 | ANIMAL CONTROL SPECIALIST II | $28,231.00 | $57.00 | $28,288.00 | 0.03 | $848.64 | $0.00 | $29,137.00 | $29,137.00 | $780.00 | $0.00 | $0.00 | $0.00 | $0.00 | $29,917.00 |
| 0018 | 113 | ANIMAL CONTROL SPECIALIST II | $28,231.00 | $0.00 | $28,231.00 | 0.03 | $846.93 | $0.00 | $29,078.00 | $29,078.00 | $420.00 | $0.00 | $0.00 | $0.00 | $0.00 | $29,498.00 |
| 0019 | 113 | ADMINISTRATIVE ASSISTANT III | $27,420.00 | $2.00 | $27,422.00 | 0.03 | $822.66 | $0.00 | $28,245.00 | $28,245.00 | $1,320.00 | $0.00 | $0.00 | $0.00 | $0.00 | $29,565.00 |
| 0021 | 113 | ANIMAL CONTROL SPECIALIST I | $25,839.00 | $0.00 | $25,839.00 | 0.03 | $775.17 | $0.00 | $26,614.00 | $26,614.00 | $840.00 | $0.00 | $0.00 | $0.00 | $0.00 | $27,454.00 |
| 0022 | 113 | ANIMAL CONTROL SPECIALIST I | $25,839.00 | $0.00 | $25,839.00 | 0.03 | $775.17 | $0.00 | $26,614.00 | $26,614.00 | $420.00 | $0.00 | $0.00 | $0.00 | $0.00 | $27,034.00 |
| 0023 | 113 | ANIMAL CONTROL SPECIALIST I | $25,839.00 | $0.00 | $25,839.00 | 0.03 | $775.17 | $0.00 | $26,614.00 | $26,614.00 | $600.00 | $0.00 | $0.00 | $0.00 | $0.00 | $27,214.00 |
| 0024 | 113 | ANIMAL CONTROL SPECIALIST I | $25,839.00 | $0.00 | $25,839.00 | 0.03 | $775.17 | $0.00 | $26,614.00 | $26,614.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,614.00 |
| 0025 | 113 | MATERIALS CLERK | $25,256.00 | $186.00 | $25,442.00 | 0.03 | $763.26 | $0.00 | $26,205.00 | $26,205.00 | $900.00 | $0.00 | $0.00 | $0.00 | $0.00 | $27,105.00 |
| 0026 | 113 | CLERK III | $27,908.00 | $0.00 | $27,908.00 | 0.03 | $837.24 | $0.00 | $28,745.00 | $28,745.00 | $660.00 | $0.00 | $0.00 | $0.00 | $0.00 | $29,405.00 |
| **0027** | **113** | **DELETE THE FOLLOWING POSITION FAMILY PLANNING AIDE** | **$25,256.00** | **$0.00** | **$25,256.00** | **0.03** | **$758.00** | **$0.00** | **$26,014.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** |
| 0028 | 113 | CLERK III | $27,024.00 | $0.00 | $27,024.00 | 0.03 | $810.72 | $0.00 | $27,835.00 | $27,835.00 | $840.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,675.00 |
| 0030 | 113 | ELIGIBILITY SPECIALIST I | $24,203.00 | $0.00 | $24,203.00 | 0.03 | $726.09 | $0.00 | $24,929.00 | $24,929.00 | $360.00 | $0.00 | $0.00 | $0.00 | $0.00 | $25,289.00 |
| 0031 | 113 | CLERK III | $25,256.00 | $0.00 | $25,256.00 | 0.03 | $757.68 | $0.00 | $26,014.00 | $26,014.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,014.00 |
| 0032 | 113 | ELIGIBILITY SPECIALIST I | $24,203.00 | $0.00 | $24,203.00 | 0.03 | $726.09 | $0.00 | $24,929.00 | $24,929.00 | $840.00 | $0.00 | $0.00 | $0.00 | $0.00 | $25,769.00 |
| **0033** | **113** | **DELETE THE FOLLOWING POSITION ELIGIBILITY SPECIALIST I** | **$24,203.00** | **$0.00** | **$24,203.00** | **0.03** | **$726.00** | **$0.00** | **$24,929.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** |
| 0034 | 113 | MAINTENANCE II | $23,927.00 | $73.00 | $24,000.00 | 0.03 | $720.00 | $0.00 | $24,720.00 | $24,720.00 | $1,140.00 | $0.00 | $0.00 | $0.00 | $0.00 | $25,860.00 |
| 0035 | 113 | OUTREACH SPECIALIST I | $24,203.00 | $0.00 | $24,203.00 | 0.03 | $726.09 | $0.00 | $24,929.00 | $24,929.00 | $900.00 | $0.00 | $0.00 | $0.00 | $0.00 | $25,829.00 |
| 0037 | 113 | OUTREACH SPECIALIST I | $24,203.00 | $0.00 | $24,203.00 | 0.03 | $726.09 | $0.00 | $24,929.00 | $24,929.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 | $25,469.00 |
| 0038 | 113 | OUTREACH SPECIALIST I | $24,203.00 | $0.00 | $24,203.00 | 0.03 | $726.00 | $0.00 | $24,929.00 | $24,929.00 | $600.00 | $0.00 | $0.00 | $0.00 | $0.00 | $25,529.00 |
| 0040 | 113 | CLERK II | $23,927.00 | $73.00 | $24,000.00 | 0.03 | $720.00 | $0.00 | $24,720.00 | $24,720.00 | $1,080.00 | $0.00 | $0.00 | $0.00 | $0.00 | $25,800.00 |
| 0042 | 113 | CLERK III | $25,256.00 | $0.00 | $25,256.00 | 0.03 | $757.68 | $0.00 | $26,014.00 | $26,014.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,314.00 |
| 0044 | 113 | CLERK III | $25,256.00 | $0.00 | $25,256.00 | 0.03 | $757.68 | $0.00 | $26,014.00 | $26,014.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,014.00 |
| 0045 | 113 | PUBLIC HEALTH TECHNICIAN III | $48,383.00 | $757.00 | $49,140.00 | 0.03 | $1,474.20 | $0.00 | $50,614.00 | $50,614.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $50,914.00 |
| 0046 | 113 | ENVIRONMENTAL HEALTH SERVICES DIVISION MANAGER | $54,526.00 | $0.00 | $54,526.00 | 0.03 | $1,635.78 | $0.00 | $56,162.00 | $56,162.00 | $1,260.00 | $0.00 | $0.00 | $5,000.00 | $0.00 | $62,422.00 |
| 0047 | 113 | PUBLIC HEALTH TECHNICIAN II | $40,078.00 | $0.00 | $40,078.00 | 0.03 | $1,202.34 | $0.00 | $41,280.00 | $41,280.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $41,280.00 |
| 0048 | 113 | CLERK II | $21,653.00 | $0.00 | $21,653.00 | 0.03 | $649.59 | $0.00 | $22,303.00 | $21,187.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $21,187.00 |
| 0049 | 113 | CLERK II | $21,653.00 | $0.00 | $21,653.00 | 0.03 | $649.59 | $0.00 | $22,303.00 | $21,187.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $21,187.00 |
| 0050 | 113 | EXECUTIVE ASSISTANT IV | $0.00 | $60,655.00 | $60,655.00 | 0.03 | $0.00 | $0.00 | $60,655.00 | $60,655.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $60,655.00 |
| **0051** | **113** | **CREATE THE FOLLOWING 2 POSITIONS MEDICAL TECHNICIAN II** | **$0.00** | **$26,014.00** | **$26,014.00** | **0.00** | **$0.00** | **$0.00** | **$26,014.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** |
| **0052** | **113** | **CLERK II** | **$0.00** | **$24,929.00** | **$24,929.00** | **0.00** | **$0.00** | **$0.00** | **$24,929.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** |
| | | **TOTAL** | **$1,224,003.00** | **$114,678.00** | **$1,289,222.00** | | **$35,328.76** | **$0.00** | **$1,324,553.00** | **$1,270,512.00** | **$20,340.00** | **$0.00** | **$0.00** | **$40,000.00** | **$0.00** | **$1,330,852.00** |

**PERSONNEL ACTIONS HIGHLIGHTED ABOVE ARE PENDING CC APPROVAL.**

# 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, March 19, 2013** **Agenda Item:** 37453

**Summary of request/proposal:**
HEALTH CLINICS (1100):
APPROVAL TO DELETE/ CREATE THE FOLLOWING REGULAR FULL TIME POSITIONS:

| Fund | Position | Slot# | Obj | Current Budgeted Salary | Adjustment Requested | Total Requested |
|---|---|---|---|---|---|---|
| 1100 | CLERK III | 0041 | 113 | 26,014.00 | 0.00 | (26,014.00) |
| 1100 | BILLING SPECIALIST III | 0133 | 113 | 0.00 | 26,014.00 | 26,014.00 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | TOTAL | 26,014.00 | 26,014.00 | 0.00 |

**Budgetary Impact:**

| INCREASE/DECREASE ACCOUNT NUMBER | | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|---|
| 3- 1100-441-00-340-003-0- | 113 | HEALTH CLINICS- | REG F/T EMPLOYEES | $0.00 |
| 3- 1100-441-00-340-003-0- | 211 | HEALTH CLINICS- | HEALTH INSURANCE | $0.00 |
| 3- 1100-441-00-340-003-0- | 212 | HEALTH CLINICS- | LIFE INSURANCE | $0.00 |
| 3- 1100-441-00-340-003-0- | 220 | HEALTH CLINICS- | FICA | $0.00 |
| 3- 1100-441-00-340-003-0- | 230 | HEALTH CLINICS- | RETIREMENT | $0.00 |
| 3- 1100-441-00-340-003-0- | 250 | HEALTH CLINICS- | UNEMPLOYMENT COMP | $0.00 |
| 3- 1100-441-00-340-003-0- | 260 | HEALTH CLINICS- | WORKER'S COMP | $0.00 |
| | | | | |
| | | | 2013 Budgetary Impact | $0.00 |

2014 Budgetary Impact: $0.00

**Possible Funding Sources:** NO BUDGETARY IMPACT

**Comments:**

| |
|---|
| |
| |
| |
| |

Hidalgo Co. Budget Office
2/3/2005

# HIDALGO COUNTY
## DEPARTMENT OF BUDGET & MANAGEMENT
### FISCAL NOTE

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

**To:** **Commissioner' Court**
**From:** **Sergio Cruz, Budget Officer**
**CC Date:** **Tuesday, March 19, 2013** **Agenda Item:** 37453

**Summary of request/proposal:**
HEALTH ADM. (1100):
APPROVAL TO DELETE/ CREATE THE FOLLOWING REGULAR FULL TIME POSITIONS:

| Fund | Position | Slot# | Obj | Current Budgeted Salary | Adjustment Requested | Total Requested |
|---|---|---|---|---|---|---|
| 1100 | FAMILY PLANNING AIDE | 0027 | 113 | 26,014.00 | 0.00 | (26,014.00) |
| 1100 | ELIGIBILITY SPEC. I | 0033 | 113 | 24,929.00 | 0.00 | (24,929.00) |
| 1100 | MEDICAL TECHNICIAN II | 0051 | 113 | 0.00 | 26,014.00 | 26,014.00 |
| 1100 | CLERK II | 0052 | 113 | 0.00 | 24,929.00 | 24,929.00 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | TOTAL | | 50,943.00 | 50,943.00 | 0.00 |

**Budgetary Impact:**

| INCREASE/DECREASE ACCOUNT NUMBER | | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|---|
| 3-1100-441-00-340-001-0- | 113 | HEALTH ADM- | REG F/T EMPLOYEES | $0.00 |
| 3-1100-441-00-340-001-0- | 211 | HEALTH ADM- | HEALTH INSURANCE | $0.00 |
| 3-1100-441-00-340-001-0- | 212 | HEALTH ADM- | LIFE INSURANCE | $0.00 |
| 3-1100-441-00-340-001-0- | 220 | HEALTH ADM- | FICA | $0.00 |
| 3-1100-441-00-340-001-0- | 230 | HEALTH ADM- | RETIREMENT | $0.00 |
| 3-1100-441-00-340-001-0- | 250 | HEALTH ADM- | UNEMPLOYMENT COMP | $0.00 |
| 3-1100-441-00-340-001-0- | 260 | HEALTH ADM- | WORKER'S COMP | $0.00 |
| | | | | |
| | | | 2013 Budgetary Impact | $0.00 |

2014 Budgetary Impact: $0.00

**Possible Funding Sources:** NO BUDGETARY IMPACT

**Comments:**

| |
|---|
| |
| |
| |
| |

Hidalgo Co. Budget Office
2/3/2005

# HUMAN RESOURCES DEPARTMENT REQUISTION FORM

RECEIVED
MAR - 8 2013
HUMAN RESOURCES

FORWARD COMPLETED FORM TO: HUMAN RESOURCES DIRECTOR

FROM (NAME OF DEPARTMENT): Health & Human Services Department

ANNOUNCE VACANCY USING (check one box)

☑ INTERNAL ANNOUNCEMENT PROCUDURE ☑ OPEN ANNOUNCEMENT PROCEDURE

POSITION TITLE / GRADE Clerk II

☑ NEW POSITION OR REPLACEMENT FOR: _____ EMPLOYEE NO_____

DEPT NO 340 POSITION/SLOT NO 001-0052

ADVERTISED SALARY: 24,929.00 OTHER COMPENSATION: _____ COMPENSATION TYPE:_____

SPECIAL REQUIREMENTS: See Attached

WORK LOCATION / HOURS: Hidalgo County Mon. - Fri. 7:30am - 5:30pm or as assigned

CONTACT PERSON: Lydia Serna EXTENSION / PHONE NO: (956)383-6221

Eduardo Olivarez / Aleida Serna
Department Head or Elected Official

03/08/13
Date

FUNDS AVAILABLE: YES x NO____ DATE OF FUND AVAILABILITY: 03/19/13

BUDGETED SALARY, GRADE & STEP: 24,929.00

BUDGETED OTHER ALLOWANCES: _____

Sylvia Rios 03.08.13
APPROVED HR ~~CHIEF OF STAFF~~ Designee / DATE

APPROVED HR DIRECTOR / DATE

Approval by Commissioner's Court Required: YES____ NO____. If yes, attach copy of approval and/or date of agenda and item number and have authorized representative of Commissioner's Court sign below:

Commissioner's Court Signature / Date

Closing Date

Revised Date: May 2008

# CLERK II

**GRADE: 03**

## GENERAL DESCRIPTION

Performs routine (journey-level) clerical work in areas such as bookkeeping, inventory control, statistics, employment, human resources, and purchasing; Work involves compiling and tabulating data, checking documents for accuracy, transporting documents, and maintaining files; Works under moderate supervision with limited latitude for the use of initiative and independent judgment.

## EXAMPLES OF WORK PERFORMED

Produces and proofs correspondence, reports, purchase orders, summaries, manuals, vouchers, records, and other related forms

Answers inquiries regarding policies and procedures, assists the public and staff in filling out forms, and provides information to the public by mail or phone

Posts information to agency records and modifies forms or records

Assembles, organizes, and tabulates data and performs arithmetical computations; may prepare charts, graphs, and tables

Files and maintains forms, records, and reports

Opens and distributes incoming mail and prepares mail-outs

Performs data entry and retrieval

May receive shipments and supplies, inspect for damage, and check for correct quality and quantity

May maintain office schedules and appointments and provide notification of appointments.

May perform back-up receptionist or telephone switchboard duties

May receive, maintain accountability for, and forward payments to the appropriate agency staff

May assist in balancing accounts by running tapes and proofreading

May prepare summaries of balances and cost information and formulate other reports as required

May administer employment tests

May arrange the scheduling, transfer, and display of surplus property

May receive and count cash

Performs related work as assigned

## GENERAL QUALIFICATION GUIDELINES

### Experience and Education

One (1) year experience in clerical work. Graduation from a standard senior high school or equivalent is generally preferred. Experience and education may be substituted for one another.

### Knowledge, Skills, and Abilities

Knowledge of business or program terminology, methods, and procedures; of office procedures; and of spelling, punctuation, grammar, and arithmetic

Skill in using a personal computer and office equipment

MS Word and Excel

Ability to prepare and maintain detailed records, files, and reports; to type accurately at a speed consistent with work requirements; and to transfer stock from one location to another

### Registration, Certification, or Licensure

May require a valid driver's license

## 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

# HUMAN RESOURCES DEPARTMENT REQUISTION FORM

RECEIVED
MAR - 8 2013
HUMAN RESOURCES

FORWARD COMPLETED FORM TO: HUMAN RESOURCES DIRECTOR

FROM (NAME OF DEPARTMENT): Health & Human Services Department

ANNOUNCE VACANCY USING (check one box)

☑ INTERNAL ANNOUNCEMENT PROCUDURE ☐ OPEN ANNOUNCEMENT PROCEDURE

POSITION TITLE / GRADE Billing Specialist III

☑ NEW POSITION OR REPLACEMENT FOR: _____ EMPLOYEE NO_____

DEPT NO 340 POSITION/SLOT NO 003-0133

ADVERTISED SALARY: 26,014.00 OTHER COMPENSATION: _____ COMPENSATION TYPE:_____

SPECIAL REQUIREMENTS: See Attached

WORK LOCATION / HOURS: Edinburg (Central Office) Mon. - Fri. 7:30am - 5:30pm or as assigned

CONTACT PERSON: Lydia Serna, DON EXTENSION / PHONE NO: (956) 383-6221

Eduardo Olivarez / Aleida Sutton
Department Head or Elected Official

03/08/13
Date

FUNDS AVAILABLE: YES x NO____ DATE OF FUND AVAILABILITY: 03/19/13

BUDGETED SALARY, GRADE & STEP: _____

BUDGETED OTHER ALLOWANCES: _____

Sylvia Rios 03.08.13
APPROVED HR ~~CHIEF OF STAFF~~ / DATE
Designee

APPROVED HR DIRECTOR / DATE

Approval by Commissioner's Court Required: YES____ NO____. If yes, attach copy of approval and/or date of agenda and item number and have authorized representative of Commissioner's Court sign below:

Commissioner's Court Signature / Date

Closing Date

Revised Date: May 2008

# BILLING SPECIALIST III

**GRADE: 05**

## GENERAL DESCRIPTION

Employee performs moderate-level billing work. Work involves collecting, posting, and managing account payments. Employee works under close supervision with minimal latitude for the use of initiative and independent judgment.

## EXAMPLES OF WORK PERFORMED

Analyze and process all billing transactions

Authorize billing adjustments

Performs various collection actions including calling clients by phone, correcting and resubmitting billing to proper entities

Follow up on all past due invoices and failed billing

Indentify, understand, address, and prevent delinquency issues

Ensure all tasks and duties are completed within county guidelines and policies

Conduct research and perform reconciliations on transactions

Will create reports showing delinquent accounts

Maintains strict confidentiality and adheres to all guidelines/requirements

Will work on weekly and monthly billing process

Performs related work as assigned

## GENERAL QUALIFICATION GUIDELINES

### Experience and Education

Two (2) years related experience in billing with some college hours is preferred. Graduation from a standard senior high school is required. Experience and education may be substituted for one another.

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

# HUMAN RESOURCES DEPARTMENT REQUISTION FORM

RECEIVED
MAR - 8 2013
HUMAN RESOURCES

FORWARD COMPLETED FORM TO: HUMAN RESOURCES DIRECTOR

FROM (NAME OF DEPARTMENT): Health & Human Services Department

ANNOUNCE VACANCY USING (check one box)

☑ INTERNAL ANNOUNCEMENT PROCUDURE ☐ OPEN ANNOUNCEMENT PROCEDURE

POSITION TITLE / GRADE Medical Technician II

☑ NEW POSITION OR REPLACEMENT FOR: _____ EMPLOYEE NO_____

DEPT NO 340 POSITION/SLOT NO 001-0051

ADVERTISED SALARY: 26,014.00.00 OTHER COMPENSATION: _____ COMPENSATION TYPE:_____

SPECIAL REQUIREMENTS: See Attached

WORK LOCATION / HOURS: Hidalgo County Mon. - Fri. 7:30am - 5:30pm or as assigned

CONTACT PERSON: Lydia Serna EXTENSION / PHONE NO: (956)383-6221

Eduardo Olivarez / Aleida Suitez
Department Head or Elected Official

03/08/13
Date

FUNDS AVAILABLE: YES x NO____ DATE OF FUND AVAILABILITY: 03/19/13

BUDGETED SALARY, GRADE & STEP: 26,014.00

BUDGETED OTHER ALLOWANCES: _____

Lyleria Rios 03.08.13
APPROVED HR ~~CHIEF OF STAFF~~ Designee / DATE

APPROVED HR DIRECTOR / DATE

Approval by Commissioner's Court Required: YES____ NO____. If yes, attach copy of approval and/or date of agenda and item number and have authorized representative of Commissioner's Court sign below:

Commissioner's Court Signature / Date

Closing Date

Revised Date: May 2008

# MEDICAL TECHNICIAN II

**GRADE: 07**

## GENERAL DESCRIPTION

Assist and augment the Registered Nurse (RN) in the performance of clinical duties and treatment of clients. Perform technical nursing functions. Under direction, administer medications and immunizations in the clinic. Assist with medical care documentation and reports. Function autonomously in the absence of the RN within his or her scope of practice/training to provide medical support and to conduct the operations of the medical unit.

## EXAMPLES OF WORK PERFORMED

Assists with medical screens and physical exams, i.e., vital signs, height, weight, history

Assists with pelvic exams and STD testing

Draws blood for HIV and DNA testing

Assesses residents' medical complaints and reports to the RN

Treats residents' minor complaints

Prepares and dispenses prescribed medications to residents

Assists the physician with daily clinic activities and directs medical unit in the RN's absence

Sets up and maintains medical files, files drug screens, lab reports, SASSI, TB results, and documents medical records

Keeps statistics on drug screens, number of youth on psychotropic medications

Prepares medical records for youth committed to the Texas Youth Commission

Maintains clinic environment and supplies

Assists with nursing tasks under the supervision of the RN

Under the physician's direction, administers immunizations and other injections as needed

Performs technical testing and lab procedures

Provides health education with job scope and refers appropriately

Records vaccine administration information and prepares report of vaccine usage

Monitors clinic supply inventory; assists with maintaining adequate levels and properly stores and inventories biological and other testing materials

Performs all other related duties as assigned

## GENERAL QUALIFICATION GUIDELINES

### Experience and Education

Two (2) years of college in a related field or equivalent job related work experience; Two (2) years hospital experience as a nurse and laboratory technician. Certification required in Patient Care Technician, Phlebotomy, CPR and First Aid.

### Knowledge, Skills, and Abilities

Ability to make decisions about patient medical conditions in order to make appropriate referrals, including medical emergencies; any questions concerning illness or injury beyond the scope of experience and any questions concerning prescription medications are referred to Supervisor

Position may require professional interaction(s) with the Health Department, Probation Officers, TYC Probation Officer, Patients, Purchasing Agents, Client Family Members, AccuChem Laboratories, Quest Diagnostic, TYC, Private Health Facilities, and Vendors

## PHYSICAL DEMANDS:

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

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

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

## WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

## SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

**AI-37499** **Human Resources 9. C.**

**CC REGULAR**

**Meeting Date:** 03/20/2013

**Submitted By:** Sylvia Rios, HUMAN RESOURCES/CIVIL SERVICE

**Department:** HUMAN RESOURCES/CIVIL SERVICE

## Information

### CAPTION

Health and Human Services Dept. (1100)
Requesting permission to advertise and hire for the following vacant positions:

| Program | Slot # | Position Title | Salary |
|---|---|---|---|
| Health Clinics (340-003) | 0025 | Licensed Vocational Nurse II | 44,794.00 |
| Health Clinics (340-003) | 0031 | Billing Specialist IV | 32,864.00 |
| Human Services (240-001) | 0011 | Eligibility Specialist II | 28,094.00 |

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1100-44X-00-X40-00X-0-XXX

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

**BUDGETARY IMPACT:**

No Budgetary impact. Funds have been budgeted within each slot already.

## Attachments

Requistions & Back-up

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 03/06/2013 04:22 PM |
| Sylvia Solis | Sylvia Solis | 03/07/2013 09:48 AM |
| Purchasing Department | Monica Badillo | 03/15/2013 04:22 PM |

Form Started By: Sylvia Rios Started On: 03/06/2013 03:16 PM

Final Approval Date: 03/15/2013

# HUMAN RESOURCES DEPARTMENT REQUISTION FORM

RECEIVED
MAR - 5 2013
HUMAN RESOURCES

FORWARD COMPLETED FORM TO: HUMAN RESOURCES DIRECTOR

FROM (NAME OF DEPARTMENT): Health & Human Services Department

ANNOUNCE VACANCY USING (check one box)

☑ INTERNAL ANNOUNCEMENT PROCUDURE ☑ OPEN ANNOUNCEMENT PROCEDURE

POSITION TITLE / GRADE Eligibility Specialist II

☐ NEW POSITION OR REPLACEMENT FOR: Perla F. Guzman EMPLOYEE NO 26662

DEPT NO 240 POSITION/SLOT NO 001-0011

ADVERTISED SALARY: 28,094.00 OTHER COMPENSATION: _____ COMPENSATION TYPE: _____

SPECIAL REQUIREMENTS: See Attached

WORK LOCATION / HOURS: Hidalgo County Mon. - Fri. 7:30am - 5:30pm or as assigned

CONTACT PERSON: Dairen Sarmiento EXTENSION / PHONE NO: 318-2011 Ext. 424

Department Head or Elected Official

3-5-2013
Date

FUNDS AVAILABLE: YES x NO ____ DATE OF FUND AVAILABILITY: 04/01/13

BUDGETED SALARY, GRADE & STEP: 28,094.00

BUDGETED OTHER ALLOWANCES: _____

Sylvia Rios 03.06.13
APPROVED HR ~~CHIEF OF STAFF~~ Designee / DATE

APPROVED HR DIRECTOR / DATE

Approval by Commissioner's Court Required: YES____ NO____. If yes, attach copy of approval and/or date of agenda and item number and have authorized representative of Commissioner's Court sign below:

Commissioner's Court Signature / Date

Closing Date

Revised Date: May 2008

# ELIGIBILITY SPECIALIST II

**GRADE: 06**

## GENERAL DESCRIPTION

Determine eligibility for Hidalgo County residents for County Indigent Health Care Program as well as other direct assistance programs, which include funeral assistance, medical transportation, lodging and meals. Assist County residents in identifying and obtaining various financial and health care resources; provide community resource information and make appropriate referrals.

## EXAMPLES OF WORK PERFORMED

Receive, review and process applications and determine eligibility utilizing established state and county program policies and procedures within established time frames

Identify and respond to community needs and concerns and make adequate referrals to appropriate agencies and assist in the development of resources to meet anticipated demands

Prepare various reports and correspondence

Be available to answer questions and provide information to the general public and assist in identifying resources

Attend and participate in staff meetings and workshops

Stay abreast of policies and procedural changes in the Indigent Program and other related health care programs

Properly prepare and complete necessary program forms and documents

Maintain and update participant computer and hard copy case files

Assist in clerical work as needed

Studies and analyzes operations and problems, and prepares reports of findings and recommendations

Recommends activities to produce a more effective program

Prepares justifications for procedural or policy changes

Provides technical assistance on program services

Works with program staff in determining trends and resolving technical problems

Ability to work well with others

May train others

Performs related work as assigned

## GENERAL QUALIFICATION GUIDELINES

### Experience and Education

Four (4) years experience with Indigent Health Care, Medicaid Program, or related social programs preferred; Graduation from a high school or equivalent; Associate degree or vocational training; Experience and education may be substituted for one another.

### Knowledge, Skills, and Abilities

Knowledge of local, state, and federal laws related to the program area; of public administration and management techniques; of statistical analysis processes; and of program planning and implementation

Ability to gather, assemble, correlate, and analyze facts; to devise solutions to problems; to prepare reports; to develop and evaluate policies and procedures; to communicate effectively; and to train others

## PHYSICAL DEMANDS:

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

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

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

## WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

## SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

# HUMAN RESOURCES DEPARTMENT REQUISTION FORM

RECEIVED
MAR - 5 2013
HUMAN RESOURCES

FORWARD COMPLETED FORM TO: HUMAN RESOURCES DIRECTOR

FROM (NAME OF DEPARTMENT): Health & Human Services Department

ANNOUNCE VACANCY USING (check one box)

☑ INTERNAL ANNOUNCEMENT PROCUDURE ☑ OPEN ANNOUNCEMENT PROCEDURE

POSITION TITLE / GRADE Licensed Vocational Nurse II

☐ NEW POSITION OR REPLACEMENT FOR: Irma Balli EMPLOYEE NO 124206

DEPT NO 340 POSITION/SLOT NO 003-0025

ADVERTISED SALARY: 44,794.00 OTHER COMPENSATION: _____ COMPENSATION TYPE: _____

SPECIAL REQUIREMENTS: See Attached

WORK LOCATION / HOURS: Hidalgo County Mon. - Fri. 7:30am - 5:30pm or as assigned

CONTACT PERSON: Lydia Serna EXTENSION / PHONE NO: 383-6221

Department Head or Elected Official

3-5-2013
Date

FUNDS AVAILABLE: YES x NO ____ DATE OF FUND AVAILABILITY: 03/05/13

BUDGETED SALARY, GRADE & STEP: 44,794.00

BUDGETED OTHER ALLOWANCES: _____

Lydia Ríos 03.06.13
APPROVED HR ~~CHIEF OF STAFF~~ Designee / DATE

APPROVED HR DIRECTOR / DATE

Approval by Commissioner's Court Required: YES____ NO____. If yes, attach copy of approval and/or date of agenda and item number and have authorized representative of Commissioner's Court sign below:

Commissioner's Court Signature / Date

Closing Date

Revised Date: May 2008

# LICENSED VOCATIONAL NURSE II

**GRADE: 11**

## GENERAL DESCRIPTION

This position provides routine (journey-level) vocational nursing work. Work involves providing for the care, treatment, and general welfare of patients; May train others; Works under moderate supervision, with limited latitude for the use of initiative and independent judgment.

## EXAMPLES OF WORK PERFORMED

Prepares nursing and medical summaries

Administers medication orally, rectally, internally, or by injection

Monitors patients for treatments and procedures

Monitors patients' temperature, pulse, and respiration

Collects specimens for laboratory examination

Counsels patients with specific health goals

Conducts appropriate screening tests

Applies principles and practices to assess, prevent, and control diseases

Maintains records pertaining to medication, deaths, illnesses, and the transfer of patients

Makes rounds or home visits

May participate in conducting therapeutic programs

May train others

Performs related work as assigned

## GENERAL QUALIFICATION GUIDELINES

### Experience and Education

Three to four (3-4) years of experience in nursing work; Graduation from a standard senior high school or equivalent or from an approved vocational or practical nursing education program is generally preferred. Experience and education may be substituted for one another.

## Knowledge, Skills, and Abilities

Knowledge of nursing procedures and techniques

Ability to provide patient medical care, to prepare and maintain records, and to train others

## Registration, Certification, or Licensure

Must be licensed as a Licensed Vocational Nurse by the State of Texas or in a party state that recognizes reciprocity through the Nurse Licensure Compact

## PHYSICAL DEMANDS:

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

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

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

## WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

## SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

# HUMAN RESOURCES DEPARTMENT REQUISTION FORM

RECEIVED
MAR - 5 2013
HUMAN RESOURCES

FORWARD COMPLETED FORM TO: HUMAN RESOURCES DIRECTOR

FROM (NAME OF DEPARTMENT): Health & Human Services Department

ANNOUNCE VACANCY USING (check one box)

☑ INTERNAL ANNOUNCEMENT PROCUDURE ☐ OPEN ANNOUNCEMENT PROCEDURE

POSITION TITLE / GRADE Billing Specialist IV

☐ NEW POSITION OR REPLACEMENT FOR: Elva E. Torres EMPLOYEE NO 71005

DEPT NO 340 POSITION/SLOT NO 003-0031

ADVERTISED SALARY: 32,864.00 OTHER COMPENSATION: _____ COMPENSATION TYPE: _____

SPECIAL REQUIREMENTS: See Attached

WORK LOCATION / HOURS: Edinburg (Central Office) Mon. - Fri. 7:30am - 5:30pm or as assigned

CONTACT PERSON: Lydia Serna EXTENSION / PHONE NO: 383-6221

Department Head or Elected Official

3-5-2013
Date

FUNDS AVAILABLE: YES x NO ____ DATE OF FUND AVAILABILITY: 03/05/13

BUDGETED SALARY, GRADE & STEP: 32,864.00

BUDGETED OTHER ALLOWANCES: _____

Sylvia Rios 03.06.13
APPROVED HR ~~CHIEF OF STAFF~~ Designee / DATE

APPROVED HR DIRECTOR / DATE

Approval by Commissioner's Court Required: YES____ NO____. If yes, attach copy of approval and/or date of agenda and item number and have authorized representative of Commissioner's Court sign below:

Commissioner's Court Signature / Date

Closing Date

Revised Date: May 2008

# BILLING SPECIALIST IV

**GRADE: 07**

## GENERAL DESCRIPTION

Employee performs senior-level billing work. Work involves collecting, posting, and managing account payments. Employee works under close supervision with minimal latitude for the use of initiative and independent judgment. Position may involve supervising staff and/or training of staff.

## EXAMPLES OF WORK PERFORMED

Analyze and process all billing transactions

May review billing reports for analysts

Authorize billing adjustments

Performs various collection actions including calling clients by phone, correcting and resubmitting billing to proper entities

Follow up on all past due invoices and failed billing

Indentifies problems and issues during billing cycles and solves them

Ensure all tasks and duties are completed within county guidelines and policies

Sets timetables for addressing resolution of problems/issues

Maintains client database

Uses software to track and analysis of data

Produces billing reports for billing supervisor

Maintains strict confidentiality and adheres to all guidelines/requirements

Will work on weekly and monthly billing process

Performs related work as assigned

## GENERAL QUALIFICATION GUIDELINES

**Experience and Education**

Three to Four (3-4) years related experience with high volume billing in the private sector or public setting. Graduation from a standard senior high school is required. Associates Degree in Accounting or Business Administration preferred. Experience and education may be substituted for one another.

**Knowledge, Skills, and Abilities**

Knowledge of MS Word and Excel

Must have strong knowledge of billing and financial concepts

Strong analytical skills

Excellent oral and written communication

## 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

**AI-37679** **Human Resources 9. D.**

**CC REGULAR**

**Meeting Date:** 03/20/2013

**Submitted By:** Sylvia Rios, HUMAN RESOURCES/CIVIL SERVICE

**Department:** HUMAN RESOURCES/CIVIL SERVICE

## Information

### CAPTION

Pct. 3 Rd Maintenance (1200):
1. Approval to delete the following vacant full time position:

| Slot # | Position Title | Budgeted Salary |
|---|---|---|
| 0092 | Administrative Assistant IV | $42,000.00 |

2. Approval of salary adjustment for the following full-time position due to increase in job responsibilities as a result of elimination of the Administrative Assistant IV position:

| Slot # | Position Title | Current Budgeted Salary | Proposed Adjusted Salary | Total Adjustment/ Increase |
|---|---|---|---|---|
| 0087 | Clerk III | $28,840.00 | $42,000.00 | $13,160.00 |

3. Approval to create the following full time position:

| Slot # | Position Title | Proposed Salary |
|---|---|---|
| 0095 | Maintenance I | $28,000.00 |

4. Approval of revised salary schedule.

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1200-431-00-123-005-0-XXX

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

**BUDGETARY IMPACT:**

NO BUDGETARY IMPACT - COST SAVINGS

## Attachments

PARs
Job Descriptions
Fiscal Note
Revised salary schedule

## Form Review

**Inbox** **Reviewed By** **Date**

| | | |
|---|---|---|
| Budget & Management | Obdett Calzada | 03/14/2013 03:06 PM |
| Sylvia Solis | Sylvia Solis | 03/15/2013 12:50 PM |
| Rosalinda Cantu | Rosie Cantu | 03/15/2013 01:19 PM |
| Purchasing Department | Monica Badillo | 03/15/2013 04:22 PM |

Form Started By: Sylvia Rios Started On: 03/14/2013 09:21 AM

Final Approval Date: 03/15/2013

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
MAR 14 2013
HUMAN RESOURCES

**DEPARTMENT NAME/NUMBER:** HIDALGO COUNTY PRECINCT #3/123 **DATE:** 3/7/2013

**CURRENT POSITION TITLE:** ADMINISTRATIVE ASSISTANT IV **CURRENT SLOT. #:** 0092

**REQUESTED POSITION TITLE:**
**(For new positions or reclassifications)**

**REQUEST FOR:**

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

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

**POSITION SALARY REQUEST:**

Salary Amount: $ 42,000.00 (Current Budgeted Salary) $ _____ (Proposed Budgeted Salary) $ (42,000.00) (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

**POSITION Type:**

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

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

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

**TEMPORARY POSITIONS:**

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

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

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

FUNDING SET ASIDE FOR THIS POSITION IS GREATLY NEEDED FOR OPERATIONS IN ROADS AND BRIDGES.

**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)

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

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

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | |
|---|---|---|---|---|---|
| 1. | DEPARTMENT HEAD | 3/12/13 DATE | FUNDING AVAILABLE IN DEPT. BUDGET | ☑ YES | ☐ NO |
| 2. | HUMAN RESOURCES DIRECTOR | 03.14.13 DATE | PERSONNEL PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | 03/15/2013 DATE | BUDGET PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 4. | COMMISSIONERS COURT APPROVAL | DATE | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
MAR 14 2013
HUMAN RESOURCES

**DEPARTMENT NAME/NUMBER:** HIDALGO COUNTY PRECINCT #3/123 **DATE:** 3/7/13

**CURRENT POSITION TITLE:** CLERK III **CURRENT SLOT. #:** 0087

**REQUESTED POSITION TITLE:**
**(For new positions or reclassifications)**

**REQUEST FOR:**

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other See Below (salary adjustment)

*Reclassification Requests must be submitted by the Civil Service Commission.

**POSITION SALARY REQUEST:**

Salary Amount: $ $28,840.00 (Current Budgeted Salary) $ $42,000.00 (Proposed Budgeted Salary) $ $13,160.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

**POSITION Type:**

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

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

Enter hourly rate for temp. positions

$ _____

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

**TEMPORARY POSITIONS:**

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

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

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

EMPLOYEE WILL AQUIRE ALL RESPONSIBLITIES AND DUTIES OF THE ADMINISTRATIVE ASSISTANT IV DUE TO THE POSITION BEING DELETED.

**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)

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

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

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | |
|---|---|---|---|---|---|
| 1. | DEPARTMENT HEAD | 3/12/13 DATE | FUNDING AVAILABLE IN DEPT. BUDGET | ☑ YES | ☐ NO |
| 2. | Esther A. Cortez by Sylvia Rios HUMAN RESOURCES DIRECTOR | 03.14.13 DATE | PERSONNEL PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | 03/15/2013 DATE | BUDGET PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| 4. | COMMISSIONERS COURT APPROVAL | DATE | | | |

# ADMINISTRATIVE ASSISTANT IV

**GRADE: 10**

## GENERAL DESCRIPTION

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

## EXAMPLES OF WORK PERFORMED

Performs complex technical assistance work for an agency program

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

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

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

Coordinates meetings, conferences, and seminars

Develops administrative and technical policies and procedures

Develops, coordinates, and maintains record keeping and filing systems

May assist in the implementation of program planning

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

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

May research technical and policy issues

May develop training materials

May train others

May supervise the work of others

Performs other duties as assigned

## GENERAL QUALIFICATION GUIDELINES

### Experience and Education

Three to four (3-4) years of experience in administrative support work in a government setting. Graduation from an accredited four-year college or university with major course work in a related field is generally preferred. Two (2) years of experience maybe substituted for one (1) year of education.

### Knowledge, Skills, and Abilities

Knowledge of office practices and administrative procedures

Skill in the use of standard office equipment and software

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

## PHYSICAL DEMANDS:

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

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

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

## WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

## SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

# CLERK III

**GRADE: 05**

## GENERAL DESCRIPTION

Performs complex (journey-level) clerical work in areas such as bookkeeping, inventory control, statistics, employment, human resources, purchasing, and accounting; Work involves compiling and tabulating data, checking documents for accuracy, transporting documents and/or stock and inventory, and maintaining files; Works under general supervision with moderate latitude for the use of initiative and independent judgment.

## EXAMPLES OF WORK PERFORMED

Produces and proofs correspondence, reports, purchase orders, summaries, manuals, vouchers, records, and other related forms

Answers inquiries regarding procedures and policies, assists the public and staff in filling out forms, and assembles and mails information packets

Posts information to agency records and modifies forms or records

Assembles, organizes, and tabulates data; and may compile and tabulate data, and prepare charts, graphs, and tables

Maintains files, materials, and supplies

Opens, stamps, classifies, sorts, and routes mail, and maintains records on postage, registered mail, and packages

Performs data entry, retrieval, and data searches

Receives, stores, and issues stock items

May perform arithmetic computations

May maintain office schedules and appointments

May perform back-up receptionist or telephone switchboard duties

May receive and forward payments to the appropriate agency staff

May screen applicants, administer employment tests, and assist in orienting employees

May arrange the scheduling, transfer, and display of surplus property

May make arrangements for repairs and services

May inspect merchandise for quality and compliance with specifications

May deliver or pick up documents, supplies, equipment, or materials

Responsible for answering and routing phone calls

Will be assisting the general public

May be required to work overtime or hours other than standard work schedule during emergencies

Performs other related duties as assigned

## GENERAL QUALIFICATION GUIDELINES

### Experience and Education

Two to Three (2-3) years experience in clerical work. Graduation from a standard senior high school or equivalent is generally preferred. Vocational training is preferred. Two (2) years of experience may be substituted for one (1) year of education.

Bilingual required (English/Spanish)

### 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

### Knowledge, Skills, and Abilities

Knowledge of business or program terminology, office procedures, spelling, punctuation, grammar, and arithmetic; of warehousing procedures; of purchasing policies and procedures; of records administration and maintenance techniques and procedures; and of state purchasing policies and procedures

Skill in using a personal computer and office equipment

MS Word and Excel

Ability to maintain excellent customer service

Ability to make arithmetic computations; to prepare and maintain records, files, and reports; and to transfer stock from one location to another

## PHYSICAL DEMANDS:

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

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

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

**WORK ENVIRONMENT:**

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

The noise level in the work environment is usually moderate.

**SAFETY REQUIREMENTS:**

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

# HIDALGO COUNTY
## DEPARTMENT OF BUDGET & MANAGEMENT
### FISCAL NOTE

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

**To:** **Commissioner' Court**
**From:** **Sergio Cruz, Budget Officer**
**CC Date:** **Wednesday, March 20, 2013** **Agenda Item:** 37679

**Summary of request/proposal:**
PCT. 3 RD MAINTENANCE (1200):
Approval to delete/ create and adjust the following regular full-time position(s):

| Fund | Position | Slot# | Obj | Current Budgeted Salary | Adjustment Requested | Total Requested |
|---|---|---|---|---|---|---|
| 1200 | ADMINISTRATIVE ASSISTANT IV | 0092 | 113 | 42,000.00 | 0.00 | (42,000.00) |
| 1200 | CLERK III | 0087 | 113 | 28,840.00 | 42,000.00 | 13,160.00 |
| 1200 | MAINTENANCE I | 0095 | 113 | 0.00 | 28,000.00 | 28,000.00 |
| | | | | | | |
| | | | | 70,840.00 | 70,000.00 | (840.00) |

**Budgetary Impact:**

| INCREASE/DECREASE ACCOUNT NUMBER | | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|---|
| 3-1200-431-00-123-005-0- | 113 | PCT 3 ROAD MAINT. - | REG F/T EMPLOYEES | ($659.77) |
| 3-1200-431-00-123-005-0- | 211 | PCT 3 ROAD MAINT. - | HEALTH INSURANCE | $0.00 |
| 3-1200-431-00-123-005-0- | 212 | PCT 3 ROAD MAINT. - | LIFE INSURANCE | $0.00 |
| 3-1200-431-00-123-005-0- | 220 | PCT 3 ROAD MAINT. - | FICA | ($50.47) |
| 3-1200-431-00-123-005-0- | 230 | PCT 3 ROAD MAINT. - | RETIREMENT | ($68.09) |
| 3-1200-431-00-123-005-0- | 250 | PCT 3 ROAD MAINT. - | UNEMPLOYMENT COMP | ($3.30) |
| 3-1200-431-00-123-005-0- | 260 | PCT 3 ROAD MAINT. - | WORKER'S COMP | ($0.33) |
| | | | | |
| | | | 2013 Budgetary Impact | ($781.96) |

2014 Budgetary Impact: ($995.57)

**Possible Funding Sources:** NO BUDGETARY IMPACT - COST SAVINGS

**Comments:**

| |
|---|
| |
| |
| |
| |

**Hidalgo Co. Budget Office**
**2/3/2005**

# HIDALGO COUNTY
## COMMISSIONER COURT
## 2013 SALARY SCHEDULE

**3-1200-431-00-123-005-0**

**AI - 37679**

**PCT. 3 ROAD MAINTENANCE**

| Slot # | Obj Code | POSITION TITLE | 2012 BUDGETED SALARY | 2013 ADJUSTED SALARY | 2013 BASE SALARY | % Inc. | AMOUNT INCREASE | OTHER INCREASE | 2013 BUDGETED SALARY APPROVED | 2013 ACTUAL SALARY | Other Allowances | | | | | 2013 ACTUAL TOTAL COMPENSATION |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 | |
| 0001 | 113 | CHIEF ADMINISTRATOR | $84,357.00 | $0.00 | $84,357.00 | 0.03 | $2,530.71 | $0.00 | $86,888.00 | $86,888.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 | $87,428.00 |
| 0002 | 113 | COORDINATOR | $80,982.00 | $0.00 | $80,982.00 | 0.03 | $2,429.46 | $0.00 | $83,411.00 | $83,411.00 | $1,439.99 | $0.00 | $0.00 | $0.00 | $0.00 | $84,850.99 |
| 0003 | 113 | EXECUTIVE ASST | $62,986.00 | $0.00 | $62,986.00 | 0.03 | $1,889.58 | $0.00 | $64,876.00 | $64,876.00 | $724.39 | $0.00 | $0.00 | $0.00 | $0.00 | $65,600.39 |
| 0004 | 113 | FIELD OPERATIONS DIRECTOR | $60,737.00 | $0.00 | $60,737.00 | 0.03 | $1,822.11 | $0.00 | $62,559.00 | $62,559.00 | $1,080.00 | $0.00 | $0.00 | $0.00 | $0.00 | $63,639.00 |
| 0005 | 113 | ASSISTANT FIELD OPERATIONS DIRECTOR | $54,600.00 | $0.00 | $54,600.00 | 0.03 | $1,638.00 | $0.00 | $56,238.00 | $56,238.00 | $593.84 | $0.00 | $0.00 | $0.00 | $0.00 | $56,831.84 |
| 0006 | 113 | ASSISTANT FIELD OPERATIONS DIRECTOR | $51,739.00 | $0.00 | $51,739.00 | 0.03 | $1,552.17 | $0.00 | $53,291.00 | $53,291.00 | $360.00 | $0.00 | $0.00 | $0.00 | $0.00 | $53,651.00 |
| 0007 | 113 | ADMIN AIDE | $45,443.00 | $0.00 | $45,443.00 | 0.03 | $1,363.29 | $0.00 | $46,806.00 | $46,806.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 | $47,346.00 |
| 0008 | 113 | PAVING SUPVSR | $43,363.00 | $0.00 | $43,363.00 | 0.03 | $1,301.00 | $0.00 | $44,664.00 | $44,664.00 | $660.00 | $0.00 | $0.00 | $0.00 | $0.00 | $45,324.00 |
| 0009 | 113 | COMM LIAISON | $41,081.00 | $0.00 | $41,081.00 | 0.03 | $1,232.43 | $0.00 | $42,313.00 | $42,313.00 | $360.00 | $0.00 | $0.00 | $0.00 | $0.00 | $42,673.00 |
| 0010 | 113 | MECHANIC III | $42,000.00 | $0.00 | $42,000.00 | 0.03 | $1,260.00 | $0.00 | $43,260.00 | $43,260.00 | $780.00 | $0.00 | $0.00 | $0.00 | $0.00 | $44,040.00 |
| 0011 | 113 | MAINTENANCE III | $37,800.00 | $0.00 | $37,800.00 | 0.03 | $1,134.00 | $0.00 | $38,934.00 | $38,934.00 | $660.00 | $0.00 | $0.00 | $0.00 | $0.00 | $39,594.00 |
| 0013 | 113 | HEAVY EQUIPMENT OPERATOR III | $33,600.00 | $0.00 | $33,600.00 | 0.03 | $1,008.00 | $0.00 | $34,608.00 | $34,608.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $34,608.00 |
| 0014 | 113 | HEAVY EQUIPMENT OPERATOR III | $33,600.00 | $0.00 | $33,600.00 | 0.03 | $1,008.00 | $0.00 | $34,608.00 | $34,608.00 | $1,020.00 | $0.00 | $0.00 | $0.00 | $0.00 | $35,628.00 |
| 0015 | 113 | HEAVY EQUIPMENT OPERATOR III | $33,600.00 | $0.00 | $33,600.00 | 0.03 | $1,008.00 | $0.00 | $34,608.00 | $34,608.00 | $1,380.00 | $0.00 | $0.00 | $0.00 | $0.00 | $35,988.00 |
| 0016 | 113 | HEAVY EQUIPMENT OPERATOR II | $33,600.00 | $0.00 | $33,600.00 | 0.03 | $1,008.00 | $0.00 | $34,608.00 | $34,608.00 | $900.00 | $0.00 | $0.00 | $0.00 | $0.00 | $35,508.00 |
| 0017 | 113 | HEAVY EQUIPMENT OPERATOR II | $33,600.00 | $0.00 | $33,600.00 | 0.03 | $1,008.00 | $0.00 | $34,608.00 | $34,608.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 | $35,148.00 |
| 0018 | 113 | HEAVY EQUIPMENT OPERATOR II | $33,600.00 | $0.00 | $33,600.00 | 0.03 | $1,008.00 | $0.00 | $34,608.00 | $34,608.00 | $360.00 | $0.00 | $0.00 | $0.00 | $0.00 | $34,968.00 |
| 0019 | 113 | HEAVY EQUIPMENT OPERATOR II | $33,600.00 | $0.00 | $33,600.00 | 0.03 | $1,008.00 | $0.00 | $34,608.00 | $34,608.00 | $1,080.00 | $0.00 | $0.00 | $0.00 | $0.00 | $35,688.00 |
| 0020 | 113 | HEAVY EQUIPMENT OPERATOR II | $33,600.00 | $0.00 | $33,600.00 | 0.03 | $1,008.00 | $0.00 | $34,608.00 | $34,608.00 | $720.00 | $0.00 | $0.00 | $0.00 | $0.00 | $35,328.00 |
| 0022 | 113 | HEAVY EQUIPMENT OPERATOR III | $33,600.00 | $0.00 | $33,600.00 | 0.03 | $1,008.00 | $0.00 | $34,608.00 | $34,608.00 | $360.00 | $0.00 | $0.00 | $0.00 | $0.00 | $34,968.00 |
| 0023 | 113 | TRUCK DRIVER II | $32,000.00 | $0.00 | $32,000.00 | 0.03 | $960.00 | $0.00 | $32,960.00 | $32,960.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $32,960.00 |
| 0024 | 113 | SUPERVISOR | $35,700.00 | $0.00 | $35,700.00 | 0.03 | $1,071.00 | $0.00 | $36,771.00 | $36,771.00 | $900.00 | $0.00 | $0.00 | $0.00 | $0.00 | $37,671.00 |
| 0026 | 113 | TRUCK DRIVER II | $32,000.00 | $0.00 | $32,000.00 | 0.03 | $960.00 | $0.00 | $32,960.00 | $32,960.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $32,960.00 |
| 0027 | 113 | TRUCK DRIVER II | $32,000.00 | $0.00 | $32,000.00 | 0.03 | $960.00 | $0.00 | $32,960.00 | $32,960.00 | $420.00 | $0.00 | $0.00 | $0.00 | $0.00 | $33,380.00 |
| 0030 | 113 | MECHANIC II | $28,796.00 | $0.00 | $28,796.00 | 0.03 | $863.88 | $0.00 | $29,660.00 | $29,660.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $29,660.00 |
| 0031 | 113 | INVOICE CLERK | $28,484.00 | $0.00 | $28,484.00 | 0.03 | $854.52 | $0.00 | $29,339.00 | $29,339.00 | $441.37 | $0.00 | $0.00 | $0.00 | $0.00 | $29,780.37 |
| 0032 | 113 | TRUCK DRIVER II | $32,000.00 | $0.00 | $32,000.00 | 0.03 | $960.00 | $0.00 | $32,960.00 | $32,960.00 | $480.00 | $0.00 | $0.00 | $0.00 | $0.00 | $33,440.00 |
| 0033 | 113 | TRUCK DRIVER III | $32,000.00 | $0.00 | $32,000.00 | 0.03 | $960.00 | $0.00 | $32,960.00 | $32,960.00 | $420.00 | $0.00 | $0.00 | $0.00 | $0.00 | $33,380.00 |
| 0034 | 113 | TRUCK DRIVER II | $32,000.00 | $0.00 | $32,000.00 | 0.03 | $960.00 | $0.00 | $32,960.00 | $32,960.00 | $780.00 | $0.00 | $0.00 | $0.00 | $0.00 | $33,740.00 |
| 0035 | 113 | TRUCK DRIVER II | $32,000.00 | $0.00 | $32,000.00 | 0.03 | $960.00 | $0.00 | $32,960.00 | $32,960.00 | $780.00 | $0.00 | $0.00 | $0.00 | $0.00 | $33,740.00 |
| 0037 | 113 | MAINTENANCE II | $28,366.00 | $0.00 | $28,366.00 | 0.03 | $850.98 | $0.00 | $29,217.00 | $29,217.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $29,217.00 |
| 0038 | 113 | MAINTENANCE II | $28,186.00 | $0.00 | $28,186.00 | 0.03 | $845.58 | $0.00 | $29,032.00 | $28,840.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,840.00 |
| 0039 | 113 | TRUCK DRIVER I | $33,600.00 | $0.00 | $33,600.00 | 0.03 | $1,008.00 | $0.00 | $34,608.00 | $34,608.00 | $780.00 | $0.00 | $0.00 | $0.00 | $0.00 | $35,388.00 |
| 0040 | 113 | MAINTENANCE I | $30,000.00 | $0.00 | $30,000.00 | 0.03 | $900.00 | $0.00 | $30,900.00 | $28,840.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,840.00 |
| 0041 | 113 | TRF SA/SPC II | $28,116.00 | $0.00 | $28,116.00 | 0.03 | $843.48 | $0.00 | $28,959.00 | $28,840.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,840.00 |
| 0042 | 113 | MAINTENANCE I | $28,000.00 | $0.00 | $28,000.00 | 0.03 | $840.00 | $0.00 | $28,840.00 | $28,840.00 | $900.00 | $0.00 | $0.00 | $0.00 | $0.00 | $29,740.00 |
| 0043 | 113 | HEAVY EQUIPMENT OPERATOR III | $28,000.00 | $0.00 | $28,000.00 | 0.03 | $840.00 | $0.00 | $28,840.00 | $28,840.00 | $780.00 | $0.00 | $0.00 | $0.00 | $0.00 | $29,620.00 |
| 0046 | 113 | MAINTENANCE III | $28,000.00 | $0.00 | $28,000.00 | 0.03 | $840.00 | $0.00 | $28,840.00 | $28,840.00 | $420.00 | $0.00 | $0.00 | $0.00 | $0.00 | $29,260.00 |
| 0047 | 113 | TRUCK DRIVER II | $32,000.00 | $0.00 | $32,000.00 | 0.03 | $960.00 | $0.00 | $32,960.00 | $32,960.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $33,260.00 |
| 0049 | 113 | TRF SA/SPC II | $28,000.00 | $0.00 | $28,000.00 | 0.03 | $840.00 | $0.00 | $28,840.00 | $28,840.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 | $29,380.00 |
| 0050 | 113 | MAINTENANCE I | $28,000.00 | $0.00 | $28,000.00 | 0.03 | $840.00 | $0.00 | $28,840.00 | $28,840.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,840.00 |
| 0051 | 113 | MAINTENANCE I | $28,000.00 | $0.00 | $28,000.00 | 0.03 | $840.00 | $0.00 | $28,840.00 | $28,840.00 | $600.00 | $0.00 | $0.00 | $0.00 | $0.00 | $29,440.00 |
| 0053 | 113 | CUSTODIAN | $28,000.00 | $0.00 | $28,000.00 | 0.03 | $840.00 | $0.00 | $28,840.00 | $28,840.00 | $660.00 | $0.00 | $0.00 | $0.00 | $0.00 | $29,500.00 |
| 0054 | 113 | HEAVY EQUIPMENT OPERATOR II | $28,000.00 | $0.00 | $28,000.00 | 0.03 | $840.00 | $0.00 | $28,840.00 | $28,840.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,840.00 |
| 0055 | 113 | MAINTENANCE I | $28,000.00 | $0.00 | $28,000.00 | 0.03 | $840.00 | $0.00 | $28,840.00 | $28,840.00 | $360.00 | $0.00 | $0.00 | $0.00 | $0.00 | $29,200.00 |
| 0056 | 113 | MAINTENANCE I | $28,000.00 | $0.00 | $28,000.00 | 0.03 | $840.00 | $0.00 | $28,840.00 | $28,840.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,840.00 |

# HIDALGO COUNTY
## COMMISSIONER COURT
## 2013 SALARY SCHEDULE

**3-1200-431-00-123-005-0**

**AI - 37679**

**PCT. 3 ROAD MAINTENANCE**

| Slot # | Obj Code | POSITION TITLE | 2012 BUDGETED SALARY | 2013 ADJUSTED SALARY | 2013 BASE SALARY | % Inc. | AMOUNT INCREASE | OTHER INCREASE | 2013 BUDGETED SALARY APPROVED | 2013 ACTUAL SALARY | Other Allowances | | | | | 2013 ACTUAL TOTAL COMPENSATION |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 | |
| 0058 | 113 | MAINTENANCE I | $28,000.00 | $0.00 | $28,000.00 | 0.03 | $840.00 | $0.00 | $28,840.00 | $28,840.00 | $420.00 | $0.00 | $0.00 | $0.00 | $0.00 | $29,260.00 |
| 0059 | 113 | MAINTENANCE I | $28,000.00 | $0.00 | $28,000.00 | 0.03 | $840.00 | $0.00 | $28,840.00 | $28,840.00 | $420.00 | $0.00 | $0.00 | $0.00 | $0.00 | $29,260.00 |
| 0060 | 113 | MAINTENANCE I | $28,000.00 | $0.00 | $28,000.00 | 0.03 | $840.00 | $0.00 | $28,840.00 | $28,840.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $29,140.00 |
| 0061 | 113 | MAINTENANCE I | $28,000.00 | $0.00 | $28,000.00 | 0.03 | $840.00 | $0.00 | $28,840.00 | $28,840.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $29,140.00 |
| 0062 | 113 | MAINTENANCE I | $28,000.00 | $0.00 | $28,000.00 | 0.03 | $840.00 | $0.00 | $28,840.00 | $28,840.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,840.00 |
| 0063 | 113 | TIRE REPAIR | $30,000.00 | $0.00 | $30,000.00 | 0.03 | $900.00 | $0.00 | $30,900.00 | $30,900.00 | $360.00 | $0.00 | $0.00 | $0.00 | $0.00 | $31,260.00 |
| 0067 | 113 | WELDER | $32,760.00 | $0.00 | $32,760.00 | 0.03 | $982.80 | $0.00 | $33,743.00 | $33,743.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $34,043.00 |
| 0072 | 113 | HEAVY EQUIPMENT OPERATOR III | $33,600.00 | $0.00 | $33,600.00 | 0.03 | $1,008.00 | $0.00 | $34,608.00 | $34,608.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $34,608.00 |
| 0074 | 113 | HEAVY EQUIPMENT OPERATOR III | $28,000.00 | $0.00 | $28,000.00 | 0.03 | $840.00 | $0.00 | $28,840.00 | $28,840.00 | $840.00 | $0.00 | $0.00 | $0.00 | $0.00 | $29,680.00 |
| 0075 | 113 | HEAVY EQUIPMENT OPERATOR III | $33,600.00 | $0.00 | $33,600.00 | 0.03 | $1,008.00 | $0.00 | $34,608.00 | $34,608.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $34,608.00 |
| 0077 | 113 | HUMAN RESOURCES COORDINATOR II | $42,000.00 | $0.00 | $42,000.00 | 0.03 | $1,260.00 | $0.00 | $43,260.00 | $43,260.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $43,260.00 |
| 0078 | 113 | MAINTENANCE II | $32,000.00 | $0.00 | $32,000.00 | 0.03 | $960.00 | $0.00 | $32,960.00 | $28,840.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,840.00 |
| 0079 | 113 | ASSISTANT FIELD OPERATIONS DIRECTOR | $51,739.00 | $0.00 | $51,739.00 | 0.03 | $1,552.17 | $0.00 | $53,291.00 | $53,291.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $53,591.00 |
| 0080 | 113 | HEAVY EQUIPMENT OPERATOR I | $28,000.00 | $0.00 | $28,000.00 | 0.03 | $840.00 | $0.00 | $28,840.00 | $28,840.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,840.00 |
| 0081 | 113 | HEAVY EQUIPMENT OPERATOR I | $28,000.00 | $0.00 | $28,000.00 | 0.03 | $840.00 | $0.00 | $28,840.00 | $28,840.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,840.00 |
| 0082 | 113 | RIGHT OF WAY AGENT V | $54,526.00 | $0.00 | $54,526.00 | 0.03 | $1,635.78 | $0.00 | $56,162.00 | $56,162.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $56,162.00 |
| 0083 | 113 | RIGHT OF WAY AGENT V | $62,475.00 | $0.00 | $62,475.00 | 0.03 | $1,874.25 | $0.00 | $64,349.00 | $64,349.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $64,349.00 |
| 0084 | 113 | TRUCK DRIVER III | $32,000.00 | $0.00 | $32,000.00 | 0.03 | $960.00 | $0.00 | $32,960.00 | $32,960.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $32,960.00 |
| 0085 | 113 | EXCAVATOR/HEAVY EQUIPMENT OPERATOR | $40,425.00 | $0.00 | $40,425.00 | 0.03 | $1,212.75 | $0.00 | $41,638.00 | $41,638.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $41,638.00 |
| 0086 | 113 | MAINTENANCE I | $24,880.00 | $0.00 | $24,880.00 | 0.03 | $746.00 | $0.00 | $25,626.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| | | **ADJUST/ INCREASE THE BUDGETED SALARY FOR THE FOLLOWING POSITION:** | | | | | | **$13,160.00** | **$42,000.00** | | | | | | | |
| **0087** | **113** | **CLERK III** | **$28,000.00** | **$0.00** | **$28,000.00** | **0.03** | **$840.00** | ~~**$0.00**~~ | ~~**$28,840.00**~~ | **$28,840.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$28,840.00** |
| 0088 | 113 | CLERK III | $28,000.00 | $0.00 | $28,000.00 | 0.03 | $840.00 | $0.00 | $28,840.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | **$0.00** |
| 0091 | 113 | MAINTENANCE I | $0.00 | $28,000.00 | $28,000.00 | 0.03 | $840.00 | $0.00 | $28,840.00 | $28,840.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | **$28,840.00** |
| | | **DELETE THE FOLLOWING POSITION:** | | | | | | | | | | | | | | |
| ~~**0092**~~ | ~~**113**~~ | ~~**ADMINISTRATIVE ASSISTANT IV**~~ | ~~**$0.00**~~ | ~~**$40,777.00**~~ | ~~**$40,777.00**~~ | ~~**0.03**~~ | ~~**$1,223.31**~~ | ~~**$0.00**~~ | ~~**$42,000.00**~~ | ~~**$0.00**~~ | ~~**$0.00**~~ | ~~**$0.00**~~ | ~~**$0.00**~~ | ~~**$0.00**~~ | ~~**$0.00**~~ | ~~**$0.00**~~ |
| T093 | 121 | OFFICE CLERK | $0.00 | $18,720.00 | $18,720.00 | 0 | $0.00 | $0.00 | $18,720.00 | $18,720.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $18,720.00 |
| T094 | 121 | OFFICE CLERK | $0.00 | $18,720.00 | $18,720.00 | 0 | $0.00 | $0.00 | $18,720.00 | $18,720.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $18,720.00 |
| | | **CREATE THE FOLLOWING POSITION:** | | | | | | | | | | | | | | |
| **0095** | **113** | **MAINTENANCE I** | **$0.00** | **$28,000.00** | **$28,000.00** | **0.03** | **$0.00** | **$0.00** | **$28,800.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** |
| | | **TOTAL** | $2,434,741.00 | $93,440.00 | $2,528,181.00 | | $73,881.94 | $0.00 | $2,602,863.00 | $2,513,106.00 | $26,899.59 | $0.00 | $0.00 | $0.00 | $0.00 | $2,540,005.59 |

**Approval of the above highlighted personnel actions.**
**All personnel actions pending CC approval.**

**AI-37451** **Sheriff's Office 10. A.**

**CC REGULAR**

**Meeting Date:** 03/20/2013

**Submitted For:** County Sheriff **Submitted By:** Sylvia Solis, BUDGET & MANAGEMENT

**Department:** BUDGET & MANAGEMENT

## Information

### CAPTION

Sheriff (1100) / Courthouse Security (1241)
1. Approval of employee transfer as follows, pursuant to Section 3.49 of the Civil Service Commission Rules:

| | | FROM | | | TO | | |
|---|---|---|---|---|---|---|---|
| **Emp. #** | **Position/Title** | **Dept. No./Name** | **Slot #** | **Budgeted Salary** | **Dept. No./Name** | **Slot #** | **Budgeted Salary** |
| 051594 | Sergeant | Sheriff (280-001) | 0038 | $52,508.00 | Courthouse Security (125-032) | 0002 | $52,508.00 |
| 083666 | Sergeant | Courthouse Security (125-032) | 0002 | $52,508.00 | Sheriff (280-001) | 0038 | $52,508.00 |

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

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** SEE BELOW

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

**BUDGETARY IMPACT:**

**SHERIFF ACCT #3-1100-421-00-280-001-0-XXX**
OBJECT CODE 113-SALARY (PLUS FRINGES): NO BUDGETARY IMPACT
OBJECT CODE 115-LONGEVITY (PLUS FRINGES): NO BUDGETARY IMPACT
OBJECT CODE 117-SUPPLEMENTAL PAY (PLUS FRINGES): NO BUDGETARY IMPACT

**COURTHOUSE SECURITY ACCT #3-1241-421-23-125-032-0-XXX**
OBJECT CODE 113-SALARY (PLUS FRINGES): NO BUDGETARY IMPACT
OBJECT CODE 115-LONGEVITY (PLUS FRINGES): LAPSED FUNDING AVAILABLE (SEE ATTACHED SALARY ANALYSIS)
OBJECT CODE 117-SUPPLEMENTAL PAY (PLUS FRINGES): FUNDING FROM LAPSED SALARIES (SEE ATTACHED SALARY ANALYSIS; PENDING APPROVAL OF INTRADEPT. TRANSFER)

## Attachments

LIT
Salary Analysis

Fiscal Note

Revised salary schedules

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Sylvia Solis (Originator) | Sylvia Solis | 03/06/2013 01:52 PM |
| Budget & Management | Obdett Calzada | 03/06/2013 04:05 PM |
| Human Resources | Sylvia Rios | 03/07/2013 10:38 AM |
| Budget & Management | Obdett Calzada | 03/08/2013 04:12 PM |
| Rosalinda Cantu | Rosie Cantu | 03/08/2013 04:31 PM |
| Purchasing Department | Monica Badillo | 03/15/2013 04:22 PM |

Form Started By: Sylvia Solis Started On: 03/05/2013

Final Approval Date: 03/15/2013

**DATE:** March 6, 2013

**2013**
**Transfer**

**DEPARTMENT HEAD:** Sergio Cruz, Budget Officer

**DEPARTMENT NAME:** Department of Budget & Management for Courthouse Security

**ACCOUNT NUMBER:** 3-1241-421-23-125-032-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

| FROM OBJECT CODE | OBJECT DESCRIPTION | TO OBJECT CODE | OBJECT DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| 113 | REG F/T EMPLOYEES | 117 | SUPPLEMENTAL PAY | 712.00 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | **TOTAL:** | **712.00** |

**REASON**:
Intradepartmental Transfer to fund supplemental pay expenditures related to the transfer of the Sergeant position from Sheriff's Office to Courthouse Security and additional funds to cover year end projected expenditures.

**DEPARTMENT HEAD SIGNATURE**

**DATE**

**APPROVED COMMISSIONERS' COURT**

**ATTEST COUNTY CLERK**

# COURTHOUSE SECURITY

## Salaries Analysis Worksheet

as of 03/05/2013

Acct No: 1241-421-23-125-032-0-XXX

| Object Code | Acct. Description | 2013 Total Budgeted Salary | Payroll Amount per Pay Period | PP Remaining | Remaining Estimated Salaries per Year | Available Balance | Salaries & Fringes |
|---|---|---|---|---|---|---|---|
| 113 | Regular Full-Time | $636,790.00 | $24,491.92 | 22.0 | $538,822.31 | $568,157.57 | $29,335.26 |
| 115 | Longevity | $6,300.00 | $262.50 | 20.0 | $5,250.00 | $5,986.25 | $736.25 |
| 117 | Supplemental pay | $8,100.00 | $337.50 | 22.0 | $7,425.00 | $7,198.47 | ($226.53) |
| 211 | Health | $62,460.00 | $2,602.50 | 20.0 | $52,050.00 | $54,009.69 | $1,959.69 |
| 212 | Life | $405.00 | $33.75 | 10.0 | $337.50 | $342.22 | $4.72 |
| 220 | FICA | $49,814.60 | $1,915.95 | 22.0 | $42,150.82 | $44,714.38 | $2,563.56 |
| 230 | Retirement | $67,202.57 | $2,584.71 | 22.0 | $56,863.71 | $59,953.15 | $3,089.44 |
| 250 | Unemployment | $3,256.51 | $125.25 | 22.0 | $2,755.51 | $2,906.70 | $151.19 |
| 260 | Workers Comp | $4,657.20 | $179.12 | 22.0 | $3,940.71 | $4,404.50 | $463.79 |
| TOTAL | | $838,985.88 | $32,533.21 | - | $709,595.55 | $747,672.93 | $38,077.38 |

# 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, March 12, 2013

**Agenda Item:** 37451

**Summary of request/proposal:**

**Sheriff (1100) / Courthouse Security (1241):**
**Approval of employee transfers as follows, pursuant to section 3.49 of the Civil Service Commission Rules:**

### *SHERIFF (280-001)*

| Employee No. | Position | Slot# | Obj | Grade | Step | Current Budgeted Salary/ Allow. | Proposed Budgeted Salary/ Allow. | Total Requested |
|---|---|---|---|---|---|---|---|---|
| 1100 | Sergeant (Step IV) | 0038 | 113 | - | - | 52,508.00 | 0.00 | (52,508.00) |
| 1100 | Sergeant (Step III) (transfer in from crthse sec) | - | 113 | - | - | 0.00 | 52,508.00 | 52,508.00 |
| | | | | | | | *TOTAL SALARY* | *0.00* |
| | | | | | | | | |
| 1100 | Sergeant (Step IV) | 0038 | 115 | - | - | 1,080.00 | 0.00 | (1,080.00) |
| 1100 | Sergeant (Step III) (transfer in from crthse sec) | - | 115 | - | - | 0.00 | 780.00 | 780.00 |
| | | | | | | | *TOTAL LONGEVITY* | *(300.00)* |
| | | | | | | | | |
| 1100 | Sergeant (Step IV) | 0038 | 117 | - | - | 1,200.00 | 0.00 | (1,200.00) |
| 1100 | Sergeant (Step III) (transfer in from crthse sec) | - | 117 | - | - | 0.00 | 600.00 | 600.00 |
| | | | | | | | TOTAL SUPPLEMENTAL PAY | *(600.00)* |
| | | | | | TOTAL: | 54,788.00 | 53,888.00 | (900.00) |

**Budgetary Impact:**

| INCREASE/DECREASE ACCOUNT NUMBER | | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|---|
| 3-1100-421-00-280-001-0- | 113 | SHERIFF- | REG F/T EMPLOYEES | $0.00 |
| 3-1100-421-00-280-001-0- | 115 | SHERIFF- | LONGEVITY | ($242.53) |
| 3-1100-421-00-280-001-0- | 117 | SHERIFF- | SUPPLEMENTAL PAY | ($485.05) |
| 3-1100-421-00-280-001-0- | 211 | SHERIFF- | HEALTH | $0.00 |
| 3-1100-421-00-280-001-0- | 212 | SHERIFF- | LIFE | $0.00 |
| 3-1100-421-00-280-001-0- | 220 | SHERIFF- | FICA | ($55.66) |
| 3-1100-421-00-280-001-0- | 230 | SHERIFF- | RETIREMENT | ($75.09) |
| 3-1100-421-00-280-001-0- | 250 | SHERIFF- | UNEMPLOYMENT COMP | ($3.64) |
| 3-1100-421-00-280-001-0- | 260 | SHERIFF- | WORKERS COMP | ($5.75) |
| | | | 2013 Budgetary Impact | ($867.72) |

**2014 Budgetary Impact:** **($1,073.34)**

**Possible Funding Sources:**
OBJECT CODE 113-SALARY (PLUS FRINGES): NO IMPACT
OBJECT CODE 115-LONGEVITY (PLUS FRINGES): NO IMPACT - COST SAVINGS
OBJECT CODE 117-SUPPLEMENTAL PAY (PLUS FRINGES): NO IMPACT - COST SAVINGS

### *COURTHOUSE SECURITY (125-032)*

| Employee No. | Position | Slot# | Obj | Grade | Step | Current Budgeted Salary/ Allow. | Proposed Budgeted Salary/ Allow. | Total Requested |
|---|---|---|---|---|---|---|---|---|
| 1100 | Sergeant (Step III) | 0002 | 113 | - | - | 52,508.00 | 0.00 | (52,508.00) |
| 1100 | Sergeant (Step IV) (transfer in from Sheriff) | - | 113 | - | - | 0.00 | 52,508.00 | 52,508.00 |
| | | | | | | | *TOTAL SALARY* | *0.00* |
| | | | | | | | | |
| 1100 | Sergeant (Step III) | 0002 | 115 | - | - | 780.00 | 0.00 | (780.00) |
| 1100 | Sergeant (Step IV) (transfer in from Sheriff) | - | 115 | - | - | 0.00 | 1,080.00 | 1,080.00 |
| | | | | | | | *TOTAL LONGEVITY* | *300.00* |
| | | | | | | | | |
| 1100 | Sergeant (Step III) | 0002 | 117 | - | - | 600.00 | 0.00 | (600.00) |
| 1100 | Sergeant (Step IV) (transfer in from Sheriff) | - | 117 | - | - | 0.00 | 1,200.00 | 1,200.00 |
| | | | | | | | TOTAL SUPPLEMENTAL PAY | *600.00* |
| | | | | | TOTAL: | 53,888.00 | 54,788.00 | 900.00 |

**Budgetary Impact:**

| INCREASE/DECREASE ACCOUNT NUMBER | | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|---|
| 3-1241-421-23-125-032-0- | 113 | COURTHOUSE SECURITY- | REG F/T EMPLOYEES | $0.00 |
| 3-1241-421-23-125-032-0- | 115 | COURTHOUSE SECURITY- | LONGEVITY | $242.53 |
| 3-1241-421-23-125-032-0- | 117 | COURTHOUSE SECURITY- | SUPPLEMENTAL PAY | $485.05 |
| 3-1241-421-23-125-032-0- | 211 | COURTHOUSE SECURITY- | HEALTH | $0.00 |
| 3-1241-421-23-125-032-0- | 212 | COURTHOUSE SECURITY- | LIFE | $0.00 |
| 3-1241-421-23-125-032-0- | 220 | COURTHOUSE SECURITY- | FICA | $55.66 |
| 3-1241-421-23-125-032-0- | 230 | COURTHOUSE SECURITY- | RETIREMENT | $75.09 |
| 3-1241-421-23-125-032-0- | 250 | COURTHOUSE SECURITY- | UNEMPLOYMENT COMP | $3.64 |
| 3-1241-421-23-125-032-0- | 260 | COURTHOUSE SECURITY- | WORKERS COMP | $5.75 |
| | | | 2013 Budgetary Impact | $867.72 |

**2014 Budgetary Impact:** **$1,073.34**

**Possible Funding Sources:**
OBJECT CODE 113-SALARY(PLUS FRINGES): NO BUDGETARY IMPACT
OBJECT CODE 115-LONGEVITY PAY (PLUS FRINGES): LAPSED FUNDING AVAILABLE W/IN OBJ 115
OBJECT CODE 117-SUPPLEMENTAL PAY (PLUS FRINGES): LAPSED FUNDING AVAILABLE W/IN OBJ 113

**Budget Office Recommendation:**

# HIDALGO COUNTY
## COMMISSIONER COURT
## 2013 SALARY SCHEDULE

**3-1100-421-00-280-001-0**

**AI - 37451**

**SHERIFF**

| Slot # | Obj Code | POSITION TITLE | 2012 BUDGETED SALARY | 2013 ADJUSTED SALARY | 2013 BASE SALARY | % Inc. | AMOUNT INCREASE | OTHER INCREASE | 2013 BUDGETED SALARY APPROVED | 2013 ACTUAL SALARY | Other Allowances | | | | | 2013 ACTUAL TOTAL COMPENSATION |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 | |
| 0001 | 111 | COUNTY SHERIFF | $136,500.00 | $0.00 | $136,500.00 | 0.03 | $4,095.00 | $0.00 | $140,595.00 | $140,595.00 | $0.00 | $0.00 | $3,600.00 | $0.00 | $500.00 | $144,695.00 |
| 0003 | 113 | DIVISION COMMANDER | $75,000.00 | $0.00 | $75,000.00 | 0.03 | $2,250.00 | $0.00 | $77,250.00 | $77,250.00 | $1,380.00 | $0.00 | $1,800.00 | $0.00 | $500.00 | $80,930.00 |
| 0004 | 113 | DIVISION COMMANDER | $75,000.00 | $0.00 | $75,000.00 | 0.03 | $2,250.00 | $0.00 | $77,250.00 | $77,250.00 | $1,320.00 | $0.00 | $1,800.00 | $0.00 | $500.00 | $80,870.00 |
| 0005 | 113 | CAPTAIN | $65,000.00 | $0.00 | $65,000.00 | 0.03 | $1,950.00 | $0.00 | $66,950.00 | $66,950.00 | $1,440.00 | $0.00 | $1,800.00 | $0.00 | $500.00 | $70,690.00 |
| 0006 | 113 | CAPTAIN | $65,000.00 | $0.00 | $65,000.00 | 0.03 | $1,950.00 | $0.00 | $66,950.00 | $66,950.00 | $1,380.00 | $0.00 | $1,800.00 | $0.00 | $500.00 | $70,630.00 |
| 0007 | 113 | CAPTAIN | $65,000.00 | $0.00 | $65,000.00 | 0.03 | $1,950.00 | $0.00 | $66,950.00 | $66,950.00 | $1,080.00 | $0.00 | $1,200.00 | $0.00 | $500.00 | $69,730.00 |
| 0008 | 113 | CAPTAIN | $65,000.00 | $0.00 | $65,000.00 | 0.03 | $1,950.00 | $0.00 | $66,950.00 | $66,950.00 | $780.00 | $0.00 | $3,300.00 | $0.00 | $0.00 | $71,030.00 |
| 0010 | 113 | LIEUTENANT STEP IV | $54,180.00 | $1,897.00 | $56,077.00 | 0.03 | $1,682.31 | $0.00 | $57,759.00 | $57,759.00 | $1,860.00 | $0.00 | $3,300.00 | $0.00 | $0.00 | $62,919.00 |
| 0011 | 113 | LIEUTENANT STEP I | $54,180.00 | $1,897.00 | $56,077.00 | 0.03 | $1,682.00 | $0.00 | $57,759.00 | $52,095.00 | $660.00 | $0.00 | $1,200.00 | $0.00 | $500.00 | $54,455.00 |
| 0012 | 113 | LIEUTENANT STEP III | $52,348.00 | $1,832.00 | $54,180.00 | 0.03 | $1,625.40 | $0.00 | $55,805.00 | $55,805.00 | $1,080.00 | $0.00 | $3,000.00 | $0.00 | $500.00 | $60,385.00 |
| 0013 | 113 | LIEUTENANT STEP I | $50,578.00 | $1,770.00 | $52,348.00 | 0.03 | $1,570.44 | $0.00 | $53,918.00 | $52,095.00 | $840.00 | $0.00 | $3,000.00 | $0.00 | $500.00 | $56,435.00 |
| 0014 | 113 | LIEUTENANT STEP III | $52,348.00 | $1,832.00 | $54,180.00 | 0.03 | $1,625.00 | $0.00 | $55,805.00 | $55,805.00 | $840.00 | $0.00 | $1,800.00 | $0.00 | $0.00 | $58,445.00 |
| 0015 | 113 | LIEUTENANT STEP I | $52,348.00 | $1,832.00 | $54,180.00 | 0.03 | $1,625.00 | $0.00 | $55,805.00 | $52,095.00 | $1,020.00 | $0.00 | $1,800.00 | $0.00 | $0.00 | $54,915.00 |
| 0016 | 113 | INFORMATION TECHNOLOGY MANAG | $54,526.00 | $0.00 | $54,526.00 | 0.03 | $1,635.78 | $0.00 | $56,162.00 | $56,162.00 | $0.00 | $0.00 | $0.00 | $0.00 | $500.00 | $56,662.00 |
| 0018 | 113 | LIEUTENANT STEP III | $52,348.00 | $1,832.00 | $54,180.00 | 0.03 | $1,625.40 | $0.00 | $55,805.00 | $55,805.00 | $840.00 | $0.00 | $1,800.00 | $0.00 | $0.00 | $58,445.00 |
| 0019 | 113 | LIEUTENANT STEP IV | $54,180.00 | $1,897.00 | $56,077.00 | 0.03 | $1,682.31 | $0.00 | $57,759.00 | $57,759.00 | $1,680.00 | $0.00 | $1,800.00 | $0.00 | $500.00 | $61,739.00 |
| 0020 | 113 | LIEUTENANT STEP IV | $54,180.00 | $1,897.00 | $56,077.00 | 0.03 | $1,682.31 | $0.00 | $57,759.00 | $57,759.00 | $1,080.00 | $0.00 | $1,200.00 | $0.00 | $500.00 | $60,539.00 |
| 0021 | 113 | ACCOUNTANT III | $43,284.00 | $0.00 | $43,284.00 | 0.03 | $1,298.52 | $0.00 | $44,583.00 | $44,583.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $44,583.00 |
| 0022 | 113 | SERGEANT STEP II | $47,589.00 | $1,666.00 | $49,255.00 | 0.03 | $1,478.00 | $0.00 | $50,733.00 | $49,017.00 | $840.00 | $0.00 | $1,200.00 | $0.00 | $0.00 | $51,057.00 |
| 0023 | 113 | SERGEANT STEP II | $45,980.00 | $1,609.00 | $47,589.00 | 0.03 | $1,427.67 | $0.00 | $49,017.00 | $49,017.00 | $1,080.00 | $0.00 | $1,200.00 | $0.00 | $0.00 | $51,297.00 |
| 0024 | 113 | SERGEANT STEP I | $45,980.00 | $1,609.00 | $47,589.00 | 0.03 | $1,428.00 | $0.00 | $49,017.00 | $47,359.00 | $600.00 | $0.00 | $1,200.00 | $0.00 | $0.00 | $49,159.00 |
| 0025 | 113 | SERGEANT STEP IV | $49,255.00 | $1,724.00 | $50,979.00 | 0.03 | $1,529.37 | $0.00 | $52,508.00 | $52,508.00 | $1,380.00 | $0.00 | $1,800.00 | $0.00 | $0.00 | $55,688.00 |
| 0026 | 113 | SERGEANT STEP I | $45,980.00 | $1,609.00 | $47,589.00 | 0.03 | $1,427.67 | $0.00 | $49,017.00 | $47,359.00 | $420.00 | $0.00 | $1,200.00 | $0.00 | $0.00 | $48,979.00 |
| 0027 | 113 | SERGEANT STEP III | $47,589.00 | $1,666.00 | $49,255.00 | 0.03 | $1,478.00 | $0.00 | $50,733.00 | $50,733.00 | $840.00 | $0.00 | $1,200.00 | $0.00 | $0.00 | $52,773.00 |
| 0028 | 113 | SERGEANT STEP I | $45,980.00 | $1,609.00 | $47,589.00 | 0.03 | $1,427.67 | $0.00 | $49,017.00 | $47,359.00 | $300.00 | $0.00 | $1,200.00 | $0.00 | $0.00 | $48,859.00 |
| 0029 | 113 | SERGEANT STEP I | $49,255.00 | ($3,275.00) | $45,980.00 | 0.03 | $1,379.40 | $1,658.00 | $49,017.00 | $47,359.00 | $480.00 | $0.00 | $0.00 | $0.00 | $0.00 | $47,839.00 |
| 0030 | 113 | SERGEANT STEP I | $49,255.00 | ($3,275.00) | $45,980.00 | 0.03 | $1,379.40 | $1,658.00 | $49,017.00 | $47,359.00 | $600.00 | $0.00 | $1,200.00 | $0.00 | $0.00 | $49,159.00 |
| 0031 | 113 | SERGEANT STEP IV | $49,255.00 | $1,724.00 | $50,979.00 | 0.03 | $1,529.37 | $0.00 | $52,508.00 | $52,508.00 | $780.00 | $0.00 | $1,200.00 | $0.00 | $0.00 | $54,488.00 |
| 0032 | 113 | SERGEANT STEP III | $45,980.00 | $1,609.00 | $47,589.00 | 0.03 | $1,428.00 | $1,716.00 | $50,733.00 | $50,733.00 | $660.00 | $0.00 | $0.00 | $0.00 | $0.00 | $51,393.00 |
| 0033 | 113 | SERGEANT STEP IV | $49,255.00 | $1,724.00 | $50,979.00 | 0.03 | $1,529.37 | $0.00 | $52,508.00 | $52,508.00 | $720.00 | $0.00 | $600.00 | $0.00 | $0.00 | $53,828.00 |
| 0034 | 113 | CRIME SCENE SPECIALIST SUPERVISO | $46,747.00 | $0.00 | $46,747.00 | 0.03 | $1,402.41 | $0.00 | $48,149.00 | $48,149.00 | $1,620.00 | $0.00 | $0.00 | $0.00 | $500.00 | $50,269.00 |
| 0035 | 113 | SERGEANT STEP I | $45,980.00 | $1,609.00 | $47,589.00 | 0.03 | $1,427.67 | $0.00 | $49,017.00 | $47,359.00 | $420.00 | $0.00 | $600.00 | $0.00 | $0.00 | $48,379.00 |
| 0036 | 113 | SERGEANT STEP III | $47,589.00 | $1,666.00 | $49,255.00 | 0.03 | $1,477.65 | $0.00 | $50,733.00 | $50,733.00 | $1,380.00 | $0.00 | $1,800.00 | $0.00 | $0.00 | $53,913.00 |
| 0037 | 113 | SERGEANT STEP II | $45,980.00 | $1,609.00 | $47,589.00 | 0.03 | $1,428.00 | $0.00 | $49,017.00 | $49,017.00 | $780.00 | $0.00 | $1,800.00 | $0.00 | $500.00 | $52,097.00 |
| **TRANSFER-OUT EMPLOYEE NO. 051594 TO COURTHOUSE SECURITY; TRANSFER-IN EMP NO. 083666 TO SHERIFF** | | | | | | | | | | | | | | | | |
| | | **SERGEANT STEP III** | | | | | | | | **$50,733.00** | **$780.00** | | **$600.00** | | **$0.00** | |
| **0038** | **113** | ~~**SERGEANT STEP IV**~~ | **$49,255.00** | **$1,724.00** | **$50,979.00** | **0** | **$1,529.37** | **$0.00** | **$52,508.00** | ~~**$52,508.00**~~ | ~~**$1,080.00**~~ | **$0.00** | ~~**$1,200.00**~~ | **$0.00** | ~~**$500.00**~~ | **$52,113.00** |
| 0039 | 113 | SERGEANT STEP I | $45,980.00 | $1,609.00 | $47,589.00 | 0.03 | $1,428.00 | $0.00 | $49,017.00 | $47,359.00 | $240.00 | $0.00 | $1,800.00 | $0.00 | $0.00 | $49,399.00 |
| 0040 | 113 | SERGEANT STEP II | $45,980.00 | $1,609.00 | $47,589.00 | 0.03 | $1,427.67 | $0.00 | $49,017.00 | $49,017.00 | $360.00 | $0.00 | $1,200.00 | $0.00 | $500.00 | $51,077.00 |
| 0041 | 113 | SERGEANT STEP III | $47,589.00 | $1,666.00 | $49,255.00 | 0.03 | $1,477.65 | $0.00 | $50,733.00 | $50,733.00 | $840.00 | $0.00 | $1,200.00 | $0.00 | $0.00 | $52,773.00 |
| 0042 | 113 | CRIME SCENE SPECIALIST | $44,799.00 | $0.00 | $44,799.00 | 0.03 | $1,343.97 | $0.00 | $46,143.00 | $46,143.00 | $720.00 | $0.00 | $0.00 | $0.00 | $500.00 | $47,363.00 |
| 0043 | 113 | CRIME SCENE SPECIALIST | $44,799.00 | $0.00 | $44,799.00 | 0.03 | $1,343.97 | $0.00 | $46,143.00 | $46,143.00 | $720.00 | $0.00 | $0.00 | $0.00 | $500.00 | $47,363.00 |
| 0044 | 113 | CRIME SCENE SPECIALIST | $44,799.00 | $0.00 | $44,799.00 | 0.03 | $1,343.97 | $0.00 | $46,143.00 | $46,143.00 | $660.00 | $0.00 | $0.00 | $0.00 | $500.00 | $47,303.00 |
| 0045 | 113 | MECHANIC V | $43,284.00 | $0.00 | $43,284.00 | 0.03 | $1,299.00 | $0.00 | $44,583.00 | $44,583.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $44,583.00 |
| 0046 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.32 | $0.00 | $47,734.00 | $47,734.00 | $1,800.00 | $0.00 | $3,900.00 | $0.00 | $0.00 | $53,434.00 |
| 0047 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.32 | $0.00 | $47,734.00 | $47,734.00 | $1,560.00 | $0.00 | $3,900.00 | $0.00 | $500.00 | $53,694.00 |
| 0048 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.32 | $0.00 | $47,734.00 | $47,734.00 | $1,740.00 | $0.00 | $3,900.00 | $0.00 | $500.00 | $53,874.00 |

# HIDALGO COUNTY
## COMMISSIONER COURT
## 2013 SALARY SCHEDULE

**3-1100-421-00-280-001-0**

**AI - 37451**

**SHERIFF**

| Slot # | Obj Code | POSITION TITLE | 2012 BUDGETED SALARY | 2013 ADJUSTED SALARY | 2013 BASE SALARY | % Inc. | AMOUNT INCREASE | OTHER INCREASE | 2013 BUDGETED SALARY APPROVED | 2013 ACTUAL SALARY | Other Allowances | | | | | 2013 ACTUAL TOTAL COMPENSATION |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 | |
| 0049 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $540.00 | $0.00 | $3,900.00 | $0.00 | $500.00 | $51,060.00 |
| 0050 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.00 | $0.00 | $47,734.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0051 | 113 | DEPUTY SHERIFF | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.00 | $0.00 | $47,734.00 | $37,574.00 | $120.00 | $0.00 | $0.00 | $0.00 | $0.00 | $37,694.00 |
| 0052 | 113 | SR. DEPUTY SHERIFF STEP II | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.32 | $0.00 | $47,734.00 | $44,561.00 | $540.00 | $0.00 | $2,100.00 | $0.00 | $500.00 | $47,701.00 |
| 0053 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.32 | $0.00 | $47,734.00 | $47,734.00 | $1,200.00 | $0.00 | $3,900.00 | $0.00 | $500.00 | $53,334.00 |
| 0054 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.32 | $0.00 | $47,734.00 | $47,734.00 | $1,140.00 | $0.00 | $3,300.00 | $0.00 | $500.00 | $52,674.00 |
| 0055 | 113 | DEPUTY SHERIFF | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.00 | $0.00 | $47,734.00 | $37,574.00 | $180.00 | $0.00 | $0.00 | $0.00 | $0.00 | $37,754.00 |
| 0056 | 113 | DEPUTY SHERIFF | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $37,574.00 | $60.00 | $0.00 | $1,500.00 | $0.00 | $0.00 | $39,134.00 |
| 0057 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.32 | $0.00 | $47,734.00 | $47,734.00 | $840.00 | $0.00 | $3,300.00 | $0.00 | $500.00 | $52,374.00 |
| 0058 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $300.00 | $0.00 | $2,100.00 | $0.00 | $500.00 | $43,410.00 |
| 0059 | 113 | DEPUTY SHERIFF | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.00 | $0.00 | $47,734.00 | $37,574.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $37,574.00 |
| 0060 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $240.00 | $0.00 | $3,300.00 | $0.00 | $0.00 | $44,050.00 |
| 0061 | 113 | DEPUTY SHERIFF | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.00 | $0.00 | $46,120.00 | $37,574.00 | $60.00 | $0.00 | $1,200.00 | $0.00 | $0.00 | $38,834.00 |
| 0062 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $40,510.00 | $600.00 | $0.00 | $3,300.00 | $0.00 | $500.00 | $44,910.00 |
| 0063 | 113 | DEPUTY SHERIFF STEP I | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $39,140.00 | $480.00 | $0.00 | $0.00 | $0.00 | $0.00 | $39,620.00 |
| 0064 | 113 | DEPUTY SHERIFF STEP I | $36,480.00 | $2,850.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $39,140.00 | $60.00 | $0.00 | $0.00 | $0.00 | $0.00 | $39,200.00 |
| 0065 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $240.00 | $0.00 | $2,100.00 | $0.00 | $500.00 | $43,350.00 |
| 0066 | 113 | DEPUTY SHERIFF | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.00 | $0.00 | $47,734.00 | $37,574.00 | $120.00 | $0.00 | $0.00 | $0.00 | $0.00 | $37,694.00 |
| 0067 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $600.00 | $0.00 | $0.00 | $0.00 | $0.00 | $46,720.00 |
| 0068 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $240.00 | $0.00 | $0.00 | $0.00 | $0.00 | $40,750.00 |
| 0069 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $40,510.00 | $120.00 | $0.00 | $1,800.00 | $0.00 | $500.00 | $42,930.00 |
| 0070 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $40,510.00 | $480.00 | $0.00 | $2,100.00 | $0.00 | $0.00 | $43,090.00 |
| 0071 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $720.00 | $0.00 | $0.00 | $0.00 | $0.00 | $41,230.00 |
| 0072 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 | $41,050.00 |
| 0073 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.32 | $0.00 | $47,734.00 | $47,734.00 | $780.00 | $0.00 | $3,300.00 | $0.00 | $500.00 | $52,314.00 |
| 0074 | 113 | DEPUTY SHERIFF STEP I | $36,480.00 | $2,850.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $39,140.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $39,140.00 |
| 0075 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.00 | $0.00 | $47,734.00 | $47,734.00 | $720.00 | $0.00 | $1,200.00 | $0.00 | $0.00 | $49,654.00 |
| 0076 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $300.00 | $0.00 | $2,100.00 | $0.00 | $0.00 | $42,910.00 |
| 0077 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.32 | $0.00 | $47,734.00 | $47,734.00 | $720.00 | $0.00 | $2,700.00 | $0.00 | $500.00 | $51,654.00 |
| 0078 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.32 | $0.00 | $47,734.00 | $47,734.00 | $720.00 | $0.00 | $3,300.00 | $0.00 | $500.00 | $52,254.00 |
| 0079 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.32 | $0.00 | $47,734.00 | $47,734.00 | $1,200.00 | $0.00 | $3,300.00 | $0.00 | $500.00 | $52,734.00 |
| 0080 | 113 | DEPUTY SHERIFF STEP I | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $39,140.00 | $660.00 | $0.00 | $0.00 | $0.00 | $0.00 | $39,800.00 |
| 0081 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $480.00 | $0.00 | $0.00 | $0.00 | $0.00 | $40,990.00 |
| 0082 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.32 | $0.00 | $47,734.00 | $47,734.00 | $900.00 | $0.00 | $2,100.00 | $0.00 | $500.00 | $51,234.00 |
| 0083 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.32 | $0.00 | $47,734.00 | $47,734.00 | $840.00 | $0.00 | $3,300.00 | $0.00 | $500.00 | $52,374.00 |
| 0084 | 113 | DEPUTY SHERIFF STEP I | $36,480.00 | $2,850.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $39,140.00 | $120.00 | $0.00 | $1,500.00 | $0.00 | $0.00 | $40,760.00 |
| 0085 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.32 | $0.00 | $47,734.00 | $47,734.00 | $780.00 | $0.00 | $2,100.00 | $0.00 | $500.00 | $51,114.00 |
| 0086 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.32 | $0.00 | $47,734.00 | $47,734.00 | $780.00 | $0.00 | $3,300.00 | $0.00 | $500.00 | $52,314.00 |
| 0087 | 113 | SR. DEPUTY SHERIFF STEP I | $39,330.00 | $2,470.00 | $41,800.00 | 0.03 | $1,254.00 | $0.00 | $43,054.00 | $43,054.00 | $300.00 | $0.00 | $2,100.00 | $0.00 | $500.00 | $45,954.00 |
| 0088 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.32 | $0.00 | $47,734.00 | $47,734.00 | $720.00 | $0.00 | $3,300.00 | $0.00 | $500.00 | $52,254.00 |
| 0089 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.32 | $0.00 | $47,734.00 | $47,734.00 | $900.00 | $0.00 | $3,300.00 | $0.00 | $0.00 | $51,934.00 |
| 0090 | 113 | DEPUTY SHERIFF | $36,480.00 | $2,850.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $37,574.00 | $240.00 | $0.00 | $0.00 | $0.00 | $0.00 | $37,814.00 |
| 0091 | 113 | DEPUTY SHERIFF STEP II | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.00 | $0.00 | $47,734.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0092 | 113 | DEPUTY SHERIFF STEP I | $36,480.00 | $2,850.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $39,140.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $39,140.00 |
| 0093 | 113 | DEPUTY SHERIFF | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $37,574.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $37,574.00 |
| 0094 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.32 | $0.00 | $47,734.00 | $47,734.00 | $840.00 | $0.00 | $3,300.00 | $0.00 | $0.00 | $51,874.00 |
| 0095 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.32 | $0.00 | $47,734.00 | $47,734.00 | $780.00 | $0.00 | $2,700.00 | $0.00 | $500.00 | $51,714.00 |
| 0096 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $300.00 | $0.00 | $2,100.00 | $0.00 | $500.00 | $43,410.00 |

# HIDALGO COUNTY
## COMMISSIONER COURT
## 2013 SALARY SCHEDULE

**3-1100-421-00-280-001-0**

**AI - 37451**

**SHERIFF**

| Slot # | Obj Code | POSITION TITLE | 2012 BUDGETED SALARY | 2013 ADJUSTED SALARY | 2013 BASE SALARY | % Inc. | AMOUNT INCREASE | OTHER INCREASE | 2013 BUDGETED SALARY APPROVED | 2013 ACTUAL SALARY | Other Allowances | | | | | 2013 ACTUAL TOTAL COMPENSATION |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 | |
| 0097 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $420.00 | $0.00 | $2,100.00 | $0.00 | $0.00 | $43,030.00 |
| 0098 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.32 | $0.00 | $47,734.00 | $47,734.00 | $1,380.00 | $0.00 | $1,200.00 | $0.00 | $0.00 | $50,314.00 |
| 0099 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.32 | $0.00 | $47,734.00 | $47,734.00 | $1,500.00 | $0.00 | $1,200.00 | $0.00 | $0.00 | $50,434.00 |
| 0100 | 113 | DEPUTY SHERIFF STEP I | $36,480.00 | $2,660.00 | $39,140.00 | 0.03 | $1,174.20 | $0.00 | $40,314.00 | $39,140.00 | $120.00 | $0.00 | $0.00 | $0.00 | $0.00 | $39,260.00 |
| 0101 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.32 | $0.00 | $47,734.00 | $47,734.00 | $1,620.00 | $0.00 | $1,200.00 | $0.00 | $0.00 | $50,554.00 |
| 0102 | 113 | DEPUTY SHERIFF STEP I | $44,777.00 | ($2,977.00) | $41,800.00 | 0.03 | $1,254.00 | $0.00 | $43,054.00 | $37,574.00 | $540.00 | $0.00 | $1,200.00 | $0.00 | $0.00 | $39,314.00 |
| 0103 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $40,510.00 | $240.00 | $0.00 | $2,100.00 | $0.00 | $500.00 | $43,350.00 |
| 0104 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.32 | $0.00 | $47,734.00 | $47,734.00 | $780.00 | $0.00 | $1,800.00 | $0.00 | $0.00 | $50,314.00 |
| 0105 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.32 | $0.00 | $47,734.00 | $47,734.00 | $720.00 | $0.00 | $1,200.00 | $0.00 | $0.00 | $49,654.00 |
| 0106 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.32 | $0.00 | $47,734.00 | $47,734.00 | $840.00 | $0.00 | $3,000.00 | $0.00 | $0.00 | $51,574.00 |
| 0107 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.00 | $0.00 | $47,734.00 | $47,734.00 | $840.00 | $0.00 | $1,800.00 | $0.00 | $0.00 | $50,374.00 |
| 0108 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $40,510.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $40,810.00 |
| 0109 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $360.00 | $0.00 | $2,100.00 | $0.00 | $500.00 | $43,470.00 |
| 0110 | 113 | DEPUTY SHERIFF STEP I | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $39,140.00 | $600.00 | $0.00 | $0.00 | $0.00 | $0.00 | $39,740.00 |
| 0111 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $600.00 | $0.00 | $5,100.00 | $0.00 | $0.00 | $51,820.00 |
| 0112 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $40,510.00 | $240.00 | $0.00 | $3,000.00 | $0.00 | $0.00 | $43,750.00 |
| 0113 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $240.00 | $0.00 | $0.00 | $0.00 | $0.00 | $40,750.00 |
| 0114 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.32 | $0.00 | $47,734.00 | $47,734.00 | $780.00 | $0.00 | $3,300.00 | $0.00 | $500.00 | $52,314.00 |
| 0115 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $660.00 | $0.00 | $3,300.00 | $0.00 | $500.00 | $50,580.00 |
| 0116 | 113 | DEPUTY SHERIFF | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $37,574.00 | $120.00 | $0.00 | $0.00 | $0.00 | $0.00 | $37,694.00 |
| 0117 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.32 | $0.00 | $47,734.00 | $47,734.00 | $780.00 | $0.00 | $1,200.00 | $0.00 | $0.00 | $49,714.00 |
| 0118 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $660.00 | $0.00 | $3,300.00 | $0.00 | $500.00 | $50,580.00 |
| 0119 | 113 | DEPUTY SHERIFF | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.00 | $0.00 | $46,120.00 | $37,574.00 | $0.00 | $0.00 | $1,800.00 | $0.00 | $0.00 | $39,374.00 |
| 0120 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $240.00 | $0.00 | $0.00 | $0.00 | $0.00 | $40,750.00 |
| 0121 | 113 | SR. DEPUTY SHERIFF STEP II | $41,800.00 | $1,463.00 | $43,263.00 | 0.03 | $1,297.89 | $0.00 | $44,561.00 | $44,561.00 | $420.00 | $0.00 | $4,800.00 | $0.00 | $500.00 | $50,281.00 |
| 0122 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $600.00 | $0.00 | $3,300.00 | $0.00 | $500.00 | $50,520.00 |
| 0123 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $1,620.00 | $0.00 | $3,900.00 | $0.00 | $0.00 | $51,640.00 |
| 0124 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $660.00 | $0.00 | $2,100.00 | $0.00 | $500.00 | $49,380.00 |
| 0125 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $900.00 | $0.00 | $600.00 | $0.00 | $0.00 | $47,620.00 |
| 0126 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $540.00 | $0.00 | $3,300.00 | $0.00 | $500.00 | $50,460.00 |
| 0127 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $540.00 | $0.00 | $2,100.00 | $0.00 | $500.00 | $49,260.00 |
| 0128 | 113 | DEPUTY SHERIFF STEP I | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $39,140.00 | $120.00 | $0.00 | $0.00 | $0.00 | $0.00 | $39,260.00 |
| 0129 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 | $46,660.00 |
| 0130 | 113 | DEPUTY SHERIFF | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.00 | $0.00 | $46,120.00 | $37,574.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $37,574.00 |
| 0131 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $720.00 | $0.00 | $3,300.00 | $0.00 | $500.00 | $50,640.00 |
| 0132 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $660.00 | $0.00 | $1,800.00 | $0.00 | $500.00 | $49,080.00 |
| 0133 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $660.00 | $0.00 | $2,700.00 | $0.00 | $0.00 | $49,480.00 |
| 0134 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $780.00 | $0.00 | $3,300.00 | $0.00 | $500.00 | $50,700.00 |
| 0135 | 113 | DEPUTY SHERIFF | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $37,574.00 | $0.00 | $0.00 | $1,500.00 | $0.00 | $0.00 | $39,074.00 |
| 0136 | 113 | DEPUTY SHERIFF | $36,480.00 | $1,520.00 | $38,000.00 | 0.03 | $1,140.00 | $0.00 | $39,140.00 | $37,574.00 | $240.00 | $0.00 | $0.00 | $0.00 | $0.00 | $37,814.00 |
| 0137 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $660.00 | $0.00 | $1,800.00 | $0.00 | $0.00 | $48,580.00 |
| 0138 | 113 | DEPUTY SHERIFF | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $37,574.00 | $180.00 | $0.00 | $0.00 | $0.00 | $0.00 | $37,754.00 |
| 0139 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 | $46,660.00 |
| 0140 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $540.00 | $0.00 | $3,000.00 | $0.00 | $0.00 | $49,660.00 |
| 0141 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $540.00 | $0.00 | $2,700.00 | $0.00 | $500.00 | $49,860.00 |
| 0142 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $240.00 | $0.00 | $2,100.00 | $0.00 | $0.00 | $42,850.00 |
| 0143 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $480.00 | $0.00 | $2,100.00 | $0.00 | $500.00 | $49,200.00 |
| 0144 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $480.00 | $0.00 | $2,100.00 | $0.00 | $500.00 | $49,200.00 |

# HIDALGO COUNTY
## COMMISSIONER COURT
## 2013 SALARY SCHEDULE

**3-1100-421-00-280-001-0**

**AI - 37451**

**SHERIFF**

| Slot # | Obj Code | POSITION TITLE | 2012 BUDGETED SALARY | 2013 ADJUSTED SALARY | 2013 BASE SALARY | % Inc. | AMOUNT INCREASE | OTHER INCREASE | 2013 BUDGETED SALARY APPROVED | 2013 ACTUAL SALARY | Other Allowances | | | | | 2013 ACTUAL TOTAL COMPENSATION |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 | |
| 0145 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $240.00 | $0.00 | $2,100.00 | $0.00 | $500.00 | $43,350.00 |
| 0146 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $840.00 | $0.00 | $1,200.00 | $0.00 | $0.00 | $48,160.00 |
| 0147 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $300.00 | $0.00 | $2,100.00 | $0.00 | $0.00 | $42,910.00 |
| 0148 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $540.00 | $0.00 | $2,100.00 | $0.00 | $0.00 | $43,150.00 |
| 0149 | 113 | DEPUTY SHERIFF | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $37,574.00 | $180.00 | $0.00 | $0.00 | $0.00 | $0.00 | $37,754.00 |
| 0150 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $40,510.00 | $360.00 | $0.00 | $2,100.00 | $0.00 | $0.00 | $42,970.00 |
| 0151 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $540.00 | $0.00 | $1,200.00 | $0.00 | $0.00 | $47,860.00 |
| 0152 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $420.00 | $0.00 | $1,800.00 | $0.00 | $0.00 | $48,340.00 |
| 0153 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.00 | $0.00 | $46,120.00 | $46,120.00 | $420.00 | $0.00 | $1,800.00 | $0.00 | $0.00 | $48,340.00 |
| 0154 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $780.00 | $0.00 | $2,100.00 | $0.00 | $500.00 | $49,500.00 |
| 0155 | 113 | DEPUTY SHERIFF STEP I | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $39,140.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 | $39,680.00 |
| 0156 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 | $41,050.00 |
| 0157 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $420.00 | $0.00 | $3,300.00 | $0.00 | $500.00 | $50,340.00 |
| 0158 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $660.00 | $0.00 | $2,100.00 | $0.00 | $500.00 | $49,380.00 |
| 0159 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $660.00 | $0.00 | $1,200.00 | $0.00 | $0.00 | $47,980.00 |
| 0160 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $420.00 | $0.00 | $1,800.00 | $0.00 | $0.00 | $48,340.00 |
| 0161 | 113 | DEPUTY SHERIFF | $41,800.00 | $1,463.00 | $43,263.00 | 0.03 | $1,298.00 | $0.00 | $44,561.00 | $37,574.00 | $420.00 | $0.00 | $0.00 | $0.00 | $0.00 | $37,994.00 |
| 0162 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.00 | $0.00 | $46,120.00 | $46,120.00 | $600.00 | $0.00 | $2,100.00 | $0.00 | $0.00 | $48,820.00 |
| 0163 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.00 | $0.00 | $46,120.00 | $46,120.00 | $600.00 | $0.00 | $0.00 | $0.00 | $0.00 | $46,720.00 |
| 0164 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $600.00 | $0.00 | $1,200.00 | $0.00 | $0.00 | $47,920.00 |
| 0165 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $540.00 | $0.00 | $2,100.00 | $0.00 | $0.00 | $48,760.00 |
| 0166 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $300.00 | $0.00 | $2,100.00 | $0.00 | $500.00 | $43,410.00 |
| 0167 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 | $46,660.00 |
| 0168 | 113 | DEPUTY SHERIFF | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.00 | $0.00 | $46,120.00 | $37,574.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $37,574.00 |
| 0169 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $720.00 | $0.00 | $2,700.00 | $0.00 | $500.00 | $50,040.00 |
| 0170 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $540.00 | $0.00 | $1,200.00 | $0.00 | $0.00 | $47,860.00 |
| 0171 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $540.00 | $0.00 | $3,300.00 | $0.00 | $500.00 | $50,460.00 |
| 0172 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $360.00 | $0.00 | $1,800.00 | $0.00 | $0.00 | $42,670.00 |
| 0173 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0174 | 113 | DEPUTY SHERIFF STEP I | $36,480.00 | $2,850.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $39,140.00 | $120.00 | $0.00 | $1,500.00 | $0.00 | $0.00 | $40,760.00 |
| 0175 | 113 | DEPUTY SHERIFF STEP I | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $39,140.00 | $600.00 | $0.00 | $0.00 | $0.00 | $0.00 | $39,740.00 |
| 0176 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $600.00 | $0.00 | $1,200.00 | $0.00 | $0.00 | $47,920.00 |
| 0177 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $420.00 | $0.00 | $3,300.00 | $0.00 | $0.00 | $49,840.00 |
| 0178 | 113 | DEPUTY SHERIFF | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.00 | $0.00 | $46,120.00 | $37,574.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $37,574.00 |
| 0179 | 113 | DEPUTY SHERIFF | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $37,574.00 | $120.00 | $0.00 | $0.00 | $0.00 | $0.00 | $37,694.00 |
| 0180 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $300.00 | $0.00 | $3,600.00 | $0.00 | $500.00 | $44,910.00 |
| 0181 | 113 | ACCOUNTANT II | $41,006.00 | $0.00 | $41,006.00 | 0.03 | $1,230.18 | $0.00 | $42,236.00 | $42,236.00 | $1,740.00 | $0.00 | $0.00 | $0.00 | $0.00 | $43,976.00 |
| 0182 | 113 | MECHANIC IV | $39,707.00 | $233.00 | $39,940.00 | 0.03 | $1,198.20 | $0.00 | $41,138.00 | $41,138.00 | $900.00 | $0.00 | $0.00 | $0.00 | $0.00 | $42,038.00 |
| 0183 | 113 | MECHANIC IV | $39,707.00 | $233.00 | $39,940.00 | 0.03 | $1,198.00 | $0.00 | $41,138.00 | $39,492.48 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $39,492.00 |
| 0184 | 113 | MECHANIC IV | $39,707.00 | $233.00 | $39,940.00 | 0.03 | $1,198.20 | $0.00 | $41,138.00 | $41,138.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 | $41,678.00 |
| 0185 | 113 | MECHANIC IV | $39,707.00 | $233.00 | $39,940.00 | 0.03 | $1,198.20 | $0.00 | $41,138.00 | $41,138.00 | $660.00 | $0.00 | $0.00 | $0.00 | $0.00 | $41,798.00 |
| 0186 | 113 | MECHANIC IV | $37,109.00 | $0.00 | $37,109.00 | 0.03 | $1,113.27 | $0.00 | $38,222.00 | $38,222.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $38,222.00 |
| 0187 | 113 | MECHANIC IV | $39,707.00 | $233.00 | $39,940.00 | 0.03 | $1,198.20 | $0.00 | $41,138.00 | $41,138.00 | $420.00 | $0.00 | $0.00 | $0.00 | $0.00 | $41,558.00 |
| 0188 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $420.00 | $0.00 | $0.00 | $0.00 | $0.00 | $40,930.00 |
| 0189 | 113 | DEPUTY SHERIFF STEP I | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $39,140.00 | $180.00 | $0.00 | $0.00 | $0.00 | $0.00 | $39,320.00 |
| 0190 | 113 | DEPUTY SHERIFF | $36,480.00 | $1,520.00 | $38,000.00 | 0.03 | $1,140.00 | $0.00 | $39,140.00 | $37,574.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $37,574.00 |
| 0191 | 113 | SR. DEPUTY SHERIFF STEP II | $41,800.00 | $1,463.00 | $43,263.00 | 0.03 | $1,297.89 | $0.00 | $44,561.00 | $44,561.00 | $420.00 | $0.00 | $3,600.00 | $0.00 | $500.00 | $49,081.00 |
| 0192 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $420.00 | $0.00 | $0.00 | $0.00 | $0.00 | $40,930.00 |

# HIDALGO COUNTY
## COMMISSIONER COURT
## 2013 SALARY SCHEDULE

**3-1100-421-00-280-001-0**

**AI - 37451**

**SHERIFF**

| Slot # | Obj Code | POSITION TITLE | 2012 BUDGETED SALARY | 2013 ADJUSTED SALARY | 2013 BASE SALARY | % Inc. | AMOUNT INCREASE | OTHER INCREASE | 2013 BUDGETED SALARY APPROVED | 2013 ACTUAL SALARY | Other Allowances | | | | | 2013 ACTUAL TOTAL COMPENSATION |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 | |
| 0193 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $40,510.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $40,810.00 |
| 0194 | 113 | DEPUTY SHERIFF | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $37,574.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 | $38,114.00 |
| 0195 | 113 | SR. DEPUTY SHERIFF STEP I | $39,330.00 | $2,470.00 | $41,800.00 | 0.03 | $1,254.00 | $0.00 | $43,054.00 | $43,054.00 | $300.00 | $0.00 | $1,200.00 | $0.00 | $0.00 | $44,554.00 |
| 0196 | 113 | DEPUTY SHERIFF | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $37,574.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $37,874.00 |
| 0197 | 113 | SR. DEPUTY SHERIFF STEP I | $39,330.00 | $2,470.00 | $41,800.00 | 0.03 | $1,254.00 | $0.00 | $43,054.00 | $43,054.00 | $360.00 | $0.00 | $3,600.00 | $0.00 | $500.00 | $47,514.00 |
| 0198 | 113 | SR. DEPUTY SHERIFF STEP II | $41,800.00 | $1,463.00 | $43,263.00 | 0.03 | $1,297.89 | $0.00 | $44,561.00 | $44,561.00 | $420.00 | $0.00 | $3,300.00 | $0.00 | $500.00 | $48,781.00 |
| 0199 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $660.00 | $0.00 | $3,300.00 | $0.00 | $500.00 | $44,970.00 |
| 0200 | 113 | SR. DEPUTY SHERIFF STEP I | $39,330.00 | $2,470.00 | $41,800.00 | 0.03 | $1,254.00 | $0.00 | $43,054.00 | $43,054.00 | $360.00 | $0.00 | $1,200.00 | $0.00 | $0.00 | $44,614.00 |
| 0201 | 113 | DEPUTY SHERIFF STEP I | $36,480.00 | $2,850.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $39,140.00 | $180.00 | $0.00 | $0.00 | $0.00 | $0.00 | $39,320.00 |
| 0202 | 113 | SR. DEPUTY SHERIFF STEP I | $39,330.00 | $2,470.00 | $41,800.00 | 0.03 | $1,254.00 | $0.00 | $43,054.00 | $43,054.00 | $360.00 | $0.00 | $1,800.00 | $0.00 | $0.00 | $45,214.00 |
| 0203 | 113 | DEPUTY SHERIFF STEP I | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $39,140.00 | $240.00 | $0.00 | $0.00 | $0.00 | $0.00 | $39,380.00 |
| 0204 | 113 | SR. DEPUTY SHERIFF STEP I | $39,330.00 | $2,470.00 | $41,800.00 | 0.03 | $1,254.00 | $0.00 | $43,054.00 | $43,054.00 | $840.00 | $0.00 | $3,300.00 | $0.00 | $500.00 | $47,694.00 |
| 0205 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $40,510.00 | $540.00 | $0.00 | $600.00 | $0.00 | $0.00 | $41,650.00 |
| 0206 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $300.00 | $0.00 | $1,800.00 | $0.00 | $0.00 | $42,610.00 |
| 0207 | 113 | SR. DEPUTY SHERIFF STEP I | $39,330.00 | $2,470.00 | $41,800.00 | 0.03 | $1,254.00 | $0.00 | $43,054.00 | $43,054.00 | $360.00 | $0.00 | $0.00 | $0.00 | $0.00 | $43,414.00 |
| 0208 | 113 | SR. DEPUTY SHERIFF STEP II | $41,800.00 | $1,463.00 | $43,263.00 | 0.03 | $1,297.89 | $0.00 | $44,561.00 | $44,561.00 | $420.00 | $0.00 | $1,800.00 | $0.00 | $0.00 | $46,781.00 |
| 0209 | 113 | SR. DEPUTY SHERIFF STEP II | $41,800.00 | $1,463.00 | $43,263.00 | 0.03 | $1,297.89 | $0.00 | $44,561.00 | $44,561.00 | $600.00 | $0.00 | $2,100.00 | $0.00 | $500.00 | $47,761.00 |
| 0210 | 113 | SR. DEPUTY SHERIFF STEP II | $41,800.00 | $1,463.00 | $43,263.00 | 0.03 | $1,297.89 | $0.00 | $44,561.00 | $44,561.00 | $360.00 | $0.00 | $2,100.00 | $0.00 | $500.00 | $47,521.00 |
| 0211 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $480.00 | $0.00 | $0.00 | $0.00 | $0.00 | $40,990.00 |
| 0212 | 113 | SR. DEPUTY SHERIFF STEP II | $41,800.00 | $1,463.00 | $43,263.00 | 0.03 | $1,298.00 | $0.00 | $44,561.00 | $44,561.00 | $600.00 | $0.00 | $1,800.00 | $0.00 | $0.00 | $46,961.00 |
| 0213 | 113 | SR. DEPUTY SHERIFF STEP II | $41,800.00 | $1,463.00 | $43,263.00 | 0.03 | $1,298.00 | $0.00 | $44,561.00 | $44,561.00 | $480.00 | $0.00 | $2,100.00 | $0.00 | $500.00 | $47,641.00 |
| 0214 | 113 | SR. DEPUTY SHERIFF STEP II | $41,800.00 | $1,463.00 | $43,263.00 | 0.03 | $1,297.89 | $0.00 | $44,561.00 | $44,561.00 | $480.00 | $0.00 | $1,800.00 | $0.00 | $0.00 | $46,841.00 |
| 0215 | 113 | DEPUTY SHERIFF | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $37,574.00 | $360.00 | $0.00 | $0.00 | $0.00 | $0.00 | $37,934.00 |
| 0216 | 113 | SR. DEPUTY SHERIFF STEP II | $41,800.00 | $1,463.00 | $43,263.00 | 0.03 | $1,297.89 | $0.00 | $44,561.00 | $44,561.00 | $540.00 | $0.00 | $2,100.00 | $0.00 | $500.00 | $47,701.00 |
| 0217 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $40,510.00 | $240.00 | $0.00 | $2,100.00 | $0.00 | $500.00 | $43,350.00 |
| 0218 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 | $41,050.00 |
| 0219 | 113 | SR. DEPUTY SHERIFF STEP II | $41,800.00 | $1,463.00 | $43,263.00 | 0.03 | $1,298.00 | $0.00 | $44,561.00 | $44,561.00 | $600.00 | $0.00 | $1,800.00 | $0.00 | $0.00 | $46,961.00 |
| 0220 | 113 | SR. DEPUTY SHERIFF STEP I | $39,330.00 | $2,470.00 | $41,800.00 | 0.03 | $1,254.00 | $0.00 | $43,054.00 | $43,054.00 | $360.00 | $0.00 | $2,100.00 | $0.00 | $500.00 | $46,014.00 |
| 0221 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $600.00 | $0.00 | $2,100.00 | $0.00 | $500.00 | $43,710.00 |
| 0222 | 113 | SR. DEPUTY SHERIFF STEP II | $41,800.00 | $1,463.00 | $43,263.00 | 0.03 | $1,298.00 | $0.00 | $44,561.00 | $44,561.00 | $360.00 | $0.00 | $2,100.00 | $0.00 | $500.00 | $47,521.00 |
| 0223 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $240.00 | $0.00 | $0.00 | $0.00 | $0.00 | $40,750.00 |
| 0224 | 113 | DEPUTY SHERIFF STEP I | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $39,140.00 | $480.00 | $0.00 | $0.00 | $0.00 | $0.00 | $39,620.00 |
| 0225 | 113 | SR. DEPUTY SHERIFF STEP I | $39,330.00 | $2,470.00 | $41,800.00 | 0.03 | $1,254.00 | $0.00 | $43,054.00 | $43,054.00 | $360.00 | $0.00 | $3,300.00 | $0.00 | $500.00 | $47,214.00 |
| 0226 | 113 | DEPUTY SHERIFF STEP I | $36,480.00 | $2,850.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $39,140.00 | $120.00 | $0.00 | $0.00 | $0.00 | $0.00 | $39,260.00 |
| 0227 | 113 | SR. DEPUTY SHERIFF STEP I | $39,330.00 | $2,470.00 | $41,800.00 | 0.03 | $1,254.00 | $0.00 | $43,054.00 | $43,054.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $43,354.00 |
| 0228 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $540.00 | $0.00 | $2,100.00 | $0.00 | $500.00 | $43,650.00 |
| 0229 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $720.00 | $0.00 | $1,800.00 | $0.00 | $0.00 | $43,030.00 |
| 0230 | 113 | SR. DEPUTY SHERIFF STEP I | $39,330.00 | $2,470.00 | $41,800.00 | 0.03 | $1,254.00 | $0.00 | $43,054.00 | $43,054.00 | $360.00 | $0.00 | $0.00 | $0.00 | $0.00 | $43,414.00 |
| 0231 | 113 | DEPUTY SHERIFF STEP I | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $39,140.00 | $180.00 | $0.00 | $0.00 | $0.00 | $0.00 | $39,320.00 |
| 0232 | 113 | SR. DEPUTY SHERIFF STEP I | $39,330.00 | $2,470.00 | $41,800.00 | 0.03 | $1,254.00 | $0.00 | $43,054.00 | $43,054.00 | $360.00 | $0.00 | $3,000.00 | $0.00 | $500.00 | $46,914.00 |
| 0233 | 113 | SR. DEPUTY SHERIFF STEP I | $39,330.00 | $2,470.00 | $41,800.00 | 0.03 | $1,254.00 | $0.00 | $43,054.00 | $43,054.00 | $360.00 | $0.00 | $1,800.00 | $0.00 | $0.00 | $45,214.00 |
| 0234 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $40,510.00 | $600.00 | $0.00 | $3,300.00 | $0.00 | $0.00 | $44,410.00 |
| 0235 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $300.00 | $0.00 | $2,100.00 | $0.00 | $500.00 | $43,410.00 |
| 0236 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $480.00 | $0.00 | $0.00 | $0.00 | $0.00 | $40,990.00 |
| 0237 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $40,510.00 | $420.00 | $0.00 | $0.00 | $0.00 | $0.00 | $40,930.00 |
| 0238 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $360.00 | $0.00 | $2,100.00 | $0.00 | $500.00 | $43,470.00 |
| 0239 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $40,510.00 | $600.00 | $0.00 | $0.00 | $0.00 | $0.00 | $41,110.00 |
| 0240 | 113 | CRIMINAL INTELLIGENCE RESEARCH | $35,563.00 | $0.00 | $35,563.00 | 0.03 | $1,066.89 | $0.00 | $36,630.00 | $36,630.00 | $540.00 | $0.00 | $0.00 | $0.00 | $500.00 | $37,670.00 |

# HIDALGO COUNTY
## COMMISSIONER COURT
## 2013 SALARY SCHEDULE

**3-1100-421-00-280-001-0**

**AI - 37451**

**SHERIFF**

| Slot # | Obj Code | POSITION TITLE | 2012 BUDGETED SALARY | 2013 ADJUSTED SALARY | 2013 BASE SALARY | % Inc. | AMOUNT INCREASE | OTHER INCREASE | 2013 BUDGETED SALARY APPROVED | 2013 ACTUAL SALARY | Other Allowances | | | | | 2013 ACTUAL TOTAL COMPENSATION |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 | |
| 0241 | 113 | EVIDENCE TECHNICIAN | $34,360.00 | $474.00 | $34,834.00 | 0.03 | $1,045.02 | $0.00 | $35,879.00 | $35,879.00 | $780.00 | $0.00 | $0.00 | $0.00 | $500.00 | $37,159.00 |
| 0242 | 113 | EVIDENCE TECHNICIAN | $34,360.00 | $474.00 | $34,834.00 | 0.03 | $1,045.02 | $0.00 | $35,879.00 | $35,879.00 | $540.00 | $0.00 | $0.00 | $0.00 | $500.00 | $36,919.00 |
| 0243 | 113 | HUMAN RESOURCES SPECIALIST II | $32,929.00 | $212.00 | $33,141.00 | 0.03 | $994.23 | $0.00 | $34,135.00 | $34,135.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 | $34,675.00 |
| 0244 | 113 | COMMUNICATIONS SUPERVISOR | $34,360.00 | $0.00 | $34,360.00 | 0.03 | $1,030.80 | $0.00 | $35,391.00 | $35,391.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $35,391.00 |
| 0246 | 113 | COMMUNICATIONS SUPERVISOR | $34,360.00 | $0.00 | $34,360.00 | 0.03 | $1,030.80 | $0.00 | $35,391.00 | $35,391.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $35,391.00 |
| 0247 | 113 | QUARTER MASTER | $31,815.00 | $0.00 | $31,815.00 | 0.03 | $954.45 | $0.00 | $32,769.00 | $32,769.00 | $720.00 | $0.00 | $0.00 | $0.00 | $0.00 | $33,489.00 |
| 0248 | 113 | ADMINISTRATIVE ASSISTANT III | $32,929.00 | $146.00 | $33,075.00 | 0.03 | $992.25 | $0.00 | $34,067.00 | $34,067.00 | $1,320.00 | $0.00 | $0.00 | $0.00 | $0.00 | $35,387.00 |
| 0249 | 113 | ACCOUNTANT I | $31,815.00 | $0.00 | $31,815.00 | 0.03 | $954.45 | $0.00 | $32,769.00 | $32,769.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $33,069.00 |
| 0250 | 113 | COMMUNICATIONS OFFICER | $29,458.00 | $0.00 | $29,458.00 | 0.03 | $883.74 | $0.00 | $30,342.00 | $30,342.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $30,342.00 |
| 0251 | 113 | COMMUNICATIONS OFFICER | $30,489.00 | $0.00 | $30,489.00 | 0.03 | $914.67 | $0.00 | $31,404.00 | $31,404.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $31,404.00 |
| 0252 | 113 | COMMUNICATIONS OFFICER | $29,458.00 | $0.00 | $29,458.00 | 0.03 | $883.74 | $0.00 | $30,342.00 | $30,342.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $30,342.00 |
| 0253 | 113 | COMMUNICATIONS OFFICER | $29,458.00 | $0.00 | $29,458.00 | 0.03 | $883.74 | $0.00 | $30,342.00 | $30,342.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $30,342.00 |
| 0254 | 113 | COMMUNICATIONS OFFICER | $30,489.00 | $0.00 | $30,489.00 | 0.03 | $915.00 | $0.00 | $31,404.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0255 | 113 | COMMUNICATIONS OFFICER | $29,458.00 | $0.00 | $29,458.00 | 0.03 | $884.00 | $0.00 | $30,342.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0256 | 113 | COMMUNICATIONS OFFICER | $30,489.00 | $0.00 | $30,489.00 | 0.03 | $914.67 | $0.00 | $31,404.00 | $31,404.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $31,704.00 |
| 0257 | 113 | COMMUNICATIONS OFFICER | $29,458.00 | $0.00 | $29,458.00 | 0.03 | $883.74 | $0.00 | $30,342.00 | $30,342.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $30,342.00 |
| 0258 | 113 | COMMUNICATIONS OFFICER | $29,458.00 | $0.00 | $29,458.00 | 0.03 | $883.74 | $0.00 | $30,342.00 | $30,342.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $30,342.00 |
| 0259 | 113 | COMMUNICATIONS OFFICER | $30,489.00 | $0.00 | $30,489.00 | 0.03 | $915.00 | $0.00 | $31,404.00 | $31,404.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $31,404.00 |
| 0260 | 113 | COMMUNICATIONS OFFICER | $29,458.00 | $0.00 | $29,458.00 | 0.03 | $883.74 | $0.00 | $30,342.00 | $30,342.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $30,342.00 |
| 0261 | 113 | COMMUNICATIONS OFFICER | $29,458.00 | $0.00 | $29,458.00 | 0.03 | $883.74 | $0.00 | $30,342.00 | $30,342.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $30,342.00 |
| 0262 | 113 | COMMUNICATIONS OFFICER | $30,489.00 | $0.00 | $30,489.00 | 0.03 | $914.67 | $0.00 | $31,404.00 | $31,404.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $31,404.00 |
| 0263 | 113 | COMMUNICATIONS OFFICER | $30,489.00 | $0.00 | $30,489.00 | 0.03 | $914.67 | $0.00 | $31,404.00 | $31,404.00 | $600.00 | $0.00 | $0.00 | $0.00 | $0.00 | $32,004.00 |
| 0264 | 113 | COMMUNICATIONS OFFICER | $30,489.00 | $0.00 | $30,489.00 | 0.03 | $914.67 | $0.00 | $31,404.00 | $31,404.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $31,404.00 |
| 0265 | 113 | COMMUNICATIONS OFFICER | $29,458.00 | $0.00 | $29,458.00 | 0.03 | $884.00 | $0.00 | $30,342.00 | $28,824.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,824.00 |
| 0266 | 113 | COMMUNICATIONS OFFICER | $29,458.00 | $0.00 | $29,458.00 | 0.03 | $884.00 | $0.00 | $30,342.00 | $28,825.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,825.00 |
| 0267 | 113 | COMMUNICATIONS OFFICER | $29,458.00 | $0.00 | $29,458.00 | 0.03 | $884.00 | $0.00 | $30,342.00 | $28,824.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,824.00 |
| 0268 | 113 | COMMUNICATIONS OFFICER | $29,458.00 | $0.00 | $29,458.00 | 0.03 | $883.74 | $0.00 | $30,342.00 | $30,342.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $30,342.00 |
| 0269 | 113 | COMMUNICATIONS OFFICER | $29,458.00 | $0.00 | $29,458.00 | 0.03 | $884.00 | $0.00 | $30,342.00 | $30,342.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $30,342.00 |
| 0270 | 113 | COMMUNICATIONS OFFICER | $30,489.00 | $0.00 | $30,489.00 | 0.03 | $914.67 | $0.00 | $31,404.00 | $31,404.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 | $31,944.00 |
| 0272 | 113 | ADMINISTRATIVE ASSISTANT II | $31,096.00 | $0.00 | $31,096.00 | 0.03 | $932.88 | $0.00 | $32,029.00 | $32,029.00 | $720.00 | $0.00 | $0.00 | $0.00 | $500.00 | $33,249.00 |
| 0273 | 113 | ASSISTANT QUARTER MASTER | $29,458.00 | $0.00 | $29,458.00 | 0.03 | $883.74 | $0.00 | $30,342.00 | $30,342.00 | $720.00 | $0.00 | $0.00 | $0.00 | $0.00 | $31,062.00 |
| 0274 | 113 | ADMINISTRATIVE ASSISTANT I | $26,657.00 | $80.00 | $26,737.00 | 0.03 | $802.11 | $0.00 | $27,539.00 | $27,539.00 | $1,380.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,919.00 |
| 0275 | 113 | ADMINISTRATIVE ASSISTANT I | $26,657.00 | $80.00 | $26,737.00 | 0.03 | $802.11 | $0.00 | $27,539.00 | $27,539.00 | $900.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,439.00 |
| 0276 | 113 | ADMINISTRATIVE ASSISTANT I | $26,657.00 | $80.00 | $26,737.00 | 0.03 | $802.11 | $0.00 | $27,539.00 | $27,539.00 | $1,260.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,799.00 |
| 0277 | 113 | ADMINISTRATIVE ASSISTANT I | $23,385.00 | $0.00 | $23,385.00 | 0.03 | $702.00 | $0.00 | $24,087.00 | $24,087.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $24,087.00 |
| 0278 | 113 | ADMINISTRATIVE ASSISTANT I | $26,657.00 | $80.00 | $26,737.00 | 0.03 | $802.11 | $0.00 | $27,539.00 | $27,539.00 | $1,380.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,919.00 |
| 0279 | 113 | ADMINISTRATIVE ASSISTANT I | $23,385.00 | $0.00 | $23,385.00 | 0.03 | $701.55 | $0.00 | $24,087.00 | $24,087.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $24,087.00 |
| 0280 | 113 | ADMINISTRATIVE ASSISTANT I | $25,839.00 | $245.00 | $26,084.00 | 0.03 | $782.52 | $0.00 | $26,867.00 | $26,867.00 | $960.00 | $0.00 | $0.00 | $0.00 | $0.00 | $27,827.00 |
| 0281 | 113 | ADMINISTRATIVE ASSISTANT I | $25,839.00 | $245.00 | $26,084.00 | 0.03 | $782.52 | $0.00 | $26,867.00 | $26,867.00 | $900.00 | $0.00 | $0.00 | $0.00 | $0.00 | $27,767.00 |
| 0282 | 113 | ADMINISTRATIVE ASSISTANT I | $25,839.00 | $245.00 | $26,084.00 | 0.03 | $782.52 | $0.00 | $26,867.00 | $26,867.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,867.00 |
| 0283 | 113 | ADMINISTRATIVE ASSISTANT I | $25,839.00 | $245.00 | $26,084.00 | 0.03 | $782.52 | $0.00 | $26,867.00 | $26,867.00 | $360.00 | $0.00 | $0.00 | $0.00 | $0.00 | $27,227.00 |
| 0284 | 113 | ADMINISTRATIVE ASSISTANT I | $25,839.00 | $245.00 | $26,084.00 | 0.03 | $782.52 | $0.00 | $26,867.00 | $26,867.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 | $27,407.00 |
| 0285 | 113 | ADMINISTRATIVE ASSISTANT I | $23,385.00 | $0.00 | $23,385.00 | 0.03 | $701.55 | $0.00 | $24,087.00 | $24,087.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $24,087.00 |
| 0287 | 113 | CUSTODIAN II | $22,411.00 | $0.00 | $22,411.00 | 0.03 | $672.33 | $0.00 | $23,083.00 | $23,083.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $23,083.00 |
| 0288 | 113 | ADMINISTRATIVE ASSISTANT I | $25,021.00 | $0.00 | $25,021.00 | 0.03 | $750.63 | $0.00 | $25,772.00 | $25,772.00 | $420.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,192.00 |
| 0289 | 113 | ADMINISTRATIVE ASSISTANT I | $23,385.00 | $0.00 | $23,385.00 | 0.03 | $702.00 | $0.00 | $24,087.00 | $24,087.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $24,087.00 |
| 0290 | 113 | ADMINISTRATIVE ASSISTANT I | $25,021.00 | $0.00 | $25,021.00 | 0.03 | $750.63 | $0.00 | $25,772.00 | $22,882.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $22,882.00 |
| 0291 | 113 | ADMINISTRATIVE ASSISTANT I | $23,385.00 | $0.00 | $23,385.00 | 0.03 | $701.55 | $0.00 | $24,087.00 | $24,087.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $24,087.00 |

# HIDALGO COUNTY
## COMMISSIONER COURT
## 2013 SALARY SCHEDULE

**3-1100-421-00-280-001-0**

**AI - 37451**

**SHERIFF**

| Slot # | Obj Code | POSITION TITLE | 2012 BUDGETED SALARY | 2013 ADJUSTED SALARY | 2013 BASE SALARY | % Inc. | AMOUNT INCREASE | OTHER INCREASE | 2013 BUDGETED SALARY APPROVED | 2013 ACTUAL SALARY | Other Allowances | | | | | 2013 ACTUAL TOTAL COMPENSATION |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 | |
| 0292 | 113 | ADMINISTRATIVE ASSISTANT I | $25,021.00 | $0.00 | $25,021.00 | 0.03 | $750.63 | $0.00 | $25,772.00 | $25,772.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $25,772.00 |
| 0293 | 113 | ADMINISTRATIVE ASSISTANT I | $25,021.00 | $0.00 | $25,021.00 | 0.03 | $751.00 | $0.00 | $25,772.00 | $25,772.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $25,772.00 |
| 0294 | 113 | CUSTODIAN II | $22,411.00 | $0.00 | $22,411.00 | 0.03 | $672.33 | $0.00 | $23,083.00 | $23,083.00 | $420.00 | $0.00 | $0.00 | $0.00 | $0.00 | $23,503.00 |
| 0295 | 113 | CUSTODIAN II | $22,411.00 | $0.00 | $22,411.00 | 0.03 | $672.33 | $0.00 | $23,083.00 | $23,083.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 | $23,623.00 |
| 0296 | 113 | CUSTODIAN II | $22,411.00 | $0.00 | $22,411.00 | 0.03 | $672.33 | $0.00 | $23,083.00 | $23,083.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 | $23,623.00 |
| 0297 | 113 | CUSTODIAN II | $22,411.00 | $0.00 | $22,411.00 | 0.03 | $672.33 | $0.00 | $23,083.00 | $23,083.00 | $420.00 | $0.00 | $0.00 | $0.00 | $0.00 | $23,503.00 |
| 0327 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $40,810.00 |
| 0328 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.00 | $0.00 | $46,120.00 | $46,120.00 | $540.00 | $0.00 | $1,200.00 | $0.00 | $0.00 | $47,860.00 |
| 0329 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $480.00 | $0.00 | $600.00 | $0.00 | $0.00 | $47,200.00 |
| 0330 | 113 | CRIMINAL INTELLIGENCE RESEARCH | $35,563.00 | $0.00 | $35,563.00 | 0.03 | $1,066.89 | $0.00 | $36,630.00 | $36,630.00 | $420.00 | $0.00 | $0.00 | $0.00 | $500.00 | $37,550.00 |
| 0331 | 113 | DEPUTY SHERIFF | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $37,574.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 | $38,114.00 |
| 0332 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0333 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $360.00 | $0.00 | $0.00 | $0.00 | $0.00 | $40,870.00 |
| 0334 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $40,510.00 | $300.00 | $0.00 | $4,800.00 | $0.00 | $500.00 | $46,110.00 |
| 0335 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $40,510.00 | $360.00 | $0.00 | $1,800.00 | $0.00 | $500.00 | $43,170.00 |
| 0336 | 113 | DEPUTY SHERIFF | $36,480.00 | $1,520.00 | $38,000.00 | 0.03 | $1,140.00 | $0.00 | $39,140.00 | $37,574.00 | $0.00 | $0.00 | $1,500.00 | $0.00 | $0.00 | $39,074.00 |
| 0337 | 113 | DEPUTY SHERIFF | $36,480.00 | $1,520.00 | $38,000.00 | 0.03 | $1,140.00 | $0.00 | $39,140.00 | $37,574.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $37,574.00 |
| 0338 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $40,510.00 | $120.00 | $0.00 | $2,100.00 | $0.00 | $500.00 | $43,230.00 |
| 0339 | 113 | SR. DEPUTY SHERIFF STEP II | $41,800.00 | $1,463.00 | $43,263.00 | 0.03 | $1,297.89 | $0.00 | $44,561.00 | $44,561.00 | $600.00 | $0.00 | $3,900.00 | $0.00 | $0.00 | $49,061.00 |
| 0340 | 113 | SR. DEPUTY SHERIFF STEP II | $41,800.00 | $1,463.00 | $43,263.00 | 0.03 | $1,297.89 | $0.00 | $44,561.00 | $44,561.00 | $480.00 | $0.00 | $2,100.00 | $0.00 | $500.00 | $47,641.00 |
| 0341 | 113 | DEPUTY SHERIFF | $41,800.00 | $1,463.00 | $43,263.00 | 0.03 | $1,298.00 | $0.00 | $44,561.00 | $37,574.00 | $120.00 | $0.00 | $0.00 | $0.00 | $0.00 | $37,694.00 |
| 0342 | 113 | DEPUTY SHERIFF STEP I | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $39,140.00 | $600.00 | $0.00 | $0.00 | $0.00 | $0.00 | $39,740.00 |
| 0343 | 113 | SR. DEPUTY SHERIFF STEP II | $41,800.00 | $1,463.00 | $43,263.00 | 0.03 | $1,297.89 | $0.00 | $44,561.00 | $44,561.00 | $600.00 | $0.00 | $2,100.00 | $0.00 | $500.00 | $47,761.00 |
| 0344 | 113 | SR. DEPUTY SHERIFF STEP II | $41,800.00 | $1,463.00 | $43,263.00 | 0.03 | $1,297.89 | $0.00 | $44,561.00 | $44,561.00 | $540.00 | $0.00 | $2,100.00 | $0.00 | $500.00 | $47,701.00 |
| 0345 | 113 | DEPUTY SHERIFF | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $37,574.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $37,574.00 |
| 0346 | 113 | ADMINISTRATIVE ASSISTANT II | $27,276.00 | $0.00 | $27,276.00 | 0.03 | $818.28 | $0.00 | $28,094.00 | $28,094.00 | $1,020.00 | $0.00 | $0.00 | $0.00 | $0.00 | $29,114.00 |
| 0347 | 113 | ADMINISTRATIVE ASSISTANT II | $27,276.00 | $0.00 | $27,276.00 | 0.03 | $818.28 | $0.00 | $28,094.00 | $28,094.00 | $960.00 | $0.00 | $0.00 | $0.00 | $0.00 | $29,054.00 |
| 0361 | 113 | BUDGET MANAGER II | $63,599.00 | $0.00 | $63,599.00 | 0.03 | $1,907.97 | $0.00 | $65,507.00 | $65,507.00 | $1,920.00 | $0.00 | $0.00 | $0.00 | $0.00 | $67,427.00 |
| 0362 | 113 | PROCUREMENT SPECIALIST | $43,284.00 | $0.00 | $43,284.00 | 0.03 | $1,298.52 | $0.00 | $44,583.00 | $44,583.00 | $660.00 | $0.00 | $0.00 | $0.00 | $0.00 | $45,243.00 |
| 0363 | 113 | COMMUNICATIONS SUPERVISOR | $34,360.00 | $0.00 | $34,360.00 | 0.03 | $1,030.80 | $0.00 | $35,391.00 | $35,391.00 | $720.00 | $0.00 | $0.00 | $0.00 | $0.00 | $36,111.00 |
| 0364 | 113 | CRIME VICTIM LIASON | $38,408.00 | $3.00 | $38,411.00 | 0.03 | $1,152.33 | $0.00 | $39,563.00 | $39,563.00 | $780.00 | $0.00 | $0.00 | $0.00 | $0.00 | $40,343.00 |
| 0365 | 113 | CAPTAIN | $65,000.00 | $0.00 | $65,000.00 | 0.03 | $1,950.00 | $0.00 | $66,950.00 | $66,950.00 | $1,620.00 | $0.00 | $1,800.00 | $0.00 | $500.00 | $70,870.00 |
| 0366 | 113 | CAPTAIN | $65,000.00 | $0.00 | $65,000.00 | 0.03 | $1,950.00 | $0.00 | $66,950.00 | $66,950.00 | $1,020.00 | $0.00 | $1,800.00 | $0.00 | $500.00 | $70,270.00 |
| 0367 | 113 | CAPTAIN | $65,000.00 | $0.00 | $65,000.00 | 0.03 | $1,950.00 | $0.00 | $66,950.00 | $66,950.00 | $1,200.00 | $0.00 | $1,800.00 | $0.00 | $500.00 | $70,450.00 |
| 0369 | 113 | DIVISION COMMANDER | $75,000.00 | $0.00 | $75,000.00 | 0.03 | $2,250.00 | $0.00 | $77,250.00 | $77,250.00 | $1,500.00 | $0.00 | $1,800.00 | $0.00 | $500.00 | $81,050.00 |
| 0370 | 113 | CHIEF OF STAFF | $75,000.00 | $0.00 | $75,000.00 | 0.03 | $2,250.00 | $0.00 | $77,250.00 | $77,250.00 | $480.00 | $0.00 | $0.00 | $0.00 | $0.00 | $77,730.00 |
| 0371 | 113 | DEPUTY SHERIFF | $38,000.00 | $0.00 | $38,000.00 | 0.03 | $1,140.00 | $0.00 | $39,140.00 | $37,574.00 | $180.00 | $0.00 | $1,500.00 | $0.00 | $0.00 | $39,254.00 |
| 0372 | 113 | DEPUTY SHERIFF | $38,000.00 | $0.00 | $38,000.00 | 0.03 | $1,140.00 | $0.00 | $39,140.00 | $37,574.00 | $0.00 | $0.00 | $1,200.00 | $0.00 | $0.00 | $38,774.00 |
| 0373 | 113 | DEPUTY SHERIFF | $38,000.00 | $0.00 | $38,000.00 | 0.03 | $1,140.00 | $0.00 | $39,140.00 | $37,574.00 | $60.00 | $0.00 | $0.00 | $0.00 | $0.00 | $37,634.00 |
| 0374 | 113 | DEPUTY SHERIFF | $38,000.00 | $0.00 | $38,000.00 | 0.03 | $1,140.00 | $0.00 | $39,140.00 | $37,574.00 | $480.00 | $0.00 | $0.00 | $0.00 | $0.00 | $38,054.00 |
| 0375 | 113 | DEPUTY SHERIFF STEP I | $38,000.00 | $0.00 | $38,000.00 | 0.03 | $1,140.00 | $0.00 | $39,140.00 | $37,574.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $37,574.00 |
| 0376 | 113 | DEPUTY SHERIFF | $38,000.00 | $0.00 | $38,000.00 | 0.03 | $1,140.00 | $0.00 | $39,140.00 | $37,574.00 | $0.00 | $0.00 | $1,200.00 | $0.00 | $0.00 | $38,774.00 |
| 0377 | 113 | DEPUTY SHERIFF | $38,000.00 | $0.00 | $38,000.00 | 0.03 | $1,140.00 | $0.00 | $39,140.00 | $37,574.00 | $0.00 | $0.00 | $1,200.00 | $0.00 | $0.00 | $38,774.00 |
| 0378 | 113 | DEPUTY SHERIFF STEP I | $38,000.00 | $0.00 | $38,000.00 | 0.03 | $1,140.00 | $0.00 | $39,140.00 | $37,574.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $37,574.00 |
| 0379 | 113 | TECHNICIAN IV | $0.00 | $37,109.00 | $37,109.00 | 0.03 | $1,113.00 | $0.00 | $38,222.00 | $36,693.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $36,693.00 |
| 0380 | 113 | DEPUTY SHERIFF STEP I | $0.00 | $1,180.00 | $1,180.00 | 0 | $0.00 | $0.00 | $1,180.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0382 | 113 | DEPUTY SHERIFF STEP I | $0.00 | $0.00 | $0.00 | 0 | $0.00 | $0.00 | $0.00 | $0.00 | $120.00 | $0.00 | $0.00 | $0.00 | $0.00 | $120.00 |
| 0383 | 113 | DEPUTY SHERIFF STEP II | $0.00 | $1,180.00 | $1,180.00 | 0 | $0.00 | $0.00 | $1,180.00 | $0.00 | $720.00 | $0.00 | $0.00 | $0.00 | $0.00 | $720.00 |

# HIDALGO COUNTY
## COMMISSIONER COURT
## 2013 SALARY SCHEDULE

**3-1100-421-00-280-001-0**

**AI - 37451**

**SHERIFF**

| Slot # | Obj Code | POSITION TITLE | 2012 BUDGETED SALARY | 2013 ADJUSTED SALARY | 2013 BASE SALARY | % Inc. | AMOUNT INCREASE | OTHER INCREASE | 2013 BUDGETED SALARY APPROVED | 2013 ACTUAL SALARY | Other Allowances | | | | | 2013 ACTUAL TOTAL COMPENSATION |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 | |
| 0384 | 113 | DEPUTY SHERIFF STEP II | $0.00 | $1,180.00 | $1,180.00 | 0 | $0.00 | $0.00 | $1,180.00 | $0.00 | $600.00 | $0.00 | $0.00 | $0.00 | $0.00 | $600.00 |
| 0385 | 113 | DEPUTY SHERIFF STEP II | $0.00 | $1,180.00 | $1,180.00 | 0 | $0.00 | $0.00 | $1,180.00 | $0.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 | $540.00 |
| 0386 | 113 | DEPUTY SHERIFF STEP I | $0.00 | $1,140.00 | $1,140.00 | 0 | $0.00 | ($1,140.00) | $0.00 | $0.00 | $480.00 | $0.00 | $1,200.00 | $0.00 | $0.00 | $1,680.00 |
| 0387 | 113 | DEPUTY SHERIFF STEP II | $0.00 | $1,180.00 | $1,180.00 | 0 | $0.00 | $0.00 | $1,180.00 | $0.00 | $480.00 | $0.00 | $0.00 | $0.00 | $0.00 | $480.00 |
| 0388 | 113 | DEPUTY SHERIFF STEP II | $0.00 | $1,180.00 | $1,180.00 | 0 | $0.00 | $0.00 | $1,180.00 | $0.00 | $480.00 | $0.00 | $0.00 | $0.00 | $0.00 | $480.00 |
| 0389 | 113 | DEPUTY SHERIFF STEP II | $0.00 | $1,180.00 | $1,180.00 | 0 | $0.00 | $0.00 | $1,180.00 | $0.00 | $180.00 | $0.00 | $0.00 | $0.00 | $0.00 | $180.00 |
| 0390 | 113 | DEPUTY SHERIFF STEP I | $0.00 | $1,180.00 | $1,180.00 | 0 | $0.00 | $0.00 | $1,180.00 | $0.00 | $120.00 | $0.00 | $0.00 | $0.00 | $0.00 | $120.00 |
| 0391 | 113 | DEPUTY SHERIFF STEP II | $0.00 | $1,180.00 | $1,180.00 | 0 | $0.00 | $0.00 | $1,180.00 | $0.00 | $60.00 | $0.00 | $0.00 | $0.00 | $0.00 | $60.00 |
| 0392 | 113 | DEPUTY SHERIFF STEP II | $0.00 | $1,180.00 | $1,180.00 | 0 | $0.00 | $0.00 | $1,180.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| | | | $13,347,874.00 | $409,179.00 | $13,757,053.00 | | $412,326.55 | $3,892.00 | $14,173,260.00 | $13,697,523.48 | $171,060.00 | $0.00 | $386,100.00 | $0.00 | $49,000.00 | $14,303,683.00 |

**All personnel actions pending CC approval and personnel processing documentation.**

# HIDALGO COUNTY
## COMMISSIONER COURT
## 2013 SALARY SCHEDULE

**2-1241-421-23-125-032-0**

**AI - 37451**

**COURTHOUSE SECURITY**

| Slot # | Obj Code | POSITION TITLE | 2012 BUDGETED SALARY | 2013 ADJUSTED SALARY | 2013 BASE SALARY | % Inc. | AMOUNT INCREASE | OTHER INCREASE | 2013 BUDGETED SALARY APPROVED | 2013 ACTUAL SALARY | Other Allowances | | | | | 2013 ACTUAL TOTAL COMPENSATION |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 | |
| 0001 | 113 | SR. DEPUTY SHERIFF STEP II | $41,800.00 | $1,463.00 | $43,263.00 | 0.03 | $1,297.89 | $0.00 | $44,561.00 | $44,561.00 | $360.00 | $0.00 | $600.00 | $0.00 | $0.00 | $45,521.00 |
| **TRANSFER-OUT EMPLOYEE NO. 083666 TO SHERIFF; TRANSFER-IN EMP NO. 051594 TO COURTHOUSE SECURITY** | | | | | | | | | | | | | | | | |
| | | **SERGEANT STEP IV** | | | | | | | | **$52,508.00** | **$1,080.00** | | **$1,200.00** | | | |
| **0002** | **113** | ~~**SERGEANT STEP III**~~ | **$49,255.00** | **$1,724.00** | **$50,979.00** | **0.03** | **$1,529.00** | **$0.00** | **$52,508.00** | ~~**$50,733.00**~~ | ~~**$780.00**~~ | **$0.00** | ~~**$600.00**~~ | **$0.00** | **$0.00** | **$54,788.00** |
| 0003 | 113 | DEPUTY SHERIFF STEP I | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $39,140.00 | $60.00 | $0.00 | $1,500.00 | $0.00 | $0.00 | $40,700.00 |
| 0004 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.32 | $0.00 | $47,734.00 | $47,734.00 | $720.00 | $0.00 | $1,200.00 | $0.00 | $0.00 | $49,654.00 |
| 0005 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $720.00 | $0.00 | $600.00 | $0.00 | $0.00 | $47,440.00 |
| 0006 | 113 | SR. DEPUTY SHERIFF STEP IV | $44,777.00 | $1,567.00 | $46,344.00 | 0.03 | $1,390.32 | $0.00 | $47,734.00 | $47,734.00 | $840.00 | $0.00 | $0.00 | $0.00 | $0.00 | $48,574.00 |
| 0007 | 113 | DEPUTY SHERIFF STEP I | $38,000.00 | $5,263.00 | $43,263.00 | 0.03 | $1,297.89 | $0.00 | $44,561.00 | $39,140.00 | $240.00 | $0.00 | $0.00 | $0.00 | $0.00 | $39,380.00 |
| 0008 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,180.00 | $0.00 | $40,510.00 | $40,510.00 | $420.00 | $0.00 | $0.00 | $0.00 | $0.00 | $40,930.00 |
| 0009 | 113 | DEPUTY SHERIFF STEP I | $41,800.00 | $1,463.00 | $43,263.00 | 0.03 | $1,298.00 | $0.00 | $44,561.00 | $39,140.00 | $180.00 | $0.00 | $1,200.00 | $0.00 | $0.00 | $40,520.00 |
| 0010 | 113 | SR. DEPUTY SHERIFF STEP III | $43,263.00 | $1,514.00 | $44,777.00 | 0.03 | $1,343.31 | $0.00 | $46,120.00 | $46,120.00 | $1,140.00 | $0.00 | $1,200.00 | $0.00 | $0.00 | $48,460.00 |
| 0011 | 113 | SR. DEPUTY SHERIFF STEP I | $39,330.00 | $2,470.00 | $41,800.00 | 0.03 | $1,254.00 | $0.00 | $43,054.00 | $43,054.00 | $300.00 | $0.00 | $1,200.00 | $0.00 | $0.00 | $44,554.00 |
| 0012 | 113 | DEPUTY SHERIFF STEP II | $38,000.00 | $1,330.00 | $39,330.00 | 0.03 | $1,179.90 | $0.00 | $40,510.00 | $40,510.00 | $180.00 | $0.00 | $0.00 | $0.00 | $0.00 | $40,690.00 |
| 0013 | 113 | SECURITY SPECIALIST | $31,815.00 | $0.00 | $31,815.00 | 0.03 | $954.45 | $0.00 | $32,769.00 | $32,769.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $32,769.00 |
| 0014 | 113 | SECURITY SPECIALIST | $31,815.00 | $0.00 | $31,815.00 | 0.03 | $954.45 | $0.00 | $32,769.00 | $32,769.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $32,769.00 |
| 0015 | 113 | SECURITY SPECIALIST | $31,815.00 | $0.00 | $31,815.00 | 0.03 | $954.00 | $0.00 | $32,769.00 | $32,769.00 | $360.00 | $0.00 | $0.00 | $0.00 | $0.00 | $33,129.00 |
| | | | $595,710.00 | $22,535.00 | $618,245.00 | | $18,546.74 | $0.00 | $636,790.00 | $624,578.00 | $6,600.00 | $0.00 | $8,700.00 | $0.00 | $0.00 | $639,878.00 |

**All personnel actions pending CC approval and personnel processing documentation.**

**AI-37477** **Sheriff's Office 10. B.**

**CC REGULAR**

**Meeting Date:** 03/20/2013

**Submitted By:** Emilia Uriegas, SHERIFF DEPT.

**Department:** SHERIFF DEPT.

## Information

### CAPTION

Presentation and discussion of the 2012 Racial Profiling Report as presented by the Hidalgo County Sheriff's
Office, in accordance with Article 2.133 of the Texas Code of Criminal Procedure.

### BACKGROUND

Copies of the report will be distributed to members at the meeting.

## Fiscal Impact

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

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

### BUDGETARY IMPACT:

No budgetary impact.

## Attachments

report

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Emilia Uriegas | Emilia Uriegas | 03/06/2013 10:47 AM |
| Budget & Management | Obdett Calzada | 03/06/2013 10:51 AM |
| Manuel Chapa | Manuel Chapa | 03/07/2013 02:29 PM |
| Purchasing Department | Monica Badillo | 03/15/2013 04:22 PM |

Form Started By: Emilia Uriegas Started On: 03/06/2013 10:32 AM

Final Approval Date: 03/15/2013

# HIDALGO COUNTY SHERIFF'S OFFICE

## SHERIFF GUADALUPE "LUPE" TREVIÑO

# MEMORANDUM

TO: Hon. Ramon Garcia, County Judge
Hidalgo County Judge's Office

FROM: Guadalupe "Lupe" Trevino, Sheriff
Hidalgo County Sheriff's Office

DATE: March 4, 2013

RE: Racial Profiling Report

Attached you will find the 2012 Racial Profiling Report. It is submitted in accordance with and adherence to Article 2.133 of Texas Code of Criminal Procedure.

# HIDALGO COUNTY SHERIFF'S OFFICE

## SHERIFF GUADALUPE "LUPE" TREVIÑO

# RACIAL PROFILING REPORT 2012

**The 2012 Racial Profiling report is statistical data collected from Traffic Stops from January 1, 2012 through December 31, 2012. It is Submitted in accordance with and adherence to Article 2.133 of the Texas Code of Criminal Procedure.**

**The information contained within this packet is available to the Public in Accordance with the Texas Open Records Act.**

711 El Cibolo Road • P.O. Box 1228 • Edinburg, Texas 78540
Office: (956) 383-8114

# TABLE OF CONTENTS


| | |
|---|---|
| SEC. I | Population |
| SEC. II | Detention Disposition by Race |
| SEC. III | Search Status by Race |
| SEC. IV | Racial Profiling Report submitted to TCLECOSE |
| SEC. V | 2011 Supplement Survey Profile for Hidalgo County, U.S. Census Bureau |

# POPULATION INFORMATION

## Section I: Population

**Reported Population for Hidalgo County is:**

- 797,810

**The racial makeup by Population Numbers for Hidalgo County is:**

- 723,613 Hispanics
- 51,857 White
- 6,382 African American
- 3,989 Native American
- 8,775 Asian
- 3191 Multi-Racial

**The racial makeup by Population percentages:**

- 90.7% Hispanics
- 6.5% White
- 0.8% African American
- 0.5% Native American
- 1.1% Asian
- 0.4 Multi-Racial

**From the reported population, it is evident that Hispanics make up the largest segment of the population for Hidalgo County.**

# HIDALGO COUNTY SHERIFF'S OFFICE
# RACE REPORT

## RACIAL PROFILE 01/01/12 - 12/31/12

| Race | | Subtotal |
|---|---|---|
| ASIAN | | |
| WARNINGS | | 4 |
| CITATIONS | | 0 |
| | TOTAL ASIANS | 4 |
| AFRICAN AMERICAN | | |
| WARNINGS | | 1 |
| CITATIONS | | 0 |
| | TOTAL AFRICAN AMERICAN | 1 |
| NATIVE AMERICAN | | |
| WARNINGS | | 1 |
| CITATIONS | | 0 |
| | TOTAL NATIVE AMERICAN | 1 |
| HISPANIC | | |
| WARNINGS | | 4936 |
| CITATIONS | | 1287 |
| | TOTAL HISPANICS | 6225 |
| CAUCASIAN | | |
| WARNINGS | | 142 |
| CITATIONS | | 33 |
| | TOTAL CAUCASIAN | 175 |

| | |
|---|---|
| SUB TOTAL RACE | 6406 |
| SUB TOTAL WARNINGS | 5084 |
| SUB TOTAL CITATIONS | 1320 |

# HIDALGO COUNTY SHERIFF'S OFFICE
# SEARCH REPORT

**RACIAL PROFILE 01/01/12 - 12/31/12** **Date Printed 03/28/12**

| | | |
|---|---|---|
| **SEARCH CONDUCTED** | YES | 199 |
| **SEARCH CONDUCTED** | NO | 6207 |
| **GRANDTOTAL** | | 6406 |

# TIER 1 - PARTIAL EXEMPTION RACIAL PROFILING REPORT

| | |
|---|---|
| **Agency Name:** | HIDALGO CO. SHERIFF'S OFFICE |
| **Reporting Date:** | 02/28/2013 |
| **TCLEOSE Agency Number:** | 215100 |
| **Chief Administrator:** | GUADALUPE TREVINO, JR. |
| **Agency Contact Information:** | Phone: 956-393-6062<br>Email: jerry.lopez@hidalgoso.org<br>Mailing Address:<br>HIDALGO CO. SHERIFF'S OFFICE<br>P.O. Box 1228<br>Edinburg, tx 78542 |

This Agency claims partial racial profiling report exemption because:
Our vehicles that conduct motor vehicle stops are equipped with video and audio equipment and we maintain videos for 90 days.

Certification to This Report 2.132 (Tier 1) – Partial Exemption

Article 2.132(b) CCP Law Enforcement Policy on Racial Profiling
HIDALGO CO. SHERIFF'S OFFICE has adopted a detailed written policy on racial profiling. Our policy:

(1) clearly defines acts constituting racial profiling;

(2) strictly prohibits peace officers employed by the HIDALGO CO. SHERIFF'S OFFICE from engaging in racial profiling;

(3) implements a process by which an individual may file a complaint with the HIDALGO CO. SHERIFF'S OFFICE if the individual believes that a peace officer employed by the HIDALGO CO. SHERIFF'S OFFICE has engaged in racial profiling with respect to the individual;

(4) provides public education relating to the agency's complaint process;

(5) requires appropriate corrective action to be taken against a peace officer employed by the HIDALGO CO. SHERIFF'S OFFICE who, after an investigation, is shown to have engaged in racial profiling in violation of the HIDALGO CO. SHERIFF'S OFFICE's policy adopted under this article;

(6) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:

(A) the race or ethnicity of the individual detained;

(B) whether a search was conducted and, if so, whether the individual detained consented to the search; and

(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

(A) the Commission on Law Enforcement Officer Standards and Education; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

**I certify these policies are in effect.**

Executed by: ***GUADALUPE TREVINO, JR.***
Chief Administrator

HIDALGO CO. SHERIFF'S OFFICE

Date: 02/28/2013

## HIDALGO CO. SHERIFF'S OFFICEMotor Vehicle Racial Profiling Information

**Number of motor vehicle stops:**

1. **6403** citation only
2. **0** arrest only
3. **3** both

4. **6406 Total** (4, 11, 14 and 17 must be equal)

**Race or Ethnicity:**

5. **1** African
6. **4** Asian
7. **175** Caucasian
8. **6225** Hispanic
9. **0** Middle Eastern
10. **1** Native American

11. **6406 Total** (lines 4, 11, 14 and 17 must be equal)

**Race or Ethnicity known prior to stop?**

12. **0** Yes
13. **6406** No

14. **6406 Total** (lines 4, 11, 14 and 17 must be equal)

**Search conducted?**

15. **199** Yes
16. **6207** No

17. **6406 Total** (lines 4, 11, 14 and 17 must be equal)

**Was search consented?**

18. **187** Yes
19. **12** No

20. **199 Total** (must equal line 15)

# Hidalgo County Profile

**Compiled by**
**The County Information Program, Texas Association of Counties**



The information contained in this report was obtained from The County Information Program's on-line database. The data contained in the database are obtained from official sources and are not the product of the CIP. The CIP, therefore, does not expressly or impliedly warrant the accuracy of the data. Questions regarding the accuracy, methodology, etc. should be directed to the original source of the information. The sources may be obtained from the CIP by contacting the County Information Program, Texas Association of Counties at (512) 478-8753.

Map of County

| | | |
|---|---|---|
| **POPULATION (Census Bureau)** | | |
| County Population «History» «Group Quarters» | | |
| Estimate 2011: | 797,810 | more |
| Census 2010: | 774,769 | more |
| Census 2000: | 569,463 | more |
| Population of the County Seat **(Edinburg)** | | |
| Census 2010: | 77,100 | |
| Census 2000: | 48,465 | |
| **POPULATION OF PLACES IN HIDALGO COUNTY - 2011 (Census Bureau)** | | |
| Note: City and town populations include only those parts of each place found within this county. Use our «Town & City Search» to find the total population of each place. | | |
| Hidalgo County: | 797,810 | more |
| Alamo city: | 18,895 | more |
| Alton city: | 13,969 | more |
| Donna city: | 16,274 | more |
| Edcouch city: | 3,256 | more |
| Edinburg city: | 79,147 | more |
| Elsa city: | 5,831 | more |
| Granjeno city: | 303 | more |
| Hidalgo city: | 11,533 | more |
| La Joya city: | 4,105 | more |
| La Villa city: | 1,993 | more |
| McAllen city: | 133,742 | more |
| Mercedes city: | 16,175 | more |
| Mission city: | 79,368 | more |
| Palmhurst city: | 2,685 | more |
| Palmview city: | 5,632 | more |
| Penitas city: | 4,537 | more |
| Pharr city: | 72,513 | more |
| Progreso city: | 5,671 | more |
| Progreso Lakes city: | 248 | more |
| San Juan city: | 34,872 | more |
| Sullivan City city: | 4,122 | more |
| Weslaco city: | 36,721 | more |
| Balance of Hidalgo County: | 246,218 | more |
| **GENERAL INFORMATION** | | |
| County Size in Square Miles (Census Bureau and EPA) | | |
| Land Area: | 1,570.9 | more |
| Water Area: | 12.0 | more |
| Total Area: | 1,582.9 | more |
| Population Density Per Square Mile | | |
| 2010: | 493.21 | more |
| **DEMOGRAPHICS** | | |
| Ethnicity - 2011 (Census Bureau) | | |
| Percent Hispanic: | 90.7% | more |

| | | |
|---|---|---|
| Race - 2011 (Census Bureau) | | |
| Percent White Alone: | 97.2% | more |
| Percent African American Alone: | 0.8% | more |
| Percent American Indian and Alaska Native Alone: | 0.5% | more |
| Percent Asian Alone: | 1.1% | more |
| Percent Native Hawaiian and Other Pacific Islander Alone: | 0.0% | more |
| Percent Multi-Racial: | 0.4% | more |
| Age - 2011 (Census Bureau) | | |
| 17 and Under: | 34.4% | more |
| 65 and Older: | 9.5% | more |
| 85 and Older: | 1.1% | more |
| Median Age: | 28.5 | more |
| Income | | |
| Per Capita Income - 2011 (BEA): | $21,620 | more |
| Total Personal Income - 2011 (BEA): | $17,248,431,000 | more |
| Median Household Income - 2011 (Census Bureau): | $31,021 | more |
| Poverty - 2011 (Census Bureau) | | |
| Percent of Population in Poverty: | 37.3% | more |
| Percent of Population under 18 in Poverty: | 47.9% | more |
| Educational Attainment (Census Bureau, 2006-2010 American Community Survey 5-Year Estimate) | | |
| Age 25 and older, Percent high school graduate and higher: | 60.2% | |
| Age 25 and older, Percent bachelor's degree or higher: | 15.1% | |
| Wages (BEA) | | |
| Average Wage Per Job - 2011: | $30,204 | more |
| Average Wage Per Job - 2010: | $29,657 | |
| Average Wage Per Job - 2009: | $29,060 | |
| Average Wage Per Job - 2008: | $28,446 | |
| Average Wage Per Job - 2007: | $27,572 | |
| Annual Unemployment Rate, Not Adjusted (Texas Workforce Commission) | | |
| Unemployment Rate - 2011: | 12.0 | more |
| Unemployment Rate - 2010: | 12.1 | |
| Unemployment Rate - 2009: | 10.4 | |
| Unemployment Rate - 2008: | 7.3 | |
| Unemployment Rate - 2007: | 6.6 | |
| County Business Patterns (Census Bureau): «CBP 2010» | | |
| **COUNTY FINANCES (Texas Comptroller of Public Accounts)** | | |
| Property Taxes - 2011 | | |
| Total County Tax Rate: «Historic Tax Rate» «Detailed Tax Rates» | $0.590000 | more |
| Total Market Value: «Values and Levies» | $31,550,176,940 | more |
| Total Appraised Value Available for County Taxation: | $27,128,909,424 | more |
| Total Actual Levy: | $160,060,565 | more |
| **For property tax information about a specific property, contact the** Appraisal District. | | |
| Sales Tax Allocation History | | |
| CY 2012: | $N/A | more |
| CY 2011: | $N/A | |
| CY 2010: | $N/A | |
| CY 2009: | $N/A | |
| CY 2008: | $N/A | |
| **INFRASTRUCTURE EXPENDITURES (Texas Comptroller of Public Accounts)** | | |
| Road and Bridge - 2011 | | |
| County Roads, Construction: | $0 | more |
| County Roads, Maintenance: | $67,442 | more |
| County Roads, Rehabilitation: | $0 | more |
| County Bridges, Construction: | $0 | more |
| County Bridges, Maintenance: | $0 | more |
| County Bridges, Rehabilitation: | $0 | more |
| Right of Way Acquisition: | $0 | more |
| | | more |

| | | |
|---|---|---|
| Utility Construction: | $0 | |
| Other Road Expenditures: | $0 | more |
| **Total Road and Bridge Expenditures:** | **$67,442** | more |
| **COUNTY ROAD MILES (TXDOT)** | | |
| Centerline Miles - 2004 | | |
| Unpaved (Earth and All-weather): | 861 | |
| Paved (bituminous surface, treated, less than 1): | 602 | |
| Paved (mixed bituminous surface, base and surface depth 7): | 0 | |
| Paved (mixed bituminous surface, base and surface depth 7 or more): | 0 | |
| Asphalt: | 0 | |
| Concrete: | 0 | |
| **Total Centerline Miles:** | **1,463** | more |
| Lane Miles - 2004 | | |
| Unpaved (Earth and All-weather): | 1,722 | |
| Paved (bituminous surface, treated, less than 1): | 1,209 | |
| Paved (mixed bituminous surface, base and surface depth 7): | 0 | |
| Paved (mixed bituminous surface, base and surface depth 7 or more): | 0 | |
| Asphalt: | 0 | |
| Concrete: | 0 | |
| **Total Lane Miles:** | **2,931** | more |

**Special Districts** in Hidalgo County.
**School Districts** in Hidalgo County.
**History of City Tax Rates** in Hidalgo County.

**Airports** in Hidalgo County.
**Hospitals** in Hidalgo County.
**Prisons** in Hidalgo County.

**AI-37427** **Tax Office 11. A.**

**CC REGULAR**

**Meeting Date:** 03/20/2013

**Submitted For:** Paul Villarreal Jr. RTA **Submitted By:** Neida Chavana, TAX OFFICE

**Department:** TAX OFFICE

## Information

**CAPTION**

1. Approval to transfer auto allowance in the amount of $1,500.00 from slot #0028 to slot #0041 and pay allowance to employee #084255 effective next full pay period.
2. Approval of revised salary schedule.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1100-415-15-140-001-0-XXX

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

**BUDGETARY IMPACT:**

No Budgetary Impact.

## Attachments

Fiscal Note & Revised salary schedule

PAR

Auto Allowance Form

Job Description

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 03/05/2013 02:02 PM |
| Human Resources | Sylvia Rios | 03/07/2013 10:38 AM |
| Budget & Management | Merlen P. Munoz | 03/08/2013 04:31 PM |
| Sylvia Solis | Sylvia Solis | 03/08/2013 04:59 PM |
| Purchasing Department | Monica Badillo | 03/15/2013 04:22 PM |

Form Started By: Neida Chavana Started On: 03/04/2013 11:36 AM

Final Approval Date: 03/15/2013

# 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, March 19, 2013** **Agenda Item:** 37427

**Summary of request/proposal:**
TAX OFFICE (1100):
Approval to transfer auto allowance in the amount of $1,500.00 from slot #0028 to slot #0041 and pay allowance to Employee #084255 effective next full pay period.

| Fund | Position | Slot# | Obj | Current Budgeted Salary | Adjustment Requested | Total Requested |
|---|---|---|---|---|---|---|
| 1100 | DEPUTY CLERK II | 0028 | 118 | 1,500.00 | 0.00 | (1,500.00) |
| 1100 | ADMINISTRATIVE ASSISTANT III | 0041 | 118 | 0.00 | 1,500.00 | 1,500.00 |
| | | | | | | |
| | | | | | | |
| | | | | 1,500.00 | 1,500.00 | 0.00 |

**Budgetary Impact:**

| INCREASE/DECREASE ACCOUNT NUMBER | | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|---|
| 3-1100-415-15-140-001-0- | 113 | TAX OFFICE - | REG F/T EMPLOYEES | $0.00 |
| 3-1100-415-15-140-001-0- | 211 | TAX OFFICE - | HEALTH INSURANCE | $0.00 |
| 3-1100-415-15-140-001-0- | 212 | TAX OFFICE - | LIFE INSURANCE | $0.00 |
| 3-1100-415-15-140-001-0- | 220 | TAX OFFICE - | FICA | $0.00 |
| 3-1100-415-15-140-001-0- | 230 | TAX OFFICE - | RETIREMENT | $0.00 |
| 3-1100-415-15-140-001-0- | 250 | TAX OFFICE - | UNEMPLOYMENT COMP | $0.00 |
| 3-1100-415-15-140-001-0- | 260 | TAX OFFICE - | WORKER'S COMP | $0.00 |
| | | | | |
| | | | 2013 Budgetary Impact | $0.00 |

2014 Budgetary Impact: $0.00

**Possible Funding Sources:** NO BUDGETARY IMPACT

**Comments:**

| |
|---|
| |
| |
| |
| |

Hidalgo Co. Budget Office
2/3/2005

# HIDALGO COUNTY
## COMMISSIONER COURT
## 2013 SALARY SCHEDULE

**3-1100-415-15-140-001-0**

**AI - 37427**

**TAX OFFICE**

| Slot # | Obj Code | POSITION TITLE | 2012 BUDGETED SALARY | 2013 ADJUSTED SALARY | 2013 BASE SALARY | % Inc. | AMOUNT INCREASE | OTHER INCREASE | 2013 BUDGETED SALARY APPROVED | 2013 ACTUAL SALARY | Other Allowances | | | | | 2013 ACTUAL TOTAL COMPENSATION |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 | |
| 0001 | 111 | TAX ASSESSOR/COLLECTOR | $87,360.00 | $10,140.00 | $97,500.00 | 0 | $0.00 | $0.00 | $97,500.00 | $97,500.00 | $0.00 | $0.00 | $0.00 | $8,000.00 | $0.00 | $105,500.00 |
| 0002 | 113 | CHIEF DEPUTY II | $74,182.00 | $0.00 | $74,182.00 | 0.03 | $2,225.46 | $0.00 | $76,407.00 | $76,407.00 | $1,320.00 | $0.00 | $0.00 | $6,940.00 | $0.00 | $84,667.00 |
| 0003 | 113 | MANAGER, TAX COLLECTION SECTION | $63,599.00 | $0.00 | $63,599.00 | 0.03 | $1,908.00 | $0.00 | $65,507.00 | $65,507.00 | $1,680.00 | $0.00 | $0.00 | $2,800.00 | $0.00 | $69,987.00 |
| 0004 | 113 | MANAGER, MOTOR VEHICLE LICENSE SECTION | $58,342.00 | $6.00 | $58,348.00 | 0.03 | $1,750.44 | $0.00 | $60,098.00 | $60,098.00 | $660.00 | $0.00 | $0.00 | $5,625.00 | $0.00 | $66,383.00 |
| 0005 | 113 | CHIEF FRAUD INVESTIGATOR | $52,254.00 | $370.00 | $52,624.00 | 0.03 | $1,578.72 | $0.00 | $54,203.00 | $54,203.00 | $780.00 | $0.00 | $0.00 | $0.00 | $500.00 | $55,483.00 |
| 0006 | 113 | MANAGER, TAX ASSESSING SECTION | $54,526.00 | $0.00 | $54,526.00 | 0.03 | $1,636.00 | $0.00 | $56,162.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0007 | 113 | ACCOUNTS REPORT SPECIALIST | $52,254.00 | $512.00 | $52,766.00 | 0.03 | $1,582.98 | $0.00 | $54,349.00 | $54,349.00 | $780.00 | $0.00 | $0.00 | $1,500.00 | $0.00 | $56,629.00 |
| 0008 | 113 | ACCOUNTANT IV | $50,487.00 | $0.00 | $50,487.00 | 0.03 | $1,514.61 | $0.00 | $52,002.00 | $52,002.00 | $0.00 | $0.00 | $0.00 | $1,500.00 | $0.00 | $53,502.00 |
| 0009 | 113 | COMPUTER SYSTEM ADMINISTATOR | $47,829.00 | $0.00 | $47,829.00 | 0.03 | $1,434.87 | $0.00 | $49,264.00 | $49,264.00 | $780.00 | $0.00 | $0.00 | $1,500.00 | $0.00 | $51,544.00 |
| 0010 | 113 | FRAUD INVESTIGATOR | $43,284.00 | $0.00 | $43,284.00 | 0.03 | $1,298.52 | $0.00 | $44,583.00 | $44,583.00 | $0.00 | $0.00 | $0.00 | $0.00 | $500.00 | $45,083.00 |
| 0011 | 113 | EXECUTIVE ASSISTANT II | $48,383.00 | $539.00 | $48,922.00 | 0.03 | $1,468.00 | $0.00 | $50,390.00 | $50,390.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 | $50,930.00 |
| 0012 | 113 | ACCOUNTANT III | $46,314.00 | $0.00 | $46,314.00 | 0.03 | $1,389.42 | $0.00 | $47,703.00 | $47,703.00 | $720.00 | $0.00 | $0.00 | $0.00 | $0.00 | $48,423.00 |
| 0014 | 113 | ACCOUNTANT III | $43,284.00 | $0.00 | $43,284.00 | 0.03 | $1,298.52 | $0.00 | $44,583.00 | $44,583.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $44,583.00 |
| 0015 | 113 | ACCOUNTANT III | $46,314.00 | $0.00 | $46,314.00 | 0.03 | $1,389.42 | $0.00 | $47,703.00 | $47,703.00 | $1,080.00 | $0.00 | $0.00 | $1,500.00 | $0.00 | $50,283.00 |
| 0017 | 113 | DEPUTY CLERK II | $38,737.00 | $459.00 | $39,196.00 | 0.03 | $1,175.88 | $0.00 | $40,372.00 | $40,372.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $40,372.00 |
| 0018 | 113 | DEPUTY CLERK III | $39,172.00 | $0.00 | $39,172.00 | 0.03 | $1,175.16 | $0.00 | $40,347.00 | $40,347.00 | $1,920.00 | $0.00 | $0.00 | $1,500.00 | $0.00 | $43,767.00 |
| 0019 | 113 | DEPUTY CLERK III | $39,172.00 | $0.00 | $39,172.00 | 0.03 | $1,175.16 | $0.00 | $40,347.00 | $40,347.00 | $1,980.00 | $0.00 | $0.00 | $1,500.00 | $0.00 | $43,827.00 |
| 0020 | 113 | DEPUTY CLERK III | $39,172.00 | $0.00 | $39,172.00 | 0.03 | $1,175.16 | $0.00 | $40,347.00 | $40,347.00 | $900.00 | $0.00 | $0.00 | $1,500.00 | $0.00 | $42,747.00 |
| 0021 | 113 | DEPUTY CLERK III | $39,172.00 | $0.00 | $39,172.00 | 0.03 | $1,175.16 | $0.00 | $40,347.00 | $40,347.00 | $1,440.00 | $0.00 | $0.00 | $900.00 | $0.00 | $42,687.00 |
| 0022 | 113 | DEPUTY CLERK II | $34,613.00 | $358.00 | $34,971.00 | 0.03 | $1,049.13 | $0.00 | $36,020.00 | $36,020.00 | $600.00 | $0.00 | $0.00 | $1,500.00 | $0.00 | $38,120.00 |
| 0023 | 113 | DEPUTY CLERK II | $34,613.00 | $358.00 | $34,971.00 | 0.03 | $1,049.13 | $0.00 | $36,020.00 | $36,020.00 | $780.00 | $0.00 | $0.00 | $750.00 | $0.00 | $37,550.00 |
| 0024 | 113 | DEPUTY CLERK II | $34,613.00 | $358.00 | $34,971.00 | 0.03 | $1,049.13 | $0.00 | $36,020.00 | $36,020.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 | $36,560.00 |
| 0025 | 113 | BOOKKEEPER II | $32,929.00 | $0.00 | $32,929.00 | 0.03 | $987.87 | $0.00 | $33,917.00 | $33,917.00 | $720.00 | $0.00 | $0.00 | $0.00 | $0.00 | $34,637.00 |
| 0026 | 113 | DEPUTY CLERK II | $35,644.00 | $419.00 | $36,063.00 | 0.03 | $1,081.89 | $0.00 | $37,145.00 | $37,145.00 | $900.00 | $0.00 | $0.00 | $0.00 | $0.00 | $38,045.00 |
| 0027 | 113 | TITLE EXAMINER II | $34,043.00 | $0.00 | $34,043.00 | 0.03 | $1,021.29 | $0.00 | $35,064.00 | $35,064.00 | $780.00 | $0.00 | $0.00 | $0.00 | $0.00 | $35,844.00 |
| | | APPROVAL TO TRANSFER AUTO ALLOWANCE FROM SLOT NO. 0028 TO SLOT NO. 0041 IN THE AMOUNT OF $1,500.00 → | | | | | | | | | | | | $0.00 | | |
| 0028 | 113 | DEPUTY CLERK II | $29,458.00 | $0.00 | $29,458.00 | 0 | $883.74 | $0.00 | $30,342.00 | $30,342.00 | $1,020.00 | $0.00 | $0.00 | ~~$1,500.00~~ | $0.00 | $31,362.00 |
| 0029 | 113 | BOOKKEEPER II | $32,929.00 | $320.00 | $33,249.00 | 0.03 | $997.47 | $0.00 | $34,246.00 | $34,246.00 | $1,140.00 | $0.00 | $0.00 | $0.00 | $0.00 | $35,386.00 |
| 0030 | 113 | DEPUTY CLERK II | $33,582.00 | $0.00 | $33,582.00 | 0.03 | $1,007.46 | $0.00 | $34,589.00 | $34,589.00 | $1,500.00 | $0.00 | $0.00 | $750.00 | $0.00 | $36,839.00 |
| 0031 | 113 | DEPUTY CLERK II | $33,582.00 | $0.00 | $33,582.00 | 0.03 | $1,007.46 | $0.00 | $34,589.00 | $34,589.00 | $1,260.00 | $0.00 | $0.00 | $750.00 | $0.00 | $36,599.00 |
| 0032 | 113 | DEPUTY CLERK II | $29,458.00 | $0.00 | $29,458.00 | 0.03 | $883.74 | $0.00 | $30,342.00 | $30,342.00 | $1,020.00 | $0.00 | $0.00 | $750.00 | $0.00 | $32,112.00 |
| 0034 | 113 | DEPUTY CLERK II | $34,613.00 | $0.00 | $34,613.00 | 0.03 | $1,038.39 | $0.00 | $35,651.00 | $35,651.00 | $1,920.00 | $0.00 | $0.00 | $0.00 | $0.00 | $37,571.00 |
| 0035 | 113 | DEPUTY CLERK II | $34,613.00 | $0.00 | $34,613.00 | 0.03 | $1,038.39 | $0.00 | $35,651.00 | $35,651.00 | $1,860.00 | $0.00 | $0.00 | $0.00 | $0.00 | $37,511.00 |
| 0036 | 113 | DEPUTY CLERK II | $30,489.00 | $376.00 | $30,865.00 | 0.03 | $925.95 | $0.00 | $31,791.00 | $31,791.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 | $32,331.00 |
| 0037 | 113 | TITLE EXAMINER I | $30,141.00 | $447.00 | $30,588.00 | 0.03 | $917.64 | $0.00 | $31,506.00 | $31,506.00 | $660.00 | $0.00 | $0.00 | $0.00 | $0.00 | $32,166.00 |
| 0038 | 113 | BOOKKEEPER I | $30,141.00 | $0.00 | $30,141.00 | 0.03 | $904.23 | $0.00 | $31,045.00 | $31,045.00 | $1,260.00 | $0.00 | $0.00 | $0.00 | $0.00 | $32,305.00 |
| 0039 | 113 | BOOKKEEPER I | $27,276.00 | $0.00 | $27,276.00 | 0.03 | $818.28 | $0.00 | $28,094.00 | $28,094.00 | $420.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,514.00 |
| 0040 | 113 | TECHNICIAN II | $30,141.00 | $0.00 | $30,141.00 | 0.03 | $904.23 | $0.00 | $31,045.00 | $31,045.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $31,345.00 |
| | | APPROVAL TO TRANSFER AUTO ALLOWANCE FROM SLOT NO. 0028 TO SLOT NO. 0041 IN THE AMOUNT OF $1,500.00 → | | | | | | | | | | | | $1,500.00 | | |
| 0041 | 113 | ADMINISTRATIVE ASSISTANT III | $32,929.00 | $0.00 | $32,929.00 | 0 | $987.87 | $0.00 | $33,917.00 | $33,917.00 | $780.00 | $0.00 | $0.00 | ~~$0.00~~ | $0.00 | $36,197.00 |
| 0042 | 113 | DEPUTY CLERK II | $29,458.00 | $140.00 | $29,598.00 | 0.03 | $887.94 | $0.00 | $30,486.00 | $30,486.00 | $1,260.00 | $0.00 | $0.00 | $0.00 | $0.00 | $31,746.00 |
| 0044 | 113 | DEPUTY CLERK I | $28,792.00 | $167.00 | $28,959.00 | 0.03 | $868.77 | $0.00 | $29,828.00 | $29,828.00 | $660.00 | $0.00 | $0.00 | $0.00 | $0.00 | $30,488.00 |
| 0045 | 113 | DEPUTY CLERK I | $28,792.00 | $72.00 | $28,864.00 | 0.03 | $865.92 | $0.00 | $29,730.00 | $29,656.00 | $480.00 | $0.00 | $0.00 | $0.00 | $0.00 | $30,136.00 |
| 0047 | 113 | DEPUTY CLERK I | $27,908.00 | $0.00 | $27,908.00 | 0.03 | $837.24 | $0.00 | $28,745.00 | $28,745.00 | $660.00 | $0.00 | $0.00 | $0.00 | $0.00 | $29,405.00 |
| 0048 | 113 | DEPUTY CLERK I | $27,908.00 | $0.00 | $27,908.00 | 0.03 | $837.24 | $0.00 | $28,745.00 | $28,745.00 | $1,260.00 | $0.00 | $0.00 | $0.00 | $0.00 | $30,005.00 |
| 0049 | 113 | DEPUTY CLERK I | $25,256.00 | $0.00 | $25,256.00 | 0.03 | $757.68 | $0.00 | $26,014.00 | $26,014.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,014.00 |
| 0051 | 113 | BOOKKEEPER I | $27,276.00 | $0.00 | $27,276.00 | 0.03 | $818.28 | $0.00 | $28,094.00 | $28,094.00 | $420.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,514.00 |
| 0052 | 113 | DEPUTY CLERK I | $25,256.00 | $0.00 | $25,256.00 | 0.03 | $757.68 | $0.00 | $26,014.00 | $26,014.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,014.00 |

| | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 0054 | 113 | DEPUTY CLERK I | $26,140.00 | $414.00 | $26,554.00 | 0.03 | $797.00 | $0.00 | $27,351.00 | $27,351.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $27,351.00 |
| 0055 | 113 | DEPUTY CLERK I | $25,256.00 | $214.00 | $25,470.00 | 0.03 | $764.10 | $0.00 | $26,234.00 | $26,234.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,534.00 |
| 0056 | 113 | DEPUTY CLERK I | $25,256.00 | $0.00 | $25,256.00 | 0.03 | $757.68 | $0.00 | $26,014.00 | $26,014.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,014.00 |
| 0057 | 113 | DEPUTY CLERK I | $26,140.00 | $280.00 | $26,420.00 | 0.03 | $792.60 | $0.00 | $27,213.00 | $27,213.00 | $1,140.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,353.00 |
| 0058 | 113 | DEPUTY CLERK I | $26,140.00 | $0.00 | $26,140.00 | 0.03 | $784.20 | $0.00 | $26,924.00 | $26,924.00 | $660.00 | $0.00 | $0.00 | $0.00 | $0.00 | $27,584.00 |
| 0059 | 113 | DEPUTY CLERK I | $26,140.00 | $0.00 | $26,140.00 | 0.03 | $784.00 | $0.00 | $26,924.00 | $24,712.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $24,712.00 |
| 0060 | 113 | DEPUTY CLERK I | $25,256.00 | $369.00 | $25,625.00 | 0.03 | $768.75 | $0.00 | $26,394.00 | $26,394.00 | $840.00 | $0.00 | $0.00 | $0.00 | $0.00 | $27,234.00 |
| 0061 | 113 | DEPUTY CLERK I | $25,256.00 | $0.00 | $25,256.00 | 0.03 | $757.68 | $0.00 | $26,014.00 | $26,014.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,014.00 |
| 0062 | 113 | DEPUTY CLERK I | $25,256.00 | $369.00 | $25,625.00 | 0.03 | $768.75 | $0.00 | $26,394.00 | $26,394.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,394.00 |
| 0063 | 113 | DEPUTY CLERK I | $25,256.00 | $369.00 | $25,625.00 | 0.03 | $768.75 | $0.00 | $26,394.00 | $26,394.00 | $1,140.00 | $0.00 | $0.00 | $0.00 | $0.00 | $27,534.00 |
| 0064 | 113 | DEPUTY CLERK I | $25,256.00 | $369.00 | $25,625.00 | 0.03 | $768.75 | $0.00 | $26,394.00 | $26,394.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,694.00 |
| 0065 | 113 | DEPUTY CLERK I | $25,256.00 | $369.00 | $25,625.00 | 0.03 | $768.75 | $0.00 | $26,394.00 | $26,394.00 | $1,020.00 | $0.00 | $0.00 | $0.00 | $0.00 | $27,414.00 |
| 0066 | 113 | DEPUTY CLERK I | $25,256.00 | $369.00 | $25,625.00 | 0.03 | $768.75 | $0.00 | $26,394.00 | $26,394.00 | $780.00 | $0.00 | $0.00 | $0.00 | $0.00 | $27,174.00 |
| 0067 | 113 | DEPUTY CLERK I | $25,256.00 | $297.00 | $25,553.00 | 0.03 | $766.59 | $0.00 | $26,320.00 | $26,320.00 | $720.00 | $0.00 | $0.00 | $0.00 | $0.00 | $27,040.00 |
| 0068 | 113 | DEPUTY CLERK I | $25,256.00 | $0.00 | $25,256.00 | 0.03 | $757.68 | $0.00 | $26,014.00 | $26,014.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,014.00 |
| 0069 | 113 | DEPUTY CLERK I | $25,256.00 | $0.00 | $25,256.00 | 0.03 | $757.68 | $0.00 | $26,014.00 | $26,014.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,014.00 |
| 0070 | 113 | DEPUTY CLERK I | $25,256.00 | $119.00 | $25,375.00 | 0.03 | $761.25 | $0.00 | $26,136.00 | $26,136.00 | $1,320.00 | $0.00 | $0.00 | $0.00 | $0.00 | $27,456.00 |
| 0071 | 113 | DEPUTY CLERK I | $25,256.00 | $63.00 | $25,319.00 | 0.03 | $760.00 | $0.00 | $26,079.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0072 | 113 | INVENTORY SPECIALIST I | $25,021.00 | $215.00 | $25,236.00 | 0.03 | $757.08 | $0.00 | $25,993.00 | $25,993.00 | $0.00 | $0.00 | $0.00 | $2,250.00 | $0.00 | $28,243.00 |
| 0073 | 113 | DEPUTY CLERK I | $25,256.00 | $0.00 | $25,256.00 | 0.03 | $758.00 | $0.00 | $26,014.00 | $26,014.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,014.00 |
| 0074 | 113 | DEPUTY CLERK I | $27,024.00 | $0.00 | $27,024.00 | 0.03 | $810.72 | $0.00 | $27,835.00 | $27,835.00 | $420.00 | $0.00 | $0.00 | $0.00 | $0.00 | $28,255.00 |
| 0075 | 113 | DEPUTY CLERK I | $25,256.00 | $0.00 | $25,256.00 | 0.03 | $757.68 | $0.00 | $26,014.00 | $26,014.00 | $420.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,434.00 |
| 0076 | 113 | DEPUTY CLERK I | $25,256.00 | $0.00 | $25,256.00 | 0.03 | $757.68 | $0.00 | $26,014.00 | $26,014.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,554.00 |
| 0077 | 113 | DEPUTY CLERK I | $25,256.00 | $0.00 | $25,256.00 | 0.03 | $757.68 | $0.00 | $26,014.00 | $26,014.00 | $420.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,434.00 |
| 0078 | 113 | DEPUTY CLERK I | $25,256.00 | $0.00 | $25,256.00 | 0.03 | $757.68 | $0.00 | $26,014.00 | $26,014.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,314.00 |
| 0079 | 113 | DEPUTY CLERK I | $25,256.00 | $0.00 | $25,256.00 | 0.03 | $757.68 | $0.00 | $26,014.00 | $26,014.00 | $660.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,674.00 |
| 0080 | 113 | DEPUTY CLERK I | $25,256.00 | $0.00 | $25,256.00 | 0.03 | $757.68 | $0.00 | $26,014.00 | $26,014.00 | $600.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,614.00 |
| 0081 | 113 | DEPUTY CLERK I | $25,256.00 | $0.00 | $25,256.00 | 0.03 | $757.68 | $0.00 | $26,014.00 | $26,014.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,014.00 |
| 0082 | 113 | DEPUTY CLERK I | $25,256.00 | $0.00 | $25,256.00 | 0.03 | $757.68 | $0.00 | $26,014.00 | $26,014.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,314.00 |
| 0083 | 113 | DEPUTY CLERK I | $25,256.00 | $0.00 | $25,256.00 | 0.03 | $757.68 | $0.00 | $26,014.00 | $26,014.00 | $480.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,494.00 |
| 0084 | 113 | DEPUTY CLERK I | $25,256.00 | $0.00 | $25,256.00 | 0.03 | $757.68 | $0.00 | $26,014.00 | $26,014.00 | $420.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,434.00 |
| 0085 | 113 | DEPUTY CLERK I | $25,256.00 | $0.00 | $25,256.00 | 0.03 | $757.68 | $0.00 | $26,014.00 | $26,014.00 | $480.00 | $0.00 | $0.00 | $750.00 | $0.00 | $27,244.00 |
| 0086 | 113 | DEPUTY CLERK I | $25,256.00 | $0.00 | $25,256.00 | 0.03 | $757.68 | $0.00 | $26,014.00 | $26,014.00 | $1,260.00 | $0.00 | $0.00 | $0.00 | $0.00 | $27,274.00 |
| 0087 | 113 | DEPUTY CLERK I | $25,256.00 | $0.00 | $25,256.00 | 0.03 | $757.68 | $0.00 | $26,014.00 | $26,014.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,014.00 |
| 0088 | 113 | DEPUTY CLERK I | $25,256.00 | $0.00 | $25,256.00 | 0.03 | $757.68 | $0.00 | $26,014.00 | $26,014.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,014.00 |
| 0089 | 113 | DEPUTY CLERK I | $25,256.00 | $0.00 | $25,256.00 | 0.03 | $757.68 | $0.00 | $26,014.00 | $26,014.00 | $840.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,854.00 |
| 0090 | 113 | DEPUTY CLERK I | $25,256.00 | $0.00 | $25,256.00 | 0.03 | $758.00 | $0.00 | $26,014.00 | $26,014.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,014.00 |
| 0091 | 113 | DEPUTY CLERK I | $25,256.00 | $0.00 | $25,256.00 | 0.03 | $757.68 | $0.00 | $26,014.00 | $26,014.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,014.00 |
| 0092 | 113 | DEPUTY CLERK I | $25,256.00 | $0.00 | $25,256.00 | 0.03 | $757.68 | $0.00 | $26,014.00 | $26,014.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,014.00 |
| 0093 | 113 | DEPUTY CLERK I | $25,256.00 | $0.00 | $25,256.00 | 0.03 | $758.00 | $0.00 | $26,014.00 | $24,713.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $24,713.00 |
| 0094 | 113 | DEPUTY CLERK I | $25,256.00 | $0.00 | $25,256.00 | 0.03 | $757.68 | $0.00 | $26,014.00 | $26,014.00 | $660.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,674.00 |
| 0095 | 113 | DEPUTY CLERK I | $25,256.00 | $0.00 | $25,256.00 | 0.03 | $758.00 | $0.00 | $26,014.00 | $24,712.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $24,712.00 |
| 0096 | 113 | DEPUTY CLERK I | $25,256.00 | $0.00 | $25,256.00 | 0.03 | $757.68 | $0.00 | $26,014.00 | $26,014.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,014.00 |
| 0098 | 113 | DEPUTY CLERK I | $25,256.00 | $0.00 | $25,256.00 | 0.03 | $757.68 | $0.00 | $26,014.00 | $26,014.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,014.00 |
| 0099 | 113 | DEPUTY CLERK I | $25,256.00 | $0.00 | $25,256.00 | 0.03 | $757.68 | $0.00 | $26,014.00 | $26,014.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,314.00 |
| 0100 | 113 | DEPUTY CLERK I | $25,256.00 | $0.00 | $25,256.00 | 0.03 | $757.68 | $0.00 | $26,014.00 | $26,014.00 | $660.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,674.00 |
| 0102 | 113 | DEPUTY CLERK I | $25,256.00 | $0.00 | $25,256.00 | 0.03 | $757.68 | $0.00 | $26,014.00 | $26,014.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,014.00 |
| 0103 | 113 | DEPUTY CLERK I | $25,256.00 | $0.00 | $25,256.00 | 0.03 | $757.68 | $0.00 | $26,014.00 | $26,014.00 | $840.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,854.00 |
| 0104 | 113 | DEPUTY CLERK I | $25,256.00 | $0.00 | $25,256.00 | 0.03 | $757.68 | $0.00 | $26,014.00 | $26,014.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,314.00 |
| 0105 | 113 | DEPUTY CLERK I | $25,256.00 | $0.00 | $25,256.00 | 0.03 | $758.00 | $0.00 | $26,014.00 | $26,014.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,014.00 |
| 0106 | 113 | DEPUTY CLERK I | $25,256.00 | $155.00 | $25,411.00 | 0.03 | $762.33 | $0.00 | $26,173.00 | $26,173.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,473.00 |
| 0107 | 113 | DEPUTY CLERK I | $25,256.00 | $0.00 | $25,256.00 | 0.03 | $757.68 | $0.00 | $26,014.00 | $26,014.00 | $360.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,374.00 |
| 0108 | 113 | DEPUTY CLERK I | $25,256.00 | $0.00 | $25,256.00 | 0.03 | $757.68 | $0.00 | $26,014.00 | $26,014.00 | $480.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,494.00 |
| 0109 | 113 | DEPUTY CLERK I | $25,256.00 | $0.00 | $25,256.00 | 0.03 | $757.68 | $0.00 | $26,014.00 | $26,014.00 | $420.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,434.00 |
| 0110 | 113 | DEPUTY CLERK I | $25,256.00 | $0.00 | $25,256.00 | 0.03 | $757.68 | $0.00 | $26,014.00 | $26,014.00 | $420.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,434.00 |
| 0111 | 113 | DEPUTY CLERK I | $25,256.00 | $0.00 | $25,256.00 | 0.03 | $757.68 | $0.00 | $26,014.00 | $26,014.00 | $480.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,494.00 |
| 0112 | 113 | DEPUTY CLERK I | $25,256.00 | $0.00 | $25,256.00 | 0.03 | $757.68 | $0.00 | $26,014.00 | $26,014.00 | $420.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,434.00 |
| 0113 | 113 | DEPUTY CLERK I | $25,256.00 | $0.00 | $25,256.00 | 0.03 | $757.68 | $0.00 | $26,014.00 | $26,014.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,014.00 |
| 0114 | 113 | DEPUTY CLERK I | $25,256.00 | $0.00 | $25,256.00 | 0.03 | $757.68 | $0.00 | $26,014.00 | $26,014.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,014.00 |
| 0115 | 113 | DEPUTY CLERK I | $25,256.00 | $0.00 | $25,256.00 | 0.03 | $758.00 | $0.00 | $26,014.00 | $24,712.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $24,712.00 |
| 0116 | 113 | DEPUTY CLERK I | $25,256.00 | $0.00 | $25,256.00 | 0.03 | $757.68 | $0.00 | $26,014.00 | $26,014.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,014.00 |

| | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 0117 | 113 | DEPUTY CLERK I | $25,256.00 | $0.00 | $25,256.00 | 0.03 | $757.68 | $0.00 | $26,014.00 | $26,014.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,314.00 |
| 0118 | 113 | DEPUTY CLERK I | $25,256.00 | $0.00 | $25,256.00 | 0.03 | $757.68 | $0.00 | $26,014.00 | $26,014.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,314.00 |
| 0119 | 113 | DEPUTY CLERK I | $25,256.00 | $0.00 | $25,256.00 | 0.03 | $757.68 | $0.00 | $26,014.00 | $26,014.00 | $360.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,374.00 |
| 0120 | 113 | DEPUTY CLERK I | $25,256.00 | $0.00 | $25,256.00 | 0.03 | $757.68 | $0.00 | $26,014.00 | $26,014.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,014.00 |
| 0121 | 113 | DEPUTY CLERK I | $25,256.00 | $0.00 | $25,256.00 | 0.03 | $757.68 | $0.00 | $26,014.00 | $26,014.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,014.00 |
| 0122 | 113 | DEPUTY CLERK I | $25,256.00 | $0.00 | $25,256.00 | 0.03 | $757.68 | $0.00 | $26,014.00 | $26,014.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,014.00 |
| 0123 | 113 | ADMINISTRATIVE ASSISTANT III | $32,929.00 | $0.00 | $32,929.00 | 0.03 | $988.00 | $0.00 | $33,917.00 | $33,917.00 | $0.00 | $0.00 | $0.00 | $1,500.00 | $0.00 | $35,417.00 |
| 0124 | 113 | DEPUTY CLERK II | $31,520.00 | $0.00 | $31,520.00 | 0.03 | $945.60 | $0.00 | $32,466.00 | $32,466.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $32,466.00 |
| 0125 | 113 | DEPUTY CLERK I | $26,140.00 | $0.00 | $26,140.00 | 0.03 | $784.20 | $0.00 | $26,924.00 | $26,924.00 | $780.00 | $0.00 | $0.00 | $0.00 | $0.00 | $27,704.00 |
| 0126 | 113 | DEPUTY CLERK I | $26,140.00 | $0.00 | $26,140.00 | 0.03 | $784.20 | $0.00 | $26,924.00 | $26,924.00 | $480.00 | $0.00 | $0.00 | $0.00 | $0.00 | $27,404.00 |
| 0127 | 113 | DEPUTY CLERK I | $26,140.00 | $0.00 | $26,140.00 | 0.03 | $784.20 | $0.00 | $26,924.00 | $26,924.00 | $1,020.00 | $0.00 | $0.00 | $0.00 | $0.00 | $27,944.00 |
| 0128 | 113 | ADMINISTRATIVE ASSISTANT III | $31,815.00 | $185.00 | $32,000.00 | 0.03 | $960.00 | $0.00 | $32,960.00 | $32,960.00 | $420.00 | $0.00 | $0.00 | $0.00 | $0.00 | $33,380.00 |
| 0129 | 113 | DEPUTY CLERK I | $25,256.00 | $0.00 | $25,256.00 | 0.03 | $757.68 | $0.00 | $26,014.00 | $26,014.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,014.00 |
| 0130 | 113 | DEPUTY CLERK I | $25,256.00 | $0.00 | $25,256.00 | 0.03 | $757.68 | $0.00 | $26,014.00 | $26,014.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,014.00 |
| 0131 | 113 | ACCOUNTANT II | $37,109.00 | $0.00 | $37,109.00 | 0.03 | $1,113.27 | $0.00 | $38,222.00 | $38,222.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $38,222.00 |
| 0132 | 113 | DEPUTY CLERK I | $25,256.00 | $0.00 | $25,256.00 | 0.03 | $757.68 | $0.00 | $26,014.00 | $26,014.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,014.00 |
| 0133 | 113 | DEPUTY CLERK I | $25,256.00 | $0.00 | $25,256.00 | 0.03 | $757.68 | $0.00 | $26,014.00 | $26,014.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,014.00 |
| 0134 | 113 | DEPUTY CLERK I | $25,256.00 | $0.00 | $25,256.00 | 0.03 | $757.68 | $0.00 | $26,014.00 | $26,014.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,014.00 |
| 0135 | 113 | DEPUTY CLERK I | $25,256.00 | $0.00 | $25,256.00 | 0.03 | $757.68 | $0.00 | $26,014.00 | $26,014.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,014.00 |
| 0136 | 113 | DEPUTY CLERK I | $25,256.00 | $0.00 | $25,256.00 | 0.03 | $757.68 | $0.00 | $26,014.00 | $26,014.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,014.00 |
| 0137 | 113 | ACCOUNTANT I | $31,815.00 | $0.00 | $31,815.00 | 0.03 | $954.45 | $0.00 | $32,769.00 | $32,769.00 | $600.00 | $0.00 | $0.00 | $0.00 | $0.00 | $33,369.00 |
| 0138 | 113 | INTERNAL AUDITOR III | $46,747.00 | $0.00 | $46,747.00 | 0.03 | $1,402.41 | $0.00 | $48,149.00 | $48,149.00 | $900.00 | $0.00 | $0.00 | $0.00 | $0.00 | $49,049.00 |
| 0139 | 113 | DEPUTY CLERK III | $34,360.00 | $0.00 | $34,360.00 | 0.03 | $1,030.80 | $0.00 | $35,391.00 | $35,391.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $35,691.00 |
| 0140 | 113 | ACCOUNTING CLERK II | $31,815.00 | $0.00 | $31,815.00 | 0.03 | $954.45 | $0.00 | $32,769.00 | $32,769.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $32,769.00 |
| 0141 | 113 | DEPUTY CLERK II | $29,458.00 | $0.00 | $29,458.00 | 0.03 | $883.74 | $0.00 | $30,342.00 | $30,342.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $30,342.00 |
| 0142 | 113 | DEPUTY CLERK II | $29,458.00 | $0.00 | $29,458.00 | 0.03 | $883.74 | $0.00 | $30,342.00 | $30,342.00 | $660.00 | $0.00 | $0.00 | $0.00 | $0.00 | $31,002.00 |
| 0143 | 113 | DEPUTY CLERK II | $29,458.00 | $0.00 | $29,458.00 | 0.03 | $883.74 | $0.00 | $30,342.00 | $30,342.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $30,342.00 |
| | | | $4,119,207.00 | $19,197.00 | $4,138,404.00 | | $121,230.37 | $0.00 | $4,259,649.00 | $4,171,217.00 | $64,440.00 | $0.00 | $0.00 | $45,265.00 | $1,000.00 | $4,281,922.00 |

**All personnel actions pending CC approval and personnel processing documentation.**

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
MAR - 5 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: TAX OFFICE (140-001) DATE: 3/4/2013

CURRENT POSITION TITLE: DEPUTY CLERK II (AUTO ALLOWANCE) CURRENT SLOT #: 0028 & 0041

REQUESTED POSITION TITLE: ADMINISTRATIVE ASSISTANT III (AUTO ALLOWANCE)

**REQUEST FOR:**

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [x] Other TRANSFER AUTO ALLOWANCE

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

**POSITION SALARY REQUEST:**

Salary Amount:

| $ 1,500.00 | $ 1,500.00 | $ 0.00 |
|---|---|---|
| Current G&S/ Budgeted Salary | Proposed G&S/ Budgeted Salary | Net Change |

Position to be funded from one of the following:

[✓] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[X] Other transfer ~~TRANSFCER~~ AUTO ALLOWANCE FROM SLOT #28 TO #41

**POSITION Type:**

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

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

**TEMPORARY POSITIONS:** N/A

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

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

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

EMPLOYEE WILL BE TRAVELING TO HUMAN RESOURCES, OUR SUB-STATIONS IN WESLACO, PHARR, SAN JUAN ALAMO AND PALMVIEW AS NEEDED TO PERFORM DUTIES NECESSARY TO RUN THIS OFFICE.

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

n/a

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

n/a

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

NO BUDGETARY IMPACT.

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | | |
|---|---|---|---|---|---|---|
| 1. | Paul Villarreal Jr. | 3-4-13 | FUNDING AVAILABLE IN DEPT. BUDGET | [X] | YES | [ ] NO |
| | DEPARTMENT HEAD | Date | | | | |
| 2. | Esthela A. Cortez/sfa | 03.06.13 | PERSONNEL PROCEDURES COMPLETED | [✓] | YES | [ ] NO |
| | HUMAN RESOURCES DIRECTOR | Date | | | | |
| 3. | | 03/07/2013 | BUDGET PROCEDURES COMPLETED | [✓] | YES | [ ] NO |
| | DEPARTMENT OF BUDGET & MANAGEMENT | Date | | | | |
| 4. | | | | | | |
| | COMMISSIONERS' COURT APPROVAL | Date | | | | |

# HIDALGO COUNTY, TEXAS
## Auto Allowance Authorization Form

Department Name/Number: 140/Tax Office  Date: 3/4/2013

Position Title: ADMINISTRATIVE ASSISTANT III  Position Slot No. : 41

Position Status: ☐ Vacant ☑ Current

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

Employee Name: RITA REBECCA VARGAS  Employee Number: 84255

Employee Driver License No.:

Auto Allowance Amount Request: $1,500.00

Estimated Miles Traveled: 3000 YEARLY

Auto Allowance to be funded from one of the following:

☑ Current Department Budget ☐ Annual Budget Cycle ☐ All Required Additional Funds ☐ Other

### VEHICLE INFORMATION

Year, Make, & Model: **2011 CHEVY TAHOE**  Ins. Policy Number: 21416111

VIN Registration No. : **1GNSCAE05BR139920**  Policy Holder's Name: EMILIO VARGAS

License Plate No. : CH6 H962  Ins. Coverage Date: 12/19/2013- 06/18/2013

*Vehicle Insurance Provider: **TX. FARM BUREAU INS. CO**  Ins. Verified By: NCHAVANA 3/4/13

*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.

This employee will be traveling to Human Resources, and to our sub-stations in Weslaco, Pharr, San Juan, Alamo, and Palmview, as needed to perform duties necessary to run this Office.

Rita R. Vargas
**Employee Signature**

3/4/13
**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.*

Paul Dillard
Department Head/Elected Official

3-4-13
Date

Funding Available in Dept. Budget ☑ YES ☐ NO

DBM XXX
Revised: April 2011

# ADMINISTRATIVE ASSISTANT III

**GRADE: 08**

## GENERAL DESCRIPTION

Employee performs complex administrative support or technical program assistance work. Work involves disseminating information, maintaining filing systems, and performing internal administrative support work. Employee may supervise the work of others and may train others. Employee works under general supervision with moderate latitude for the use of initiative and independent judgment.

## EXAMPLES OF WORK PERFORMED

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

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

Participates in the planning and execution of an agency program

Develops, coordinates, and maintains record keeping and filing systems

Responds to inquiries regarding rules, regulations, policies, and procedures

Coordinates meetings, conferences, and seminars

Assists in the development of administrative or technical assistance policies and procedures

May coordinate work between organizational units of the agency

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

May assist in the preparation of presentations for administrative hearings

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

May develop training materials

May train others

May supervise the work of others

Performs related work as assigned

## GENERAL QUALIFICATION GUIDELINES

### Experience and Education

Two to three (2-3) years of experience in administrative support work. Graduation from a junior college with an Associate's degree in administrative support preferred. Two (2) years of experience maybe substituted for one (1) year of education.

### Knowledge, Skills, and Abilities

Knowledge of office practices and administrative procedures

Skill in standard office equipment and software

Ability to implement administrative procedures and to evaluate their effectiveness; to interpret rules, regulations, policies, and procedures; to communicate effectively, to train others; and to supervise the work of others

## PHYSICAL DEMANDS:

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

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

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

## WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

## SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

**AI-37422** **Health & Human Services Dept. 12. C.**

**CC REGULAR**

**Meeting Date:** 03/20/2013

**Submitted For:** Eddie Olivarez **Submitted By:** Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

**Department:** HEALTH & HUMAN SERVICES DEPT.

## Information

### CAPTION

Requesting approval of the Interlocal Cooperation Agreement between Texas A & M University and Hidalgo County. The purpose of the Agreement is to provide Basic Disaster Life Support and Advanced Disaster Life Support training.

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1293-441-00-340-047-3-320

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

### BUDGETARY IMPACT:

Available balance as of 3-6-13 $58,010.00

County shall further provide a suitable classroom facility in which TEEX will provide the on-site training.

County shall provide a firm fixed fee of Twenty Five Thousand Dollars ($25,000) to TEEX for the on-site training.
REQ. #232803

## Attachments

agreement

Legal Review

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 03/04/2013 01:17 PM |
| Manuel Chapa | Manuel Chapa | 03/06/2013 03:49 PM |
| Auditor's Office | Monica Badillo | 03/15/2013 09:01 AM |
| Manuel Chapa | Manuel Chapa | 03/15/2013 09:14 AM |
| Purchasing Department | Monica Badillo | 03/15/2013 04:22 PM |

Form Started By: Mike Escaname Started On: 03/04/2013 10:25 AM

Final Approval Date: 03/15/2013

**STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

**INTERLOCAL COOPERATION AGREEMENT**
**BETWEEN TEXAS A&M UNIVERSITY**
**AND HIDALGO COUNTY, TEXAS**

This Agreement is made and entered on this 20 day of March, 2013, by and between the **TEXAS ENGINEERING EXTENSION SERVICE**, a member of the Texas A&M University System and an agency of the State of Texas, hereinafter referred to as "TEEX" and the **COUNTY OF HIDALGO, TEXAS**, by and through its Department of Health and Human Services, hereinafter referred to as the "County" , pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

**WITNESSETH:**

**WHEREAS**, County is a county in the State of Texas;

**WHEREAS**, TEEX is a service of the Texas A&M University system as created by Texas Education Code Section 88.001;

**WHEREAS**, the County desires to provide training for personnel, including emergency response managers, first-line supervisors and administrators who will function as incident commanders and emergency management coordinators in cases of emergencies involving terrorism, natural disasters and other potential public calamities;

**WHEREAS**, County and TEEX desire to enter into the Agreement in an effort to provide necessary training as stated herein in the most practicable and efficient manner possible;

**WHEREAS**, the County will provide an adequate facility in which to host the specialized training described herein;

**WHEREAS**, TEEX and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., (the "Act") which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act;

**NOW THEREFORE**, TEEX and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. TEEX shall provide on-site delivery of Basic Disaster Life Support and Advanced Disaster Life Support for up to 50 participants.

2. County shall further provide up to 50 participants for the Basic Disaster Life Support and Advanced Disaster Life Support.

3. County shall further provide a suitable classroom facility in which TEEX will provide the on-site training.

4. The actual start and end dates for this training will be mutually agreed upon at least thirty (30) days prior to the start of the training. Basic Disaster Life Support - BDLS and Advanced Disaster Life Support - ADLS Training will be conducted May 29-31, 2013

5. County shall provide a firm fixed fee of Twenty Five Thousand Dollars ($25,000) to TEEX for the on-site training.

6. The costs described in paragraph 5 above include all costs.

7. **Insurance:** As a member of the Texas A&M University System, TEEX is self-insured.

8. **Termination**. Either party may terminate this agreement upon thirty (30) days written notice to the non-terminating party for any reason or no reason at all.

9. **Conflict with Applicable Law**. Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is any conflict between any provision of the 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 even the affected provision or provision of this Agreement shall by modified only to the extent necessary to bring them within the legal requirement and only during the time such conflicts exists.

10. **No Waiver**: No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

11. **Entire Agreement**: The Agreement contains the entire contact among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representation 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 TEEX and the County, and not otherwise.

12. **Notice**: Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by commercial courier with delivery signature required, and addresses to the parties at the addresses set forth below or at such other addresses as nay been theretofore specified by written notice delivered in accordance herewith:

| | |
|---|---|
| If to TEEX: | Mr. Mike Schuler<br>EMS Training Manager<br>200 Technology Way<br>College Station, TX 77845<br>979-458-2150<br>979-458-0890<br>Mike.Schuler@teex.tamu.edu |
| If to the County: | County of Hidalgo<br>Attn: County Judge<br>302 W. University Drive<br>Edinburg, TX 78539<br>956-318-2600<br>956-318-2699 |

Each notice, demand, request, or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given or all purposes at such time as it is personally delivered to the addressee or, if sent by way of commercial courier, at such time as it is delivered to the commercial courier.

13. **Additional Documents**: The parties hereto warrant 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 the Agreement.

14. **Assignment**: This Agreement shall not be assignable.

15. **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.

16. **Authority to Execute**: The execution and performance of this Agreement by each of the parties have been duly authorized by all necessary laws, resolution, ordinances or government body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.

17. **Governmental Purpose**: Each party hereto is entering into this Agreement for the purpose of providing governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

18. **Severability**: Should any phrase, clause, sentence or section of this Agreement be judicially declared to be invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of the Agreement, and such part of the Agreement will be deemed to have been stricken heretofrom and the remainder of the Agreement will have the same force and effect as if such part or parts had never been included herein.

**WITNESS THE HANDS OF THE PARTIES** effective as of the day and year first written above.

**HIDALGO COUNTY, TEXAS**

_____
Signature

_____
Name

_____
Title

_____
Date

**TEXAS ENGINEERING EXTENSION SERVICE**

_____
Signature

_____
Name

_____
Title

_____
Date

## Mike Escaname

**From:** Steve Crain <scrain@atlashall.com>
**Sent:** Friday, March 01, 2013 4:25 PM
**To:** 'Mike Escaname'
**Subject:** RE: Request for Legal Review - Hidalgo County Health & Human Services Dept. - TEEX Interlocal

The agreement is fine.

---

**From:** Mike Escaname [mailto:miguel.escaname@hchd.org]
**Sent:** Friday, March 01, 2013 2:58 PM
**To:** scrain@atlashall.com
**Cc:** eddie.olivarez@hchd.org; darlene.betancourt@co.hidalgo.tx.us; josie.escalante@hchd.org
**Subject:** Request for Legal Review - Hidalgo County Health & Human Services Dept. - TEEX Interlocal

Hello Mr. Crain:

I'm sending this email on behalf of Mr. Olivarez, HCHHSD Chief Administrative Officer

Attached, please find an Interlocal Cooperation Agreement that we are planning to present to Commissioner's Court on Tuesday, March 19, 2013

We'd appreciate if you can review the Agreement and advise whether you approve and / or if there are any revisions that are needed.

If you have any questions, please call Mr. Olivarez.

Thanks,

*Mike Escaname*
**Budget Manager**
**Hidalgo County Health & Human Services Dept.**
**1304 S. 25th St**
**Edinburg, Texas 78539**
**956-383-6221**

**AI-37467** **Health & Human Services Dept. 12. D.**

**CC REGULAR**

**Meeting Date:** 03/20/2013

**Submitted For:** Eddie Olivarez **Submitted By:** Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

**Department:** HEALTH & HUMAN SERVICES DEPT.

## Information

### CAPTION

1. Approval to process the following invoices as claims with authority for County Treasurer to issue check after auditing procedures are completed by County Auditor.

| Vendor | Account No. | Billing Date | Amount |
|---|---|---|---|
| ATT | 956-383-0111-942-9 | Feb 19, 2013 | $101.08 |
| ATT | 956-262-1141-273-7 | Feb 23, 2013 | $460.47 |
| ATT | 57407-805227770 | 02/03/2013 | $42.53 |
| Verizon | 10-5492-2863047639-10 | 01/01/13 | $287.66 |
| Verizon | 10-5492-2863047639-10 | 02/01/13 | $285.67 |
| Verizon | 10-5492-2863047639-10 | 03/01/13 | $285.67 |

2. Approval to add the following account and phone lines to ATT Contract DIR-TEX-AN-NG-CTSA-005.

| Account Number | | Phone Line |
|---|---|---|
| Corporate ID | Invoice Ban | |
| 57407 | 805227770 | 956-968-0085 |
| 57407 | 805227770 | 956-968-7541 |
| 57407 | 805227770 | 956-968-7542 |
| 57407 | 805227770 | 956-969-8332 |
| 57407 | 805227770 | 956-969-8470 |
| 57407 | 805227770 | 956-969-8471 |

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1100-441-00-340-003-0-531

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

### BUDGETARY IMPACT:

Reference PO # 688426 available balance as of 3-7-13 $1,200.00
Requisition# 229965

## Attachments

Invoices

Verizon March Invoice

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 03/06/2013 10:47 AM |
| Manuel Chapa | Manuel Chapa | 03/07/2013 03:22 PM |
| Auditor's Office | Obdett Calzada | 03/12/2013 02:42 PM |
| Manuel Chapa | Manuel Chapa | 03/14/2013 10:23 AM |
| Purchasing Department | Monica Badillo | 03/15/2013 04:22 PM |

Form Started By: Mike Escaname Started On: 03/06/2013 08:57 AM

Final Approval Date: 03/15/2013

HDLGO CTY HLTH DEPT
1304 S 25TH AVE
EDINBURG TX 78542 - 7205

Page 1 of 2
Account Number 956 383-0111 942 9
Billing Date Feb 19, 2013

Web Site att.com

at&t

# Monthly Statement

INVOICE RECEIVED BY:
Jeanette Palacios DATE 2/28/13
GOODS/SERVICES RECEIVED BY:
Palacios DATE 2/19-3/18/13
3 -1100-441-00-340-003 -0-531
PYMT AMOUNT$ 101.08 PO# N/A
APPROVED BY: 3/4/13

## Bill-At-A-Glance

| | |
|---|---|
| Previous Bill | 194.25 |
| Payment Received 1-28 | 97.22CR |
| Adjustments | .00 |
| Past Due - Please Pay Immediately | 97.03 |
| Current Charges | 101.08 |
| **Total Amount Due** | **$198.11** |
| Current Charges Due in Full by | Mar 14, 2013 |

## Billing Summary

Billing Questions? Visit **att.com/billing** **Page**

| | | |
|---|---|---|
| **Plans and Services** | 1 | 101.08 |

1 800 770-2260
Payment Arrangements:
1 800 924-1743
Service Changes:
1 800 321-2000
Repair Services:
1 800 286-8313

RECEIVED
Hidalgo County Health & Human Services Department
FEB 28 2013
1304 S. 25th Ave.
Edinburg, Texas 78542

**Total Current Charges** **101.08**

## Plans and Services

**Monthly Service - Feb 19 thru Mar 18**

**Charges for 956 383-0111**

| | |
|---|---|
| 1. Monthly Charges | 1.30 |
| 2. Basic Local Service - Business | 22.36 |
| Total Charges for 956 383-0111 | 23.66 |

**Charges for 956 383-0112**

| | |
|---|---|
| 3. Monthly Charges | 1.30 |
| 4. Basic Local Service - Business | 22.36 |
| Total Charges for 956 383-0112 | 23.66 |

**Charges for 956 383-7351**

| | |
|---|---|
| 5. Monthly Charges | 1.30 |
| 6. Basic Local Service - Business | 20.85 |
| Total Charges for 956 383-7351 | 22.15 |
| **Total Monthly Service** | **69.47** |

**Directory Assistance**

**411**

| | | |
|---|---|---|
| 7. | 2 Call(s) billed at $1.99 each | 3.98 |

**Local Toll**

**Charges for 956 383-0111**
**Directory Assistance Calls**

| | | | | |
|---|---|---|---|---|
| Dialed | 411: | 1 | 555: | 0 |
| Operator Handled | 411: | 0 | 555: | 0 |

**Charges for 956 383-0112**
**Directory Assistance Calls**

| | | | | |
|---|---|---|---|---|
| Dialed | 411: | 1 | 555: | 0 |
| Operator Handled | 411: | 0 | 555: | 0 |

**Surcharges and Other Fees**

| | |
|---|---|
| 8. Federal Subscriber Line Charge | 16.47 |
| 9. 911 Fee | 1.68 |
| 10. State Cost-Recovery Fee | .15 |
| 11. Federal Universal Service Fee | 2.97 |
| 12. Municipal right-of-way Fee | 6.36 |
| **Total Surcharges and Other Fees** | **27.63** |

**Taxes**

| | |
|---|---|
| 13. Federal | .00 |

## News You Can Use Summary

- PREVENT DISCONNECT
- LONG DIST. PROVIDERS

See "News You Can Use" for additional information

Local Services provided by AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, or AT&T Texas based upon the service address location.

GO GREEN - Enroll in paperless billing.

Printed on Recyclable Paper

Return bottom portion with your check in the enclosed envelope.

HILDALGO CNTY HLTH DPT
ELSA CLINIC
1304 S 25TH AVE
EDINBURG TX 78542 - 7205


Account Number 956 262-1141 273 7
Billing Date Feb 23, 2013
Web Site att.com

INVOICE RECEIVED BY:
Jeanette Palacios DATE 3/4/13
GOODS/SERVICES RECEIVED BY:
DATE 2/23-3/22/13
-1100-441-00-340-003 -0- 531
PYMT AMOUNT$ 460.47 PO# N/A
APPROVED BY:

at&t

# Monthly Statement

## Bill-At-A-Glance

| | |
|---|---|
| Previous Bill | 460.29 |
| Payment | .00 |
| Adjustments | .00 |
| Past Due - Please Pay Immediately | 460.29 |
| Current Charges | 460.47 |
| **Total Amount Due** | **$920.76** |
| Current Charges Due in Full by | Mar 20, 2013 |

## Billing Summary

Billing Questions? Visit **att.com/billing**

| | Page | |
|---|---|---|
| **Plans and Services** | 1 | 460.47 |

1 800 770-2260
Payment Arrangements:
1 800 924-1743
Service Changes:
1 800 321-2000
Repair Services:
1 800 286-8313

**Total Current Charges** 460.47

RECEIVED
Hidalgo County Health & Human Services
MAR 04 2013
1304 S. 25th
Edinburg, Texas 78542

## Plans and Services

**Monthly Service - Feb 23 thru Mar 22**

**Charges for 956 262-1141**

| | |
|---|---|
| 1. Monthly Charges | 284.37 |
| 2. Basic Local Service - Business | 20.85 |
| Total Charges for 956 262-1141 | 305.22 |

**Charges for 956 262-2361**

| | |
|---|---|
| 3. Monthly Charges | 1.30 |
| 4. Basic Local Service - Business | 20.85 |
| Total Charges for 956 262-2361 | 22.15 |

**Charges for 956 262-3130**

| | |
|---|---|
| 5. Monthly Charges | 1.30 |
| 6. Basic Local Service - Business | 20.85 |
| Total Charges for 956 262-3130 | 22.15 |

**Charges for 956 262-3491**

| | |
|---|---|
| 7. Monthly Charges | 1.30 |
| 8. Basic Local Service - Business | 20.85 |
| Total Charges for 956 262-3491 | 22.15 |

**Charges for 956 262-7842**

| | |
|---|---|
| 9. Monthly Charges | 1.30 |
| 10. Basic Local Service - Business | 20.85 |
| Total Charges for 956 262-7842 | 22.15 |

**Charges for 956 262-9138**

| | |
|---|---|
| 11. Monthly Charges | 1.30 |
| 12. Basic Local Service - Business | 20.85 |
| Total Charges for 956 262-9138 | 22.15 |
| **Total Monthly Service** | **415.97** |

**Surcharges and Other Fees**

| | |
|---|---|
| 13. Federal Subscriber Line Charge | 32.94 |
| 14. 911 Fee | 3.36 |
| 15. State Cost-Recovery Fee | 2.26 |
| 16. Federal Universal Service Fee | 5.94 |
| **Total Surcharges and Other Fees** | **44.50** |

**Taxes**

| | |
|---|---|
| 17. Federal | .00 |
| 18. State and Local | .00 |
| **Total Taxes** | **.00** |

**Total Plans and Services** 460.47
Amount Subject to Sales Tax: 2.26

## News You Can Use Summary

- PREVENT DISCONNECT
- LONG DIST. PROVIDERS

See "News You Can Use" for additional information

**Local Services provided by AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, or AT&T Texas based upon the service address location.**

**GO GREEN - Enroll in paperless billing.**

Printed on Recyclable Paper

**Return bottom portion with your check in the enclosed envelope.**

at&t

COUNTY OF HIDALGO
1304 S 25TH AVE
EDINBURG TX 78542-7205

RECEIVED
FEB 19 2013
Hidalgo County Health & Human Services

Corporate ID: 57407
Invoice BAN: 805227770
Statement Date: 02/03/2013



| Amount of Last Bill | Payments Applied through 01/17/2013 | Adjustments Applied to Balance Due | *Balance from Previous Bill | Current Charges Due by 03/20/2013 | TOTAL AMOUNT DUE |
|---|---|---|---|---|---|
| 75.43 | 32.66CR | 0.00 | 42.77 | 42.53 | 85.30 |

## Bill Summary For COUNTY OF HIDALGO

**Previous Charges and Credits**

| | | |
|---|---|---|
| Amount of Last Bill | | 75.43 |
| Payments Applied through 01/17/2013 - See Account Summary (Invoice BAN) | | 32.66CR |
| **Adjustments Applied to Balance Due** | | |
| AT&T Long Distance | 0.00 | |
| **Total Adjustments Applied to Balance Due** | | 0.00 |
| ***Balance from Previous Bill** | | 42.77 |

pd 1/29/13 #374223

**Current Charges**

| | |
|---|---|
| AT&T Long Distance | 42.53 |
| **Total Current Charges Due by 03/20/2013** | 42.53 |
| **Total Amount Due** | 85.30 |

*Balance from Previous Bill Detail

| | |
|---|---|
| Charges due by 02/18/13 | 42.77 |
| Total Balance from Previous Bill | 42.77 |

**Helpful Numbers**

| | |
|---|---|
| For Billing Questions | 1-800-594-0359 |
| For Repair Service | 1-877-286-0200 |
| For Payment Arrangements | 1-888-851-1116 |
| To Place an Order | 1-800-321-2000 |

INVOICE RECEIVED BY: Jeanette Palacios DATE 2/15/13
GOODS/SERVICES RECEIVED BY: Palacios DATE 2/1-2/1/13
5 -1100-441-00-340-503 -0-531
PYMT AMOUNT$ 42.53 PO# 688426
APPROVED BY: 2/28/13

Return this portion with check payable to **AT&T Long Distance**

Please include this number with your check 805227770-0

| Past Due Amount-Please Pay Immediately | Total Billed Amount | Amount Enclosed |
|---|---|---|
| **$0.00** | **$85.30** | |

Corporate ID: 57407
Invoice BAN: 805227770

3984.3.89.21398 2 AB 0.384 es

COUNTY OF HIDALGO
1304 S 25TH AVE
EDINBURG TX 78542-7205

RECEIVED
Hidalgo County Health
& Human Services Department
FEB 15 2013
1304 S. 25th Ave
Edinburg, Texas 78542

Mail Payment To:
AT&T LONG DISTANCE
PO BOX 5017
CAROL STREAM IL 60197-5017

71001000000000000008052277700000000000008530000009

verizon

Billing Date: 01/01/13 Page 1 of 6
Telephone Number : 956 968-7541 711217
Account Number: 10 5492 2863047639 10
How to Reach Us : See page 2

COUNTY OF HIDALGO

**Account Summary**

| | |
|---|---|
| **Previous Charges** | $ 573.08 |
| Payment(s) received. Thank you. | – 573.08 |
| **Balance** | **$ .00** |

**New Charges**

| | |
|---|---|
| Verizon (page 3) | $ 287.66 |
| **Total New Charges Due Jan 26, 2013** | **$ 287.66** |

To avoid a late payment charge of 5.0% or $5.00, whichever is greater, payment must be received before Jan 31, 2013.

**Total Due** **$ 287.66**

INVOICE RECEIVED BY: .
Jeanette Palacios DATE 1/14/13
GOODS/SERVICES RECEIVED BY:
DATE 1/1 - 1/31/13
3 -1100-441-00-340 -0- 531
PYMT AMOUNT$ 287.66 PO# NA
APPROVED BY:

**Mail Payments To:**
VERIZON SOUTHWEST, PO BOX 920041, DALLAS TX 75392-0041

**Change of billing address?**
Go to verizon.com/billingaddress or call us.

▼ Detach & return payment slip with your check, payable to Verizon.

verizon

Account: 10 5492 2863047639 10
**New Charges Due: Jan 26, 2013**
**Total Due: $ 287.66**

210*HBRDA1
00001406 3S0000008923
10-TX 5492
9569687541 19711217

010113

Amount Paid :

$ ☐☐☐.☐☐

RECEIVED
Hidalgo County Health
& Human Services Department
JAN 14 2013
1304 S. 25th Ave.

00001406 01 AB 0.374 SW010111 0010
COUNTY OF HIDALGO
1304 S 25TH
EDINBURG TX 78542-7205

VERIZON SOUTHWEST
PO BOX 920041
DALLAS TX 75392-0041

10 5492 2863047639 10N00000000000 0000028766 01

verizon


Telephone Number : 956 968-7541 711217
Account Number: 10 5492 2863047639 10
How to Reach Us : See page 2

COUNTY OF HIDALGO

## Account Summary

| | |
|---|---|
| **Previous Charges** | $ 287.66 |
| No Payment Received | .00 |
| **Past Due Charges (please pay now)** | **$ 287.66** |
| **New Charges** | |
| Verizon (page 3) | $ 285.67 |
| **Total New Charges Due Feb 26, 2013** | **$ 285.67** |
| To avoid a late payment charge of 5.0% or $5.00, whichever is greater, payment must be received before Mar 03, 2013. | |
| **Total Due** | **$ 573.33** |

INVOICE RECEIVED BY:
Jeanette Palacios DATE 2/8/13
GOODS/SERVICES RECEIVED BY:
Palacios DATE 2/1-2/28/13
3 -1100-441-00-340-003 -0-531
PYMT AMOUNT$ 285.67 PO# N/A
APPROVED BY:

**Mail Payments To:**
VERIZON SOUTHWEST, PO BOX 920041, DALLAS TX 75392-0041

**Change of billing address?**
Go to verizon.com/billingaddress or call us.

▼ Detach & return payment slip with your check, payable to Verizon.

verizon

Account: 10 5492 2863047639 10
**New Charges Due: Feb 26, 2013**
**Total Due: $ 573.33**

210*HBRDA1
00001344 3S0000007551
10-TX 5492
9569687541 19711217

020113

Amount Paid :

$ ☐☐☐.☐☐

RECEIVED
Hidalgo County Health
& Human Services Department
FEB 08 2013

00001344 01 AB 0.384 SW020111 0010
COUNTY OF HIDALGO
1304 S. 25TH
EDINBURG TX 78542-7205

1304 S. 25th Ave.
Edinburg, Texas 78542

VERIZON SOUTHWEST
PO BOX 920041
DALLAS TX 75392-0041

10 5492 2863047639 10N0000002876G 00000057333 09

verizon


Telephone Number : 956 968-7541 711217
Account Number: 10 5492 2863047639 10
How to Reach Us : See page 2

COUNTY OF HIDALGO

**Account Summary**

| | |
|---|---|
| **Previous Charges** | $ 573.33 |
| No Payment Received | .00 |
| **Past Due Charges (please pay now)** | **$ 573.33** |

**New Charges**

| | |
|---|---|
| Verizon (page 3) | $ 285.67 |
| **Total New Charges Due Mar 26, 2013** | **$ 285.67** |

To avoid a late payment charge of 5.0% or $5.00, whichever is greater, payment must be received before Mar 31, 2013.

| | |
|---|---|
| **Total Due** | **$ 859.00** |

RECEIVED
Hidalgo County Health
& Human Services Department
MAR 1 1 2013
1304 S. 25th Ave.
Edinburg, Texas 78542

**Mail Payments To:**
VERIZON SOUTHWEST, PO BOX 920041, DALLAS TX 75392-0041

**Change of billing address?**
Go to verizon.com/billingaddress or call us.

▼ Detach & return payment slip with your check, payable to Verizon.

verizon

Account: 10 5492 2863047639 10
210*HBRDA1
00001328 3S0000007611
10-TX 5492
9569687541 19711217

**New Charges Due: Mar 26, 2013**

**Total Due: $ 859.00** 030113

Amount Paid :

$ ☐☐☐.☐☐

00001328 01 AB 0.384 SW030111 0009
COUNTY OF HIDALGO
1304 S. 25TH
EDINBURG TX 78542-7205

VERIZON SOUTHWEST
PO BOX 920041
DALLAS TX 75392-0041

10 5492 2863047639 10N00000057333 00000085900 01

## MONTHLY LOCAL SERVICE - REGULATED (Mar 1 to Mar 31)

BASIC LOCAL SERVICE CHARGE

| | Description | Qty | Unit Rate | |
|---|---|---|---|---|
| 1 | Federal Access Recovery Charge | 1 | .15 | .15 |
| 2 | Federal Access Recovery Charge | 5 | .86 | 4.30 |
| 3 | CentraNet access line | 6 | 29.00 | 174.00 |
| 4 | Feature package 1000 | 6 | 2.75 | 16.50 |
| 5 | Federal Subscriber Line Charge | 6 | 7.38 | 44.28 |
| 6 | CentraNet Subscriber Line Credit | 6 | 3.0803 | CR 18.48 |
| | | | Subtotal | 220.75 |

OPTIONAL SERVICE CHARGE

| | Description | Qty | Unit Rate | |
|---|---|---|---|---|
| 7 | Premium Calling Plan | 1 | 50.00 | 50.00 |
| | | | Subtotal | 50.00 |
| | **Total** | | | **$ 270.75** |

## REGULATED SERVICE TAXES AND SURCHARGES

| | | |
|---|---|---|
| 8 | Cost of service surcharge | .39 |
| 9 | 9-1-1 Equalization Fee | .36 |
| 10 | 9-1-1 Fee | 3.00 |
| 11 | Federal Universal Service Fee | .22 |
| 12 | Federal Universal Service Fee | 10.95 |
| | **Total** | **$ 14.92** |
| | ***Verizon regulated charges*** | ***$ 285.67*** |
| | ***Total Verizon charges*** | ***$ 285.67*** |

## ITEMIZATION OF TELEPHONE NUMBERS:

Listed below are the telephone numbers included with this billing:

956 968-7541 956 968-0085 956 968-7542 956 969-8332
956 969-8470 thru 956 969-8471

Should you have any questions, please contact Verizon by using the telephone number listed on page two of your bill.

## For Your Information

**Bankruptcy Information**
If you are or were in bankruptcy, this statement may include amounts for pre-bankruptcy service. You should not pay pre-bankruptcy amounts; they are for your information only. Mail bankruptcy-related correspondence to 500 Technology Drive, Suite 550, Weldon Spring, MO 63304.

**Payment by Check**
Paying by check authorizes check processing or use of the check information for a one-time electronic fund transfer from your account. For all payments using bank account information, we may retain the information to send you electronic refunds or enable your future electronic payments to us (to opt out, call 1-888-500-5358).

**Customer Proprietary Network Information (CPNI) Notice**
CPNI is information that relates to the type, quantity, destination, technical configuration, location, and amount of use of telecommunications services that you purchase from us, and related billing information. The protection of your CPNI is important to us. Under federal law, you have a right, and we have a duty, to protect the confidentiality of your CPNI.
We may use and share your CPNI among our affiliates and agents to offer you the full range of Verizon services that are different from the services you purchase, such as video, wireless, Internet, and local or long distance voice services. Visit verizon.com for a complete listing of our services and companies.
You may choose not to have your CPNI used for the marketing purposes described above by calling 1 866 554-5575 at any time. When you call, please have your bill and account number available. Your decision will not affect our provision of services to you, and does not eliminate all marketing contacts by Verizon
Unless you call us at the number above, Verizon may use your CPNI to market different

**AI-37482** **Health & Human Services Dept. 12. E.**

**CC REGULAR**

**Meeting Date:** 03/20/2013

**Submitted By:** Dairen Sarmiento,
HEALTH & HUMAN
SERVICES DEPT.

**Department:** HEALTH & HUMAN SERVICES DEPT.

## Information

### CAPTION

Approval to process payment of claim for telephone services (Verizon Southwest Inc. Vendor # 251577) for Weslaco Clinic Account # 10 5492 2821135867 03 in the amount of $158.54 (Requisition No 00231977) for dates of services February 28, 2013 - March 27, 2013.

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1100-444-00-240-001-0-531

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

**BUDGETARY IMPACT:**

Amount available for requisition# 231977 as of 3-6-13 $1,925.00 for Verizon.

## Attachments

bill

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 03/06/2013 01:46 PM |
| Manuel Chapa | Manuel Chapa | 03/06/2013 03:48 PM |
| Purchasing Department | Monica Badillo | 03/15/2013 04:22 PM |

Form Started By: Dairen Sarmiento Started On: 03/06/2013 11:14 AM

Final Approval Date: 03/15/2013

verizon

Billing Date: 02/28/13 Page 1 of 4
Telephone Number : 956 969-4700 071029
Account Number: 10 5492 2821135867 03
How to Reach Us : See page 2

COUTNY OF HIDALGO

## Account Summary

| | |
|---|---|
| **Previous Charges** | $ 158.54 |
| No Payment Received | .00 |
| **Past Due Charges (please pay now)** | **$ 158.54** |
| **New Charges** | |
| Verizon (page 3) | $ 158.54 |
| **Total New Charges Due Mar 25, 2013** | **$ 158.54** |
| To avoid a late payment charge of 5.0% or $5.00, whichever is greater, payment must be received before Mar 30, 2013. | |
| **Total Due** | **$ 317.08** |

RECEIVED
MAR 05 2013
HidalgoCountyHumanServices

Invoice Received by:
Alicia Date 3-5-13
Goods/Services Received by:
Dairen Date 2-28-13 to 3-27-13
13 -1100-444-00-240-001-0- 531
Payment Amount $ 158.54
PO# Pending
Req# 00231977
Dairen Jimenez

**Mail Payments To:**
VERIZON SOUTHWEST, PO BOX 920041, DALLAS TX 75392-0041

**Change of billing address?**
Go to verizon.com/billingaddress or call us.

▼ Detach & return payment slip with your check, payable to Verizon.

verizon

Account: 10 5492 2821135867 03
**New Charges Due: Mar 25, 2013**
**Total Due: $ 317.08**
022813

210*HBRDA1
00002126 3S0000013253
10-TX 5492
9569694700 20071029

Amount Paid :
$ ☐☐☐.☐☐

00002126 01 AB 0.384 SW022811 0012
COUTNY OF HIDALGO
EDINGENT
1304 S. 25TH AVENUE
EDINBURG TX 78542-7205

VERIZON SOUTHWEST
PO BOX 920041
DALLAS TX 75392-0041

10 5492 2821135867 03N00000015854 00000031708 10

| How to Reach Us | | | |
|---|---|---|---|
| Billing Questions | enterprisecenter.verizon.com | 1-800-483-6000 | 8:30 am - 5 pm M-F |
| Order Questions | enterprisecenter.verizon.com | 1-800-483-6000 | 8:30 am - 5 pm M-F |
| Online billing and payment | enterprisecenter.verizon.com | | 24 hours a day |
| Repair | enterprisecenter.verizon.com | 1-888-875-4144 | 24 hours a day |
| Pay By Phone Service* | (third party fee applies) | 1-800-345-6563 | 24 hours a day |
| Payment Arrangements | | 1-800-440-8052 | 7:00am-6:00pm CST M-F |

* Pay by Phone Service - This service is optional and provided by an independent third party vendor for a fee.

## For Your Information

**Previous Payments**
If you sent a payment that we did not receive in time to be reflected on this bill, please deduct that amount before sending payment. To check whether your payment has been received, call the Billing Questions number above.

**Returned Payment**
If your payment is returned for any reason, Verizon will resubmit it electronically. A charge may apply for each payment returned.

**Past Due Amounts**
The due date on your bill only applies to New Charges. Any past due amount should be paid immediately.

**Service Suspension for Non-Payment**
Based on state regulatory and notice requirements, once your bill is past due, some or all of your service may be suspended. Charges may apply to suspend and reconnect service. A deposit to reestablish service may also be required.

**TX Slamming & Cramming**
If you think you have been slammed, (your long distance service switched without your permission) or crammed (charged for services that you did not authorize), please contact us. If we do not resolve your problem, you may write the Public Utility Commission of Texas, c/o Office of Consumer Protection, PO Box 13326, Austin, TX 78711-3326, email at (customer@puc.state.tx.us) or call 512-936-7120 (toll free in Texas 1-888-782-8477). TTY service available on 512-936-7136.

**Consumer Information**
For important consumer information see the Customer Guide in your Verizon White pages.

## Automatic Bill Payment Enrollment for Account:

Enroll at verizon.com, or complete 4 steps below to authorize and instruct your financial institution to deduct the amount of your monthly telephone bill from your checking account and remit directly to Verizon. This also enrolls you in Paperless billing.
To discontinue Automatic Bill Payment, you must call Verizon.

**1. Check box** ☐

**2. Sign here** _____

**3. Put date here** _____

**4. Print email address here** _____



**Go Green! Go Paperless Billing! Pay Electronically!**

## MONTHLY LOCAL SERVICE - REGULATED (Feb 28 to Mar 27)

### BASIC LOCAL SERVICE CHARGE

| | Description | Qty | Unit Rate | |
|---|---|---|---|---|
| 1 | Federal Access Recovery Charge | 3 | .86 | 2.58 |
| 2 | Business Line | 3 | 33.95 | 101.85 |
| 3 | Federal Subscriber Line Charge | 3 | 7.38 | 22.14 |
| | | | Subtotal | 126.57 |

### OPTIONAL SERVICE CHARGE

| | Description | Qty | Unit Rate | |
|---|---|---|---|---|
| 4 | Call Forwarding | 2 | 8.75 | 17.50 |
| 5 | Line hunt service | 2 | 3.00 | 6.00 |
| | | | Subtotal | 23.50 |
| | **Total** | | | **$ 150.07** |

### REGULATED SERVICE TAXES AND SURCHARGES

| | | |
|---|---|---|
| 6 | Cost of service surcharge | .22 |
| 7 | 9-1-1 Equalization Fee | .18 |
| 8 | 9-1-1 Fee | 1.50 |
| 9 | Federal Universal Service Fee | 6.57 |
| | **Total** | **$ 8.47** |
| | ***Verizon regulated charges*** | ***$ 158.54*** |
| | ***Total Verizon charges*** | ***$ 158.54*** |

## ITEMIZATION OF TELEPHONE NUMBERS:

Listed below are the telephone numbers included with this billing:

956 969-4700 956 969-8071 956 969-8268

Should you have any questions, please contact Verizon by using the telephone number listed on page two of your bill.

## For Your Information

**Bankruptcy Information**
If you are or were in bankruptcy, this statement may include amounts for pre-bankruptcy service. You should not pay pre-bankruptcy amounts; they are for your information only. Mail bankruptcy-related correspondence to 500 Technology Drive, Suite 550, Weldon Spring, MO 63304.

**Payment by Check**
Paying by check authorizes check processing or use of the check information for a one-time electronic fund transfer from your account. For all payments using bank account information, we may retain the information to send you electronic refunds or enable your future electronic payments to us (to opt out, call 1-888-500-5358).

**Customer Proprietary Network Information (CPNI) Notice**
CPNI is information that relates to the type, quantity, destination, technical configuration, location, and amount of use of telecommunications services that you purchase from us, and related billing information. The protection of your CPNI is important to us. Under federal law, you have a right, and we have a duty, to protect the confidentiality of your CPNI.
We may use and share your CPNI among our affiliates and agents to offer you the full range of Verizon services that are different from the services you purchase, such as video, wireless, Internet, and local or long distance voice services. Visit verizon.com for a complete listing of our services and companies.
You may choose not to have your CPNI used for the marketing purposes described above by calling 1 866 554-5575 at any time. When you call, please have your bill and account number available. Your decision will not affect our provision of services to you, and does not eliminate all marketing contacts by Verizon
Unless you call us at the number above, Verizon may use your CPNI to market different types of services beginning 30 days after the first time we notify you of the CPNI policy described above. You may elect at any time to add or remove a restriction on the use of your CPNI. Your choice remains valid until you change your election by calling the number above.

## For Your Information

**You Can Block Third Party Billing to Your Verizon Bill.**
For more information, visit verizon.com/blocking or call us at the number listed on your bill.

**AI-37496** **Health & Human Services Dept. 12. F.**

**CC REGULAR**

**Meeting Date:** 03/20/2013

**Submitted For:** Eddie Olivarez **Submitted By:** Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

**Department:** HEALTH & HUMAN SERVICES DEPT.

## Information

### CAPTION

Requesting approval of the Data Use and Service Agreement between the University of Pittsburg - Of the Commonwealth System of Higher Education and Hidalgo County. The purpose of the Agreement is to provide access to relevant data for the purpose of public health surveillance.

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** N/A

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

**BUDGETARY IMPACT:**

No budgetary impact to County.

## Attachments

Agreement

Legal Review

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 03/06/2013 04:20 PM |
| Manuel Chapa | Manuel Chapa | 03/08/2013 02:44 PM |
| Purchasing Department | Monica Badillo | 03/15/2013 04:22 PM |

Form Started By: Mike Escaname Started On: 03/06/2013 02:49 PM

Final Approval Date: 03/15/2013

# Data Use and Services Agreement

This Data Use and Services Agreement (the "Agreement") is made as of the 19th day of March, 2013 (the "Effective Date") by and between the **University of Pittsburgh – Of the Commonwealth System of Higher Education**, with an office located at M-183 Parkvale Building, 200 Meyran Avenue, Pittsburgh, PA 15260 ("University"), and the County of Hidalgo on behalf of the Health and Human Services Department ("County"), with an office located at 1304 S. 25th Ave, Edinburg, Texas 78542. The University and the County shall be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, the National Retail Data Monitor ("NRDM") is a public health surveillance tool which was created by the University's Real-time Outbreak and Disease Surveillance Laboratory ("RODS Laboratory"), which collects and analyzes over-the-counter drug sales to identify disease outbreaks, either naturally occurring or as a result of bioterrorism;

WHEREAS, the RODS Laboratory provides services regarding the NRDM, which enable public health departments to access and analyze relevant data for the purpose of public health surveillance ("Services");

WHEREAS, the County has implemented a public health surveillance system which utilizes the NRDM data (the "Project") in order to protect the public health, and wishes to appoint the University as its agent for collection of such data; and

WHEREAS, the Texas Association of Local Health Officials, Inc., a Texas non-profit corporation with an office located at 715 Discovery Boulevard, Suite 308, Cedar Park, TX 78613 ("TALHO"), as part of its mission to ensure the public's health in local communities throughout the State of Texas, has entered into an agreement to pay the University directly for providing Services to all Texas county, regional and state public health agencies that wish to utilize the Services (the "TALHO Agreement").

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and intending to be legally bound hereby, the Parties agree as follows:

1. Definitions.

(a) "OTC Data" shall mean over-the-counter sales data provided by retailers to the RODS Laboratory's National Retail Data Monitor, in aggregate form and de-identified, limited to retailers located within the County's jurisdiction.

(b) "Authorized User" shall mean employees of public health agencies within the jurisdiction of the County who have (i) received written approval from authorized representatives of both the County and the University; (ii) executed an Authorized User Agreement in the form attached hereto as Exhibit A, Authorized User Agreement; and (iii) have received a password to access the OTC Data.

(c) "Confidential Information" shall mean all OTC Data and all other written or orally disclosed information or electronically exchanged information of any Party provided to any other Party, directly or indirectly, pursuant to the Project which is clearly

designated in writing as "Confidential," or, in the case of oral disclosure, is reduced to writing and identified in writing as "Confidential" within ten days of such oral disclosure, with the exception of any information that: (i) was in the recipient Party's lawful possession prior to disclosure by the owner Party; or (ii) is lawfully received by a Party without restriction regarding use or confidentiality from an independent third party who is in lawful possession of said information; or (iii) is now or hereafter becomes generally available to the public through no action, inaction, or fault of any Party hereto receiving the Confidential Information of the other Party.

2. Access to OTC Data. Access to the OTC Data is provided to County employees for the sole purpose of the Project for public health surveillance and evaluation. Access to the OTC Data will be provided to 5 [number] of Authorized Users in the County's jurisdiction to enable them to review aggregate and spatially displayed data. The County shall be responsible for proposing the Authorized Users who are given passwords to access the OTC Data, subject to the review and acceptance of such proposed Authorized Users by the University. The County shall direct its public health officials for whom it wishes to grant access to the OTC Data to complete an Authorized User Agreement in the form attached hereto as Exhibit A and submit it to the RODS Laboratory at the address or facsimile number stated in Section 15, Notice, for approval.

3. Payment for Services. In consideration for the Services provided, and in order to maintain the NRDM to permit use by the County pursuant to this Agreement, in accordance with the terms of the TALHO Agreement, TALHO has agreed to pay to the University, on behalf of the County, any fees due to the University for the Services. For the avoidance of doubt, no fees for the Services provided under this Agreement shall be due directly from the County but shall be paid by TALHO.

4. Rights in OTC Data and Software. Ownership of the OTC Data remains vested in third party data providers, and the OTC Data is subject to third party confidentiality agreements. The County understands and agrees that, without prior written permission of an authorized representative of the University, the OTC Data may not be: (i) disclosed to any third party, (ii) used for any purpose other than public health surveillance and evaluation; (iii) copied, downloaded, or retransmitted. The University shall retain ownership of all RODS software, and use by the County shall be pursuant to the terms of the Affero License for Open Source Software.

5. Management of OTC Data. OTC Data may not be used by the County for any other research projects or commercial use without the prior written consent of an authorized representative of the University. The County represents and warrants that the OTC Data will be used only for public health surveillance and for no other purpose and that the OTC Data will not be published in any form.

6. No Distribution or Transfer of Data. No copies or derivatives of the OTC Data shall be made except as necessary for the purpose authorized in this Agreement. The County shall keep an accurate written account of all such copies and derivative files, which shall be furnished to the RODS Laboratory upon request. Upon termination of this Agreement or at the request of the RODS Laboratory, the OTC Data shall be destroyed at the County's expense, and any derivative files and copies shall be destroyed.

7. Support Services. Support for the Services shall consist solely of an online user manual providing instructions on use of the system, help in verifying possible outbreaks indicated by greater-than-expected increases in OTC sales via the NRDM online ticket report system (https://internal.rods.pitt.edu/jira/secure/Dashboard.jspa) requiring username and password, notification of system downtime via email, and thirty (30) days' notice of changes to the user manual. The RODS Laboratory will provide assistance in interpreting the OTC Data on a reasonable best effort basis.

8. Term. The Term of this Agreement shall be from the Effective Date hereof to March 19, 2014. Provided that the TALHO Agreement is renewed and that TALHO agrees to continue to pay for the Services, this Agreement may be renewed in one (1) year increments, at a revised service fee, unless this Agreement is terminated in accordance with Section 9 hereof prior to the end of the then current Term.

9. Termination. Either Party may terminate this Agreement without cause upon sixty (60) days prior written notice to the other Party. In such event, Sections 4, 6, 13 and 14 shall survive the termination of this Agreement and the annual fee paid to the University pursuant to Section 3 shall be prorated for the year in which the Agreement is terminated.

10. Regulatory Compliance. The County shall take such actions as are necessary to comply with all applicable federal, state or local statutes or regulations related to the OTC Data. Such actions shall be completed within the times specified for compliance within such statute or regulation. The University shall have the right at all times to review and inspect the steps taken and procedures implemented by the County to assure the anonymity of the OTC Data and the compliance with all such requirements and the terms of this Agreement.

11. University's Disclaimer of Warranties. THE UNIVERSITY OF PITTSBURGH DISCLAIMS ALL WARRANTIES WITH RESPECT TO RODS, THE OTC DATA AND THE NRDM, WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY WARRANTY OF DATA ACCURACY, COMPLETENESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

12. Audits. The RODS Laboratory shall be permitted to perform reasonable audits to ensure that appropriate controls have been established so that data management and use is consistent with the terms of this Agreement. Based upon such audits, the RODS Laboratory may require the County to modify its practices to comply with any of the RODS Laboratory's requested changes.

13. Confidential Information.

    (a) Each Party shall hold all Confidential Information of the other Parties in strict confidence and shall not disclose any Confidential Information to any person or entity except as authorized by this Agreement or as required by law.

    (b) Each Party shall use the Confidential Information of the other Parties only for the purpose of performing the public health surveillance functions of the Project and for

no other purposes whatsoever. No Party shall release any Confidential Information of any other Party without the express written consent of the other Parties.

(c) Each Party shall strictly limit access to the relevant portions of the Confidential Information of the other Parties to such of its employees as delineated herein who have a need to know such portions of the Confidential Information regarding the Project.

(d) No Party shall make copies of any Confidential Information of the other Parties, except for its internal use regarding the Project.

(e) Each Party shall return or destroy all originals and copies of the Confidential Information (and derivatives thereof) immediately upon request of an owner Party.

(f) The nonuse and confidentiality limitations and all other restrictions set forth herein shall be binding upon the subsidiary and affiliated entities of the Parties hereto. Each Party hereto shall take such necessary actions to ensure the compliance herewith by any such subsidiary and affiliated entities.

14. Hold Harmless. Each Party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No Party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this Agreement.

15. Notice. Any notice or communication pursuant to this Agreement shall be sufficiently made or given if sent by certified or registered mail, postage prepaid, or by overnight courier, with proof of delivery by receipt, addressed to the address below or as either party shall designate by written notice to the other party.

In the case of University:

University of Pittsburgh
RODS Laboratory
Department of Biomedical Informatics
The Offices at Baum, 4th Floor
5607 Baum Boulevard
Pittsburgh, PA 15206-3701
Attention: M. Cleat Szczepaniak, Project Manager
National Retail Data Monitor
Telephone: (412) 648-9213
Facsimile: (412) 648-9118
E-mail: cleats@pitt.edu

In the case of County:

Hidalgo County Health and Human Services
1304 S. 25th Ave.
Edinburg, Texas 78542
Attention: Eduardo Olivarez, Chief Administrative Officer
Belinda A. Medrano, Epidemiologist
Telephone: (956) 318-2426
Facsimile: (956) 318-2431
E-mail: hidalgo.surveillance@hchd.org

16. Publication. The Parties acknowledge that the NRDM is a service and research project of the University. Notwithstanding any other terms contained in this Agreement, the University shall have the right to publish the results of its research involving the NRDM, provided that such publications contain only aggregate, de-identified data and do not identify the County without prior consent.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

HIDALGO COUNTY
HEALTH AND HUMAN SERVICES

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

UNIVERSITY OF PITTSBURGH – OF THE COMMONWEALTH SYSTEM OF HIGHER EDUCATION

By:_____
Name: George E. Klinzing
Title: Vice Provost for Research

Exhibit

Exhibit A Authorized User Agreement

# EXHIBIT A

## AUTHORIZED USER AGREEMENT

**University of Pittsburgh Real-time Outbreak Disease Surveillance System - National Retail Data Monitor**

1. _____ ("Authorized User") will receive upon the execution of this Agreement a password-protected account for access to the National Retail Data Monitor (NRDM) to view aggregate sales data of over-the-counter ("OTC") medications for the state of Texas. Authorized User has represented that he/she is authorized by the appropriate state/regional public health authority to review public health information for this state/region.
2. The Authorized User agrees that this password will not be shared with anyone.
3. Access to the OTC Data is provided to Authorized User for the sole purpose of public health surveillance.
4. The OTC Data are provided to the University of Pittsburgh under Confidentiality Agreements with third party data providers. The Authorized User understands and agrees that the OTC Data may not be disclosed to any other third party, or used for any purpose other than public health surveillance, without the prior written permission of the University of Pittsburgh.
5. Any breach of the terms of this Agreement by Authorized User will result in the immediate termination of Authorized User's account. The University retains the right to take legal action, including seeking an injunction to prevent Authorized User's breach of this Agreement.
6. The Authorized User may not use the name or marks of the University of Pittsburgh or participating retailers in any press release or publicity without the prior written permission of the University and/or participating retailers. The RODS or NRDM systems, including interface screens, may not be used in any publicity without prior written approval of the University of Pittsburgh.
7. NO WARRANTIES OF ANY KIND ARE MADE BY UNIVERSITY OR THE ENTITIES SUPPLYING THE OTC DATA WITH RESPECT TO THE OTC DATA OR ANY USE THEREOF, AND UNIVERSITY AND THE DATA PROVIDERS HEREBY DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Neither University nor the data providers shall be liable for any claims, losses or damages of any kind arising from Authorized User's use of the OTC Data. It is understood that no patent, copyright, trademark or other proprietary right or license is granted by this Agreement, and ownership of all rights, title and interests in and to the OTC Data remain vested in the entities that supplied such data.

_____

Authorized User Signature  Title  Date

_____

Health Department Name  County

_____

Address  City/State

_____

Phone Number  Fax Number  E-mail Address

Approved by authorized representative of Health Department:

_____

Signature  Name  Title  Date

Scan signed agreement & send to Cleat Szczepaniak, Program Manager, NRDM cleats@pitt.edu
or fax to 412-648-9118

## Mike Escaname

**From:** Josephine L. Ramirez <josephine.ramirez@da.co.hidalgo.tx.us>
**Sent:** Friday, March 01, 2013 10:03 AM
**To:** 'Mike Escaname'
**Cc:** michael.garza@da.co.hidalgo.tx.us; eddie.olivarez@hchd.org; 'Belinda A. Medrano'
**Subject:** RE: Data Use and Services Agreement - Request for Review - Health & Human Services Dept.
**Attachments:** 2013-Texas Individual DOH Data Use Services Agr NO HOST TJC FINAL-revised.doc

Mike,

I made revisions to the attached data use and service agreement. The agreement identified the County as the Texas Department of Health throughout the document. We cannot bind the Texas Department of Health to any agreement. I am not sure if they are involved in this project in any way, but you can see on paragraph 4 (first page) , I modified the provision to include the Texas DOH as part of this coordinated effort. If that is not correct, please remove that statement. Otherwise, all other revisions are highlighted. Also, item number 3 on page 2 "Payment for Services" indicates that TALHO will pay for services on behalf of County. Do we have an agreement in place for that? If so, you should include it as part of your back up. The Auditor will definitely question this provision.

Let me know if you have any questions.

Thanks,

**Josephine Ramirez Solis**
*Assistant Criminal District Attorney*
County Affairs Section
**Office of Criminal District Attorney**
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

**********

The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO josephine.ramirez@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**

**********

**From:** Mike Escaname [mailto:miguel.escaname@hchd.org]
**Sent:** Tuesday, February 26, 2013 9:39 AM
**To:** josephine.ramirez@da.co.hidalgo.tx.us
**Cc:** michael.garza@da.co.hidalgo.tx.us; eddie.olivarez@hchd.org; 'Belinda A. Medrano'
**Subject:** Data Use and Services Agreement - Request for Review - Health & Human Services Dept.

**From:** Mike Escaname [mailto:miguel.escaname@hchd.org]
**Sent:** Thursday, February 14, 2013 11:21 AM
**To:** josephine.ramirez@da.co.hidalgo.tx.us
**Cc:** eddie.olivarez@hchd.org; 'Belinda A. Medrano'
**Subject:** Data Use and Services Agreement - Request for Review - Health & Human Services Dept.

Hello Josephine:

Attached is a Data Use and Services Agreement we are planning on presenting to Commissioner's Court for approval.

We'd appreciate if you can review and approve "as to form".

Please let Mr. Olivarez or Belinda Medrano, HCHHSD Epidemiologist, know if you have any questions or concerns.

Thanks,

*Mike Escaname*

**Budget Manager**
**Hidalgo County Health & Human Services Dept.**
**1304 S. 25th St**
**Edinburg, Texas 78539**
**956-383-6221**

**From:** Belinda A. Medrano [mailto:belinda.medrano@hchd.org]
**Sent:** Thursday, February 14, 2013 11:06 AM
**To:** Mike Escaname
**Subject:** DUA review

Belinda A. Medrano, MPH, CPH, MT(ASCP)
***Hidalgo County Health & Human Services***
***Epidemiologist***
1304 S. 25th Ave
Edinburg, Texas 78539
Office (956) 318-2426 Ext. 382
Fax (956) 318-2431
belinda.medrano@hchd.org

**AI-37500** **Health & Human Services Dept. 12. G.**

**CC REGULAR**

**Meeting Date:** 03/20/2013

**Submitted For:** Eddie Olivarez **Submitted By:** Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

**Department:** HEALTH & HUMAN SERVICES DEPT.

## Information

### CAPTION

Approval to process the following invoices as claims with authority for County Treasurer to issue check after auditing procedures are completed by County Auditor.

| Vendor | Account No | Invoice No. | Amount |
|---|---|---|---|
| Ground Control Systems | GC020392 | I-94300 | $279.00 |
| Ground Control Systems | GC020392 | I-94578 | $279.00 |
| | | Total | $558.00 |

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1100-441-00-340-001-0-534

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

**BUDGETARY IMPACT:**

Funding available as of 3-7-13 $3,071.00

## Attachments

Invoices

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 03/06/2013 04:23 PM |
| Manuel Chapa | Manuel Chapa | 03/07/2013 10:39 AM |
| Purchasing Department | Monica Badillo | 03/15/2013 04:22 PM |

Form Started By: Mike Escaname Started On: 03/06/2013 03:17 PM

Final Approval Date: 03/15/2013

**Ground Control Systems, Inc.**
**3100 El Camino Real**
**Atascadero CA 93422**
**United States**
**1-800-773-7168**

RECEIVED BY
HIDALGO COUNTY TREASURER
2013 JAN 22 PM 4 52

# Invoice

| Acct. No. | Date | Invoice # |
|---|---|---|
| GC020392 | 1/16/2013 | I-94300 |

| Bill To | Ship To |
|---|---|
| Rigo Hinojosa<br>Hidalgo County Treasurer<br>2810 South Business Highway 281<br>Edinburg TX 78539-6243<br>United States | Hidalgo County Treasurer<br>2810 South Business Highway 281<br>Edinburg TX 78539-6243<br>United States |

RECEIVED
JAN 23 2013
Hidalgo County Health & Human Services

| Terms | Due Date | PO # | Sales Rep | Partner |
|---|---|---|---|---|
| | 1/16/2013 | 649561 | Pedro L Ojeda | |

Tracking Numbers

| Quantity | Description | Unit Price | Amount |
|---|---|---|---|
| 1 | Ground Control iDirect Emergency Responder Service<br>3Mbps/1Mbps Burstable Bandwidth<br>Includes 10 24 Hour Periods of Usage per Calendar Month<br>Additional days billed @ $59<br><br>All Mobile and Fixed Emergency plans and Unlimited Data plans are shared TDM/TDMA satellite bandwidth services. Usage graphs should resemble burst traffic typical of an office environment. If you require specific data rates for VoIP, Video or other applications, CIR is available. Includes 1 Static IP address. | 279.00 | 279.00 |
| | | Total | $279.00 |

Payment Options:

Credit Card:

Name on Card: _____ Address on Card:

CC #: _____ exp: _____

Check:
Mail check to:
P.O. Box 4459
San Luis Obispo, CA 93403

I agree to pay for the above items. I also agree to the Subscriber Agreement at groundcontrol.com or available on request.

Equipment may be subject to a LIMITED WARRANTY as stated in the Subscriber Agreement or equipment purchase agreement.

Signature: _____ Date: _____

**Ground Control Systems, Inc.**
**3100 El Camino Real**
**Atascadero CA 93422**
**United States**
**1-800-773-7168**

# Invoice

| Acct. No. | Date | Invoice # |
|---|---|---|
| GC020392 | 2/16/2013 | I-94578 |

| Bill To | Ship To |
|---|---|
| Hidalgo County Treasurer<br>Jeanette<br>1304 South 25th Avenue<br>Edinburg TX 78542<br>United States | RECEIVED<br>Hidalgo County Health<br>& Human Services Department<br>FEB 25 2013<br>1304 S. 25th Ave.<br>Edinburg, Texas 78542 |

| Terms | Due Date | PO # | Sales Rep | Partner |
|---|---|---|---|---|
| | | 649561 | Pedro L Ojeda | |

Tracking Numbers

| Quantity | Description | Unit Price | Amount |
|---|---|---|---|
| 1 | Ground Control iDirect Emergency Responder Service<br>3Mbps/1Mbps Burstable Bandwidth<br>Includes 10 24 Hour Periods of Usage per Calendar Month<br>Additional days billed @ $59<br><br>All Mobile and Fixed Emergency plans and Unlimited Data plans are shared TDM/TDMA satellite bandwidth services. Usage graphs should resemble burst traffic typical of an office environment. If you require specific data rates for VoIP, Video or other applications, CIR is available. Includes 1 Static IP address. | 279.00 | 279.00 |
| | | Total | $279.00 |

Payment Options:

Credit Card:

Name on Card:_____ Address on Card:

CC #:_____ exp: _____

Check:
Mail check to:
P.O. Box 4459
San Luis Obispo, CA 93403

I agree to pay for the above items. I also agree to the Subscriber Agreement at groundcontrol.com or available on request.

Equipment may be subject to a LIMITED WARRANTY as stated in the Subscriber Agreement or equipment purchase agreement.

Signature: _____ Date: _____

**AI-37507** **Health & Human Services Dept. 12. H.**

**CC REGULAR**

**Meeting Date:** 03/20/2013

**Submitted For:** Eddie Olivarez **Submitted By:** Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

**Department:** HEALTH & HUMAN SERVICES DEPT.

## Information

### CAPTION

Requesting approval to continue to participate with the Texas Infertility Prevention Project for an additional year. The TIPP state project is to promote the prevention of std-related infertility in women.

### BACKGROUND

AI-31311 - 03/13/12 - Initial TIPP Agreement.

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** N/A

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

### BUDGETARY IMPACT:

No budgetary impact to County. Support from TIPP is non-monetary.

No local matching funds required.

## Attachments

TIPP

legal

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 03/06/2013 04:37 PM |
| Manuel Chapa | Manuel Chapa | 03/07/2013 01:56 PM |
| Purchasing Department | Monica Badillo | 03/15/2013 04:22 PM |

Form Started By: Mike Escaname Started On: 03/06/2013 04:25 PM

Final Approval Date: 03/15/2013

# Texas Infertility Prevention Project (TIPP)

***Procedures for Collaboration***

To promote the prevention of STD-related infertility in women, DSHS collaborates with a variety of state, local and regional partners including, but not limited to: HIV/STD clinics, family planning clinics, juvenile detention centers and adult detention facilities and state, local and private laboratory partners (referred to as *TIPP partners* in this document).

*DSHS will utilize STD-related infertility funds from the Centers for Disease Control and Prevention (CDC) to conduct the following activities:*

a) Purchase and distribute Chlamydia and gonorrhea (CT/GC) amplified technology test kits to TIPP partners as agreed upon by all parties;
b) Provide CT/GC laboratory processing for specimens from patients who have been tested based on TIPP screening criteria;
c) Purchase and distribute medications to treat Chlamydia and/or gonorrhea to include enough medication to treat the index patient, an average of one partner per identified case (including expedited partner therapy), a percentage of presumptive cases, and dual treatment for gonorrhea positive cases;
d) Provide TIPP site-specific CT/GC data analysis semi-annually and additional data analysis as requested on a case-by-case basis;
e) Provide training, technical assistance and programmatic consultation to TIPP partners via telephone, written correspondence, and/or site visit.
f) Provide on-site Administrative and Clinical site audits, including a record review, to ensure policies, procedures, and practices are in compliance with program guidelines and objectives. Frequency of audits will be determined by the TIPP Priority Assessment Tool;
g) Conduct a bi-annual workshop for TIPP partners to discuss issues of STD-related infertility. Topics to be covered will be determined by a planning committee comprised of TIPP partner representatives and TIPP Leadership. Travel expenses will be reimbursed for approved participants.

*Participating TIPP Partners will:*

a) Conduct CT/GC screening according to TIPP screening guidelines;
b) Submit CT/GC specimens to an approved laboratory;
c) Accurately complete laboratory requisition forms to assure quality data and appropriate payor source;
d) Submit confidential reports of diagnosed STD cases as required by 25 Texas Administrative Code, chapter 97 to local health authority or DSHS surveillance;
e) Provide and document appropriate counseling and treatment to every patient diagnosed (or presumptively treated) with CT/GC, including risk reduction, the importance of partner examination and treatment, recommended follow-up visits, and referrals;
f) Provide and document partner management activities for every patient identified with CT/GC. This may include contacting and referring partners, examination of partners, provision of medications to partners, counseling partners, and making appropriate referrals;
g) Participate and cooperate with Administrative and Clinical site audits conducted by DSHS programmatic staff and/or TIPP representatives;

h) Send a representative to the bi-annual TIPP Workshop;
i) Assure all agency staff utilizing TIPP supplies have been oriented to TIPP goals, mission and screening guidelines.

Note: The TIPP Procedures for Collaboration may be renegotiated based on factors including, but not limited to: screening volume, chlamydia positivity rates, compliance with the most recent CDC STD Treatment Guidelines, adherence to the Texas IPP screening guidelines, and available TIPP funding.

I acknowledge that I have received and read the TIPP Procedures for Collaboration.

Agency:

TIPP/DSHS support in most recent funding cycle**: $

*TIPP Partner Representative*

Printed Name:

Signature:

Date:

*DSHS TIPP Leadership*

Signature:

Date:

*Texas IPP Coordinator*

Signature:

Date:

***Support to partners is non monetary. Financial support includes CT/GC testing supplies, CT/GC laboratory processing, STD medications, training, technical assistance and miscellaneous patient and staff education supplies.*

## Mike Escaname

**From:** Josephine L. Ramirez <josephine.ramirez@da.co.hidalgo.tx.us>
**Sent:** Thursday, March 07, 2013 10:07 AM
**To:** 'Mike Escaname'
**Cc:** eddie.olivarez@hchd.org
**Subject:** RE: Request for Review - HCHHSD - TIPP Agreement

Mike,

I have reviewed and approve as to the form of the TIPP Agreement. I don't have a problem with the agreement being renewed annually, as requested by the state.

Thanks.

**Josephine Ramirez Solis**
*Assistant Criminal District Attorney*
County Affairs Section
**Office of Criminal District Attorney**
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

**********

The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO josephine.ramirez@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**

**********

---

**From:** Mike Escaname [mailto:miguel.escaname@hchd.org]
**Sent:** Wednesday, March 06, 2013 4:47 PM
**To:** josephine.ramirez@da.co.hidalgo.tx.us
**Cc:** eddie.olivarez@hchd.org
**Subject:** Request for Review - HCHHSD - TIPP Agreement

Hello Josephine:

Attached is a TIPP agreement we will be presenting to CC on 03/19/13 for renewal of another year. It was initially approved by CC last year. (ref. AI-31311)

Even though the agreement does not mention any term, the state's TIPP coordinator has indicated they prefer having this agreement renewed each year.

I've also attached last year's legal review for reference.

We'd appreciate if you can review the attached agreement and advise whether you approve as to form.

Thanks Josephine.

*Mike Escaname*

**Budget Manager**
**Hidalgo County Health & Human Services Dept.**
**1304 S. 25th St**
**Edinburg, Texas 78539**
**956-383-6221**

**AI-37531** **Health & Human Services Dept. 12. I.**

**CC REGULAR**

**Meeting Date:** 03/20/2013

**Submitted For:** Eddie Olivarez **Submitted By:** Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

**Department:** HEALTH & HUMAN SERVICES DEPT.

## Information

### CAPTION

Requesting approval of the Public Health Emergency Preparedness grant contract amendment #2013-041204-004A. The purpose of the Amendment is to revise the General Provisions to include potential need for utilization of 5% for public health emergencies and / or training. The effective date of this Amendment is 03/20/13.

### BACKGROUND

AI-33468 - 08/27/12 - Acceptance of PHEP FY 13 grant.

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1293-441-00-340-013-3-xxx

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

**BUDGETARY IMPACT:**

Local matching funds of 10% have previously been reserved.

## Attachments

Document

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 03/07/2013 04:55 PM |
| Manuel Chapa | Manuel Chapa | 03/08/2013 10:48 AM |
| Auditor's Office | Monica Badillo | 03/15/2013 09:01 AM |
| Manuel Chapa | Manuel Chapa | 03/15/2013 09:13 AM |
| Purchasing Department | Monica Badillo | 03/15/2013 04:22 PM |

Form Started By: Mike Escaname Started On: 03/07/2013 03:42 PM

Final Approval Date: 03/15/2013

**DEPARTMENT OF STATE HEALTH SERVICES**

Amendment
To

---

The Department of State Health Services (DSHS) and HIDALGO COUNTY_ (Contractor) agree to amend the Program Attachment #004 (Program Attachment) to Contract #2013-041204 (Contract) in accordance with this Amendment No. 004A: Public Health Emergency Preparedness (PHEP), effective 02/25/2013 .

The purpose of this Amendment is to revise the General Provisions to include potential need for utilization of 5% for public health emergencies and/or training.

**Therefore, DSHS and Contractor agree as follows:**

**Program Attachment is revised to read as follows:**

PROGRAM ATTACHMENT NO. ~~**004**~~ **004A**

**SECTION VIII. SPECIAL PROVISIONS, is revised as follows:**

General Provisions, Services Article II, Disaster Services, Section 2.02 is amended to include the following:

In the event of a local, state, or federal emergency the Contractor has the authority to utilize approximately 5% of staff's time supporting this Program Attachment for response efforts. DSHS shall reimburse Contractor up to 5% of this Program Attachment funded by Center for Disease Control and Prevention (CDC) for personnel costs responding to an emergency event. Contractor shall maintain records to document the time spent on response efforts for auditing purposes. Allowable activities also include participation of drills and exercises in the pre-event time period. Contractor shall notify the Assigned Contract Manager in writing when this provision is implemented.

All other terms and conditions not hereby amended are to remain in full force and effect. In the event of a conflict between the terms of this contract and the terms of this Amendment, this Amendment shall control.

**Department of State Health Services**

_____
Signature of Authorized Official

Date: _____

Janna Zumbrun, M.S.S.W.

Acting Assistant Commissioner for Prevention and Preparedness Services

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

512.776.7111

Janna.Zumbrun@dshs.state.tx.us

**Contractor**

_____
Signature of Authorized Official

Date: _____

Name: _____

Title: _____

Address: _____

_____

Phone: _____

Email: _____

**AI-37630** **Health & Human Services Dept. 12. J.**

**CC REGULAR**

**Meeting Date:** 03/20/2013

**Submitted By:** Dairen Sarmiento,
HEALTH & HUMAN
SERVICES DEPT.

**Department:** HEALTH & HUMAN SERVICES DEPT.

## Information

### CAPTION

1. Discussion and/or action on pending IGT transfer for Hidalgo County Fiscal Year 2011 as per the attached document prepared by the County Auditors office.

2. Discussion and/or action on pending IGT transfer for Hidalgo County Fiscal Year 2012 as per the attached document prepared by the County Auditors office.

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:** 3-1100-444-00-240-004-3-843

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

**BUDGETARY IMPACT:**

Available balance as of 3-14-13 $8,000,000.00

## Attachments

IGT SCHEDULE

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 03/12/2013 02:56 PM |
| Manuel Chapa | Manuel Chapa | 03/14/2013 12:14 PM |
| Purchasing Department | Monica Badillo | 03/15/2013 04:22 PM |

Form Started By: Dairen Sarmiento Started On: 03/12/2013 10:41 AM

Final Approval Date: 03/15/2013

# HIDALGO COUNTY INDIGENT HEALTH CARE PROGRAM (HCIHCP)

| Quarter | State FISCAL YEAR | Period Covered | Wire Transfer | Calendar Year 2009 | Calendar Year 2010 | Calendar Year 2011 | Calendar Year 2012 | Calendar Year 2013 | Per Month | Per Quarter |
|---|---|---|---|---|---|---|---|---|---|---|
| | | BUDGETED AMOUNT | | 8,500,000.00 | 8,500,000.00 | 8,500,000.00 | 8,250,000.00 | 8,000,000.00 | | |
| 1st QTR | 2010 | Sept- Nov 2009 | 8/25/2009 | 2,117,306.05 | | | | | | |
| 2nd QTR | 2010 | Dec 2009 | 5/11/2010 | 708,333.33 | | | | | | |
| 2nd QTR | 2010 | Jan - Feb 2010 | 5/11/2010 | | 1,418,257.76 | - | | | | |
| 3rd QTR | 2010 | Mar- May 2010 | 9/3/2010 | | 2,125,000.00 | - | | | | |
| 4th QTR | 2010 | Jun - Aug 2010 | 10/18/2010 & 12/10/10 | | 2,015,015.20 | | | | | |
| | | | | | | | | | $8,500,000 | |
| 1st QTR | 2011 | Sept- Nov 2010 | 2/25/2011 | | 2,125,000.00 | | | | 708,333.33 | 2,125,000.00 |
| 2nd QTR | 2011 | Dec 2010 | 6/1/2011 | | 708,333.33 | | | | | |
| 2nd QTR | 2011 | Jan - Feb 2011 | 6/1/2011 | | | 1,416,666.67 | | | | |
| 3rd QTR | 2011 | Mar- May 2011 | 8/18/2011 | | | 2,125,000.00 | | | | |
| 4th QTR | 2011 | Jun - Aug 2011 | 11/29/11 & 1/31/2012 | | | 2,125,000.00 | | | | |
| 1st QTR | 2012 | Sept- Nov 2011 | N/A | | | PER CC 2/28/12 NO TRANSFER APPROVED | | | | |
| 2nd QTR | 2012 | Dec 2011 | 2/28/2012 | | | 708,333.00 | | | | |
| 2nd QTR | 2012 | Jan - Feb 2012 | 2/28/2012 | | | | 1,375,000.00 | | | |
| 3rd QTR | 2012 | Mar- May 2012 | 5/24/2012 | | | | 2,062,500.00 | | | |
| 4th QTR | 2012 | Jun - Aug 2012 | 10/23/2012 | | | | 2,062,500.00 | | | |
| | | | | | | | | | $8,250,000 | |
| 1st QTR | 2013 | Sept- Nov 2012 | | | | | 2,062,500.00 | | 687,500.00 | 2,062,500.00 |
| 2nd QTR | 2013 | Dec 2012 | | | | | 687,500.00 | | | |
| 2nd QTR | 2013 | Jan - Feb 2013 | | | | | | 1,333,333.33 | $8,000,000 | |
| 3rd QTR | 2013 | Mar- May 2013 | | | | | | 2,000,000.00 | 666,666.67 | 2,000,000.00 |
| 4th QTR | 2013 | Jun - Aug 2013 | | | | | | 2,000,000.00 | | |
| 1st QTR | 2014 | Sept- Nov 2013 | | | | | | 2,000,000.00 | | |
| 2nd QTR | 2014 | Dec 2013 | | | | | | 666,666.67 | | |
| | | | | 2,825,639.38 | 8,391,606.29 | 6,374,999.67 | 8,250,000.00 | 8,000,000.00 | | |
| | | | | | | (2,125,000.33) | (2,750,000.00) | | | |
| | | | | | | | 5,500,000.00 | | | |
| | | | | | | | - | | | |

*** NOTE: THOSE NUMBERS IN BLUE HAVE NOT BEEN PAID OUT**

**AI-37443** **Urban County 13. A.**

**CC REGULAR**

**Meeting Date:** 03/20/2013

**Submitted For:** Carlos Jasso **Submitted By:** Mary Flores, URBAN COUNTY

**Department:** URBAN COUNTY

## Information

### CAPTION

Urban County Program on behalf of the City of Mercedes is requesting authority to purchase one (1) computer work station for the Library. Purchase will be made from Library Interiors of Texas (contract # 337-10) an approved vendor through Hidalgo County's membership and participation with State of Texas Buy Board. The total amount of purchase including installation is $5,044.30 (quote attached) for the Mercedes Library funded thru FY 25 (2012) Mercedes – Public Service (general) line item.

### BACKGROUND

The computer work station purchased will be utilized at the Mercedes Library. See attached quote.

Vendor: Library Interiors of Texas
Purchase Amount: $5,044.30
Funds Available: $7,500.00 FY 25 (2012) Public Service (general)

## Attachments

City of Mercedes /attachment

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 03/04/2013 04:34 PM |
| Purchasing Department | Monica Badillo | 03/15/2013 04:22 PM |

Form Started By: Mary Flores Started On: 03/04/2013 04:20 PM

Final Approval Date: 03/15/2013

city of **mercedes**

2nd Revision

**MEMO**

**TO:** **Carlos Jasso, UCP Coordinator**

**FROM:** **Olga Rosas, Grants/Fixed Assets Coord.** OR.

**DATE:** **January 31, 2013**

**RE:** **Public Services (General) - Mercedes Library**

Attached please find the revised Price Proposal Form for the Mercedes Library for the purchase of an "L" shaped computer workstation for the Children's area. The items to be purchased through this contract will be utilizing the UC City funds. Please review and if everything is in order please approve the vendor for purchase.

Should you have any questions or require further documentation, please contact me at (956) 565-3114, Ext. 129.

**(956) 565-3114 400 So. Ohio Ave. P.O. Box 837 Mercedes, Texas 78570**

Received
FEB - 1 2013
Urban County Program
By:

# COUNTY OF HIDALGO - URBAN COUNTY PROGRAM

## Price Proposal Form

Price Proposal Form must be submitted to Urban County for pre-approval prior to the purchase. Use additional forms as needed.

Name Of Cooperative: BuyBoard
Person Contacted: Trevor Taylor
Name: Library Interiors of Texas
Contract #: 337-10
Phone: 1-888-689-5489

| Item # | Description of Items | Quantity | List Price Per Unit | COOP Price Per Unit | Total Amount |
|---|---|---|---|---|---|
| 1 | T2 Design - 90 Degree Curved Modules 26" high-children's computer workstation | 1 | 6,499.00 | 4,549.30 | 4,549.30 |
| 2 | Installation | 1 | | 495.00 | 495.00 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | Freight | | | | None |
| | | | | TOTAL | 5,044.30 |

Recommendation The City recommends purchase of the computer workstations for the Children's area at the Library from Library Interiors of Texas.

**Requested By:** Olga Rosas 1/31/13
(USE BLUE INK) Date

**UCP Deputy** [signature] 2/4/13
(USE BLUE INK) Date

# Quote No. Q1641-B


**LIBRARY INTERIORS OF TEXAS, LLC**

401 Congress Avenue, Suite 1540
Austin, TX, 78701
P. 888-689-5489 (LITX)
F. 888-690-5489 (LITX)

Issued By: Trevor Taylor - trevor@li-tx.com


Library Interiors - TX Project ID: Q1641-B

Date: 1/22/2013

Vendor Contract #: 337-10

**Bill to:** Dr. Hector P. Garcia Memorial Library
434 South Ohio
Mercedes, Texas 78570
**Contact:** Marisol Vidales
**Phone:** 956-565-2371
**email:** mvidales@cityofmercedes.net

**Ship-to:** Dr. Hector P. Garcia Memorial Library
434 South Ohio
Mercedes, Texas 78570
**Contact:** Marisol Vidales
**Phone:** 956-565-2371
**email:** mvidales@cityofmerceces.net

## T2 Design Product Quotation

State of Texas - BuyBoard Contract #337-10: School, Office, Science, Library & Dormitory Furniture

| Item | Colors/Finishes | Quantity | Part # | Description | Unit List $ | Ext List $ | Disc % | Net Each $ | Ext Net $ |
|---|---|---|---|---|---|---|---|---|---|
| Item 1 | Med Oak - to match existing | 1 | Freestyle Desk System - Fixed Height 90 Degree | T2 Design - 90 Degree Curved Modules 26" high (modified as per attached drawing) | 6,499.00 | 6,499.00 | 30% | 4,549.30 | 4,549.30 |

| | |
|---|---|
| Product Supplied and Delivered: | 4,549.30 |
| Installation: | 495.00 |
| **Total:** | **$5,044.30** |

HUB Certified

Certified WBE Women's Business Enterprise

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com



# Vendor Contract Information

Proposal Document | Back

Search:

- All
- Vendor Discounts Only
- Catalog Pricing Only

Vendors
Library Interiors of Texas[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Search by Vendor

Browse Contracts

Resources

| | |
|---|---|
| **Vendor Name:** | Library Interiors of Texas |
| **Address:** | 401 Congress Avenue, Ste 1540<br>Austin, TX 78701 |
| **Phone Number:** | (888) 689-5489 |
| **Alternate Phone Number** | (512) 921-8497 |
| **Email:** | rachel@LI-TX.Com |
| **Federal ID:** | 26-0684851 |
| **Contact:** | Rachel Taylor |
| **Accepts RFQs:** | Yes |
| **Minority Owned Vendor:** | No |
| **Women Owned Vendor:** | Yes |
| **Contract Name:** | Furniture - School, Office, Science, Library & Dormitory |
| **Contract#:** | 337-10 |
| **Effective Date:** | 04/01/2010 |
| **Expiration Date:** | 03/31/2013 |
| **Payment Terms:** | Net 30 days |
| **Delivery Days:** | 30 |
| **Shipping Terms:** | FOB Destination |
| **Freight Terms:** | FOB Destination |
| **Ship Via:** | Common Carrier |
| **Region Served:** | All Texas Regions |
| **States Served:** | Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Maine, Maryland, Massachusetts, Michigan, Minnesota, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming |
| **Quote Reference Number:** | 337-10 |
| **Return Policy:** | 25% restocking fee for standard products, after authorization. |
| **Regulatory Notice:** | **BuyBoard contract pricing does not include bonding or insurance. Each entity must assess their individual projects to determine the need for bonding and insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy. If required, it is the responsibility of each entity to obtain such bonding and insurance or confirmation of coverage, as applicable, from the vendor.**<br><br>**Also, each entity must assess their individual projects to determine whether the project is subject to prevailing wage rate requirements under the federal Davis Bacon Act or state or local law. If any such requirements apply, it is the responsibility of each entity to take appropriate action to determine compliance by the vendor.**<br><br>**The Texas Professional Services Procurement Act, Chapter 2254 of the Texas Government Code ("Act"), prohibits a governmental entity from using a competitive bid process that initially considers price in the procurement of professional services covered under the Act. "Professional services" under the Act includes, but is not limited to, professional engineering, architecture, accounting, landscape architecture, land surveying, and real estate appraisal services. Additionally, the Texas Interlocal Cooperation Act provides that a governmental entity may not use an interlocal contract with a purchasing cooperative to purchase engineering or architectural services (Texas Government Code, Section 791.011 (h)). BuyBoard® contracts do not, and are not intended to, include professional services that must be procured in accordance with the Act. Cooperative members are reminded that they must comply with the Act whenever a contract includes professional services as a component part, and may not procure engineering or architectural services through a BuyBoard contract.** |

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com



# Search Results

Search:

- All
- Vendor Discounts Only
- Catalog Pricing Only

Vendors
Library Interiors of Texas[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Search by Vendor

Browse Contracts

Resources

Show 25 results

Narrow Results:

| Vendor | Description | Pricing Sheet | Price | Qty | Add to Cart |
|---|---|---|---|---|---|
| Library Interiors of Texas [MWBE] | 36% Discount off Esquitino catalog for School Furniture. | Pricing Sheet | $0.00 | | Add Show Details |
| Library Interiors of Texas [MWBE] | 23% Discount off Grafco-Toledo catalog for School Furniture. | Pricing Sheet | $0.00 | | Add Show Details |
| Library Interiors of Texas [MWBE] | 26% Discount off Leland catalog for Library Furniture. | Pricing Sheet | $0.00 | | Add Show Details |
| Library Interiors of Texas [MWBE] | 35% Discount off Toledo catalog for School Furniture. | Pricing Sheet | $0.00 | | Add Show Details |
| Library Interiors of Texas [MWBE] | 25% Discount off P2 Workspace catalog for School Furniture. | Pricing Sheet | $0.00 | | Add Show Details |
| Library Interiors of Texas [MWBE] | 20% Discount off T2 Brand catalog for Library Furniture. | Pricing Sheet | $0.00 | | Add Show Details |
| Library Interiors of Texas [MWBE] | 42% Discount off Tennsco/Estey catalog for Library Furniture. | Pricing Sheet | $0.00 | | Add Show Details |
| Library Interiors of Texas [MWBE] | 23% Discount off Grafco-Toledo catalog for Library Furniture. | Pricing Sheet | $0.00 | | Add Show Details |
| Library Interiors of Texas [MWBE] | 36% Discount off Esquitino catalog for Library Furniture. | Pricing Sheet | $0.00 | | Add Show Details |
| Library Interiors of Texas [MWBE] | 25% Discount off P2 Workspace catalog for Science Furniture. | Pricing Sheet | $0.00 | | Add Show Details |
| Library Interiors of Texas [MWBE] | 23% Discount off Grafco-Toledo catalog for Science Furniture. | Pricing Sheet | $0.00 | | Add Show Details |
| Library Interiors of Texas [MWBE] | 25% Discount off P2 Workspace catalog for Library Furniture. | Pricing Sheet | $0.00 | | Add Show Details |
| Library Interiors of Texas [MWBE] | 42% Discount off Tennsco/Estey catalog for Office Furniture. | Pricing Sheet | $0.00 | | Add Show Details |
| Library Interiors of Texas [MWBE] | 28% Discount off Paladin catalog for Library Furniture. | Pricing Sheet | $0.00 | | Add Show Details |
| Library Interiors of Texas [MWBE] | 26% Discount off Leland catalog for Office Furniture. | Pricing Sheet | $0.00 | | Add Show Details |
| Library Interiors of Texas [MWBE] | 6% Discount off Kingsley catalog for Library Furniture. | Pricing Sheet | $0.00 | | Add Show Details |
| Library Interiors of Texas [MWBE] | 20% Discount off T2 Brand catalog for Office Furniture. | Pricing Sheet | $0.00 | | Add Show Details |
| Library Interiors of Texas [MWBE] | 36% Discount off Esquitino catalog for Office Furniture. | Pricing Sheet | $0.00 | | Add Show Details |

Showing 1 to 18 of 18 entries

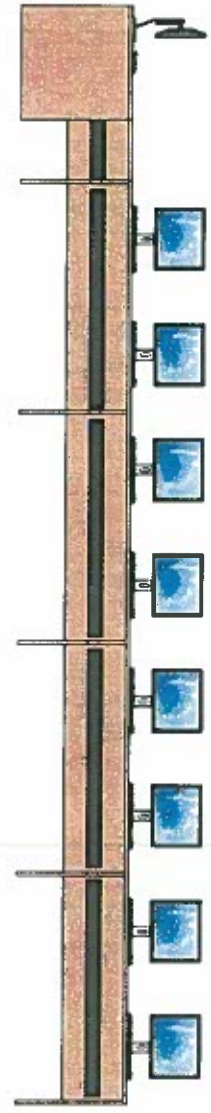
First Previous 1 Next Last

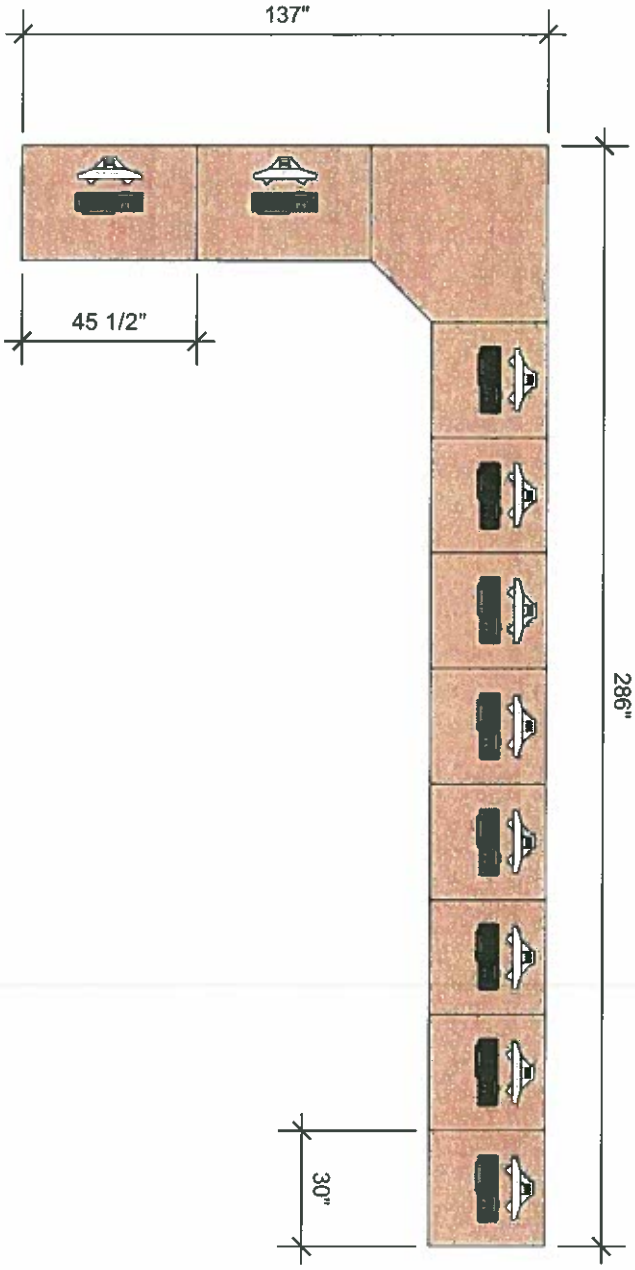
| Manufacturer | Product Name | Description | Unit of Measure | List Price | Percentage Discount |
|---|---|---|---|---|---|
| T2 Design | Freestyle Desk System- Fixed Height Straight Modules | Straight Modules 48" - 60" 26"-42" high (specify height required) | Each | $4,999.00 | 20% |
| T2 Design | Freedstyle Desk System - Fixed Height 60 Degree | 60 Degree Curved Modules 26"-42" high (specify height required) | Each | $5,999.00 | 20% |
| T2 Design | Freestyle Desk System - Fixed Height 90 Degree | 90 Degree Curved Modules 26"-42" high (specify height required) | Each | $6,499.00 | 20% |
| T2 Design | Freestyle Desk System - Adjustable Straight | Motorized Adjustable Height. Straight Modules 48" - 60" Adjustable 26"-42" high | Each | $6,499.00 | 20% |
| T2 Design | Freestyle Desk System - Adjustable 60 Degree | Motorized Adjustable Height. 60 Degree Cruved Modules. Adjustable 26"-42" high | Each | $7,499.00 | 20% |

T2 DESIGN

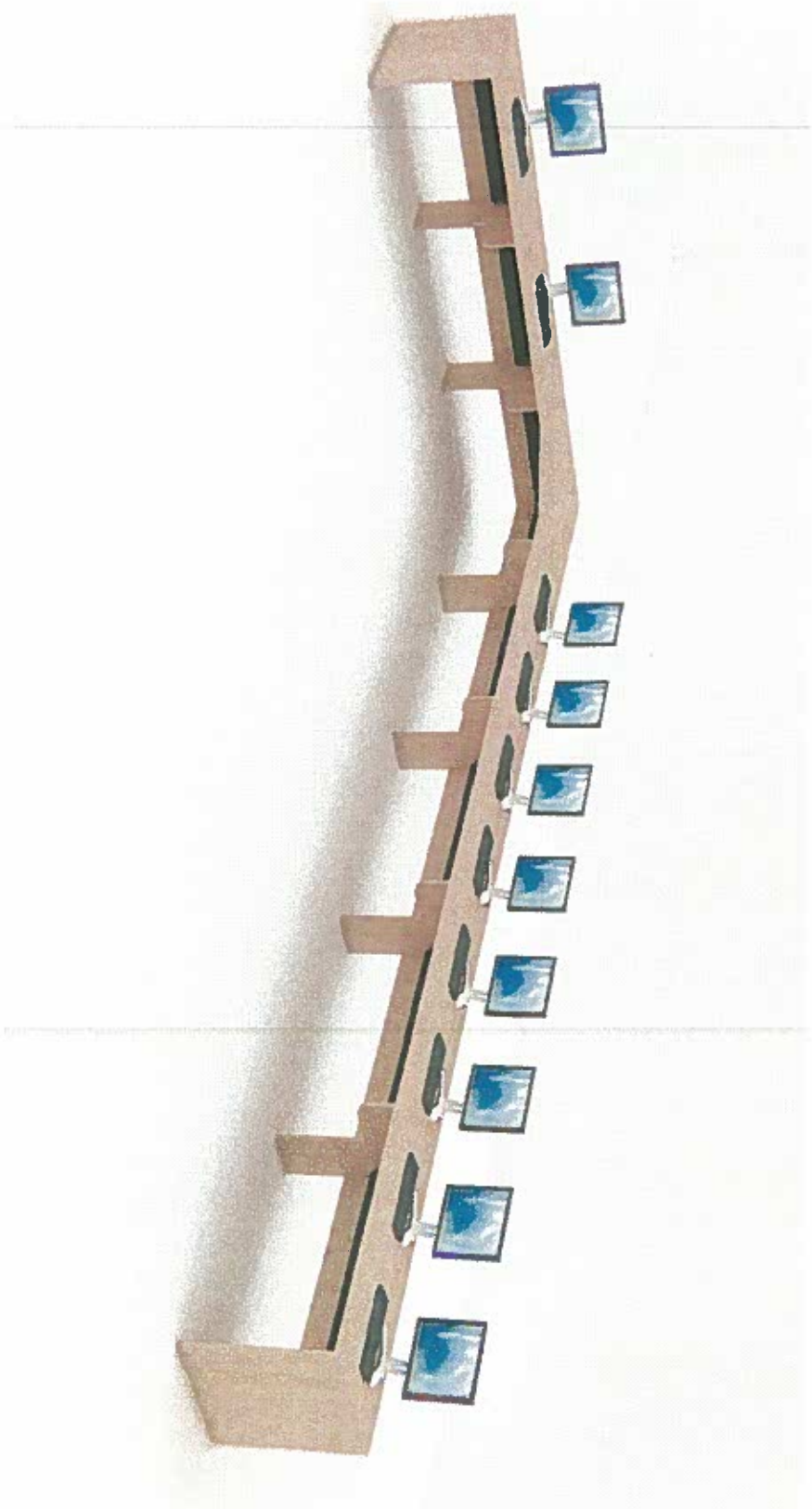
360 Nueces Street #3509
Austin, Texas 78701

P: 512-964-2790 F: 512-382-7746




| | | | | | |
|---|---|---|---|---|---|
| DRAWN BY<br>MJT<br>DESCRIPTION<br>**COMPUTER DESK** | PROJECT NO.<br>**D1641**<br>PROJECT | ISSUE<br>**9/17/12** | CLIENT<br>**MERCEDES PUBLIC LIBRARY** | LIBRARY INTERIORS |



| | | | | | |
|---|---|---|---|---|---|
| T2 DESIGN | DRAWN BY<br>MJT<br>DESCRIPTION<br>**COMPUTER DESK** | PROJECT NO.<br>**D1641**<br>PROJECT | ISSUE<br>**9/17/12** | CLIENT<br>**MERCEDES PUBLIC LIBRARY** | LIBRARY INTERIORS |

# LIBRARY INTERIORS OF TEXAS, LLC – TERMS AND CONDITIONS OF SALE

Please read these terms and conditions carefully. All orders for goods and any related services ("Products") by any buyer ("you") from Library Interiors of Texas, LLC ("LI-TX") are governed by these terms and conditions.

1. **Exclusive Terms.** LI-TX AGREES TO SELL ITS PRODUCTS ONLY ON THESE TERMS AND CONDITIONS. LI-TX EXPRESSLY OBJECTS TO ANY ADDITIONAL OR DIFFERENT TERMS IN YOUR PURCHASE ORDER OR SIMILAR DOCUMENT. No action by LI-TX shall be construed as an acceptance of any additional or different terms. You shall be deemed to have accepted these terms and conditions by any written indication of acceptance, by submitting an order in response to a quotation, by any action affirming your order without objection to these terms and conditions, by accepting any whole or partial shipment of Products, or by making any whole or partial payment to LI-TX.

2. **Price.** Unless LI-TX agrees otherwise in writing, you agree to pay LI-TX's price in effect at the time an order is accepted by LI-TX for all products and services ordered. Prices do not include freight, insurance, installation, export fees, storage, duties, or sales, use, or excise taxes, any special processing, handling, packaging, or other special treatment, or any other charges, fees, or taxes, all of which are your responsibility; provided, however, that the price shall include ocean freight, duties, and other costs incurred, if any, to bring the Products to the United States. LI-TX reserves the right, by giving you notice at any time before delivery, to increase the price of the Products to reflect any increase in the manufacturing or production cost to LI-TX, any change to delivery dates, quantities or specifications for the Products requested by you, or any delay caused by your instructions or your failure to give LI-TX adequate information or instructions.

3. **Cancellation of Orders**. You may not cancel an order, in whole or in part, without the written consent of LI-TX. No cancellation will be accepted by LI-TX except on terms that will fully indemnify and reimburse LI-TX against loss, including recovery of all costs incurred by LI-TX, and including indirect and overhead charges and profit.

4. **Delivery**. You acknowledge that shipment dates and delivery dates are estimates only. LI-TX agrees to use reasonable efforts to meet the estimated shipping date subject to your prompt provision of all necessary specifications and information; however, LI-TX will not be held responsible for any failure to meet an estimated date. If you request a delay in shipment, LI-TX shall have the right to (i) bill you for the Products at the initial requested delivery date, and (ii) bill you for any storage charges incurred. In the case of delivery of Products by installments, you agree that you will not treat the delivery of faulty Products in any one installment or the late delivery or non-delivery of any one installment as a repudiation of the whole contract. Unless special shipping instructions are received and accepted by LI-TX before the shipment date, LI-TX shall, in its sole judgment, determine the means and routing of shipment, or store the Products at your expense until you provide shipping instructions.

5. **Risk and Title to Products**. Unless otherwise expressly agreed by LI-TX, all shipments are F.O.B. point of shipment. "Point of shipment" shall be, as applicable: LI-TX's dock; for drop shipments, manufacturer's or distributor's dock; for international Products, the United States point of entry. LI-TX will select the origin of all shipments, and all delivery destinations will be subject to LI-TX's approval. Title to and risk of loss for Products will pass at the F.O.B. point.

6. **Exclusion of Warranties**. You acknowledge that LI-TX is not the manufacturer of the Products, and therefore (a) LI-TX MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WITH RESPECT TO THE PRODUCTS, and (b) LI-TX EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. All Products are warranted only to the extent of the manufacturer's warranties, which LI-TX will provide to you at your request.

7. **Limitation of Remedies and Damages**. LI-TX's liability and your remedies under this Agreement will be limited solely to replacement or credit, at LI-TX's option, with respect to Products for which LI-TX has received, within thirty (30) days after your receipt of the Products, evidence satisfactory to LI-TX of defective or incorrect Products. LI-TX' S LIABILITY WILL IN NO EVENT BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCTS. LI-TX WILL NOT BE LIABLE, UNDER ANY CIRCUMSTANCE, FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LABOR COSTS OR LOST PROFITS RESULTING FROM THE USE OF OR INABILITY TO USE THE PRODUCTS OR FROM THE PRODUCTS BEING INCORPORATED IN OR BECOMING A COMPONENT OF ANY OTHER ARTICLE. NEITHER PARTY WILL HAVE ANY NEGLIGENCE OR OTHER TORT LIABILITY TO THE OTHER, OR TO ANY THIRD PARTY, ARISING FROM ANY BREACH OF THIS AGREEMENT.

8. **Variations**. Any minor shortages or defects that do not materially affect the use for which the Products are intended will not affect the terms of payment. Products, specifications, and colors may differ slightly from those illustrated in LI-TX's literature and samples. Any typographical or clerical omission in any sales literature, price list, quotation, acceptance of offer, invoice or other document or other information issued by LI-TX shall be subject to correction without any liability on the part of LI-TX.

9. **Claims**. LI-TX's responsibility for shipment shall cease upon delivery to the carrier. Any claims for damages or loss occurring in shipment shall be made by you directly to the carrier. All other claims for damages, defects, loss, shortages, or incorrect Products must be made within fourteen (14) days after receipt of the Products, unless otherwise agreed by the parties in writing. YOUR FAILURE TO MAKE ANY CLAIM WITHIN THE SPECIFIED TIME PERIOD WILL RESULT IN THE UNCONDITIONAL WAIVER OF THAT CLAIM. LI-TX reserves the right to accept or reject any claim in whole or in part. LI-TX shall not be responsible for any defects caused by your willful or negligent acts, incorrect storage or installation of the Products, or normal wear and tear. Any claim based on a manufacturer's warranty shall be made within the period prescribed by the warranty.

10. **Credit Report and Payment**. You hereby give LI-TX permission to make all reasonable inquiries into your credit history. Following such reviews, LI-TX will notify you of the payment terms for your orders, which will be one of the following:

(a) *Net 30 Days*. All amounts for the Products ordered are due within 30 days of date of LI-TX's invoice for the Products.

(b) *25% Down, Net 30 Days*. You must pay 25% of the order amount upon notice from LI-TX of the terms of payment, and the remaining balance is due within 30 days of date of LI-TX's invoice for the Products.

(c) *50% Down, Net 30 Days*. You must pay 50% of the order amount upon notice from LI-TX of the terms of payment, and the remaining balance is due within 30 days of date of LI-TX's invoice for the Products.

(d) *100% Down or Payment Bond*. The full price of all orders must be paid upon notice from LI-TX of the terms of payment. Alternatively, you may provide a payment bond or other security acceptable to LI-TX.

If you are required to make a down payment under the preceding payment terms, LI-TX may not process your order for Products under this contract until such down payment is received by LI-TX. If payment is not made in full by the due date, LI-TX may charge interest at a rate of up to 1 ½% per month (18% per year compounded monthly) on the amount outstanding until its is paid in full. You agree that you will not withhold payment of any amount due because of any other claims or set-off you may have against LI-TX.

11. **Collection and Other Fees**. You agree to pay LI-TX all costs, including reasonable attorneys fees, incurred by LI-TX in collecting amounts you owe to LI-TX or in otherwise enforcing, asserting, or defending these terms and conditions.

12. **Indemnity**. If the Products are to be manufactured or any process is to be applied to the Products in accordance with a specification submitted by you, you hereby indemnify LI-TX against all loss, damages, costs and expenses awarded against or incurred by LI-TX in connection with or paid or agreed to be paid by LI-TX in settlement of any claim whatsoever including, but not limited to, infringement of any patent, copyright, design, trademark or other intellectual property rights of any other person that results from LI-TX's use of your specification.

13. **No Installation**. These terms and conditions do not govern the installation of any Products purchased from LI-TX. Please refer to your installation agreement for the terms relating to installation.

14. **Force Majeure**. LI-TX shall not be responsible for any failure or delay in the performance of any of its obligations due to causes beyond its control, including, without limitation, fire, storm, flood, freeze, accident, customs or other acts of government, labor disputes, failure or delays of energy, wars, acts of terrorism, riots, public disorders and acts of God.

15. **Disputes**. Any disputes relating to these terms and conditions shall be decided in accordance with the laws of the State of Texas without reference to conflicts of laws principles. Exclusive jurisdiction and venue of any lawsuit relating to this contract shall lie in the state and federal courts of Travis County, Texas.

16. **Miscellaneous**. The invalidity or unenforceability of any of these Terms and Conditions shall not affect the validity or enforceability of any other Terms and Conditions. Any delay or failure by LI-TX in enforcing its rights shall not be construed as a waiver of those rights. This Agreement shall inure to the benefit of and be binding upon each of the parties hereto and their respective heirs, executors, administrators, legal personnel, representatives, successors and assigns, but shall not be assignable by you without the written consent of LI-TX. This Agreement constitutes the entire agreement between the parties on the subject matter hereof and supersedes all prior agreements, representations, warranties, statements, promises, arrangements, and understandings, whether written or oral, expressed or implied with respect thereto. Any changes or amendments to these Terms and Conditions must be agreed in writing by both parties.

**AI-37444** **Urban County 13. B.**

**CC REGULAR**

**Meeting Date:** 03/20/2013

**Submitted For:** Carlos Jasso **Submitted By:** Mary Flores, URBAN COUNTY

**Department:** URBAN COUNTY

## Information

### CAPTION

Urban County Program on behalf of the City of Mercedes is requesting authority to purchase three (3) computers for the Mercedes Library. Purchase will be made from Dell (contract # DIR-SDD-890-TX) an approved vendor through Hidalgo County's membership and participation with TPPS-DIR. The total amount of computer equipment is $2,298.00 (quote attached) for the Mercedes Library funded thru FY 25 (2012) Public Service (general) line item.

### BACKGROUND

The computers purchased will be utilized by the Mercedes Library. See attached price proposal form.

Vendor: Dell
Purchase Amount: $2,298.00
Funds Available: $7,500.00 – FY 25 (2012) – Public Service (general)

## Attachments

City of Mercedes Attachment

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 03/05/2013 02:03 PM |
| Purchasing Department | Monica Badillo | 03/15/2013 04:22 PM |

Form Started By: Mary Flores Started On: 03/04/2013 04:29 PM

Final Approval Date: 03/15/2013

city of mercedes
It Starts Here!

2nd Revision

**MEMO**

**TO:** Carlos Jasso, UCP Coordinator

**FROM:** Olga Rosas, Grants/Fixed Assets Coord. OR.

**DATE:** February 28, 2013

**RE:** Public Services (General) - Mercedes Library

Attached please find the revised Price Proposal Form for the Mercedes Library for the purchase of computers for the Children's area. The items to be purchased through this contract will be utilizing the UC City funds. Please review and if everything is in order please approve the vendor for purchase.

Should you have any questions or require further documentation, please contact me at (956) 565-3114, Ext. 129.

(956) 565-3114 400 So. Ohio Ave. P.O. Box 837 Mercedes, Texas 78570

MAR 1 2013
Urban County Program
By:

# COUNTY OF HIDALGO - URBAN COUNTY PROGRAM

## Price Proposal Form

Price Proposal Form must be submitted to Urban County for pre-approval prior to the purchase. Use additional forms as needed.

Name Of Cooperative: DIR
Name: DELL Marketing LP

Person Contacted: Loren Albanese
Contract #: DIR-SSD-890-TX Phone: 1-800-981-3355 x 725-0397

| Item # | Description of Items | Quantity | List Price Per Unit | COOP Price Per Unit | Total Amount |
|---|---|---|---|---|---|
| 1 | OptiPlex 3010 Desktop EPA (225-3521) to include keyboard, mouse and 20' Flat Panel Monitor | 3 | 956.42 | 766.00 | 2,298.00 |
| | | | | | 0.00 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | Freight | | | | None |
| | | | | TOTAL | 2,298.00 |

Recommendation The City recommends purchase of the computers for the Library from DELL.

**Requested By:** Olga Rosas 2/28/13 **UCP Deputy** [signature] 3/4/13
(USE BLUE INK Date (USE BLUE INK) Date

Gmail

Olga Rosas< orosas@cityofmercedes.net>

# Quote #638397875

**Loren_Albanese@dell.com** < Loren_Albanese@dell.com>

Thu, Jan 3, 2013 at 11:37 AM

To: orosas@cityofmercedes.net

Deck out your desktop and picture a brighter, more productive day at work.
Learn more about Dell accessories.
**Click Here ›**



Hello Olga,

Updated Current Equivalent Quote – 641405455 / $766 each

Same Quote with DIR price/discount – 641405625 / $956.42 each

DIR Discount is about 12%, so list price on these machines is about $1070. My quote with the additional discount (641405455) has them at roughly 30% off.

Let me know if you need anything else, and have a great day…

-Loren

Loren Albanese

Texas, Colorado & New Mexico Account Manager

Dell | Public Transactions Group, South Central

office + 1 512 725 0397, fax + 1 512 283 8558, toll free + 800 981 3355, ext. 7250397

loren_albanese@dell.com

Dell Inc. One Dell Way, RR3-B169, Round Rock, TX 78682

**From:** Olga Rosas [mailto:orosas@cityofmercedes.net]
**Sent:** Wednesday, January 02, 2013 4:49 PM
**To:** Albanese, Loren
**Subject:** Quote #638397875

[Quoted text hidden]

**2 attachments**

**Quote_641405625.html**
24K

**Quote_641405455.html**
24K

# QUOTATION

| | |
|---|---|
| **Quote #:** | **646567712** |
| **Customer #:** | **011107216** |
| **Contract #:** | **42AFU** |
| **CustomerAgreement #:** | **DIR SDD-1951** |
| **Quote Date:** | **03/04/2013** |
| **Date: 3/4/2013** | **Customer Name:** **CITY OF MERCEDES** |

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

## Sales Professional Information

| | | | |
|---|---|---|---|
| **SALES REP:** | LOREN C ALBANESE | **PHONE:** | 1800 - 5713355 |
| **Email Address:** | Loren_Albanese@Dell.com | **Phone Ext:** | 7250397 |

**GROUP: 1 QUANTITY: 3 SYSTEM PRICE: $766.00 GROUP TOTAL: $2,298.00**

| Description | Quantity |
|---|---|
| OptiPlex 3010 Desktop EPA (225-3521) | 3 |
| 3rd Gen Intel Core i3-3220 Processor (Dual Core, 3.30GHz, 3MB, w/ HD2500 Graphics), Dell OptiPlex 3010 (319-0729) | 3 |
| 4GB, NON-ECC, 1600MHZ DDR3,1DIMM,OPTI (319-0218) | 3 |
| Dell USB KB,ENG,OPTI (331-8142) | 3 |
| Display, Flat Panel Display, 20,E2013HC,BLK,DAO, Latitude, Precision, OptiPlex (320-9603) | 3 |
| Intel® Integrated Graphics w/o Adapters, OptiPlex (320-3184) | 3 |
| 250GB 3.5" SATA 3.0Gb/s and 8MB Data Burst Cache,Dell OptiPlex 390/3010 (342-3283) | 3 |
| Windows 7 Professional,Media, 64-bit, Optiplex, English (421-5608) | 3 |
| Windows 7 Label, OptiPlex, Fixed Precision, Vostro Desktop (330-6228) | 3 |
| Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps),OptiPlex (421-5334) | 3 |
| Dell MS111 USB Optical Mouse,OptiPlex and Fixed Precision (330-9458) | 3 |
| 16X DVD+/-RW SATA,Data Only,Dell OptiPlex 3010 Desktop or Minitower,Black (318-2234) | 3 |
| Thank you for Choosing Dell (318-2231) | 3 |
| Heat Sink, Mainstream, Dell OptiPlex 390 Desktop (331-3192) | 3 |
| Internal Speaker, OPtiplex (318-0319) | 3 |
| Dell Wireless 1530 PCIe WLAN card,Half Height,OptiPlex DT/SFF (430-4613) | 3 |
| OptiPlex 3010 Desktop Up to 90 Percent Efficient Power Supply (318-2351) | 3 |
| Enable Low Power Mode for EUP Compliance,Dell OptiPlex (330-7422) | 3 |
| Regulatory Label,Dell OptiPlex 3010 Desktop (331-8141) | 3 |
| Documentation,English and French,Dell OptiPlex (331-2030) | 3 |
| Power Cord,125V,2M,C13,Dell OptiPlex (330-1711) | 3 |
| Energy Star 5.2 Category B (less than 175kWh TEC), EPEAT Gold, Dell Settings, OPTIPLEX 3010 (331-7683) | 3 |
| Resource DVD contains Diagnostics and Drivers for Dell OptiPlex 3010 (331-7686) | 3 |

| | |
|---|---|
| Chassis Intrussion Switch,Dell OptiPlex Ultra Small Form Factor and Desktop (317-2828) | 3 |
| No Quick Reference Guide,Dell OptiPlex (310-9444) | 3 |
| Shipping Material for System,Desktop,Dell OptiPlex 990 (331-1269) | 3 |
| No software package (412-0379) | 3 |
| Basic Hardware Service: Next Business Day Onsite Service After Remote Diagnosis 2 Year Extended (939-7288) | 3 |
| Basic Hardware Service: Next Business Day Onsite Service After Remote Diagnosis Initial Year (939-6748) | 3 |
| Dell Limited Hardware Warranty Plus Service Extended Year(s) (939-6538) | 3 |
| Dell Limited Hardware Warranty Plus Service Initial Year (936-2417) | 3 |
| Dell ProSupport Service Offering Declined (991-2878) | 3 |
| Standard On-Site Installation Declined (900-9987) | 3 |

| | |
|---|---|
| ***Total Purchase Price:** | **$2,298.00** |
| **Product Subtotal:** | $2,298.00 |
| **Tax:** | $0.00 |
| **Shipping & Handling:** | $0.00 |
| **State Environmental Fee:** | $0.00 |
| **Shipping Method:** | LTL 5 DAY OR LESS |
| | *(* Amount denoted in $)* |

**Statement of Conditions**

The information in this document is believed to be accurate. However, Dell assumes no responsibility for inaccuracies, errors, or omissions, and shall not be liable for direct, indirect, special, incidental, or consequential damages resulting from any such error or omission. Dell is not responsible for pricing or other errors, and reserves the right to cancel orders arising from such errors.
Dell may make changes to this proposal including changes or updates to the products and services described, including pricing, without notice or obligation.
This proposal is not intended to create a contractual relationship. Unless expressly agreed otherwise in a writing signed by the parties, all orders by CITY OF MERCEDES for Dell products and services shall be subject to Dell's Terms and Conditions of Sale-Direct, which can be found atwww.dell.com/terms, and which incorporate Dell's U.S. Return Policy, at www.dell.com/returnpolicy#total . Please read those terms carefully and in their entirety, and note in particular that Dell EqualLogic and EqualLogic-branded products, Dell|EMC and EMC-branded products, PowerVault ML6000 tape libraries, non-Dell-branded enterprise products, enterprise software, and customized hardware or software products may not be returned at any time. Orders also shall be subject to the terms of any applicable service contract(s), which can be found at www.dell.com/servicecontracts.
All information supplied to CITY OF MERCEDES for the purpose of this proposal is to be considered confidential information belonging to Dell.

**About Dell**

Dell Inc. (NASDAQ: DELL) listens to customers and delivers innovative technology and services they trust and value. Uniquely enabled by its direct business model, Dell is a leading global systems and services company and No. 34 on the Fortune 500. For more information, visit www.dell.com.

**Privacy Policy**

Dell respects your privacy. Across our business, around the world, Dell will collect, store, and use customer information only to support and enhance our relationship with your organization, for example, to process your purchase, provide service and support, and share product, service, and company news and offerings with you. Dell does not sell your personal information. For a complete statement of our Global Privacy Policy, please visit dell.com/privacy.

# STATE OF TEXAS
# DEPARTMENT OF INFORMATION RESOURCES

## CONTRACT FOR PRODUCTS AND RELATED SERVICES

## DELL MARKETING, L.P.

## 1. Introduction

### A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Dell Marketing, L.P. (hereinafter "Vendor"), with its principal place of business at One Dell Way, MS RR8-06, Round Rock, Texas 78682.

### B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-SDD-TMP-120, on April 1, 2008, for Dell-Branded Hardware Products and Related Services. Upon execution of this Contract, a notice of award for RFO DIR-SDD-TMP-120 shall be posted by DIR on the Electronic State Business Daily.

### C. Order of Precedence

This Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Product and Pricing Index; Appendix D, Customer Master Services Agreement; Exhibit 1, Vendor's Response to RFO DIR-SDD-TMP-120, including all addenda; and Exhibit 2, RFO DIR-SDD-TMP-120, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor. In the event of a conflict between the documents listed in this paragraph, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Exhibit 1 and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

## 2. Term of Contract

The term of this Contract shall be one (1) year commencing on the last date of approval by DIR and Vendor. Prior to expiration of the original term, DIR and Vendor may extend the Contract, upon mutual agreement, for up to three (3) optional one-year terms.

## 3. Product and Service Offerings

### A. Products

Products available under this Contract are limited to IT technology products, as defined in the State of Texas Government Code, Chapter 2157 as sold by Vendor, whether Dell-branded or third party products. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of products awarded based on the posting described in Section 1.B above.

### B. Services

Services available under this Contract are limited to services related to IT Technology Products described in Section 3.A. above. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

## 4. Pricing

### A. Manufacturer's Suggested Retail Price (MSRP)

MSRP is defined as Dell's published retail price.

### B. Customer Discount

The minimum Customer discount for all products and services will be the percentage off MSRP as detailed in Appendix C Product and Pricing Index.

Vendor agrees that the DIR standard pricing discounts contained in Appendix C will remain one percent (1%) better than the Western States Contracting Alliance (WSCA) Category A level, standardized discounts. This extension of competitive volume sales pricing is intended solely to insure that DIR will, at a minimum, remain competitive with the standard price rates set for WSCA as a whole. DIR may not apply, without the express consent of Vendor, any pre-existing discount structure to the WSCA pricing being offered to DIR by Vendor. DIR may either use DIR discounted pricing or the WSCA pricing but may not combine, or compound the two.

In the event that DIR pricing fails to remain competitive to WSCA standardized, category level pricing, Vendor shall extend such pricing to DIR. Vendor shall use its commercially reasonable best efforts to notify DIR of such WSCA price change and amend this Contract within thirty (30) days after the amendment to the Vendor's WSCA contract. The introduction of the WSCA pricing to the DIR contract shall be effective from the date of execution into the Contract by amendment. Both parties agree that the pricing shall not be retroactive for DIR and shall not extend back to the date that Vendor reduced WSCA catalog pricing. Further, the parties agree that DIR, or the State of Texas, does not have the right to audit the WSCA contract held by the Vendor. References to the Vendor's WSCA contract are only contained in this Contract for purposes of referencing the pricing discounts contained therein. Both parties acknowledge that the Vendor's WSCA contract and pricing are readily available to the public and may be freely accessed by the internet for the purposes of validation under the terms and conditions of this Contract.

**C. Customer Price**

**1)** The price to the Customer shall be calculated as follows:

**Customer Price = MSRP – Customer Discount**

**2)** Customers purchasing products and services under this Contract may negotiate more advantageous pricing or participate in special promotional offers. In such event, a copy of such better offerings shall be furnished to DIR upon request.

**3)** During the term of this Contract, and except for promotional offers, if substantially the same or a smaller quantity of the same product or type of service is sold by the Vendor under like terms and conditions outside of this Contract at a lower price, the price under this Contract shall be immediately reduced to the lower price.

**D. DIR Administrative Fee**

The administrative fee specified in Section 5 below shall not be broken out as a separate line item when pricing or invoice is provided to Customer.

**E. Shipping and Handling Fees**

The price to the Customer under this Contract shall include all shipping and handling fees. Shipments will be Free On Board Customer's destination. No additional fees shall be charged to the Customer for standard shipping and handling. If the Customer requests expedited delivery, Customer will be responsible for any charges for expedited delivery. Title to all products shall pass upon shipment from Vendor's dock. Risk of loss shall pass to the Customer upon delivery.

**F. Tax-Exempt**

As per Section 151.309, Texas Tax Code, Customers under this Contract are exempt from the assessment of State sales, use and excise taxes. Further, Customers under this Contract are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j). For any Customers who are not tax exempt, Vendor reserves the right to charge applicable taxes.

**G. Travel Expense Reimbursement**

Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of those services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized by the current State Travel Regulations. Travel time may not be included as part of the amounts payable by Customer for any services rendered under this Contract. The DIR administrative fee specified in Section 5 below is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer.

**H. Changes to Prices**

Vendor may change the price of any product or service at any time, based upon changes to the MSRP, but discount levels shall remain consistent with the discount levels specified in this Contract. Price decreases shall take effect automatically during the term of this Contract and shall be passed onto the Customer immediately at the time of submission of a purchase order, but shall not be retroactive to products for which a purchase order has been received, or for services currently being rendered under a prior purchase order.

**5. DIR Administrative Fee**

**A)** The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract Contract is one quarter of one percent (0.25%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling $100,000 shall be $250.00.

**B)** All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor. Any change in the administrative fee shall be incorporated in the price to the Customer.

**6. Notification**

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:
Sherri Parks, Director
Contracting & Procurement Services
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-4700
Facsimile: (512) 475-4759
Email: sherri.parks@dir.state.tx.us

If sent to the Vendor:

Lorri Bailey
Dell Marketing L.P.
One Dell Way, M/S RR8-35
Austin, TX 78682
Phone: (512) 723-0016
Facsimile: (877) 248-3734
Email: Lorri_Bailey@Dell.com

**7. Software License and Service Agreements**

**A. Software License Agreement**

Compliance with any Software License Agreement sold through this Contract is the responsibility of the Customer. DIR shall not be responsible for any Customer's compliance with any Software License Agreement. If DIR purchases software licenses for its own use under this Contract, it shall be responsible for its compliance with the Software License Agreement terms and conditions.

**B. Shrink/Click-wrap License Agreement**

Vendor may sell third-party shrink/click-wrap software products as awarded under this Contract. All software sold is subject to the license agreement provided with the

software by the publisher. Customers are bound by, and will abide by all such software licensing agreements.

**C. Service Agreement**

Services provided under this Contract shall be in accordance with the Service Agreement as set forth in Appendix D of this Contract. No changes to the Service Agreement terms and conditions may be made unless previously agreed to by Vendor and DIR.

**8. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.**

1. **Appendix A, Section 5.A.2., Electronic and Information Resources Accessibility Standards, As Required by 1 TAC Chapter 213 (Applicable to State Agency and Institution of Higher Education Purchases Only)**, is hereby restated in its entirety as follows:

   **2)** Upon request by DIR, Vendor shall provide DIR with the URL to its Voluntary Product Accessibility Template (VPAT) or a copy of the applicable VPAT for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (http://www.buyaccessible.gov). Vendors not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide DIR with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at http://www.section508.gov/.

2. **Appendix A, Section 5.B.3., Purchase of Commodity Items (Applicable to State Agency Purchases Only)** is hereby restated in its entirety as follows:

   **3)** Vendor agrees to coordinate all State agency commodity item sales by Vendor are through existing DIR contracts. Vendor shall use commercially reasonable efforts so that Order Fulfillers shall sell or license commodity items under this Contract. Vendor will include this term as a standard term in its Order Fulfiller contracts. Institutions of higher education are exempt from this Subsection 5.B.

3. **Appendix A, Section 6.A., Service, Sales and Support of the Contract** is hereby restated in its entirety as follows:

   **A. Service, Sales and Support of the Contract**

   Vendor shall provide service, sales and support resources to serve all Customers throughout the State. It is the responsibility of the Vendor to sell, market, and promote products and services available under the Contract. Vendor shall use its best efforts to ensure that potential Texas Customers are made aware of the existence of the Contract. All sales to Customers for products and services available under the

Contract shall be processed through the Contract when Customer specifies this Contract number on the Purchase Order.

4. **Appendix A, Section 6.D., Customer Site Preparation** is hereby restated in its entirety as follows:

**D. Customer Site Preparation**
Customers shall prepare and maintain its site in accordance with written instructions furnished by Vendor or Order Fulfiller prior to the scheduled delivery date of any product or service and shall bear the costs associated with the site preparation.

5. **Appendix A, Section 6.E.1., Vendor Website** is hereby restated in its entirety as follows:

**1) Vendor Website**

Vendor will maintain a website specific to the products and services being offered under the Contract which is clearly distinguishable from other, non-DIR contract offerings at the Vendor's website. The website must include at a minimum:

A. The Contract number and a statement that the customer must reference the Contract Number on their purchase order
B. A statement designating who can procure through the Contract
C. All products and services offered under the contract
D. All product and services specifications for products offered under the contract
E. Current Contract pricing
F. Contact information for Vendor business segments (i.e. State and Local, Higher Education, K-12, Health, etc.)
G. Named Order Fulfillers and contact information for each designated Order Fulfiller
H. Instructions for obtaining quotes and placing Purchase Orders through Dell direct or through a designated Order Fulfiller
I. Warranty policy terms and conditions
J. Return policy terms and conditions.

The Vendor's website shall list the DIR Contract number, reference the DIR Go DIRect program, display the DIR logo in accordance with the requirements in paragraph F of this Section, and contain a link to the DIR website for the Contract.

6. **Appendix A, Section 6.E.3., Website Compliance Checks** is hereby restated in its entirety as follows:

**3) Website Compliance Checks**
Periodic compliance checks of the information posted for the Contract on Vendor's website will be conducted by DIR. Upon request by DIR, Vendor shall use commercially reasonable efforts to provide verifiable documentation that pricing listed upon this website is uniform with the pricing as stated in Section 4 of the

Contract within thirty (30) days of the request.

7. **Appendix A, Section 6.E.5., Use of Access Data Prohibited** is hereby restated in its entirety as follows:

   **5) Use of Access Data Prohibited**
   If Vendor stores, collects or maintains data electronically as a condition of accessing Contract information, such data shall only be used internally by Vendor for the purpose of implementing or marketing the Contract, and shall not be disseminated to third parties, other than Order Fulfillers or Subcontractors, as necessary, or used for other marketing purposes. The Contract constitutes a public document under the laws of the State and Vendor shall not restrict access to Contract terms and conditions including pricing, so long as DIR publically posts the document. However, Vendor may agree with an individual Customer to implement security measures such as password protected online ordering. Upon request, Vendor shall provide DIR with a list of any Premier Pages existing under this Contract. By purchasing under this Contract, a Customer acknowledges that DIR may request from Customer "read only access" to Customer's online ordering page with Vendor that is under this Contract (also known as a Dell Premier Page).

8. **Appendix A, Section 6.H., Trade Show Participation** is hereby restated in its entirety as follows:

   **H. Trade Show Participation**
   At DIR's discretion, Vendor may be required to participate in no more than two (2) DIR sponsored trade shows each calendar year. Vendor understands and agrees that participation, at the Vendor's expense, includes providing a manned booth display or similar presence. DIR will provide four months advance notice of any required participation. Vendor must display the DIR logo at all trade shows in the State of Texas that potential Customers will attend. DIR reserves the right to approve or disapprove of the location or the use of the DIR logo in or on the Vendor's or Order Fulfiller's booth.

9. **Appendix A, Section 6.K., DIR Cost Avoidance** is hereby restated in its entirety as follows:

   **K. DIR Cost Avoidance**
   As part of the performance measures reported to state leadership, DIR must provide the cost avoidance the State has achieved through the Contract. Vendor shall make available to DIR a detailed report of the following information regarding a representative sample of products sold under the Contract: product part number and price to Customer under the Contract. Such information may be made available through Vendor's website.

10. **Appendix A, Section 7.A., Purchase Orders** is hereby restated in its entirety as follows:

**A. Purchases Orders**

All Customer Purchase Orders will be placed directly with the Vendor and/or the Order Fulfiller. Accurate Purchase Orders shall be effective and binding upon Vendor when accepted by Vendor. Customer shall have the ability to order products through electronic or paper submissions of purchase orders.

11. **Appendix A, Section 7.B., Invoices** is hereby restated in its entirety as follows:

**B. Invoices**

1) Invoices shall be submitted by Vendor or the Order Fulfiller directly to the Customer and shall be issued in compliance with Chapter 2251, Texas Government Code. All payments for products and/or services purchased under the Contract and any provision of acceptance of such products and/or services shall be made by the Customer to Vendor or the Order Fulfiller.

2) Invoices must be timely and accurate. Each invoice must match Customer's Purchase Order and include any written changes that may apply, as it relates to products, prices and quantities. Invoices must include the Customer's Purchase Order number or other pertinent information for verification of receipt of the product or services by the Customer.

12. **Appendix A, Section 7.D., Acceptance** is hereby added in its entirety as follows:

**D. Acceptance**

A Customer shall determine whether all Products and Services delivered meet the Vendor's published specifications. No payment shall be made for any Products or Services until the Customer has accepted the Products or Services. Unless otherwise agreed upon between the Customer and the Vendor, the Customer shall within fifteen (15) calendar days from the date of the receipt of the Vendor's invoice, issue a written notice of partial acceptance or rejection of the Products or Services; otherwise, the Product or Services shall be deemed accepted.

13. **Appendix A, Section 8.A.2., Vendor Contract Administrator** is hereby restated in its entirety as follows:

**2) Vendor Contract Administrator**

Vendor shall provide a dedicated Contract Administrator whose duties shall include but not be limited to: i) supporting the marketing and management of the Contract, ii) facilitating dispute resolution between Vendor or a Order Fulfiller and a Customer, and iii) advising DIR of Vendor's or Order Fulfiller's performance under the terms and conditions of the Contract. DIR reserves the right to require a change in Vendor's then-current Contract Administrator if the assigned Contract Administrator is not, in

the opinion of DIR, adequately serving the needs of the State. In such instance, Vendor requests twenty (20) calendar days notice.

14. **Appendix A, Section 8.B.1., Reporting Responsibility** is hereby restated in its entirety as follows:

    **1) Reporting Responsibility**

    **a)** Vendor shall be responsible for reporting all products and services purchased from Vendor or through Order Fulfillers under the Contract. Vendor shall file the monthly reports which contain sales by Order Fulfillers, and pay the administrative fees in accordance with the due dates specified in this section.

    **b)** DIR shall have the right to verify required reports and to take any actions necessary to enforce its rights under this section, including but not limited to, compliance checks of Vendor's purchase orders and invoices at DIR's expense. Upon receipt of ten (10) days notice, Vendor shall grant DIR, during normal business hours, necessary access to Customer purchase orders and invoices generated under and pertaining to this Contract.

15. **Appendix A, Section 8.B.2., Detailed Monthly Report** is hereby restated in its entirety as follows:

    **2) Detailed Monthly Report**

    Vendor shall electronically provide DIR with a detailed monthly report in the format required by DIR showing the dollar volume of any and all sales under the Contract for the previous month period. Reports shall be submitted to the DIR Go DIRect Coordinator. Reports are due on the fifteenth (15th) calendar day after the close of the previous month period, unless such day falls on a weekend or holiday, and then the report shall be sent to DIR on the first business day thereafter. It is the responsibility of the Vendor to collect and compile all sales under the Contract from participating Order Fulfillers and submit one (1) monthly report. The monthly report shall include, per transaction: the detailed sales for the period, the Order Fulfiller's company name, Customer name, invoice date, invoice number, description, part number, manufacturer, quantity, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, and other information as required by DIR. Each report must contain all information listed above per transaction or the report will be rejected and returned to the Vendor for correction in accordance with this section.

16. **Appendix A, Section 8.B.3.a., Historically Underutilized Businesses Subcontract Report** is hereby restated in its entirety as follows:

    **a)** Vendor shall electronically provide DIR with a listing of their relevant purchases from Vendor or through Order Fulfillers under this Contract, so DIR and Customer can compile the appropriate Historically Underutilized Business Subcontracting Report, pursuant to the Contract, as required by Chapter 2161, Texas Government Code. Such listing of purchases shall be on the monthly report

17. **Appendix A, Section 8.B.4.a., DIR Administrative Fee** is hereby restated in its entirety as follows:

**a)** An administrative fee shall be paid by Vendor to DIR to defray the DIR costs of negotiating, executing, and administering the Contract. The administrative fee is specified in Section 5 of the Contract. Payment of the administrative fee shall be due thirty (30) calendar days after the close of the previous month period.

18. **Appendix A, Section 8.C.2., Records and Audit** is hereby restated in its entirety as follows:

**2)** Vendor shall maintain adequate records to establish compliance with the Contract until the later of a period of four (4) years after termination of the Contract or until full, final and unappealable resolution of all Compliance Check or litigation issues that arise under the Contract. Such records shall include the monthly DIR reports that contain: Customer name, invoice date, invoice number, description, quantity, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the calculations supporting each administrative fee owed DIR under the Contract, Historically Underutilized Businesses Subcontracting reports, and such other reasonable documentation as DIR may request.

19. **Appendix A, Section 8.C.3., Records and Audit** is hereby restated in its entirety as follows:

**3)** Vendor shall grant access to items retained by Vendor in accordance with generally accepted accounting principles relating to the requirements of this Contract and relevant to the performance of the Contract to DIR, including the compliance checks designated by DIR, the State Auditor's Office and of the United States, and such other persons or entities designated by DIR for the purposes of inspecting, Compliance Checking and/or copying such books and records. Vendor shall provide electronic copies requested by DIR without charge. DIR shall provide Vendor ten (10) business days' notice prior to inspecting, Compliance Checking, and/or electronic records, shall be made available during regular office hours. Vendor personnel familiar with the Vendor's books and records shall be available to DIR staff and designees as needed.

20. **Appendix A, Section 9.A., Indemnification** is hereby restated in its entirety as follows:

**A. Indemnification**

**1) Acts or Omissions**

Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, FROM AND AGAINST ANY AND ALL ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, and that result in personal injury or damage to physical property resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, in the execution or performance of the Contract and any Purchase Orders issued under the Contract. THE DEFENSE SHALL BE COORDINATED BY THE OFFICE OF THE ATTORNEY GENERAL FOR TEXAS STATE AGENCIES AND BY CUSTOMER'S LEGAL COUNSEL FOR NON-STATE AGENCY CUSTOMERS.

**2) Infringements**

a) Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, from any and all third-party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights for Vendor branded products or Vendor provided services in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR and the CUSTOMER agree to furnish timely written notice to each other of any such claim. VENDOR AGREES TO DEFEND AGAINST ANY AND ALL THIRD PARTY CLAIMS WITH REGARDS TO VENDOR–BRANDED PRODUCT OR SERVICES, AT VENDOR'S EXPENSE, WHETHER OR NOT SUCH CLAIMS BECOME THE SUBJECT OF LITIGATION SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING REASONABLE ATTORNEYS' FEES PROVIDED THAT CUSTOMER (i) NOTIFIES VENDOR PROMPTLY OF SUCH CLAIM (ii) GRANTS VENDOR CONTROL OVER THE DEFENSE AND SETTLEMENT THEREOF AND (iii) REASONABLY COOPERATES IN RESPONSE TO VENDOR'S REQUEST FOR ASSISTANCE. The defense shall be coordinated by the Office of the Attorney General FOR TEXAS STATE AGENCY CUSTOMERS AND BY CUSTOMER'S LEGAL COUNSEL FOR NON-STATE AGENCY CUSTOMERS.

b) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with timely notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense: (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing or (iii) accept return of the Product freight collect and provide a reasonably depreciated refund for the Product.

**3) Independent Contractor**

VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, IT IS FURNISHING SERVICES IN THE CAPACITY OF AN INDEPENDENT CONTRACTOR AND THAT VENDOR IS NOT AN EMPLOYEE OF THE CUSTOMER, DIR OR THE STATE OF TEXAS.

21. **Appendix A, Section 9.B., Taxes/Worker's Compensation/UNEMPLOYMENT INSURANCE** is hereby restated in its entirety as follows:

**B. Taxes/Worker's Compensation/UNEMPLOYMENT INSURANCE**

1) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL APPLICABLE STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. VENDOR AGREES AND ACKNOWLEDGES THAT VENDOR ITS EMPLOYEES, REPRESENTATIVES, AGENTS OR SUBCONTRACOTRS SHALL NOT BE ENTITLED TO ANY STATE BENEFIT OR BENEFIT OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER AS A RESULT OF THIS CONTRACT AND/OR THE STATE SHALL NOT BE LIABLE TO THE VENDOR ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

2) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS AND/OR REPRESENTATIVES FROM ANY AND ALL ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES, RELATING TO VENDOR'S TAX LIABILITY, VENDOR'S UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR EXPECTATIONS OF BENEFITS BY VENDOR, ITS EMPLOYEES, VENDOR'S AGENTS OR VENDOR'S SUBCONTRACTORS IN ITS PERFORMANCE UNDER THIS CONTRACT. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE FOR CLAIMS RELATED TO THIS CLAUSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY THE OFFICE OF THE ATTORNEY GENERAL FOR TEXAS STATE AGENCY CUSTOMERS AND BY CUSTOMER'S LEGAL COUNSEL FOR NON-STATE AGENCY CUSTOMERS, IF REQUESTED BY THE STATE OF TEXAS OR CUSTOMER THAT IS A NON-STATE AGENCY.

22. **Appendix A, Section 9.C., Vendor Certifications** is hereby restated in its entirety as follows:

**C. Vendor Certifications**

Vendor certifies that it: (i) has not given, offered to give, and do not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract, (ii) is not currently delinquent in the payment of any franchise tax owed the State of Texas and is not ineligible to receive payment under §231.006 of the Texas Family Code and acknowledge the Contract may be terminated and payment withheld if this certification is inaccurate, (iii) neither they, nor to the best of Vendor's knowledge, anyone acting for them, has violated the antitrust laws of the United States or the State of Texas, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage, (iv) has not received payment from DIR or any of its employees for participating in the preparation of the Contract, (v) under Section 2155.004, Texas Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate, (vi) to the best of its knowledge and belief, there are no suits or proceedings pending or threatened against or affecting it, which if determined adversely to it will have a material adverse effect on the ability to fulfill its obligations under the Contract, (vii) is not suspended or debarred from doing business with the federal government as listed in the Excluded Parties List System (EPLS) maintained by the General Services Administration, and (viii) as of the effective date of the Contract, is not listed in the prohibited vendors list authorized by Executive Order #13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control. In addition, Vendor acknowledges the applicability of §2155.444 and §2155.4441, Texas Government Code, in fulfilling the terms of the Contract.

23. **Appendix A, Section 9.I, Security of Premises, Equipment, Data and Personnel** is hereby restated in its entirety as follows:

**I. Security of Premises, Equipment, Data and Personnel**

Vendor may, from time to time during the performance of the Contract, have access to the personnel, premises, equipment, and other property, including data, files and /or materials (collectively referred to as "Data") belonging to the Customer. Vendor shall use their best efforts to preserve the safety, security, and the integrity of the personnel, premises, equipment, Data and other property of the Customer, in accordance with the instruction of the Customer. Vendor shall be responsible for damage to Customer's equipment, workplace, and its contents when such damage is caused by its employees or subcontractors. Customer shall be solely responsible for backing up data on a routine basis as mutually agreed to by Vendor and Customer.

24. **Appendix A, Section 9.K, Limitation of Liability** is hereby restated in its entirety as follows:

**K. Limitation of Liability**

EXCEPT AS SPECIFICALLY SET FORTH IN SECTIONS 9.A.1 AND 9.A.2, AND FOR PAYMENT OBLIGATIONS UNDER THIS CONTRACT, VENDOR AND DIR EACH EXPRESSLY AGREE AND UNDERSTAND THAT THE OTHER PARTY WILL NOT HAVE ANY LIABILITY FOR PRODUCTS NOT BEING AVAILABLE FOR USE, OR FOR LOST OR CORRUPTED DATA OR SOFTWARE. NEITHER PARTY SHALL BE LIABLE FOR ANY CLAIM OR CAUSE OF ACTION ARISING UNDER OR RELATED TO THE CONTRACT: I) NONE OF THE PARTIES SHALL BE LIABLE TO THE OTHER FOR INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES, EVEN IF IT IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND II) VENDOR'S LIABILITY FOR DAMAGES OF ANY KIND TO THE CUSTOMER SHALL BE LIMITED TO THE LESSER OF ONE MILLION DOLLARS ($1,000,000) OR THE U.S. DOLLAR EQUIVALENT OF THE TOTAL DOLLAR VALUE OF PRODUCTS AND SERVICES PURCHASED FROM VENDOR BY SUCH CUSTOMER UNDER THE CONTRACT DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE ACCRUAL OF THE CLAIM OR CAUSE OF ACTION. IN THE EVENT THE LAW OF ANY JURISDICTION WHICH APPLIES TO THIS CONTRACT PROHIBITS IN ANY PART ANY LIMITATION IN THIS PARAGRAPH, THE PARTIES AGREE THAT SUCH LIMITATION SHALL BE MODIFIED, WITHOUT FURTHER ACTION OF EITHER PARTY, SO AS TO BROADLY APPLY TO THE MAXIMUM EFFECT ALLOWED BY GOVERNING LAWS.

25. **Appendix A, Section 9.L, Overcharges** is hereby restated in its entirety as follows:

**L. Overcharges**

Vendor hereby assigns to DIR any and all of its claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 U.S.C.A. Section 1, et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. and Comm. Code Section 15.01, et seq. to the extent that the overcharge suffered by the Vendor was, in fact, passed on the DIR or its Customers in the products or other goods and/or services purchased by DIR or is Customers under this Contract during the time period referenced in the litigation.

This Contract is executed to be effective as of the date of last signature.

| | |
|---|---|
| **Dell Marketing, L.P.** | **The State of Texas, acting by and through the Department of Information Resources** |
| **Authorized By: Signature on File** | **Authorized By: Signature on File** |
| **Name: John Mullen** | **Name: Cindy Reed** |
| **Title: VP & GM Major Public Accounts Education and State & Local Government** | **Title: Deputy Executive Director Operations & Statewide Technology Sourcing** |
| **Date: January 14, 2009** | **Date: 1/14/09** |
| | **Legal: Signature on File** |

**AI-37574** **Urban County 13. C.**

**CC REGULAR**

**Meeting Date:** 03/20/2013

**Submitted For:** Lupita V Garcia **Submitted By:** Mary Flores, URBAN COUNTY

**Department:** URBAN COUNTY

## Information

### CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for professional architectural services;

Presentation of the scoring grid for the purposes of ranking by CC of at least three (3) architectural firms from the County's approved "pool" as graded and evaluated by the Hidalgo County Precinct No. 4, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Year 21, 22, 23 & 25 (2008, 2009, 2010 & 2012) Precinct No. 4 Parks, Recreational Facility Improvement funds.

| Professional Service Firm | Grade | Ranked |
|---|---|---|
| Mata & Garcia Architects, LLP | 96.00 | |
| GMS Architects | 93.67 | |
| Naismith Engineering Corporation | 88.67 | |

2. Authority to negotiate a professional architectural service contract with the No. 1 ranked firm of for the provision of architectural services for an Urban County Program Year 21, 22, 23, &25 (2008, 2009, 2010 & 2012) Precinct No. 4 Parks, Recreational Facility Improvements project – Complete development of Sunflower Park.

### BACKGROUND

The three (3) architectural firms rated from the County's approved "pool" are: Mata & Garcia Architects, LLP, GMS Architects and Naismith Engineering Corporation for the Parks, Recreational Facility Improvements project – complete development of Sunflower Park, located within Precinct No. 4 boundaries.

Funds Available: $ 15130.11 2008 Parks, Recreational Facility Improvement Funds
$ 180,866.42 2009 Parks, Recreational Facility Improvement Funds
$ 216,248.01 2010 Parks, Recreational Facility Improvement Funds
$ 94,000.00 2012 Parks, Recreational Facility Improvement Funds

Total Funds Available: $ 506,244.54

## Attachments

Pct 4 backup

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 03/08/2013 02:33 PM |
| Purchasing Department | Monica Badillo | 03/15/2013 04:22 PM |

Form Started By: Mary Flores Started On: 03/08/2013 01:12 PM

Final Approval Date: 03/15/2013

**Precinct No. 4**
**Architectural Services**
**Parks, Recreational Facility Improvements – Sunflower Park**
**Years 21, 22, 23 & 25 (2008, 2009, 2010 & 2012)**
**Grading-Ranking Grid**

| Criteria | Mata & Garcia Architects, LLC | | | GMS Architects | | | Naismith Engineering Corporation | | |
|---|---|---|---|---|---|---|---|---|---|
| | Grader 1 | Grader 2 | Grader 3 | Grader 1 | Grader 2 | Grader 3 | Grader 1 | Grader 2 | Grader 3 |
| Professional Qualifications of Team | 25 | 25 | 23 | 25 | 25 | 25 | 23 | 20 | 25 |
| Experience of Project Team | 25 | 25 | 21 | 24 | 20 | 20 | 24 | 15 | 20 |
| Experience/ Availability of Project Manager | 20 | 20 | 18 | 19 | 20 | 18 | 20 | 15 | 18 |
| Understanding of Project | 19 | 20 | 19 | 18 | 19 | 20 | 18 | 18 | 20 |
| Familiarity with Applicable Rules & Regulations | 10 | 8 | 10 | 10 | 8 | 10 | 10 | 10 | 10 |
| **TOTALS** | 99 | 98 | 91 | 96 | 92 | 93 | 95 | 78 | 93 |
| **AVERAGES** | 288 % 3 = 96.00 | | | 281 % 3 = 93.67 | | | 266 % 3 = 88.67 | | |
| **RATING** | 1 | | | 2 | | | 3 | | |

**AI-37583** **Urban County 13. D.**

**CC REGULAR**

**Meeting Date:** 03/20/2013

**Submitted For:** Francisco Flores **Submitted By:** Mary Flores, URBAN COUNTY

**Department:** URBAN COUNTY

## Information

### CAPTION

Requesting authority to enter into a 36-month lease thru County's membership with State Awarded vendor Ricoh Corporation thru contract: DIR-SSD-1674 for two digital copier printers. The lease payment in the amount of $883.24/month includes maintenance plan with consumables for the two copiers.

### BACKGROUND

The Urban County Program current lease with Xerox will expire on March 30th . By leasing this equipment with Ricoh Corporation, the maintenance agreement will be similar but a faster rate and at a lower price.

## Attachments

attachment

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 03/08/2013 03:30 PM |
| Purchasing Department | Monica Badillo | 03/15/2013 04:22 PM |

Form Started By: Mary Flores Started On: 03/08/2013 02:35 PM

Final Approval Date: 03/15/2013

# Proposal for Document Copying & Printing Solutions



## Hidalgo County Urban Program




PREPARED BY:

**Aissa Garcia – Account Executive**

**Mobile: (956) 607-6465**

**Fax: (956) 687-2012**

**Email: Aissa.Garcia@ricoh-usa.com**


*Proposal Submitted: March 4, 2013*

RICOH

imagine. change.

March 4, 2013



Hidalgo County Urban Program
Ms. Diana Serna and Mr. Antonio Barco
3304 W Alberta
Edinburg, TX 78539

Dear Ms. Serna and Mr. Barco,

Thank you so much for taking the time to speak with me regarding your department's document and office equipment needs. I truly appreciated the time you took to discuss this situation. Based on our conversation, I have put together a proposed solution that we believe will meet your goals of:

- Highly efficient new technology and cost effective black & white output devices
- High quality copies, prints and productions with increased security & productivity
- An all-inclusive service package (service, toner & staples included to reduce supply costs)

At Ricoh, we have built a solid reputation for providing the best solution for each of our customer's unique requirements. We are able to meet your specific needs by leveraging innovative technology backed by Ricoh's world-class service and expertise.

Thank you for giving us the opportunity to present the following proposal. We look forward to serving all of your document needs and increasing your document efficiency.

Sincerely,

Aissa Garcia
Account Executive
(956) 607-6465

***Reservation of Rights***—In response to your invitation, we are pleased to submit this proposal for your consideration. We recognize your right to negotiate and approve the terms and conditions of any contract following award and respectfully reserve the right to do the same. We acknowledge that all contract terms and conditions must be mutually agreed upon by both of us. Our proposal represents our commitment with respect to pricing, equipment specifications and service levels and contemplates that both parties reserve the right to review and negotiate appropriate and mutually acceptable terms and conditions in the exercise of good faith. As is customary for transactions of this type, our proposal is based upon the information provided by you and the assumptions set forth in our response, and any changes to such information or assumptions may, if material, require modification. Upon award, we will be pleased to work with you to promptly finalize mutually acceptable contract terms and, if applicable, provide copies of appropriate contract forms for that purpose.

RICOH
imagine. change.

# Proposed Option – Black & White

## Ricoh MP 5002SP

The MP 5002SP is a Black/White multifunction product that offers print, copy, scan and fax capabilities in a compact design. The MP 5002SP combines economical, advanced scanning capabilities, flexible paper handling, and the latest security features, making it an ideal solution for any size organization.

***Features***

- 50-PPM monochrome output speed;
- 3,200-sheet paper capacity
  2 – 550 sheet paper trays, 1 – 2,000 sheet large capacity tray and 100 Sheet Bypass
- 1,000 sheet finisher (staple/sorter)
- Fax, Print & Scan enabled, providing both black-and-white and color scanning functionality
- DOSS (Data Overwrite Security System)
- Warm-up time of less than 20 seconds and 4.5 seconds to first-print speed
- ESP power filter
- Energy Star® compliant



### *DIR Contract - Investment Details for 36 or 48 Months*

| Equipment Breakdown | DIR Purchase Pricing | 36 Month Pricing | 48 Month Pricing |
|---|---|---|---|
| 1. **Ricoh Aficio MP 5002SP** | $4,038.00 | $123.16 | $101.15 |
| **ESP XG-PCS-15D - Digital Network Powerfilter** | $150.00 | $4.58 | $3.76 |
| **Network Print/Scan Connection (Seg. 3)** | $250.00 | $7.63 | $6.26 |
| **LCIT PB3140** | $510.00 | $15.56 | $12.78 |
| **Bridge Unit BU3060** | $83.00 | $2.53 | $2.08 |
| **SR3090 1,000-Sheet Finisher** | $718.00 | $21.90 | $17.99 |
| **Fax Option Type 5002** | $543.00 | $16.56 | $13.60 |
| **Data Overwrite Security Unit Type I** | $202.00 | $6.16 | $5.06 |
| **Equipment Total Monthly Lease Payment** | | $198.08 | $162.68 |
| **Service (40,000 B/W impressions per month with quarterly overages @ $0.0064)** | | $256.00 | $256.00 |
| **TOTAL MONTHLY PAYMENT FOR 1 MP5002SP:** | | **$454.08** | **$418.68** |

**(Please see attached DIR Pricing Sheet for further break down and verification of contracted pricing)**

***Pricing Components Include:*** Equipment, Delivery, Installation, Operator Training, Maintenance, Toner, Staples and Service performed by Ricoh Customer Service Technicians (You will incur no additional charges for parts or labor)

****NOTE: All rates are Property Tax Inclusive and based off of the DIR Contract: DIR-SSD-1674**

**This quote is valid until: March 31, 2013**

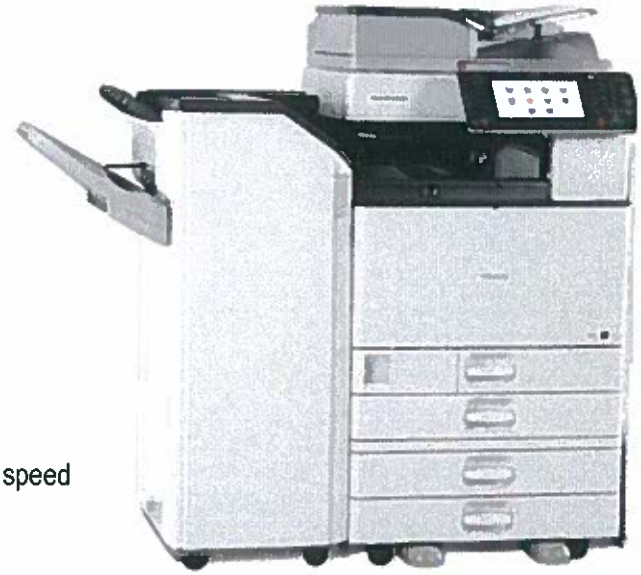
# Proposed Option – Color

## Ricoh MPC 4502SP

The MPC 4502SP is a color multifunction product that offers print, copy, scan and fax capabilities in a compact design. The MPC 4502SP combines economical, high-quality color, advanced scanning capabilities, flexible paper handling, and the latest security features, making it an ideal document management solution for any size organization

***Features***

- 45-PPM monochrome and color output speed; low cost-per-page output
- 2,300-sheet paper capacity
  4 – 550 sheet paper trays and 100 Sheet Bypass
- 1,000 sheet finisher (staple/sorter)
- Fax, Print & Scan enabled, providing both black-and-white and color scanning functionality
- DOSS (Data Overwrite Security System)
- Warm-up time of 20 seconds; 7.2-second color/ 4.8-second monochrome first-print speed
- ESP power filter
- Energy Star® compliant



### *DIR Contract - Investment Details for 36 or 48 Months*

| Equipment Breakdown | DIR Purchase Pricing | 36 Month Pricing | 48 Month Pricing |
|---|---|---|---|
| 1. **Ricoh Aficio MPC 4502** | $3,847.00 | $117.33 | $96.37 |
| **ESP XG-PCS-15D** - Digital Network Powerfilter | $150.00 | $4.58 | $3.76 |
| **Network Print/Scan Connection (Seg. BC 4)** | $250.00 | $7.63 | $6.26 |
| **Paper Feed Unit PB3130 (2 x 550 Sheets)** | $462.00 | $14.09 | $11.57 |
| **Bridge Unit BU3060** | $83.00 | $2.53 | $2.08 |
| **SR3090 1,000-Sheet Finisher** | $718.00 | $21.90 | $17.99 |
| **Data Overwrite Security Unit Type H** | $197.00 | $6.01 | $4.93 |
| **Fax Option Type C5502** | $348.00 | $10.61 | $8.72 |
| **Equipment Total Monthly Lease Payment** | | $184.68 | $151.68 |
| **Service** (10,000 B/W impressions & 4,100 color impressions per month with quarterly overages) | | $244.48 | $244.48 |
| Overages Billed Quarterly: B/W @ 0.0069 & Clr @ $0.0428 | | | |
| **TOTAL MONTHLY PAYMENT FOR 1 MPC4502:** | | **$429.16** | **$396.16** |

**(Please see attached DIR Pricing Sheet for further break down and verification of contracted pricing)**

***Pricing Components Include:*** Equipment, Delivery, Installation, Operator Training, Maintenance, Toner, Staples and Service performed by Ricoh Customer Service Technicians (You will incur no additional charges for parts or labor)

****NOTE: All rates are Property Tax Inclusive and based off of the DIR Contract: DIR-SSD-1674**

**This quote is valid until: March 31, 2013**

www.ricoh-usa.com








Please direct any questions on this proposal to:

Aissa Garcia – Account Executive
Mobile: (956) 607-6465
Fax: (956) 687-2012
Email: Aissa.Garcia@ricoh-usa.com



***Proprietary and Confidential Statement***—The enclosed materials are proprietary to Ricoh Americas Corporation and Ricoh reserves all right, title, and interest in and to such materials. The terms, conditions, and information set forth herein are confidential to Ricoh and may not be disclosed in any manner to any person other than the addressee, together with its officers, employees, and agents who are directly responsible for evaluating the contents of these materials for the limited purpose intended. These materials may not be used in any manner other than for such limited purpose. Any unauthorized disclosure, use, reproduction, or transmission is expressly prohibited without the prior written consent of Ricoh. These materials summarize a proposed equipment and/or services solution. They are intended for informational purposes only to assist you in your evaluation of Ricoh as a potential business partner. These materials do not represent an offer or a binding agreement.


RICOH
imagine. change.

RICOH
imagine. change.



Delivers state-of-the-art multifunction capabilities in an eco-minded, compact, and user-friendly solution. The faster 5002 series shares all capabilities, options, and supplies with the 4002 series but is meant for slightly larger and busier environments.

# Ricoh MP 4002 | Savin MP 4002 | Lanier MP 4002
# Ricoh MP 4002SP | Savin MP 4002SP | Lanier MP 4002SP
# Ricoh MP 5002 | Savin MP 5002 | Lanier MP 5002
# Ricoh MP 5002SP | Savin MP 5002SP | Lanier MP 5002SP

40-50 PPM
Web browsing and printing from the control panel
Standard Print From/Scan To USB drives and SD cards
Standard HDD overwrite and encryption to protect files and user data
SP versions offer full color scanning/image capture capabilities
Dimensions: 26.4" x 26.8" x 35.2" (Mainframe + ARDF)
Max Paper Supply: 4,400-sheet
Power Requirements:120-127V, 60Hz, 12 Amps

DIR
Dept. of Information Resources

**Maintenance**

| Ricoh All-Inclusive CPC Service Plan Monthly & Annual Plans Exclude Supplies |
|---|
| $0.0069 |
| $0.0069 |
| $0.0064 |
| $0.0064 |

## Products & Accessories

| Ricoh / Savin / Lanier Equipment and Options Prices Per Unit | Ricoh Reorder Number | Oct-12 Suggested Retail Price | Contract Equipment Purchase Price | FMV Lease 24 Monthly Payments | FMV Lease 36 Monthly Payments | FMV Lease 48 Monthly Payments | FMV Lease 60 Monthly Payments |
|---|---|---|---|---|---|---|---|
| Ricoh MP 4002**/Savin MP 4002** /Lanier MP 4 | 415955 | $9,500 | $3,210 | $139.96 | $97.91 | $80.41 | $70.68 |
| Ricoh MP 4002SP** /Savin MP 4002SP** /Lanie | 415956 | $11,000 | $3,784 | $164.98 | $115.41 | $94.79 | $83.32 |
| Ricoh MP 5002**/Savin MP 5002** /Lanier MP 5 | 415957 | $12,500 | $3,697 | $161.19 | $112.76 | $92.61 | $81.41 |
| Ricoh MP 5002SP** /Savin MP 5002SP** /Lanie | 415958 | $13,500 | $4,038 | $176.06 | $123.16 | $101.15 | $88.92 |
| ESP XG-PCS-15D | 006426MIU | 280 | 150 | 6.54 | 4.58 | 3.76 | 3.30 |
| Network Print/Scan Connection (Seg. 3) | PS-NWSC3 | 350 | 250 | 10.90 | 7.63 | 6.26 | 5.51 |
| Network Print/Scan Connection (Seg. 4) | PS-NWSC4 | 425 | 250 | 10.90 | 7.63 | 6.26 | 5.51 |
| Paper Feed Unit PB3130 (2 x 550 Sheets | 415793 | 1,650 | 462 | 20.14 | 14.09 | 11.57 | 10.17 |
| LCIT RT3020 | 415984 | 1,910 | 505 | 22.02 | 15.40 | 12.65 | 11.12 |
| Side Tray Type C5502** | 415989 | 640 | 525 | 22.89 | 16.01 | 13.15 | 11.56 |
| LCIT PB3140** | 415795 | 1,960 | 510 | 22.24 | 15.56 | 12.78 | 11.23 |
| SR3090 1,000-Sheet Finisher** | 415804 | 1,930 | 718 | 31.30 | 21.90 | 17.99 | 15.81 |
| Booklet Finisher SR3110** | 416007 | 5,110 | 1,587 | 69.19 | 48.40 | 39.75 | 34.95 |
| Finisher SR3120** | 416008 | 3,550 | 1,194 | 52.06 | 36.42 | 29.91 | 26.29 |
| Bridge Unit BU3060** | 415988 | 220 | 83 | 3.62 | 2.53 | 2.08 | 1.83 |
| Punch Unit PU3030 NA | 416325 | 980 | 226 | 9.85 | 6.89 | 5.66 | 4.98 |
| FACE6 Cabinet | 416407 | 290 | 109 | 4.75 | 3.32 | 2.73 | 2.40 |
| 1 Bin Tray BN3100** | 415986 | 580 | 220 | 9.59 | 6.71 | 5.51 | 4.84 |
| Key Counter Bracket Type H | 412552 | 105 | 51 | 2.22 | 1.56 | 1.28 | 1.12 |
| Optional Counter Interface Unit Type A | 413012 | 65 | 29 | 1.26 | 0.88 | 0.73 | 0.64 |
| Internal Shift Tray SH3060** | 415987 | 450 | 162 | 7.06 | 4.94 | 4.06 | 3.57 |
| *Fax Options:* | | | | | | | |
| Fax Option Type 5002** | 416156 | 1,450 | 543 | 23.67 | 16.56 | 13.60 | 11.96 |
| G3 Interface Unit Type 5002 | 416161 | 890 | 351 | 15.30 | 10.71 | 8.79 | 7.73 |
| 32MB Memory 400dpi/SAF | 001342MIU | 205 | 37 | 1.61 | 1.13 | 0.93 | 0.81 |
| Fax Connection Unit Type A | 416207 | 290 | 110 | 4.80 | 3.36 | 2.76 | 2.42 |
| Handset Type C5502** | 416324 | 100 | 34 | 1.48 | 1.04 | 0.85 | 0.75 |

## Products & Accessories (continued)

| Ricoh / Savin / Lanier Equipment and Options Prices Per Unit | Ricoh Reorder Number | Oct-12 Suggested Retail Price | Contract Equipment Purchase Price | FMV Lease 24 Monthly Payments | FMV Lease 36 Monthly Payments | FMV Lease 48 Monthly Payments | FMV Lease 60 Monthly Payments |
|---|---|---|---|---|---|---|---|
| ***Print / Scan Options:*** | | | | | | | |
| Printer/Scanner Unit Type 5002 | 416140 | 1,650 | 571 | 24.90 | 17.42 | 14.30 | 12.57 |
| PostScript3 Unit Type 5002 | 416149 | 1,180 | 260 | 11.34 | 7.93 | 6.51 | 5.73 |
| IPDS Unit Type 5002 | 416152 | 1,050 | 668 | 29.12 | 20.37 | 16.73 | 14.71 |
| IEEE802.11a/g Wireless Type J | 414008 | 593 | 302 | 13.17 | 9.21 | 7.57 | 6.65 |
| Bluetooth Interface Unit Type D | 415818 | 630 | 224 | 9.77 | 6.83 | 5.61 | 4.93 |
| Gigabit Ethernet Board Type A | 402547 | 357 | 300 | 13.08 | 9.15 | 7.52 | 6.61 |
| IEEE 1284 Interface Type A | 411699 | 110 | 47 | 2.05 | 1.43 | 1.18 | 1.03 |
| File Format Converter Type E | 414007 | 635 | 203 | 8.85 | 6.19 | 5.09 | 4.47 |
| VM Card Type U | 416163 | 190 | 71 | 3.10 | 2.17 | 1.78 | 1.56 |
| SD card for NetWare Printing Type K | 416210 | 200 | 75 | 3.27 | 2.29 | 1.88 | 1.65 |
| ***Additional Options:*** | | | | | | | |
| Data Overwrite Security Unit Type I | 416372 | 530 | 202 | 8.81 | 6.16 | 5.06 | 4.45 |
| Copy Data Security Unit Type G | 416391 | 960 | 220 | 9.59 | 6.71 | 5.51 | 4.84 |
| Platen Cover Type 3352** | 415809 | 140 | 53 | 2.31 | 1.62 | 1.33 | 1.17 |
| ADF Handle Type C | 416213 | 200 | 76 | 3.31 | 2.32 | 1.90 | 1.67 |
| Card Reader Bracket Type 3352 | 415814 | 160 | 60 | 2.62 | 1.83 | 1.50 | 1.32 |
| Browser Unit Type I | 416204 | 170 | 63 | 2.75 | 1.92 | 1.58 | 1.39 |
| Hard Disk Drive Option Type 5002 | 416155 | 490 | 190 | 8.28 | 5.80 | 4.76 | 4.18 |
| HotSpot MFP Type F | 416602 | 899 | 432 | 18.84 | 13.18 | 10.82 | 9.51 |
| HotSpot MFP Type I | 416608 | 899 | 432 | 18.84 | 13.18 | 10.82 | 9.51 |

## Supplies

| Ricoh Description (Prices Per Unit) | Carton Packaging (Ricoh) | Carton | Numbers | Per Ctn |
|---|---|---|---|---|
| **Ricoh MP 4002/5002 Series**** | Toner MP 4500/8045e/LD345: 4 - Bottles/Ctn | 120,000 | 841346 | $207 |
| SR790/3020/3030 | Staple Type K: 1 Cartridge of 5,000 | 5,000 | 410801 | $27 |
| SR790/3020/3030 | Staple K Refill: 3 Cartridges of 5,000 | 15,000 | 410802 | $47 |
| SR3020 (Saddle Stitch) | Staple Type L: 1 Cartridge of 2,000 | 2,000 | 411240 | $19 |
| SR3020 (Saddle Stitch) | Staple L Refill: 4 Cartridges of 2,000 | 8,000 | 411241 | $32 |
| | Marker Type 30: Box of 4 Markers | 12,000 | 334049 | $21 |

Yield based on recommended average monthly print volume, 8-1/2" x 11" paper and 6% coverage

RICOH
imagine. change.



"A" versions come with the 100-sheet Single Pass Duplexing Feeder (SPDF) to capture images from both sides of a two-sided original in a single pass, achieving scanning speeds up to 116-ipm for both full-color and monochrome originals.

# Ricoh MP C4502
# Ricoh MP C4502A**
# Ricoh MP C5502**
# Ricoh MP C5502A**

Copy, Print, Fax, Scan
45-55 PPM, full color and black & white
High performance Booklet Finishers available
Oil-less toners to minimize streaking
Dimensions: 26.4" x 26.9" x 35.3" (standard)
26.4" x 26.9" x 36.7" ("A" version)
Standard Paper Supply: 2 x 550-sheets + 100-sheet bypass tray
Max Paper Supply: 4,000 sheets

**Maintenance**

Ricoh All-Inclusive CPC Service Plan
Monthly & Annual Plans
Exclude Supplies

$0.0069 b&w / $0.0428 Color
$0.0069 b&w / $0.0428 Color
$0.007 b&w / $0.0431 Color
$0.007 b&w / $0.0431 Color

## Products & Accessories

| Ricoh / Savin / Lanier Equipment and Options Prices Per Unit | Ricoh Reorder Number | Oct-12 Suggested Retail Price | Contract Equipment Purchase Price | FMV Lease 24 Monthly Payments | FMV Lease 36 Monthly Payments | FMV Lease 48 Monthly Payments | FMV Lease 60 Monthly Payments |
|---|---|---|---|---|---|---|---|
| Ricoh MP C4502**/Savin MP C4502** /Lanier M | 416072 | $16,200 | $3,847 | $167.73 | $117.33 | $96.37 | $84.71 |
| Ricoh MP C4502A** /Savin MP C4502A**/Lanier | 416075 | $16,900 | $6,819 | $297.31 | $207.98 | $170.82 | $150.15 |
| Ricoh MP C5502** /Savin MP C5502** /Lanier | 416076 | $20,020 | $5,765 | $251.35 | $175.83 | $144.41 | $126.95 |
| Ricoh MP C5502A** /Savin MP C5502A**/Lanier | 416077 | $20,670 | $8,333 | $363.32 | $254.16 | $208.74 | $183.49 |
| ESP XG-PCS-15D | 006428MU | 280 | 150 | 6.54 | 4.58 | 3.76 | 3.30 |
| Network & Scan Connect - Seg BC4 | PS-NWSCBC4 | 425 | 250 | 10.90 | 7.63 | 6.26 | 5.51 |
| Paper Feed Unit PB3130 (2 x 550 Sheets | 415793 | 1,650 | 462 | 20.14 | 14.09 | 11.57 | 10.17 |
| LCT PB3140** | 415795 | 1,960 | 510 | 22.24 | 15.56 | 12.78 | 11.23 |
| LCT RT3020 | 415984 | 1,910 | 505 | 22.02 | 15.40 | 12.65 | 11.12 |
| FAC52 Cabinet | 416337 | 250 | 101 | 4.40 | 3.08 | 2.53 | 2.22 |
| Internal Shift Tray SH3060** | 415987 | 450 | 162 | 7.06 | 4.94 | 4.06 | 3.57 |
| Side Tray Type C5502** | 415989 | 640 | 525 | 22.89 | 16.01 | 13.15 | 11.56 |
| Bridge Unit BU3060** | 415988 | 220 | 83 | 3.62 | 2.53 | 2.08 | 1.83 |
| SR3090 1,000-Sheet Finisher** | 415804 | 1,930 | 718 | 31.30 | 21.90 | 17.99 | 15.81 |
| Booklet Finisher SR3110** | 416007 | 5,110 | 1,587 | 69.19 | 48.40 | 39.75 | 34.95 |
| Finisher SR3120** | 416008 | 3,550 | 1,194 | 52.06 | 36.42 | 29.91 | 26.29 |
| Punch Unit PU3030 NA | 416325 | 980 | 226 | 9.85 | 6.89 | 5.66 | 4.98 |
| 1 Bin Tray BN3100** | 415986 | 580 | 220 | 9.59 | 6.71 | 5.51 | 4.84 |
| Data Overwrite Security Unit Type H | 416373 | 530 | 197 | 8.59 | 6.01 | 4.93 | 4.34 |
| Envelope Feeder EF3020** | 416272 | 270 | 100 | 4.36 | 3.05 | 2.51 | 2.20 |
| Key Counter Bracket Type H | 412552 | 105 | 51 | 2.22 | 1.56 | 1.28 | 1.12 |
| Optional Counter Interface Unit Type A | 413012 | 65 | 29 | 1.26 | 0.88 | 0.73 | 0.64 |
| Platen Cover Type 3352** | 415809 | 140 | 53 | 2.31 | 1.62 | 1.33 | 1.17 |
| Card Reader Bracket Type 3352 | 415814 | 160 | 60 | 2.62 | 1.83 | 1.50 | 1.32 |
| Scanner Accesibility Option Type C5502 | 416009 | 2,110 | 851 | 37.10 | 25.96 | 21.32 | 18.74 |
| ADF Handle Type C | 416213 | 200 | 76 | 3.31 | 2.32 | 1.90 | 1.67 |
| Copy Data Security Unit Type G | 416391 | 960 | 220 | 9.59 | 6.71 | 5.51 | 4.84 |

## Products & Accessories (continued)

| Ricoh / Savin / Lanier Equipment and Options Prices Per Unit | Ricoh Reorder Number | Oct-12 Suggested Retail Price | Contract Equipment Purchase Price | FMV Lease 24 Monthly Payments | FMV Lease 36 Monthly Payments | FMV Lease 48 Monthly Payments | FMV Lease 60 Monthly Payments |
|---|---|---|---|---|---|---|---|
| **Fax Options:** | | | | | | | |
| Fax Option Type C5502** | 415991 | 1,400 | 348 | 15.17 | 10.61 | 8.72 | 7.66 |
| Fax Connection Unit Type B | 416022 | 290 | 110 | 4.80 | 3.36 | 2.76 | 2.42 |
| G3 Interface Unit Type C5502 | 415996 | 910 | 363 | 15.83 | 11.07 | 9.09 | 7.99 |
| Handset Type C5502** | 416324 | 100 | 34 | 1.48 | 1.04 | 0.85 | 0.75 |
| 32MB Memory 400dpi/SAF | 001342MIU | 205 | 37 | 1.61 | 1.13 | 0.93 | 0.81 |
| **Print / Scan Options:** | | | | | | | |
| IEEE802.11a/g Wireless Type J | 414008 | 593 | 302 | 13.17 | 9.21 | 7.57 | 6.65 |
| IEEE 1284 Interface Type A | 411699 | 110 | 47 | 2.05 | 1.43 | 1.18 | 1.03 |
| Gigabit Ethernet Type B | 414204 | 483 | 246 | 10.73 | 7.50 | 6.16 | 5.42 |
| Camera Direct Print Card Type J | 416006 | 270 | 24 | 1.05 | 0.73 | 0.60 | 0.53 |
| Bluetooth Interface Unit Type D | 415818 | 630 | 224 | 9.77 | 6.83 | 5.61 | 4.93 |
| Postscript3 Unit Type C5502 | 415998 | 630 | 426 | 18.57 | 12.99 | 10.67 | 9.38 |
| File Format Converter Type E | 414007 | 635 | 203 | 8.85 | 6.19 | 5.09 | 4.47 |
| SD card for NetWare printing Type H | 416001 | 200 | 75 | 3.27 | 2.29 | 1.88 | 1.65 |
| Browser Unit Type F | 416002 | 170 | 63 | 2.75 | 1.92 | 1.58 | 1.39 |
| IPDS Unit Type C5502 | 416003 | 1,039 | 651 | 28.38 | 19.86 | 16.31 | 14.34 |
| **Additional Options:** | | | | | | | |
| Fiery E-S300 Print Controller | 416025 | 5,000 | 2,452 | 106.91 | 74.79 | 61.42 | 53.99 |
| EFI SeeQuence Impose | 404336 | 2,500 | 1,511 | 65.88 | 46.09 | 37.85 | 33.27 |
| Sequence Compose | 404337 | 1,100 | 748 | 32.61 | 22.81 | 18.74 | 16.47 |
| EFI Hot Folders | 413315 | 1,260 | 476 | 20.75 | 14.52 | 11.92 | 10.48 |
| Spot-On | 413317 | 1,200 | 476 | 20.75 | 14.52 | 11.92 | 10.48 |
| Auto Trapping | 413316 | 1,200 | 476 | 20.75 | 14.52 | 11.92 | 10.48 |
| Color Profiler v3 w/ES1000 UV (limted a | 005697MIU | 3,000 | 1,791 | 78.09 | 54.63 | 44.86 | 39.44 |
| CPS v2 to v3 Upgrade (limted availability | 005699MIU | 499 | 299 | 13.04 | 9.12 | 7.49 | 6.58 |
| Color Profiler v3 SW Only (limted availab | 005700MIU | 1,900 | 1,136 | 49.53 | 34.65 | 28.46 | 25.01 |
| I/O Table for ES1000 | 005776MIU | 2,295 | 1,632 | 71.16 | 49.78 | 40.88 | 35.94 |
| HotSpot MFP Type F | 416602 | 899 | 432 | 18.84 | 13.18 | 10.82 | 9.51 |
| HotSpot MFP Type I | 416608 | 899 | 432 | 18.84 | 13.18 | 10.82 | 9.51 |
| 1 Year HotSpot Service Subscription Exte | 006174MIU | 595 | 298 | 12.99 | 9.09 | 7.46 | 6.56 |
| 2 Year Subscription Service Extension | 003357MIU | 950 | 555 | 24.20 | 16.93 | 13.90 | 12.22 |
| 3 Year HotSpot Service Subscription Exte | 004813MIU | 1,350 | 850 | 37.06 | 25.93 | 21.29 | 18.72 |
| 4 Year HotSpot Service Subscription Exte | 004814MIU | 1,700 | 1,107 | 48.27 | 33.76 | 27.73 | 24.38 |

## Supplies

| Ricoh Description (Prices Per Unit) | Carton Packaging (Ricoh) | Carton | Numbers | Per Ctn |
|---|---|---|---|---|
| **Ricoh MP C4502 / C5502**** | Print Cartridge Black MP C5502; 1 - 560 g. Bottle | 31,000 | 841679 | $69 |
| | Print Cartridge Yellow MP C5502; 1 - 450 g. Bottle | 22,500 | 841680 | $151 |
| | Print Cartridge Magenta MP C5502; 1 - 450 g. Bottle | 22,500 | 841681 | $151 |
| | Print Cartridge Cyan MP C5502; 1 - 450 g. Bottle | 22,500 | 841682 | $151 |
| | Staple Type K; 1 Cartridge of 5,000 | 5,000 | 410801 | $27 |
| SR3090/SR3110/SR3120 | Staple K Refill; 3 Cartridges of 5,000 | 15,000 | 410802 | $47 |
| SR3110 (Saddle Stitch) | Staple Type L; 1 Cartridge of 2,000 | 2,000 | 411240 | $19 |
| SR3020 (Saddle Stitch) | Staple L Refill; 4 Cartridges of 2,000 | 8,000 | 411241 | $32 |
| | Stamp (Markers) Type 30 | 12,000 | 334049 | $21 |

Yield based on recommended average monthly print volume, 8-1/2" x 11" paper and 5% coverage.

**RICOH USA, Inc.**
P.O. Box 650073
Dallas, TX 75265-0073

RICOH
imagine. change.

March 8, 2013

**Hidalgo County**

**Quote: Urban County Program Ricoh MP5002**

**Account Executive:** Aissa Garcia

**Quote Number** State of Texas DIR Contract DIR-SDD-1674

| Line Item # | Quantity | Unit | Description | Unit Price | Ext. Price |
|---|---|---|---|---|---|
| 1 | 3 | Month | Ricoh Aficio MP 5002SP #415958 | $ 123.16 | $ 369.48 |
| 2 | 3 | Month | ESP XG-PCS-15D #006428MIU | $4.58 | $ 13.74 |
| 3 | 3 | Month | Network Print/Scan Connection (Seg. 4) #PS-NWSC4 | $7.63 | $ 22.89 |
| 4 | 3 | Month | LCIT PB3140 #415795 | $15.56 | $ 46.68 |
| 5 | 3 | Month | Bridge Unit BU3060 #415988 | $2.53 | $ 7.59 |
| 6 | 3 | Month | SR3090 1,000-Sheet Finisher #415804 | $21.90 | $ 65.70 |
| 7 | 3 | Month | Fax Option Type 5002 #416156 | $16.56 | $ 49.68 |
| 8 | 3 | Month | Data Overwrite Security Unit Type I #416372 | $6.16 | $ 18.48 |
| 10 | 3 | Month | 40,000 Black & White Pages Per Month | $256.00 | $ 768.00 |
| | | | Quantity 1 | | |
| | | | | | |
| | | | | | $ 1,362.24 |

Notes:
State of Texas DIR Contract # DIR-SDD-1674
3 Months Remaining In Fiscal Year: 7/1/12 - 6/30/13
Lease Term: 36 Months
Monthly Base includes 40,000 B/W pages per month.
B&W Overages @ $0.0064
Overages Billed Quarterly
Gold Service Entitlements Indcludes: Parts, Labor, Toner & Staples

Ship to:
County, Hidalgo Of
Urban Program
3304 W Alberta
Edinburg, TX 78539
Ph: (956) 787-8127
Contact: Antonio Barco

REMIT TO:
RICOH USA, Inc.
P.O. Box 650073
Dallas, TX 75265-0073
Requested Delivery Date: On or before 3/31/13

*Equipment is to be leased in accordance with the terms and conditions of State of Texas Department of Information Resources Contract No. DIR-SDD-1674 Appendix E Master Lease Agreement. It is acknowledged and agreed that this Purchase Order constitutes a "Schedule" as defined in the Master Lease Agreement."

RICOH AMERICAS CORPORATION
P.O. Box 650073
Dallas, TX 75265-0073

RICOH
imagine. change.

March 8, 2013

**Hidalgo County**

**Quote: Urban County Program Ricoh MPC4502**

**Account Executive:** Aissa Garcia

**Quote Number** State of Texas DIR Contract DIR-SDD-1674

| Line Item # | Quantity | Unit | Description | Unit Price | Ext. Price |
|---|---|---|---|---|---|
| 1 | 3 | Month | Ricoh Aficio MPC 4502 #416072 | $ 117.33 | $ 351.99 |
| 2 | 3 | Month | ESP XG-PCS-15D #006428MIU | $4.58 | $ 13.74 |
| 3 | 3 | Month | Network & Scan Connect - Seg BC4 #PS-NWSCBC4 | $7.63 | $ 22.89 |
| 4 | 3 | Month | Paper Feed Unit PB3130 (2 x 550 Sheets) #415793 | $14.09 | $ 42.27 |
| 5 | 3 | Month | Bridge Unit BU3060 #415988 | $2.53 | $ 7.59 |
| 6 | 3 | Month | SR3090 1,000-Sheet Finisher #415804 | $21.90 | $ 65.70 |
| 7 | 3 | Month | Data Overwrite Security Unit Type H #416373 | $6.01 | $ 18.03 |
| 8 | 3 | Month | Fax Option Type C5502 #415991 | $10.61 | $ 31.83 |
| 10 | 3 | Month | 10,000 Black & White Pages Per Month | $69.00 | $ 207.00 |
| 11 | 3 | Month | 4,100 Color Pages Per Month | $175.48 | $ 526.44 |
| | | | Quantity 1 | | |
| | | | | | |
| | | | | | $ 1,287.48 |

Notes:
State of Texas DIR Contract # DIR-SDD-1674
3 Months Remaining In Fiscal Year: 7/1/12 - 6/30/13
Lease Term: 36 Months
Monthly Base includes 10,000 B/W and 4,100 Color pages per month.
B&W Overages @ $0.0069
Color Overages @ $0.0428
Overages Billed Quarterly
Gold Service Entitlements Indcludes: Parts, Labor, Toner & Staples

Ship to:
County, Hidalgo Of
Urban Program
3304 W Alberta
Edinburg, TX 78539
Ph: (956) 787-8127
Contact: Antonio Barco

REMIT TO:
RICOH AMERICAS CORPORATION
P.O. Box 650073
Dallas, TX 75265-0073
Requested Delivery Date: On or before 3/31/13

*Equipment is to be leased in accordance with the terms and conditions of State of Texas Department of Information Resources Contract No. DIR-SDD-1674 Appendix E Master Lease Agreement. It is acknowledged and agreed that this Purchase Order constitutes a "Schedule" as defined in the Master Lease Agreement."

**AI-37584** **Urban County 13. E.**

**CC REGULAR**

**Meeting Date:** 03/20/2013

**Submitted For:** Mary Flores **Submitted By:** Mary Flores, URBAN COUNTY

**Department:** URBAN COUNTY

## Information

### CAPTION

Appointment of one (1) Board of Director to Hidalgo Willacy Housing Finance Corporation to replace Joel Quintanilla

### BACKGROUND

Traditionally all Hidalgo County members appointed to Hidalgo Willacy Housing Finance Corporation are sitting Commissioners, therefore a new appointment may be made to the Hidalgo Willacy Housing Finance Corporation Board.

| Current Member | New Appointment |
|---|---|
| Joel Quintanilla | |

## Attachments

attachment/members

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 03/08/2013 03:30 PM |
| Purchasing Department | Monica Badillo | 03/15/2013 04:22 PM |

Form Started By: Mary Flores Started On: 03/08/2013 02:48 PM

Final Approval Date: 03/15/2013

# Hidalgo/Willacy Housing Finance Corporation Members

Joel Quintanilla
Director
Hidalgo County
Commissioner Pct. 1
1902 Joe Stephens
Weslaco, TX 78596
Phone: (956) 968-8733
Fax: (956) 969-1417

Joe Alexandre
Vice-President & Director
City of Raymondville
City Mayor
142 South Seventh
Raymondville, TX 78580
Phone: (956) 689-2443
Fax: (956) 689-0981

Hector "Tito" Palacios
Secretary & Treasurer
Hidalgo County
Commissioner Pct. 2
300 West Hall Acres,Ste. G
Pharr, TX 78577
Phone: (956) 787-1891
Fax: (956) 787-4683

Joseph Palacios
Director
Hidalgo County
Commissioner Pct. # 4
1051 N. Doolittle Rd.
Edinburg, TX 78542
Phone: (956) 383-3112
Fax: (956) 381-5905

Noe T. Loya
Director
Willacy County
Commissioner Pct. 2
546 W. Hidalgo Avenue
Raymondville, TX 78580
Phone: (956) 689-4214
Fax: (956) 689-4214

Diana R. Serna
Urban County Program
Director
3304 W Alberta Rd
Edinburg, Texas 78539
Phone: (956) 787-8127
Fax: (956) 318-2988

Mary Flores- Asst.
(956) 292-7000 ext: 2233
ucp@ucp.co.hidalgo.tx.us

Cris Vela
First Southwest Co.
400 N. McColl Suite C
McAllen, TX 78501
Phone: (956) 686-0991
Fax: (956) 618-4791
Mobile: (956) 624-1700

San Antonio
(210) 308-2200
Veronica – Secretary

Jesus Ramirez
Ramirez & Guerrero, LLP
Ebony Park Estate
Business Center, Suite B
700 North Veteran's Blvd.
San Juan, TX 78589
Phone: (956) 502-5424
Fax: (956) 502-5007

David-Asst.
dcepeda@rg-legal.com

John Trofa
Chapman & Cutler
111 West Monroe Street
Chicago, IL 60603
Phone: (312) 845-3000
Fax: (312) 516-3976

Bibiann M. Concaildi
Phone: (312) 845-2976

Don Gonzalez
Estrada, Hinojosa
100 W. Houston Street
Suite 1400
Frost Bank Tower
San Antonio, TX 78205
Phone: (210) 223-4888
Fax: (210) 223-4849
Mobile: (210) 393-3310

dgonzalez@estradahinojosa.com

Paul Schwab
Valley Mortgage Co. Inc.
1319 N. 10th St.
McAllen, TX 78501
Phone: (956) 682-1227
Fax: (956) 682-5644

Tim Nelson
William R Hough & Co.
6016 West Sack Drive
Glendale, AZ 85308-7619
Phone: (623) 878-4633
Fax: (623) 878-4643

Joe M. Flores (Hidalgo County ) resigned on September 3, 2008
J. D. Salinas (Hidalgo County ) was appointed by the Court on September 8, 2008
Sylvia Handy, President (Hidalgo County) resigned on March 12, 2010
Joe M. Flores (Hidalgo County) was appointed by the Court on March 16, 2010
Joel Quintanilla, President (Hidalgo County) was appointed by the Court on March 01, 2011
Hector "Tito" Palacios, Secretary (Hidalgo County) was reappointed by the Court on March 01, 2011
Ramon Garcia, Director (Hidalgo County) was appointed by the Court on March 01, 2011
Joseph Palacios, (Hidalgo County) was appointed by the Court on May 31, 2011 to replace County Judge Ramon Garcia

**AI-37588** **Urban County 13. F.**

**CC REGULAR**

**Meeting Date:** 03/20/2013

**Submitted For:** Candace Armenta **Submitted By:** Mary Flores, URBAN COUNTY

**Department:** URBAN COUNTY

## Information

### CAPTION

1. Rescind action taken on 1/22/2013 that approved the Interlocal Cooperation Agreement and Project between Hidalgo County and Hidalgo County Irrigation District No.6 for the provision of 21 irrigation crossings for Precinct No.3 street improvements, utilizing CDBG YR 24 (2011) funds in the amount of $46,305.00;

2. Acceptance and approval of a revised Interlocal Cooperation Agreement between Hidalgo County and Hidalgo County Irrigation District No. 6 for the provision of 21 irrigation crossings for Precinct No.3 street improvements, utilizing CDBG YR 24 (2011) funds in the amount of $46,305.00;

3. Acceptance and approval of a revised Interlocal Cooperation Agreement Project: provision of the installation of 21 irrigation crossings on Mile 2 for the Precinct No.3 street improvements in Precinct No. 3, utilizing CDBG YR 24 (2011) funds in the amount of $46,305.00.

### BACKGROUND

This Interlocal Agreement had been previously approved in Commissioner's Court on 1/22/2013 and has been revised, as per Hidalgo County Irrigation District No.6's request, to reflect the timeframe in which HCID 6 will receive payment (see Item #2 of Interlocal). No monetary changes have been made to the cost of services. This interlocal will ensure the Urban County Program pays Hidalgo County Irrigation District No. 6 for the purchase and installation of 21 crossings on Mile 2 (from 492 to La Homa) in Precinct No.3 utilizing CDBG YR 24 (2011) funds. Please see the attached letter from project engineer and estimation of services.

Estimation of Services: $46,305.00

Available funding: $114,978.69 YR 24 (2011) Precinct No.3 Street Improvement funds

## Attachments

attachment Pct 3 interlocal Agreement

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 03/08/2013 03:55 PM |
| Purchasing Department | Monica Badillo | 03/15/2013 04:22 PM |

Form Started By: Mary Flores Started On: 03/08/2013 03:24 PM

Final Approval Date: 03/15/2013

Received
MAR 5 2013
Urban County Program
By:

**STATE OF TEXAS §**
**COUNTY OF HIDALGO §**

**INTERLOCAL COOPERATION AGREEMENT**
**BETWEEN THE COUNTY OF HIDALGO**
**AND HIDALGO COUNTY IRRIGATION DISTRICT NO. 6**

This Agreement is made on this the 19th day of March, 2013, by and between the **HIDALGO COUNTY IRRIGATION DISTRICT NO. 6,** hereinafter referred to as "District" and **COUNTY OF HIDALGO,** hereinafter referred to as "County" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

**WITNESSETH:**

**WHEREAS**, District is a irrigation district governed by Chapter 49 of the Texas Water Code located in Hidalgo County, Mission, Texas;

**WHEREAS**, County is a county in the State of Texas;

**WHEREAS**, County desires to seek assistance from the District for the installation of irrigation crossings on Mile 2 from La Homa Road to Abram Road (the "Road") with Community Development Block Grant ("CDBG") Precinct No.3 Year 24 (2011) Street Improvement funds;

**WHEREAS,** County and District are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't Code 791.001 et seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act;

**NOW, THEREFORE,** County and District, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. District agrees to replace all irrigation lines located in County's right of way damaged or destroyed by County in County's new construction in widening and paving the Road.

2. County agrees to reimburse District at District's cost for the cost of supplies, material and labor for replacement of the irrigation lines located within the Road right of way damaged or destroyed by County which shall not exceed the sum of $46,305.00. County shall pay District in advance the sum of $46,305.00 within ten (10) days of the date county executes this Agreement. District agrees promptly after receiving such payment to coordinate with County to proceed to replace the irrigation lines damaged or destroyed in widening and paving the Road. District shall provide County all invoices for all supplies, materials and labor for which the District expanded in replacing irrigation lines in the Road.

3. District and County shall coordinate work schedules in order to provide for minimal disruption of traffic and operation of the Streets.

4. 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.

5. **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 a conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event necessary to bring them within the legal requirements and during the times such conflict exists.

6. **No Waiver.** No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding, breach of the same or any other provision thereof.

7. **Entire Agreement.** This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or 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 District and County, and not otherwise.

8. **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.

9. **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 addressed to the parties at the addressed set forth below, or (ii) at such other address as may have been theretofore specified by written notice delivered in accordance herewith:

| | |
|---|---|
| If to HCID NO.6: | Hidalgo County Irrigation District No.6<br>Attention: Joe Aguilar, General Manager<br>P.O. Box 786<br>Mission, Texas 78572 |
| If to County: | Hidalgo County, Texas<br>Attention: Ramon Garcia, County Judge<br>302 West University Dr.<br>Edinburg, Texas 78539 |
| With copy to: | Joe M. Flores, Commissioner, Precinct No. 3<br>724 North Breyfogle<br>Mission, Texas 78574 |

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

10. **Additional Documents.** The Parties hereto covenant and agree that they will execute such other and future instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

11. **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.

12. **Assignment.** This Agreement shall not be assignable.

13. **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.

14. **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.

15. **Authority to Execute.** The execution and performance of this Agreement by each of the parties hereto have been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms

16. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for government services or functions, and will pay for such services out of revenues as identified in this Agreement.

17. **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 parties hereto, and not otherwise.

18. **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, that 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 provision of Tex. Loc. Govt. Code Ann. §271.903.

**WITNESS THE HANDS OF THE PARTIES** effective as of the day and year first written above.

**Hidalgo County Irrigation District No. 6**

Joe Aguilar, General Manager

**Hidalgo County**

Ramon Garcia, Hidalgo County Judge

ATTEST:

Arturo Guajardo Jr., Hidalgo County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: Stephen L. Crain

**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 whereby Hidalgo County through Precinct 3 shall widen Mile 2, from Abram and to La Homa Road through an Interlocal Cooperation Agreement to be entered into with Hidalgo County and the Hidalgo County Irrigation District No. 6.

By vote on_____ 2013, the Hidalgo County Commissioners Court has approved the Project identified above.

By: _____
Ramon Garcia, County Judge

**ATTEST:**

_____
Arturo Guajardo, County Clerk

**APPROVED AS TO FORM:**

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

**HIDALGO COUNTY IRRIGATION DISTRICT NO. 6**
**P.O. BOX 786**
**MISSION, TX. 78572**
**BUS: (956) 585-6389 FAX: (956) 585-9920**

## ESTIMATION OF SERVICES

| | |
|---|---|
| NAME: Hidalgo County Pct#3 | DATE OF ORDER: January 15, 2013 |
| ADDRESS: Mission, Texas | DATE PROMISED: |
| PHONE: 956-585-4509 | ORDER TAKEN BY: Joe Aguilar |
| JOB NAME / LOCATION: 2 Mile Line Line | REVISED 1/15/13 By: ☑ |
| Project from 492/La Homa | CONTRACT: ☐ |
| DESCRIPTION OF WORK: | EXTRA: ☐ |
| Installing 21 new crossings | PRIVATE JOB# |
| | Inv# |

****ESTIMATE VALID FOR 60 DAYS****

| ITEM # | QUANTITY & DESCRIPTION | UNIT PRICE | EXTENDED PRICE |
|---|---|---|---|
| 3 | 12" Elbow | $140.00 | $420.00 |
| 1 | 12" Fresno Valve | $221.00 | $221.00 |
| 1 | 12" Tee | $130.00 | $130.00 |
| 2 | 12" X 20' 80 PSI Pipe | $8.75 | $350.00 |
| 2 | Bags Cement | $19.00 | $38.00 |
| 1 | 12" Draw Bend | $6.00 | $6.00 |
| | | | |
| 1 | Cutting Old Pipe | $200.00 | $200.00 |
| 1 | Labor to Install | $320.00 | $320.00 |
| 8 | Backhoe | $65.00 | $520.00 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | TOTAL MATERIALS | $1,165.00 |
| | | TOTAL EQUIPMENT | $620.00 |
| | | TOTAL LABOR | $520.00 |
| | | TOTAL | $2,205.00 |
| | | X 21 Crossings | $46,305.00 |

WORK COMPLETED BY:

Approved By: [signature] General Mgr.

****Estimate Subject to Change****

DATE COMPLETED

SIGNATURE (I HEREBY ACKNOWLEDGE THE SATISFACTORY COMPLETION OF THE ABOVE DESCRIBED WORK)

Received
JAN 15 2013
Urban County Program
By: DF

# JAVIER HINOJOSA ENGINEERING/Consulting Engineers

416 E. Dove Avenue • McAllen, Texas 78504
Tel: (956) 668-1588 • Fax: (956) 994-8102
javhin@rgv.rr.com
TBPE FIRM NO. F-1295


January 18, 2013

Mr. Joe Aguilar, Manager
Hidalgo County Irrigation District No. 6
P.O. Box 786
Mission, Texas 78572

**Re: Hidalgo County Precinct No. 3 Paving Improvements**
**Mile 2 North Road (La Homa Road to FM 492)**

Dear Mr. Aguilar,

As you are aware, Hidalgo County Precinct No. 3 is proposing to pave Mile 2 North Road from La Homa Road to FM 492. This roadway is located adjacent and south of a HCID No. 6 Canal. This roadway is currently a caliche type roadway and has created numerous problems to the residents of the area complaining of dust control and overall safety of the roadway. Hidalgo County Precinct No. 3 is requesting approval of this construction from the HCID No. 6 Board of Directors for this construction as part of the roadway will be located within District 6 right of way. A total of 118,247 (2.71 Acres) square feet of property will be utilized for this construction for the entire length of the project. In addition a total of 21 irrigation crossings will be replaced at a cost of $46,305.00 as part of the project and will be constructed with a minimum of 4 feet of cover. All costs associated with construction of this roadway including any utility adjustments or relocations shall be the responsibility of Hidalgo County Precinct No. 3.

We look forward to a continued excellent working relationship between Precinct No. 3 and your Irrigation District. Your assistance in this matter is greatly appreciated. If you have any questions or require further information, please feel free to contact me at your convenience.

Sincerely,

**JAVIER HINOJOSA ENGINEERING**

Javier Hinojosa, P.E.

cc: Commissioner Joe M. Flores, Hidalgo County Precinct No. 3
Candace J. Armenta, Urban County Program, Program Coordinator I

C:\JHE OFFICE DOCUMENTS-CLAUDIA\OFFICE DOCUMENTS\JHE2013\LETTERS\Aguilar-Joe-01-18-13.doc

**AI-37644** **Elections Administration 14. A.**

**CC REGULAR**

**Meeting Date:** 03/20/2013

**Submitted By:** Amanda Valdez, ELECTIONS DEPT.

**Department:** ELECTIONS DEPT.

## Information

**CAPTION**

Approval of the appointment of members to Hidalgo County Vote Centers Committee based on recommendations from Judge & Commissioners.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:**

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

**BUDGETARY IMPACT:**

No Fiscal Impact

## Attachments

Current Members

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 03/14/2013 03:34 PM |
| Roland Garcia | Rolando Garcia | 03/15/2013 09:02 AM |
| Purchasing Department | Monica Badillo | 03/15/2013 04:22 PM |

Form Started By: Amanda Valdez Started On: 03/13/2013 10:11 AM

Final Approval Date: 03/15/2013

# *HIDALGO COUNTY ELECTIONS DEPARTMENT*
# *PROPOSED VOTE CENTER COMMITTEE MEMBERS*

**Judge Ramon Garcia**
Eden Ramirez Jr.
Jennifer Ruiz-Longoria
Angie Ramirez
Sara Vela
Rosalie Weisfeld

**Commissioner Pct. 1, A.C. Cuellar**
David Rodriguez

**Commssioner Pct. 2, Hector "Tito" Palacios**
Representative for Commissioner Pct. 2

**Commissioner Pct. 3, Joe Flores**
Lita Leo

**Commissioner Pct. 4, Joseph Palacios**
Jesus Ozuna

**County Clerk's Representative:**
Annette Muniz

**Tax Office's Representative:**

**District Attorney's Representative:**
Victor Garza

**Public Affairs Division Representative:**
Karina Cardoza

**AACT Representative:**
Eliza Alvarado

**Disability Groups Representative:**
Kristen Jones, Disability Rights of Texas

**Minority Groups:**
Ramona Casas, ARISE
Martha Sanchez, LUPE
Amy Zuniga, LUPE
Ann Coss, Programa Azetca

**Auditor's Office:**
Ray Eufracio
Alternate: Linda Fong

**Hidalgo County Democratic Party Chair**
Kelly Rivers-Salazar

**Hidalgo County Republican Party Chair**
Javier Villalobos

**OWLS Representative:**
Representative from the Owls

**South Texas College:**
Andrew Fish

**University of Texas Pan American**
Representative from UTPA

**AI-37609** **WIC 15. A.**

**CC REGULAR**

**Meeting Date:** 03/20/2013

**Submitted For:** Norma Longoria **Submitted By:** Margarita Gonzalez, WIC

**Department:** WIC

## Information

**CAPTION**

WIC (1292):
1. Approval of Amended WIC Contract# 2013-042599-001A between Hidalgo County Health and Human Services WIC Program and The Department of State Health Services (DSHS) to extend the contract period thru September 30, 2013.

2. Authorization for the County Judge to sign amended WIC contract(s) 2013-042599-001A.

**BACKGROUND**

Budget represents initial funding from Texas Department of State Health Services.

No County Match- State Funds.

3.1292.441.00.350.001.3.xxx-WIC
3.1292.441.00.350.002.3.xxx- BF
3.1292.441.00.350.012.3.xxx-RD.
3.1292.441.00.350.013.3.xxx-Lactation
3.1292.441.00.350.015.3.xxx- WIC Mini Obesity

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1292-441-00-350-XXX-3-XXX

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

**BUDGETARY IMPACT:**

Acceptance of award and continuation provision of WIC grant contract was approved on 3/5/13 AI#37141 pending receipt of amended grant contract. Commissioners Court will be approving amended grant contract through this agenda item in order for county judge to sign amended contract.

## Attachments

Letter of amendment

Amendment 2013

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 03/14/2013 07:23 AM |
| Erika Zamora | Erika Zamora | 03/15/2013 01:46 PM |
| Purchasing Department | Monica Badillo | 03/15/2013 04:22 PM |

Form Started By: Margarita Gonzalez Started On: 03/11/2013 08:19 AM

Final Approval Date: 03/15/2013

# TEXAS DEPARTMENT OF STATE HEALTH SERVICES

DAVID L. LAKEY, M.D.
COMMISSIONER

1100 West 49th Street • Austin, Texas 78756
P.O. Box 149347 • Austin, Texas 78714-9347
1-888-963-7111 • www.dshs.state.tx.us
TDD: 1-800-735-2989

January 28, 2013

**Letter of Amendment**

Norma L. Longoria, WIC Director
LA #012, Hidalgo County Health
and Human Services
3105 West University Drive
Edinburg, TX 78539

Dear Ms. Longoria:

An amendment to your FY 2013 WIC contract, extending the effective dates from October 1, 2012 through September 30, 2013, is being prepared currently. This letter serves as notification that additional funding will be added to your contract to support this extension. A formal contract amendment will follow confirming this. **The funds will not be available until this amendment has been signed and returned to this office.**

In order to help your agency with budgeting, we have provided the following table outlining the increased funding amounts and the total "not to exceed" amounts for the period October 1, 2012 through September 30, 2013:

| Project | Project Contact | Current Award Amount | Amended Amount | Revised Project Total |
|---|---|---|---|---|
| WIC Funding | Benny Jasso<br>benny.jasso@dshs.state.tx.us<br>(512) 341-4573 | $5,514,655.00 | $5,502,694.00 | $11,017,349.00 |
| Peer Counselor | Kristina Arrieta<br>kristina.arrieta@dshs.state.tx,us<br>(512) 341-4593 | $427,708.00 | $427,708.00 | $855,416.00 |
| Registered Dietitian | Angela Gil<br>angela.gil@dshs.state.tx.us<br>(512) 341-4590 | $23,000.00 | $22,500.00 | $45,500.00 |
| Obesity | Angela Gil<br>angela.gil@dshs.state.tx.us<br>(512) 341-4590 | $10,000.00 | $10,000.00 | $20,000.00 |
| Lactation Services | Helen Sullivan<br>hellen.sullivan@dshs.state.tx.us<br>(512) 341-4591 | $25,000.00 | $20,000.00 | $45,000.00 |
| **Revised Total Contract "Not to Exceed" Amount** | | | | **$11,983,265.00** |

Please note that additional letters of amendment may be sent at any time during the contracting period. Your agency may have been notified already by a separate Letter of Amendment for adjustments to the Dietetic Internship Program.

Funds are awarded with the understanding that any procurements using these funds will be in compliance with the Uniform Grant Management Standards (UGMS), WIC policies and 7 CFR Part 3016. **This letter is approval for funding only. It does not relieve the agency from seeking additional approvals as required by WIC Policy**.

In order for the State Agency to track these expenditures, please bill for each of these projects on separate *State of Texas Purchase Vouchers (B-13).* In order to capture all special project expenditures, continue to bill on a separate voucher once you exceed the allocation amount listed above. Any amount over your allocation will be charged appropriately to your regular funding.

For questions regarding funding decisions, please contact Benny Jasso, WIC Program, at (512) 341-4573, or benny.jasso@dshs.state.tx.us. For questions regarding purchase requests, please contact Alisin Genfan, Contract Development and Support Branch, at (512) 776-3156 or alisin.genfan@dshs.state.tx.us.

Sincerely,

Mike Montgomery, Director
Nutrition Services Section

AG:klr

**DEPARTMENT OF STATE HEALTH SERVICES**

Amendment

---

The Department of State Health Services (DSHS) and HIDALGO COUNTY HEALTH AND HUMAN SERVICES WIC PROGRAM (Contractor) agree to amend Program Attachment # 001 (Program Attachment) to Contract # 2013-042599 (Contract) in accordance with this Amendment No. 001A: NSS/WIC LOCAL AGENCY, effective 02/26/2013.

The purpose of this amendment increase is to extend contract period from 3/31/13 to 9/30/2013 and increase funding.

**Therefore, DSHS and Contractor agree as follows:**

It is mutually agreed by and between the contracting parties to amend the terms and conditions of Document No. 2013-042599 as written below.

**Change Program Attachment Number as follows:**

PROGRAM ATTACHMENT NO. ~~**001**~~ **001A**

**Contract Term Date is revised to read as follows:**

TERM: 10/01/2012 THRU: ~~03/31/2013~~ **09/30/2013**

**SECTION VII. BUDGET, is revised as follows:**

SOURCE OF FUNDS: CFDA # 10.557.000; 10.557.013

All categories of costs billed to DSHS WIC Program, and allocation of such costs, shall be in accordance with the "Plan to Allocate Direct Costs" (PADC) submitted by Contractor and approved by the DSHS WIC Program. This document is incorporated herein by reference and made a part of this Program Attachment.

Total reimbursements will not exceed ~~**$6,000,363.00**~~ **$11,983,265.00**

All other terms and conditions not hereby amended are to remain in full force and effect. In the event of a conflict between the terms of this contract and the terms of this Amendment, this Amendment shall control.

**Department of State Health Services**

Signature of Authorized Official

Date: _____

David L. Lakey, M.D.

Commissioner

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

512.458.7375

david.lakey@dshs.state.tx.us

**Contractor**

Signature of Authorized Official

Date: _____

Name: Ramon Garcia

Title: Hidalgo County Judge

Address: 302 W. University Drive
Edinburg, Texas 78539

Phone: (956)318-2600

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

**AI-37620** **Right of Way 16. A.**

**CC REGULAR**

**Meeting Date:** 03/20/2013

**Submitted By:** Rebecca Gomez, RIGHT OF WAY DEPT.

**Department:** RIGHT OF WAY DEPT.

## Information

### CAPTION

Consideration and approval to grant AEP Texas Central Company to utilize existing easement to install additional facilities to serve new Headstart building located at 1208 Paula St, Palmview, Texas and authorization for County Judge to execute AEP Texas Central Company letter dated February 19, 2013 evidencing approval of same.

### BACKGROUND

## Attachments

Pct3 AEP

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 03/12/2013 02:44 PM |
| Olga Garza | Olga Garza | 03/15/2013 02:40 PM |
| Purchasing Department | Monica Badillo | 03/15/2013 04:22 PM |

Form Started By: Rebecca Gomez Started On: 03/11/2013 01:41 PM

Final Approval Date: 03/15/2013

February 19, 2013

Ramon Garcia, Hidalgo County Judge
2802 S Business Highway 281
Edinburg, Tx 78539

Re: Install OH/UG facilites to serve new Headstart Building- WR 48017956

Distease # TX012324

Dear Ramon Garcia,

You or your retail electric provider has requested **AEP TEXAS CENTRAL COMPANY** (AEP), a Texas corporation, to provide electric distribution service to the premises at 1208 Paula St, City of Palmview, Hidalgo County, Texas.

AEP is glad to provide electric delivery service for you at that location; however, in order to do this, AEP will need to install additional electrical facilities (OH/UG primary/secondary line and appurtenances) on your property. AEP has an existing blanket easement over, across and upon your property, which was recorded on this date, August 22, 2001, under Document # 1000767 of the Official Public Records of Hidalgo, County, Texas. With your permission, AEP would like to utilize this existing easement to install the additional facilities necessary to provide you with delivery service.

If you agree to this arrangement (allowing AEP to utilize the existing easement to install additional facilities needed to serve your premises) please so signify by signing the enclosed copy of this letter. AEP will proceed with the installation of these facilities upon receipt of the signed letter.

Please return this signed letter to me at this address: Carmen R Morales, P.E.
% AEP Texas Central Company
5700 N Cage
Pharr, Tx 78577

Sincerely,

Carmen R Morales - AEP Texas Central Company

---

***ACCEPTED AND AGREED TO:***

This _____ day of _____, _____

By: Ramon Garcia, Hidalgo County Judge
(Printed Name)

_____
(Signature)

# WR 48017956
# OWR 47282700
# MISSION
# MH:26.50

STAKED
NOT CLEARED

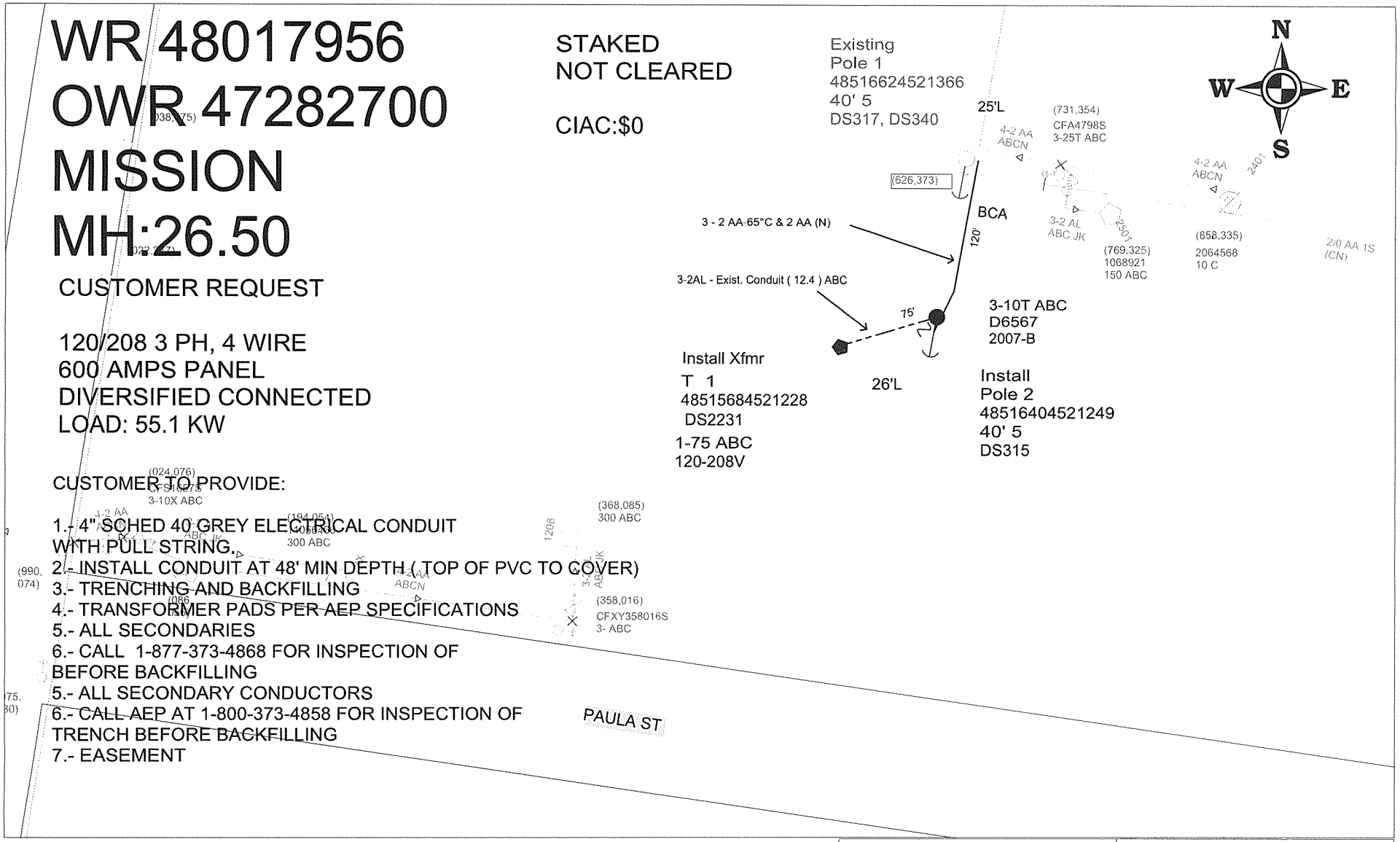
CIAC:$0

CUSTOMER REQUEST

120/208 3 PH, 4 WIRE
600 AMPS PANEL
DIVERSIFIED CONNECTED
LOAD: 55.1 KW

CUSTOMER TO PROVIDE:

1.- 4" SCHED 40 GREY ELECTRICAL CONDUIT WITH PULL STRING.
2.- INSTALL CONDUIT AT 48' MIN DEPTH ( TOP OF PVC TO COVER)
3.- TRENCHING AND BACKFILLING
4.- TRANSFORMER PADS PER AEP SPECIFICATIONS
5.- ALL SECONDARIES
6.- CALL 1-877-373-4868 FOR INSPECTION OF BEFORE BACKFILLING
5.- ALL SECONDARY CONDUCTORS
6.- CALL AEP AT 1-800-373-4858 FOR INSPECTION OF TRENCH BEFORE BACKFILLING
7.- EASEMENT




## An LD-Pro® Worksketch

| | | | | | |
|---|---|---|---|---|---|
| | | | Date Requested: | | Bucket Truck?: Y |
| | | | Date Required: 3/31/2013 | | Truck to Site?: Y |
| Job Name: CUSTOMER SERVICE-CI-NEW SERVICE | | | | | 4 WD?: N |
| Location: 1208 PAULA ST | | | | | County: |
| Division: CP | District: Mission | Crew HQ: Mission Serv/Const | | Station No.: | Circuit No.: |
| W/R#: 48017956 | WO#: DCP0217765 | Sta/Circuit Name: PALMVIEW 9680 | | | |
| JU Proposal(s): | | Voltage: | | | Map: BLACK AND WHITE |
| R/W#: | | Phases: | | | Quad: |
| EDN100039 | | Date: 1/25/2013 | Print #: | | Scale: 1" = 100' |
| | | Drawn By: CARMEN R MORALES | | | Page: 1 of 1 |

Town **Mission 109**
Submitted by bg

D[illegible]iption **Elec facilities to serve Palmview He[illegible]Start**
W.O No. **24004780**
Map # **2045-0206**
Acct # **360.1**

CP 460-UG
REV. 11-97

1000767

# EASEMENT AND RIGHT OF WAY

THE STATE OF TEXAS

KNOW ALL MEN BY THESE

PRESENTS:
County of Hidalgo

That **County of Hidalgo** "Grantor", whether one or more, for and

in consideration of **Good and valuable considerations.** **$XXXXXXXX)** Dollars, to Grantor in hand paid by Central Power and Light Company, P.O. Box 2121, Corpus Christi, Texas 78403, a Texas Corporation, "Grantee", the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, SOLD, and CONVEYED, and by these presents does GRANT, SELL, and CONVEY unto Grantee, its successors and assigns, an easement and right of way for electric transmission lines, consisting of poles or towers made of wood, metal, or materials, crossarms, static wires, guys, wires circuits, underground cables and conduits, communication circuits, insulators, and all necessary or desirable appurtenances (including but not limited to, transformers, meters, vaults, and service pedestals) over, under, across, and upon the following described land located in Hidalgo County, Texas, to wit;

**Being Lot 20, Block 3, Mission Groves Estates Subdivision, as per plat filed in Volume 5, Page 21, Hidalgo County, Texas.**

**CPL requires a ten foot (10') easement for its Underground/Overhead Primary electrical cables and associated facilities and/or a five foot (5') easement for its Secondary Underground/Overhead electrical cables and associated facilities.**

**All additional electrical line extensions across said land will be ONLY done upon request or approval of GRANTOR.**

Together with the right of ingress and egress, over under, across and upon said land and Grantor's adjacent land for the purpose of constructing, operating, reconstructing on poles or metal towers, burying and replacing underground cables and conduits (including necessary ditching and backfilling), enlarging, inspecting, patrolling, repairing, maintaining, and removing said lines, circuits, underground cables and conduits, poles, metal towers, wires and appurtenances; the right to relocate along the same general direction of said lines, cables, and conduits; and the right to remove from said land all trees and parts thereof, or other obstructions, which endanger or may interfere with the safety and efficiency of said lines, cables or conduits, or appurtenances.

Grantor reserves the right to use the land subjected to said easement and right of way that will not interfere with Grantee's exercise of the rights hereby granted.

TO HAVE AND TO HOLD the above described easement and rights unto the Grantee, its successors and assigns, until all of said lines shall be abandoned and removed. Grantor binds himself, his heirs, assigns, and legal representatives to warrant and forever defend all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 16th day of **July**, 2001.

By: Jose E Pulido

**County of Hidalgo, by Judge Jose Eloy Pulido**
Printed Name/Title

## ACKNOWLEDGMENT FOR ATTORNEY IN FACT, PUBLIC OFFICER, TRUSTEE, EXECUTOR, ADMINISTRATOR, GUARDIAN, OR OTHER REPRESENTATIVE

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on this 16th day of July, 2001,
By: Jose Eloy Pulido, as: Judge
(Title of Representative)

of County of Hidalgo
(Name Of Entity or Person Represented)

Monica Badillo
NOTARY PUBLIC, State of Texas

Monica Badillo
Notary's Typed or Printed Name

Notary's Commission Expires: 4-21-2003

MONICA BADILLO
Notary Public
STATE OF TEXAS
My Comm. Exp. 04-21-2003

Filed for Record in:
Hidalgo County
by J. D. Salinas, III
County Clerk

On: Aug 22,2001 at 07:42A

As a Recording

Document Number: 1000767
Total Fees : 11.00

Receipt Number - 366823
By,
Bea Cruz, Deputy

**AI-37551** **Planning Department 17. A.**

**CC REGULAR**

**Meeting Date:** 03/20/2013

**Submitted For:** Raul E. Sesin, P.E. **Submitted By:** Nora Cavazos, PLANNING DEPT.

**Department:** PLANNING DEPT.

## Information

### CAPTION

Requesting approval for the County Treasurer to issue a check in the amount of $96.00 for the recording fee of the Hidalgo County Precinct No. 1 Constable Office Subdivision

### BACKGROUND

## Attachments

Pct 1 Constable Plat

## Form Review

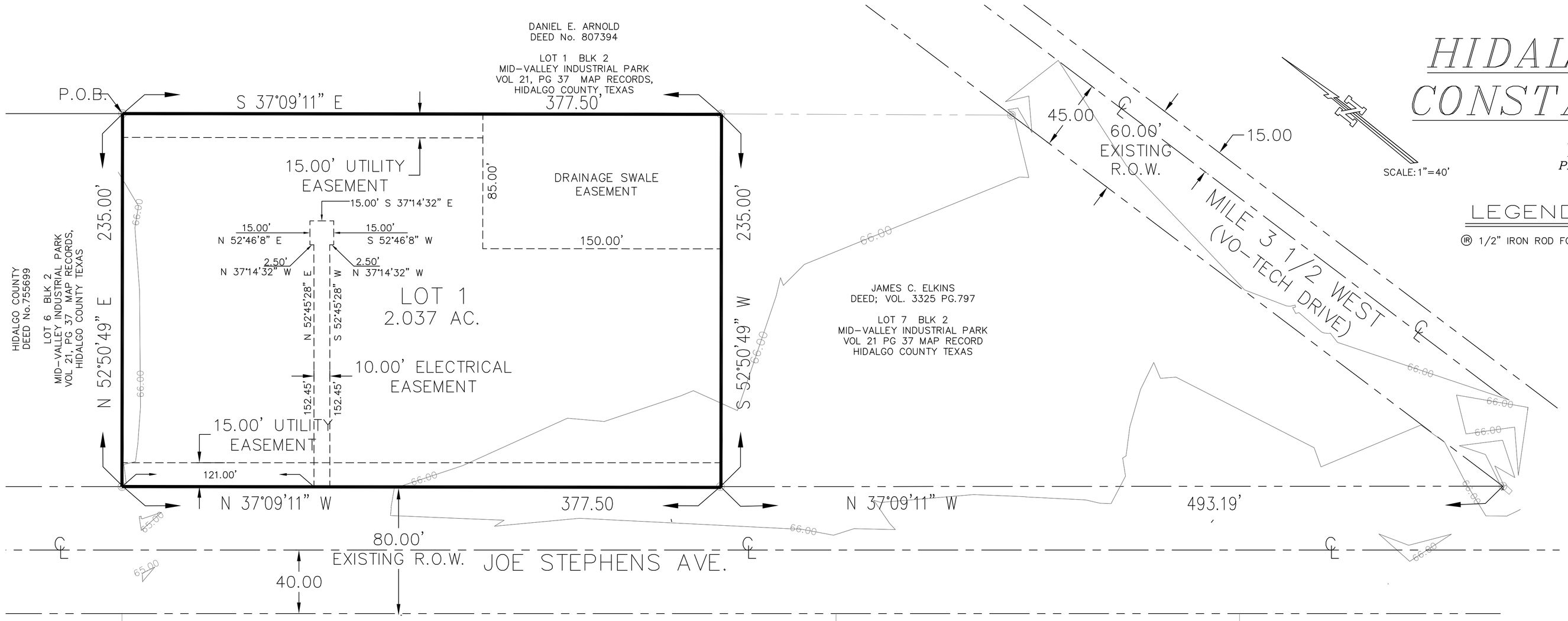
| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 03/08/2013 11:01 AM |
| Olga Garza | Olga Garza | 03/15/2013 01:41 PM |
| Purchasing Department | Monica Badillo | 03/15/2013 04:22 PM |

Form Started By: Nora Cavazos Started On: 03/08/2013 09:54 AM

Final Approval Date: 03/15/2013

# FINAL PLAT OF
# HIDALGO COUNTY PRECINCT No.1
# CONSTABLE OFFICE SUBDIVISION

*A 2.037 ACRE TRACT OF LAND OUT OF LOT 7 BLK 2 MID-VALLEY INDUSTRIAL PARK, HIDALGO COUNTY TEXAS, ACCORDING TO THE MAP OR PLAT RECORDED IN VOLUME 21 PAGE 37, MAP RECORDS, HIDALGO COUNTY, TEXAS AND ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 2177 PAGE 95, DEED RECORDS, HIDALGO COUNTY TEXAS.*




SCALE: 1"=40'

## LEGEND

⊛ 1/2" IRON ROD FOUND

## METES AND BOUNDS

A 2.037 ACRE TRACT OF LAND OUT OF LOT 7, BLOCK 2 MID-VALLEY INDUSTRIAL PARK, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 21, PAGE 37, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 2177, PAGE 95, DEED RECORDS, HIDALGO COUNTY, TEXAS, PREFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A ½" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 FOUND ON THE WEST LINE OF LOT 1 BLOCK 2, FOR THE SOUTHEAST CORNER OF LOT 6, BLOCK 2, THE NORTHEAST CORNER OF LOT 7, BLOCK 2, AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 37°09'11" E, ALONG THE EAST LINE OF LOT 7, BLOCK 2, A DISTANCE OF 377.50 FEET TO A ½" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 FOUND FOR THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; S 52°50'49" W, A DISTANCE OF 235.00 FEET TO A ½" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 FOUND ON THE WEST LINE OF LOT 7, BLOCK 2, AND THE EAST RIGHT OF WAY LINE OF JOE STEPHENS AVENUE, FOR THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 37°09'11" W, ALONG THE WEST LINE OF LOT 7, BLOCK 2, AND THE EAST RIGHT OF WAY LINE OF JOE STEPHENS AVENUE, A DISTANCE OF 377.50 FEET TO A ½" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 FOUND FOR THE SOUTHWEST CORNER OF LOT 6, BLOCK 2, THE NORTHWEST CORNER OF LOT 7, BLOCK 2, AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; N 52°50'49" E, ALONG THE NORTH LINE OF LOT 7, BLOCK 2, A DISTANCE OF 235.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.037 ACRES OF LAND MORE OR LESS.

BEARING IN THIS METES AND BOUNDS DESCRIPTION ARE IN ACCORDANCE WITH MID-VALLEY INDUSTRIAL PARK RECORDED IN VOLUME 21, PAGE 37, MAP RECORDS, HIDALGO COUNTY, TEXAS

LOT 10 BLK 3
MID-VALLEY INDUSTRIAL PARK
VOL 21, PG 37 MAP RECORDS,
HIDALGO COUNTY TEXAS

LOT 1
1905 LOGISTICS
WAREHOUSE SUBDIVISION
VOL.35 PG.82A

LOT 2
1905 LOGISTICS
WAREHOUSE SUBDIVISION
VOL.35 PG.82A

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS HIDALGO COUNTY PRECINCT No.1 CONSTABLE OFFICE SUBDIVISION TO THE CITY OF WESLACO, TEXAS AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS, WATER LINES, SEWER LINES, STORM SEWERS, FIRE HYDRANTS, AND PUBLIC PLACES WHICH ARE INSTALLED OR WHICH I WILL CAUSE TO BE INSTALLED THEREON SHOWN OR NOT SHOWN AND REQUIRED OTHERWISE TO BE INSTALLED OR DEDICATED UNDER THE SUBDIVISION APPROVAL PROCESS OF THE CITY OF WESLACO, ALL THE SAME FOR THE PURPOSES THEREIN EXPRESSED, EITHER ON THE PLAT HEREON OR ON THE OFFICIAL MINUTES OF THE APPLICABLE AUTHORITIES OF THE CITY OF WESLACO.

_____
COUNTY OF HIDALGO
RAMON GARCIA, HIDALGO COUNTY JUDGE
PO BOX 1356
EDINBURG, TEXAS 78540-1356

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED_____ KNOWN TO ME TO BE THE PERSON (S) WHOSE NAME (S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT. AND ACKNOWLEDGED TO ME THAT HE (THEY) EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE_____DAY OF_____20____.

_____
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS
MY COMMISSION EXPIRES_____

I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF WESLACO HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

_____ _____
CHAIRMAN, PLANNING COMMISSION DATE

I, THE UNDERSIGNED, MAYOR OF THE CITY OF WESLACO, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

_____ _____ _____
MAYOR, CITY OF WESLACO DATE

ATTEST: _____
SECRETARY, CITY OF WESLACO

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, RAUL E. SESIN, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AND IS A TRUE AND ACCURATE REPRESENTATION ON THE SUBDIVISION OF THE LANDS HEREON DESCRIBED.

_____ _____
RAUL E. SESIN – P.E. No.86374 DATE

STATE OF TEXAS
RAUL E. SESIN.
86374
REGISTERED PROFESSIONAL ENGINEER

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF PRELIMINARY REVIEW AND COMMENTS UNDER THE AUTHORITY OF RAUL E. SESIN P.E. 86374 ON 09-24-2012

IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, AND/OR PERMIT PURPOSES.

STATE OF TEXAS
COUNTY OF HIDALGO

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE ON THE GROUND ON _____ UNDER MY DIRECTION AND SUPERVISION.

_____ _____
ALFONSO QUINTANILLA DATE
R.P.L.S. No.4856

STATE OF TEXAS
REGISTERED
ALFONSO QUINTANILLA
4856
PROFESSIONAL LAND SURVEYOR

THIS PLAT APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT No.9 ON THIS THE _____ DAY OF _____ 2012

_____ ATTEST:_____
PRESIDENT SECRETARY

NOTE: HIDALGO COUNTY IRRIGATION DISTRICT No.9 WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT IN THIS SUBDIVISION. IF DESIRED, THIS WILL NOT BE AT THE DISTRICTS EXPENSE. ALSO THERE WILL NOT BE ANY PERMANENT STRUCTURES ON DISTRICT RIGHT-OF-WAYS AND OR EASEMENTS.

HIDALGO COUNTY DRAINAGE DISTRICT No. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE 49,211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

BY:_____

GENERAL NOTES AND RESTRICTIONS:

1. MINIMUM BUILDING SETBACK LINES AS SHOWN BELOW, OR AS IT MAY BE REQUIRED BY ZONING ORDINANCE FOR PROPOSED USE AT THE TIME OF BUILDING PERMIT APPLICATIONS.
STEPHENS AVE. 20.00
SIDE. 0.00 FEET OR GREATER FOR EASEMENT WIDTH
REAR. 0.00 FEET OR GREATER FOR EASEMENT WIDTH

2. MINIMUM FINISH FLOOR ELEVATION SHALL BE 18 INCHES ABOVE THE CENTER LINE OF THE STREET MEASURED FROM THE FRONT CENTER OF LOT, OR 18 INCHES ABOVE NATURAL GROUND, WHICHEVER IS GREATER.

3. BENCH MARK: SQUARE CUT ON CENTER OF INLET, AT SOUTH BACK OF CURB OF EAST BOUND LANE OF STEPHENS AVE. ELEVATION= 68.55

4. THE RUNOFF STORAGE REQUIREMENT FOR THIS SUBDIVISION IS 4,570.00 C.F. OF STORM SEWER RUNOFF. STORM WATER DETENTION IS REQUIRED FOR THIS PROPERTY. THE ENGINEER OF RECORD FOR THIS SUBDIVISION PLAT HAS ESTIMATED THAT AN AREA OF APPROXIMATELY 68'x68'x1' FOOT DEEP AND A VOLUME OF APPROXIMATELY 0.10 ACRE FEET WILL BE REQUIRE FOR THIS USE. THE DRAINAGE FOR THIS DEVELOPMENT WILL CONSIST OF A RETENTION SWALE OF 137.00 FEET WIDE AND 73.00 FEET LONG AND APPROXIMATELY 3.50 FEET DEEP WITHIN A 85 FOOT BY 150 FOOT DRAINAGE EASEMENTS LOCATED AT THE EAST SIDE OF THE LOT. SAID DETENTION AREA SHALL BE CONSTRUCTED DURING THE CONSTRUCTION OF THE CONSTABLE'S FACILITY AND WILL PROVIDE APPROXIMATELY 31,407.25 CUBIC FEET OF DRAINAGE DETENTION FOR THE DEVELOPMENT.

5. THIS SUBDIVISION IS LOCATED IN ZONE "X" SHADED ON FEMA'S FLOOD INSURANCE RATE MAP, COMMUNITY PANEL No. 480334 0450 C, MAP REVISED JUNE 6, 2000 FURTHER REVISED TO REFLECT LOMR DATE MAY 30, 2002 ZONE "X" SHADED IS DEFINED AS "AREAS OF 500-YEAR FLOOD; AREAS OF 100 YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREA LESS THAN ONE SQUARE MILE AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD.

6. A FIVE FOOT WIDE SIDEWALK ALONG JOE STEPHEN AVE. MUST BE INSTALLED AT THE TIME OF DEVELOPMENT OF LOT.

7. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE CITY OF WESLACO ENGINEERING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL AND/OR INDUSTRIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, AND DRAINAGE PLAN PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

8. LOT1 SHALL BE FOR COMMERCIAL USE ONLY. THERE SHALL BE NO OTHER USE OTHER THAN COMMERCIAL. LOTS 1 IS FOR NONRESIDENTIAL USE. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. NO MORE THAN ONE COMMERCIAL STRUCTURE SHALL BE PERMITTED ON LOT.

9. ALL GARBAGE AND TRASH SHALL BE PLACED IN SUITABLE CONTAINERS AND DISPOSAL OF THE SAME SHALL BE IN A SANITARY MANNER BY A QUALIFIED SOLID WASTE DISPOSAL COMPANY. EACH LOT OWNER SHALL MAINTAIN A CONTRACT AND ENSURE PAYMENTS ARE CURRENT WITH A SOLID WASTE DISPOSAL COMPANY AT ALL TIMES.

10. ONE STREET LIGHT SHALL BE REQUIRED IN ACCORDANCE WITH CITY OF WESLACO CITY ORDINANCE.


HIDALGO COUNTY
PLANNING DEPARTMENT
1304 S. 25 TH. STREET
EDINBURG TX. 78539
TEL: (956) 318-2840 ★ FAX: (956) 318-2844
www.co.hidalgo.tx.us
RAUL E. SESIN, P.E., C.F.M.
PLANNING ADMINISTRATOR

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1513
LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

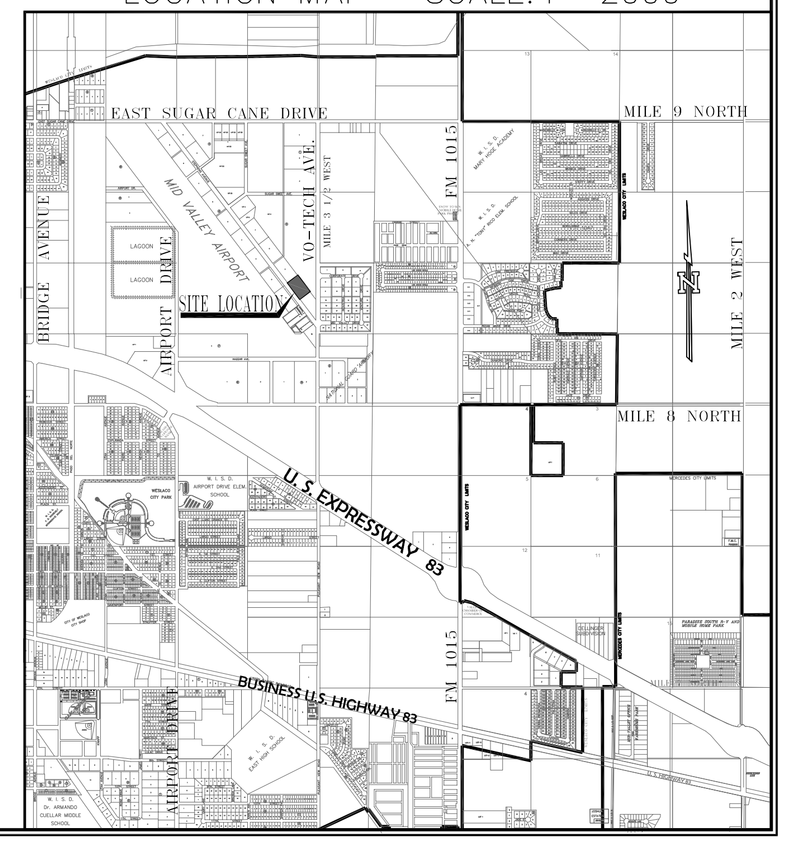

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____AT_____ AM/PM
INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY:_____ DEPUTY

LOCATION MAP SCALE: 1"=2000'



**AI-37634** **Planning Department 17. B.**

**CC REGULAR**

**Meeting Date:** 03/20/2013

**Submitted By:** Irma Castillo, PLANNING DEPT.

**Department:** PLANNING DEPT.

## Information

### CAPTION

On behalf of the Urban County Program (UCP) the Hidalgo County Planning Department is requesting consideration and approval of the following:

1. Authorizing the submission of an "Identification of Colonia" request to the Texas Water Development Board (TWDB), to ensure the inclusion of Salazar Subdivision within the 2012-2013 Colonia Economically Distressed Areas Program (CEDAP) fund application in the amount of $500,000.00, designating Salazar Subdivision as an officially "Identified Colonia" in which the subdivision will be provided an "M Number"and be included within the list of Hidalgo County's identifiable colonias, and

2. Authorizing the County Judge to sign any and all documents associated with the County's submission of the Identification of Colonia request to the Texas Water Development Board.

### BACKGROUND

## Attachments

Memo

Site Location Map

request

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 03/13/2013 10:21 AM |
| Purchasing Department | Monica Badillo | 03/15/2013 04:22 PM |

Form Started By: Irma Castillo Started On: 03/12/2013 02:50 PM

Final Approval Date: 03/15/2013

**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

# MEMORANDUM

**To:** Hidalgo County Commissioners' Court

**From:** Raul E. Sesin, P.E., C.F.M., Planning Administrator

for R.E.S. 3-12-13

**Date:** March 12, 2013

**Via:** C.C. Agenda

**Re:** Request for Designation of Salazar Subdivision as a Colonia

**C:** T.J. Arredondo, Planning Supervisor

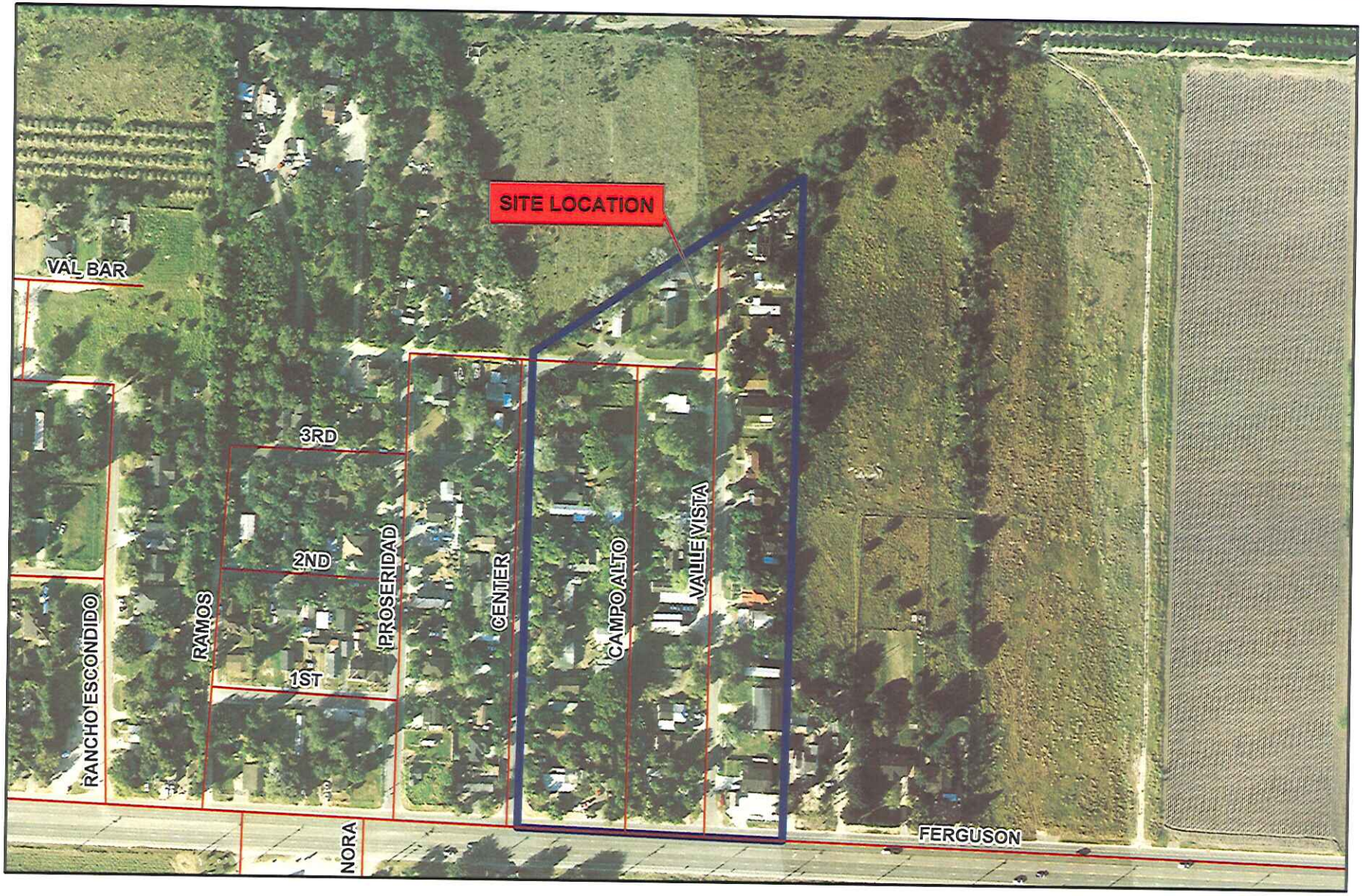
---

**The Urban County Program is requesting the submission of the "Identification of Colonia" request to the TWDB in an effort to ensure the inclusion of Salazar Subdivision within the CEDAP application and funding. The project will consist of first-time sewer services to include yard line connections, septic tank remediation, and related improvements for low and moderate-income persons. Under the 2012 CEDAP, funding is available for program eligible activities in areas that meet the definition as a "colonia" under these funds.**

**Therefore, we are requesting that the Hidalgo County Commissioners' Court recognize this subdivision as a "colonia" due to the lack of services including but not limited to a sanitary sewer collection system. Attached, you will find the "Identification of Colonia" survey that shall be sent to the Texas Water Development Board as evidence of the need for colonia designation for Salazar Subdivision.**

**You may contact me and/or T.J. Arredondo, Planning Supervisor at (956) 318-2840 with any questions or via e-mail at raul.sesin@co.hidalgo.tx.us and/or tj.arredondo@hchd.org. Thank you.**

*** * * END OF MEMORANDUM * * ***




# SALAZAR SUBDIVISION

HIDALGO COUNTY
PLANNING DEPARTMENT
TEL: (956) 318-2840 FAX: (956) 318-2844
www.hchd.org/planning

**IDENTIFICATION OF COLONIA**

**Please complete one (1) form for each community. Please attach a map showing location, and boundaries as available.**

**A. Colonia Identification**

**Community/Colonia Name** Salazar Subdivision County: Hidalgo

Nearest City: City of Alamo

Cross Streets/Directions from nearest City/Metes and Bounds:
Salazar Subdivision in located on the Northeast intersection of N. Cesar Chavez Rd. and SH 495, Alamo, Tx 78589
Salazar Subdivision being a resubdivision of 10 acres out of Lot 7, Block 40, Alamo Land & Sugar Company Subdivision, Hidalgo County, Tx

**B. Water Supply Problems (check or identify)**

Community System _____ Privately Owned Wells ____ Other (specify) _____

If by a water system, identify which one: North Alamo Water Supply

What best characterizes water supply problems? _X No Water Problems __ No Water Available __ Poor Quality (__ odor, ___taste) __ Insufficient Quantity (__ all times, ___ am, ___pm) __ Other: _____

Closest water provider, if known: North Alamo Water Supply
Comments:_____
_____

**C. Wastewater Problems (check or identify)**

Public System ____ Private Septic Tanks ____X_____ Other (specify) _____

If by public system, please identify: _____

**Please describe wastewater problems:** The residents of Salazar Subdivision are not connected to any public sewer service.

Residents of Salazar Subdivision currently rely on failing, aged on-site septic tanks.

**What is the likely solution? (Check those that apply)** __ New Treatment & Collection System __Upgrade Existing Systems _X_ Collection /Treatment By Other Entity (Identify: _____) __Don't Know

Mapped or Platted? (Yes/No) Mapped: Yes Platted__Yes_____
Plat Recorded? (Yes/No) _____Yes_____ Date Plat Recorded _____11/13/1961
Plat Volume: _____14_____ Plat Page: _____3_____
Number of Lots: ____62_____ Number of Occupied Lots: _____
% Occupied Lots with Public Water Supply _100 % Occupied Lots with Potable Water Wells _0%
% Occupied Lots with Sewer Service _____0___ % Occupied Lots with Septic ____100_____%
% Non-Sewered Lots Suitable for Septic Service._____
Financial Guarantee or Means for Water/Wastewater Construction X Yes ○ No ○ Self-Help
Other Problems: _X drainage __ unpaved roads __ bad roads __ electric service
__ Other: (specify) _____

Please return to:
Bill Allen
Texas Water Development Board
P.O. Box 13231
1700 N Congress
Austin, Tx 78711-3231

**AI-37613** **Precinct #1** **18. A.**

**CC REGULAR**

**Meeting Date:** 03/20/2013

**Submitted For:** Commissioner AC Cuellar, Jr. **Submitted By:** Mari Gutierrez, COMM. PCT. #1

**Department:** COMM. PCT. #1

## Information

**CAPTION**

Authorization of appointment to the Hidalgo County Emergency Services District No. 1

**BACKGROUND**

Appointment of James A. Vos for a two year term Effective April 1, 2013

## Attachments

Emergency Svcs District

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 03/11/2013 01:16 PM |
| Obdett Calzada | Obdett Calzada | 03/15/2013 09:09 AM |
| Purchasing Department | Monica Badillo | 03/15/2013 04:22 PM |

Form Started By: Mari Gutierrez Started On: 03/11/2013 10:37 AM

Final Approval Date: 03/15/2013

HEALTH AND SAFETY CODE

TITLE 9. SAFETY

SUBTITLE B. EMERGENCIES

CHAPTER 775. EMERGENCY SERVICES DISTRICTS

SUBCHAPTER C. ORGANIZATION, POWERS, AND DUTIES

Sec. 775.034. APPOINTMENT OF BOARD IN DISTRICT LOCATED WHOLLY IN ONE COUNTY. (a) The commissioners court of a county in which a single-county district is located shall appoint a five-member board of emergency services commissioners to serve as the district's governing body. To serve as a member of the board a person must be:

(1) at least 18 years of age; and

(2) a resident citizen of the state and:

(A) a qualified voter within areas served by the district; or

(B) the owner of land subject to taxation in the district.

(b) Except as prescribed by Subsection (c), commissioners serve two-year terms.

(c) After the votes are canvassed and the commissioners court enters the order creating the district, the commissioners court shall appoint the initial emergency services commissioners to serve until January 1 of the year following the district election. On January 1, the court shall designate three of those emergency services commissioners to serve a two-year term and two of those emergency services commissioners to serve a one-year term.

(d) On January 1 of each year, the commissioners court shall appoint a successor for each emergency services commissioner whose term has expired.

(e) The commissioners court shall fill a vacancy on the board for the remainder of the unexpired term.

(f) A member of the board who, because of municipal annexation, is no longer a qualified voter of an area served by the district or no longer owns land subject to taxation by the district may continue to serve until the expiration of the member's term.

(g) The commissioners court shall consider relevant factors in determining the individuals to appoint as emergency services commissioners, including whether the individuals have knowledge that relates to fire prevention or emergency medical services and that is relevant to the common policies and practices of the board.

(h) This section does not apply to a district located wholly in a county with a population of more than three million.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1999, 76th Leg., ch. 496, Sec. 6, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 272, Sec. 2, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 235, Sec. 5, eff. Sept. 1, 2003; Acts 2003, 78th Leg., ch. 930, Sec. 4, eff. Sept. 1, 2003.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 900, Sec. 1, eff. September 1, 2007.

**AI-37616** **Precinct #1** **18. B.**

**CC REGULAR**

**Meeting Date:** 03/20/2013

**Submitted For:** Commissioner AC Cuellar, Jr. **Submitted By:** Mari Gutierrez, COMM. PCT. #1

**Department:** COMM. PCT. #1

## Information

### CAPTION

Authorization of appointment to the MHMR Board

### BACKGROUND

Appointment of Joe Rodriguez for a two year term Effective April 1, 2013

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 03/11/2013 01:17 PM |
| Obdett Calzada | Obdett Calzada | 03/15/2013 02:54 PM |
| Purchasing Department | Monica Badillo | 03/15/2013 04:22 PM |

Form Started By: Mari Gutierrez Started On: 03/11/2013 10:49 AM

Final Approval Date: 03/15/2013

**AI-37697** **Precinct #2 19. A.**

**CC REGULAR**

**Meeting Date:** 03/20/2013

**Submitted By:** Katia Garcia, COMM. PCT. #2

**Department:** COMM. PCT. #2

## Information

### CAPTION

Pct. 2 Road Maintenance (1200):
1. Approval to create the following full-time position:

| Department | Slot No. | Position Title | Budgeted Salary |
|---|---|---|---|
| Road Maintenance | 0094 | Construction Inspector | $40,078.00 |

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

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1200-431-00-122-006-0-890

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

**BUDGETARY IMPACT:**

FUNDS AVAILABLE PENDING INRADEPATRMENTAL TRANSFER.

## Attachments

Job Description
PAR
salary schedule
LIT
fiscal note

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 03/15/2013 10:02 AM |
| Human Resources | Sylvia Rios | 03/15/2013 02:07 PM |
| Budget & Management | Obdett Calzada | 03/15/2013 02:35 PM |
| Rosalinda Cantu | Rosie Cantu | 03/15/2013 03:53 PM |
| Purchasing Department | Monica Badillo | 03/15/2013 04:22 PM |

Form Started By: Katia Garcia Started On: 03/15/2013 08:40 AM

Final Approval Date: 03/15/2013

NOTE: This description is intended to indicate the kinds of tasks and levels of work difficulty required of the position given this title. It is not necessarily an exhaustive list of duties and shall not be construed as declaring what the specific duties and responsibilities of any particular position shall be. It is not intended to limit or modify the right of management to assign, direct and control the work of employees under supervision. The listing of duties and responsibilities shall not be held to exclude other duties not mentioned that are of similar kind or level of difficulty.

# CONSTRUCTION INSPECTOR

**GRADE: 11**

## GENERAL DESCRIPTION

Performs routine semi-skilled and technical construction inspection work for road, street, drainage and other precinct public works projects and programs; coordinates activities and schedules with precinct forces, contractors, precinct administrative staff and other County departments; inspects construction of roads, streets, drainage ditches to assure that the appropriate construction is completed in compliance with the plans, standards, specifications or other special requirements as required; reports on the utilization of county forces, equipment and materials for in-house projects; serves as the precinct coordinator for Urban County Program projects.

## EXAMPLES OF WORK PERFORMED

Assists in scheduling and coordinating drainage maintenance and road construction projects;

Maintains a variety of logs and records related to employee, work assignments, and inspection activities;

Compiles information and prepares construction and construction related reports as required;

Assists in estimating costs and recommendations modifications as needed using knowledge of construction principles and regulations;

Provides information and responds to inquiries from contractors, property owners, precinct staff, and the general public regarding assigned projects;

Inspects road or drainage construction projects in progress to ensure compliance with plans and specifications

Coordinates with the Urban County Program on Precinct projects as required.

Performs other related duties as assigned

## GENERAL QUALIFICATION GUIDELINES

### Experience and Education

Minimum three (3) years of experience in construction management, planning, design, or related field required. Supervisory experience preferred. Graduation from an accredited four-year college or university with a Bachelor's degree in engineering, construction management, management, construction science or related field is generally preferred. Two (2) years of experience may be substituted for one (1) year of education.

Bilingual preferred (English/Spanish)

### Certification, License, and Registration

Employee must have a current valid Texas Motor Vehicle Operator's License

Must be able to be insured by the County's Insurance Carrier

### Knowledge, Skills, and Abilities

Knowledge of drainage system design, construction, and/or maintenance practices and standards including construction equipment and materials, pertinent codes, statutes, regulations, and laws affecting assigned projects

Ability to effectively supervise the work of others, establish and maintain effective work relationships with other supervisor staff, employees, outside agencies, and the general public

Skill in designing water, sanitary sewer, and drainage improvement projects

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.

Required to follow all County and Precinct safety policies and procedures

**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 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
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

# HIDALGO COUNTY
## Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Hidalgo Count Precinct 2 Road Maintenance DATE: 3/15/2013

CURRENT POSITION TITLE: Construction Inspector CURRENT SLOT #: 0094

REQUESTED POSITION TITLE: N/A

**REQUEST FOR:**

[X] New Position [ ] Temporary Position [ ] Position Reclassification* [ ] Other _____

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

**POSITION SALARY REQUEST:**

Salary Amount:

$ 0.00 Current G&S/ Budgeted Salary $ 40,078.00 Proposed G&S/ Budgeted Salary $ 40,078.00 Net Change

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other _____

**POSITION Type:**

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

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

**TEMPORARY POSITIONS:** N/A

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

CIVIL SERVICE:

Exempt [ ]

Non-Exempt [X]

N/A [ ]

FLSA:

Exempt [ ]

Non-Exempt [X]

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

Upon evaluation of the department it is determined that this position is needed to assist with the high demand of workload.

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

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

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

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1. | DEPARTMENT HEAD | 3/15/2013 Date | FUNDING AVAILABLE IN DEPT. BUDGET | [X] | YES | [ ] | NO |
| 2. | HUMAN RESOURCES DIRECTOR | Date | PERSONNEL PROCEDURES COMPLETED | [ ] | YES | [ ] | NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | Date | BUDGET PROCEDURES COMPLETED | [ ] | YES | [ ] | NO |
| 4. | COMMISSIONERS' COURT APPROVAL | Date | | | | | |

# HIDALGO COUNTY
## COMMISSIONER COURT
### 2013 SALARY SCHEDULE

**3-1200-431-00-122-006-0-**

**AI - 3769**

**PCT 2 ROAD MAINTENANCE**

| Slot # | Obj Code | POSITION TITLE | 2012 BUDGETED SALARY | 2013 ADJUSTED SALARY | 2013 BASE SALARY | % Inc. | AMOUNT INCREASE | OTHER INCREASE | 2013 BUDGETED SALARY APPROVED | 2013 ACTUAL SALARY | Other Allowances | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 |
| 0002 | 113 | FIELD OPERATIONS DIRECTOR | $67,158.00 | $0.00 | $67,158.00 | 0.03 | $2,015.00 | $0.00 | $69,173.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0006 | 113 | SAFETY COORDINATOR | $42,710.00 | $0.00 | $42,710.00 | 0.03 | $1,281.00 | $0.00 | $43,991.00 | $43,991.00 | $780.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0011 | 113 | HEAVY EQUIPMENT OPERATOR III | $34,670.00 | $0.00 | $34,670.00 | 0.03 | $1,040.10 | $0.00 | $35,710.00 | $33,528.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0012 | 113 | HEAVY EQUIPMENT OPERATOR III | $34,670.00 | $0.00 | $34,670.00 | 0.03 | $1,040.10 | $0.00 | $35,710.00 | $35,710.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0014 | 113 | MECHANIC III | $34,743.00 | $0.00 | $34,743.00 | 0.03 | $1,042.29 | $0.00 | $35,785.00 | $35,785.00 | $900.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0016 | 113 | HEAVY EQUIPMENT OPERATOR II | $30,384.00 | $0.00 | $30,384.00 | 0.03 | $911.52 | $0.00 | $31,296.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0019 | 113 | FOREMAN | $37,800.00 | $0.00 | $37,800.00 | 0.03 | $1,134.00 | $0.00 | $38,934.00 | $38,934.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0022 | 113 | TRUCK DRIVER III | $28,813.00 | $0.00 | $28,813.00 | 0.03 | $864.39 | $0.00 | $29,677.00 | $27,295.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0023 | 113 | TRUCK DRIVER III | $28,535.00 | $0.00 | $28,535.00 | 0.03 | $856.05 | $0.00 | $29,391.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0024 | 113 | TRUCK DRIVER III | $28,535.00 | $0.00 | $28,535.00 | 0.03 | $856.05 | $0.00 | $29,391.00 | $27,295.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0026 | 113 | TRUCK DRIVER I | $27,572.00 | $0.00 | $27,572.00 | 0.03 | $827.16 | $0.00 | $28,399.00 | $26,924.00 | $1,260.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0027 | 113 | TRUCK DRIVER II | $27,136.00 | $0.00 | $27,136.00 | 0.03 | $814.08 | $0.00 | $27,950.00 | $26,924.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0028 | 113 | TRUCK DRIVER II | $27,016.00 | $0.00 | $27,016.00 | 0.03 | $810.48 | $0.00 | $27,826.00 | $27,826.00 | $1,200.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0029 | 113 | TRUCK DRIVER II | $27,016.00 | $0.00 | $27,016.00 | 0.03 | $810.48 | $0.00 | $27,826.00 | $27,826.00 | $720.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0030 | 113 | TRF SA/SPC III | $26,991.00 | $0.00 | $26,991.00 | 0.03 | $809.73 | $0.00 | $27,801.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0032 | 113 | TRUCK DRIVER II | $26,790.00 | $0.00 | $26,790.00 | 0.03 | $803.70 | $0.00 | $27,594.00 | $27,594.00 | $1,440.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0033 | 113 | MAINTENANCE I | $26,265.00 | $0.00 | $26,265.00 | 0.03 | $787.95 | $0.00 | $27,053.00 | $23,864.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0034 | 113 | TRUCK DRIVER II | $26,059.00 | $0.00 | $26,059.00 | 0.03 | $781.77 | $0.00 | $26,841.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0035 | 113 | MAINTENANCE II | $25,204.00 | $0.00 | $25,204.00 | 0.03 | $756.12 | $0.00 | $25,960.00 | $25,426.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0037 | 113 | TRF SA/SPC I | $24,355.00 | $0.00 | $24,355.00 | 0.03 | $730.65 | $0.00 | $25,086.00 | $25,086.00 | $360.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0038 | 113 | MAINTENANCE I | $23,753.00 | $0.00 | $23,753.00 | 0.03 | $712.59 | $0.00 | $24,466.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0040 | 113 | MAINTENANCE I | $23,338.00 | $0.00 | $23,338.00 | 0.03 | $700.14 | $0.00 | $24,038.00 | $21,799.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0041 | 113 | MAINTENANCE I | $22,984.00 | $0.00 | $22,984.00 | 0.03 | $689.52 | $0.00 | $23,674.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0042 | 113 | MAINTENANCE I | $22,984.00 | $0.00 | $22,984.00 | 0.03 | $689.52 | $0.00 | $23,674.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0043 | 113 | MAINTENANCE I | $22,703.00 | $0.00 | $22,703.00 | 0.03 | $681.09 | $0.00 | $23,384.00 | $19,121.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0044 | 113 | TRAF SA/SP I | $22,345.00 | $0.00 | $22,345.00 | 0.03 | $670.35 | $0.00 | $23,015.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0045 | 113 | TRAFFIC SAFETY SPECIALIST I | $22,345.00 | $0.00 | $22,345.00 | 0.03 | $670.35 | $0.00 | $23,015.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0061 | 113 | MECHANIC II | $28,500.00 | $0.00 | $28,500.00 | 0.03 | $855.00 | $0.00 | $29,355.00 | $29,355.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0064 | 113 | HEAVY EQUIPMENT OPERATOR I | $24,360.00 | $0.00 | $24,360.00 | 0.03 | $730.80 | $0.00 | $25,091.00 | $25,091.00 | $360.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0065 | 113 | HEAVY EQUIPMENT OPERATOR I | $24,360.00 | $0.00 | $24,360.00 | 0.03 | $730.80 | $0.00 | $25,091.00 | $25,091.00 | $600.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0068 | 113 | MECHANIC I | $28,500.00 | $0.00 | $28,500.00 | 0.03 | $855.00 | $0.00 | $29,355.00 | $29,355.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0071 | 113 | MAINTENANCE I | $22,703.00 | $0.00 | $22,703.00 | 0.03 | $681.09 | $0.00 | $23,384.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0072 | 113 | MAINTENANCE I | $22,703.00 | $0.00 | $22,703.00 | 0.03 | $681.09 | $0.00 | $23,384.00 | $20,460.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0073 | 113 | MAINTENANCE I | $22,703.00 | $0.00 | $22,703.00 | 0.03 | $681.09 | $0.00 | $23,384.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| A078 | 113 | ENGINEERING TECHNICIAN II | $0.00 | $0.00 | $0.00 | 0 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $6,000.00 | $0.00 | $0.00 |
| 0079 | 113 | RIGHT OF WAY AGENT V | $64,066.00 | $0.00 | $64,066.00 | 0.03 | $1,921.98 | $0.00 | $65,988.00 | $65,988.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0080 | 113 | RIGHT OF WAY AGENT V | $64,066.00 | $0.00 | $64,066.00 | 0.03 | $1,921.98 | $0.00 | $65,988.00 | $65,988.00 | $360.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0084 | 113 | ROAD CONSTRUCTION FOREMAN | $46,747.00 | $0.00 | $46,747.00 | 0.03 | $1,402.41 | $0.00 | $48,149.00 | $45,742.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0085 | 113 | ROAD MAINTENANCE FOREMAN | $46,747.00 | $0.00 | $46,747.00 | 0.03 | $1,402.41 | $0.00 | $48,149.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0086 | 113 | HEAVY EQUIPMENT OPERATOR IV/ EXCAVATOR | $40,078.00 | $0.00 | $40,078.00 | 0.03 | $1,202.34 | $0.00 | $41,280.00 | $41,280.00 | $1,320.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0087 | 113 | CONSTRUCTION INSPECTOR | $40,078.00 | $0.00 | $40,078.00 | 0.03 | $1,202.00 | $0.00 | $41,280.00 | $41,280.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0088 | 113 | ENGINEERING TECHNICIAN IV | $40,078.00 | $0.00 | $40,078.00 | 0.03 | $1,202.34 | $0.00 | $41,280.00 | $39,140.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0089 | 113 | ENGINEERING TECHNICIAN IV | $40,078.00 | $0.00 | $40,078.00 | 0.03 | $1,202.00 | $0.00 | $41,280.00 | $39,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0090 | 113 | DIRECTOR, FIELDS OPERATIONS | $0.00 | $79,750.00 | $79,750.00 | 0 | $0.00 | $0.00 | $79,750.00 | $79,750.00 | $780.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| T091 | 121 | HEAVY EQUIPMENT OPERATOR III | $0.00 | $34,360.00 | $34,360.00 | 0 | $0.00 | $0.00 | $34,360.00 | $34,360.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| T092 | 121 | HEAVY EQUIPMENT OPERATOR III | $0.00 | $34,360.00 | $34,360.00 | 0 | $0.00 | $0.00 | $34,360.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| T093 | 121 | MECHANIC I | $0.00 | $23,385.00 | $23,385.00 | 0 | $0.00 | $0.00 | $23,385.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |

# HIDALGO COUNTY
## COMMISSIONER COURT
### 2013 SALARY SCHEDULE

**3-1200-431-00-122-006-0-**

**AI - 3769**

**PCT 2 ROAD MAINTENANCE**

| Slot # | Obj Code | POSITION TITLE | 2012 BUDGETED SALARY | 2013 ADJUSTED SALARY | 2013 BASE SALARY | % Inc. | AMOUNT INCREASE | OTHER INCREASE | 2013 BUDGETED SALARY APPROVED | 2013 ACTUAL SALARY | Other Allowances | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 |
| | | **CREATE THE FOLLOWING POSITION** | | | | | | | | | | | | | |
| 0094 | 113 | CONSTRUCTION INSPECTOR | $0.00 | $38,110.00 | $38,110.00 | | $0.00 | $0.00 | $38,110.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| | | TOTAL | $1,348,641.00 | $209,965.00 | $1,558,606.00 | | $40,458.51 | $0.00 | $1,599,063.00 | $1,076,808.00 | $12,300.00 | $0.00 | $6,000.00 | $0.00 | $0.00 |

**PERSONNEL ACTION PENDING CC APPROVAL.**

| 2013 ACTUAL TOTAL COMPENSATION |
|---|
| $0.00 |
| $44,771.00 |
| $33,828.00 |
| $35,710.00 |
| $36,685.00 |
| $0.00 |
| $39,474.00 |
| $27,295.00 |
| $0.00 |
| $27,595.00 |
| $28,184.00 |
| $26,924.00 |
| $29,026.00 |
| $28,546.00 |
| $0.00 |
| $29,034.00 |
| $0.00 |
| $23,864.00 |
| $0.00 |
| $25,426.00 |
| $25,446.00 |
| $0.00 |
| $21,799.00 |
| $0.00 |
| $0.00 |
| $19,121.00 |
| $0.00 |
| $0.00 |
| $29,895.00 |
| $25,451.00 |
| $25,691.00 |
| $29,355.00 |
| $0.00 |
| $20,460.00 |
| $0.00 |
| $6,000.00 |
| $66,528.00 |
| $66,348.00 |
| $45,742.00 |
| $0.00 |
| $42,600.00 |
| $41,280.00 |
| $39,140.00 |
| $39,000.00 |
| $80,530.00 |
| $34,360.00 |
| $0.00 |
| $0.00 |

7

| 2013 ACTUAL TOTAL COMPENSATION |
| --- |
| $0.00 |
| $1,095,108.00 |

# INTRADEPARTMENTAL TRANSFER REQUEST

**DATE:** March 18, 2013

**2013**
**Transfer**

**DEPARTMENT HEAD:** Sergio Cruz, Budget Officer

**DEPARTMENT NAME:** Department of Budget & Management for COMM. PCT 2

**ACCOUNT NUMBER:** 3-1200-431-00-122-006-0-XXX ROAD MAINT.

**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 |
|---|---|---|---|---|
| 890 | OTHER | 113 | REG F/T EMPLOYEES | $ 31,478.89 |
| 890 | OTHER | 211 | HEALTH INSURANCE | $ 3,270.57 |
| 890 | OTHER | 212 | LIFE INSURANCE | $ 21.21 |
| 890 | OTHER | 220 | FICA | $ 2,408.14 |
| 890 | OTHER | 230 | RETIREMENT | $ 3,248.62 |
| 890 | OTHER | 250 | UNEMPLOYMENT COMP | $ 157.39 |
| 890 | OTHER | 260 | WORKER'S COMP | $ 535.14 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | **TOTAL** | **$ 41,119.96** |

**REASON:** TRANSFER TO FUND THE PRORATED SALARIES AND FRINGE BENEFIT EXPENDITURES OF ONE NEW PROPOSED CONSTRUCTION INSPECTOR POSITION.

**DEPARTMENT HEAD SIGNATURE**

**APPROVED COMMISSIONERS' COURT**

**DATE** ___/___/___

**ATTEST COUNTY CLERK**

Form DBM-201

# 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:** **Wednesday, March 20, 2013** **Agenda Item:** 37697

**Summary of request/proposal:**
PCT NO. 2- RD MAINTENANCE (1200):
Approval to create one (1) Construction Inspector position, slot no. 0018, budgeted salary $38,110.00.

| Fund | Position | Slot# | Obj | Current Budgeted Salary | Adjustment Requested | Total Requested |
|---|---|---|---|---|---|---|
| 1200 | CONSTRUCTION INSPECTOR | 0094 | 113 | 0.00 | 40,078.00 | 40,078.00 |
| | | | | | | |
| | | | | | | |
| | | | | 0.00 | 40,078.00 | 40,078.00 |

**Budgetary Impact:**

| INCREASE/DECREASE ACCOUNT NUMBER | | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|---|
| 3-1200-431-00-122-006-0- | 113 | PCT NO. 2- RD MAINT.- | REG F/T EMPLOYEES | $31,478.89 |
| 3-1200-431-00-122-006-0- | 211 | PCT NO. 2- RD MAINT.- | HEALTH INSURANCE | $3,270.57 |
| 3-1200-431-00-122-006-0- | 212 | PCT NO. 2- RD MAINT.- | LIFE INSURANCE | $21.21 |
| 3-1200-431-00-122-006-0- | 220 | PCT NO. 2- RD MAINT.- | FICA | $2,408.14 |
| 3-1200-431-00-122-006-0- | 230 | PCT NO. 2- RD MAINT.- | RETIREMENT | $3,248.62 |
| 3-1200-431-00-122-006-0- | 250 | PCT NO. 2- RD MAINT.- | UNEMPLOYMENT COMP | $157.39 |
| 3-1200-431-00-122-006-0- | 260 | PCT NO. 2- RD MAINT.- | WORKER'S COMP | $535.14 |
| | | | | |
| | | | 2013 Budgetary Impact | $41,119.96 |

2014 Budgetary Impact: $52,352.74

**Possible Funding Sources:** PCT 2 ADMIN FUNDS PENDING APPROVAL OF INTRADEPARTMENTAL TRANSFER.

**Comments:**

| |
|---|
| |
| |
| |
| |

Hidalgo Co. Budget Office
2/3/2005

**AI-37431** **Precinct #3 20. A.**

**CC REGULAR**

**Meeting Date:** 03/20/2013

**Submitted By:** Norma Ceballos, COMM. PCT. #3

**Department:** COMM. PCT. #3

## Information

### CAPTION

Requesting approval to process the following invoices as a claim with authority for County Treasurer to issue payment after review, audit, and processing procedures are completed by County Auditor.

| Vendor | Invoice # | Date | Amount |
|---|---|---|---|
| Mobile Relays Partners, LTD | AIR0030691 | 11-01-2012 | $1161.83 |
| Mobile Relays Partners, LTD | AIR0030999 | 01-01-2013 | $1161.83 |

### BACKGROUND

Purchase orders were not being submitted on time by department.

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1X00-4XX-00-123-00X-0-532

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

**BUDGETARY IMPACT:**

Available funds as of 3/15/13.

## Attachments

Invoices and POs

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 03/07/2013 09:43 AM |
| Olga Garza | Olga Garza | 03/15/2013 04:04 PM |
| Purchasing Department | Monica Badillo | 03/15/2013 04:22 PM |

Form Started By: Norma Ceballos Started On: 03/04/2013 12:48 PM

Final Approval Date: 03/15/2013

**Mobile Relays Partners, LTD**
**515 S. 12Th. St**

**P.O. Box 1808**
**McAllen TX, 78505-1808**
**(956)682-5224**

SIGN:_____
REQ# 225613 (F) & 226800
PO# 683822 (F) & 684399

11/01/2012

## *INVOICE* AIR0030691

***CUST P.O.***

| | **Bill To: 117313** | **Ship To: 117313** |
|---|---|---|
| Name | HIDALGO CO. PRECINCT #3 | HIDALGO CO. PRECINCT #3 |
| Address | P. O. BOX 607 | P. O. BOX 607 |
| | [illegible] | [illegible] |
| | SEPT. PO#678318 | SEPT. PO#678318 |
| | MISSION TX78573 | MISSION TX, 78573 |
| | ATTN: NORMA/LOUIE | ATTN: NORMA/LOUIE |

| Qty | Description | Loc | Unit Price | Total |
|---|---|---|---|---|
| 17.00 | UNITS ON SITE MCALLEN | | 19.9900 | 339.83 |
| 28.00 | UNITS ON SITE MCALLEN | | 12.0000 | 336.00 |
| 54.00 | UNITS ON SITE MCALLEN | | 9.0000 | 486.00 |

INVOICE RECEIVED BY
L. Mendez ON [illegible] 11-1-12
GOODS/SERVICES RECEIVED BY
L. Mendez ON [illegible] 11-1-12

P.O# 683822 → 2 1200-431-00-123-005-0-532 → $721.87 (F)

PO # 684399 → 2 1100-452-00-123-001-0-532 → # 319.96

PO # 684399 → 2 1100-452-00-123-008-0-532 → $120.00

| | |
|---|---|
| Subtotal : | 1161.83 |
| Freight : | 0.00 |
| **Total Amount Due:** | 1161.83 |

**QUESTIONS? CALL: (956)682-5224**

# Purchase Order

# COUNTY OF HIDALGO

PO#: 683822

DATE: 11/14/12



VENDOR: 275506 REQ:00225613

PAY (956)682-9114 Email: BUYER:

Phone: (956)682-5224

MOBILE RELAYS PARTNERS, LTD.
P. O. BOX 1808
MCALLEN TX 78505-1808

Vendor Acct:

SHIP TO: HIDALGO CO. PCT 3
724 N. BREYFOGLE
MISSION TX 78574

CONTACT:

SITE: COMMISSIONER, PRECINCT 3

Special Instructions: REQ# 930

Contract No: N/A

**VENDOR NOTES**

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

| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | DO NOT DUPLICATE ORDER | | |
| | | ****APPROVED BY SAUL RAMIREZ**** | | |
| 1 | EACH | OM MONTHLY AIR SERVICES FOR (62) 2 WAY RADIO SERVICES FOR THE MONTH OF NOVEMBER 2012<br>FOR USE AT PRECINCT#3 FOR TWO WAY RADIO SERVICES FOR THE MONTH OF NOVEMBER 2012 (ALL FOR R&B) DEPARTMENT<br><br>REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | 820.00 | 820.00 |
| | | Total | | 820.00 |
| | | ********** | | |
| | | For Hidalgo County use only | | |
| | | 2-1200-431-00-123-005-0-532 820.00 | | |
| | | Approved _____ | | |

Authorized by: Martha L. Salazar

# Requisition

**Req # 00226800**

**PO # 684399**
**Date: 11/27/12**

**Bill To:** x
x

**Vendor:** 275506
MOBILE RELAYS PARTNERS, LTD.
P. O. BOX 1808
MCALLEN TX 78505-1808
FAX (956)682-9114

**Ship To:** HIDALGO CO. PCT 3
724 N. BREYFOGLE
MISSION TX 78574

**Contact:** GEORGE/SERGIO
956-585-4509

**Contract No:**

**Special Instructions:**
R 2771

| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | APPROVED BY GEORGE OCANA AND SERGIO SAENZ<br>DO NOT DUPLICATE ORDER | | |
| 20.00 | EACH | ON AIR TIME SERVICE (NOVEMBER 2012) LANDFILL 20 UNITS | 12.00 | 240.00 |
| 4.00 | EACH | ON AIR TIME (NOVEMBER 2012) LANDFILL 4 UNITS | 19.99 | 79.96 |
| 10.00 | EACH | ON AIR TIME (NOVEMBER 2012) PARK 10 UNITS | 12.00 | 120.00 |
| | | Account No | Encumbrance | |
| | | 2-1100-432-00-123-001-0-532 | 319.96 | |
| | | 2-1100-452-00-123-008-0-532 | 120.00 | |
| | | | Freight | .00 |
| | | | Total | 439.96 |
| | | AIR TIME SERVICES FOR L/F AND PARK PCT 3 | | |
| | | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | | |

**Authorized By:** _____

SIGN:

REQ# 278 IID & 228362

PO# 685561 & 685699

**Mobile Relays Partners, LTD**
515 S. 12Th. St
P.O. Box 1808
McAllen TX, 78505-1808
(956)682-5224

01/01/2013

## *INVOICE* AIR0030999

*CUST P.O.*

**Bill To:** 117313

Name HIDALGO CO. PRECINCT #3
Address P. O. BOX 607
SEPT. PO#679318
MISSION TX78573
ATTN: NORMA/LOUIE

**Ship To:** 117313

HIDALGO CO. PRECINCT #3
P. O. BOX 607
SEPT. PO#679318
MISSION TX, 78573
ATTN: NORMA/LOUIE

| Qty | Description | Loc | Unit Price | Total |
|---|---|---|---|---|
| 17.00 | UNITS ON SITE MCALLEN | | 19.9900 | 339.83 |
| 28.00 | UNITS ON SITE MCALLEN | | 12.0000 | 336.00 |
| 54.00 | UNITS ON SITE MCALLEN | | 9.0000 | 486.00 |

INVOICE RECEIVED BY
L Mendoza ON 1-1-13
GOODS/SERVICES RECEIVED BY
L Mendoza ON 1-1-13

PO# 685561 -> 3 1200-431-00-123-00$-0-532 -> $ 721.87

PO# 685699 -> 3 1200-432-00-123-00$-0-532 -> $ 120.00
(PARK)

PO# 685699 -> 3 1200-432-00-123-00$-0-532 -> $ 319.96
(LANDFILL)

| | |
|---|---|
| Subtotal : | 1161.83 |
| Freight : | 0.00 |
| **Total Amount Due:** | 1161.83 |

**QUESTIONS? CALL: (956)682-5224**

# Purchase Order

PO#: 685561

# COUNTY OF HIDALGO

DATE: 01/04/13

TEXAS



VENDOR: 275506 REQ:00228110
FAX (956)682-9114 Email:
Phone: (956)686-0886
MOBILE RELAYS PARTNERS, LTD.
P. O. BOX 1808
MCALLEN TX 78505-1808
Vendor Acct:

BUYER:
SHIP TO: HIDALGO CO. PCT 3
724 N. BREYFOGLE
MISSION TX 78574
CONTACT:

SITE: COMMISSIONER, PRECINCT 3
Special Instructions: Contract No: N/A

Rev 11

VENDOR NOTES

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

| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | EXT AMOUNT |
|---|---|---|---|---|
| | | DO NOT DUPLICATE ORDER | | |
| | | ****APPROVED BY SAUL RAMIREZ**** 72686 | | |
| 1.00 | EACH | ON MONTHLY AIR SERVICES FOR (62) 2 WAY RADIO SERVICES FOR HTE MONTH OF JANUARY 2013 | 820.00 | 820.00 |
| | | FOR USE AT PRECINCT#3 FOR TWO WAY RADIO SERVICES FOR THE MONTH OF JANUARY 2013 (ALL FOR R&B DEPARTMENT) | | |
| | | *REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | | |
| | | Total | | 820.00 |

For Hidalgo County use only

3-1200-431-00-123-004-0-532 820.00

Approved _____

Authorized by: Martin L. Salazar

Purchase Order Inquiry - FUINQ01A 12/29/10 10:00 am

PO Number 685699
PO Date 01-07-2013
Division No 00228383
Requisition No 00218302
Owner VOCANA
PO Type

Vendor No 275508
Vendor Name MOBILE RELAYS PARTNERS, LTD.
Address P. O. BOX 1808
MCALLEN, TX 78505-1808

PO Total 439.96
Payment Total -

Detail | Header | Payment Info | Journals

| Line No | Ordered | Quantity Received | Canceled | Description | Unit Price | Amount |
|---|---|---|---|---|---|---|
| 1 | 20 | | | AIR TIME SERVICE (JANURARY 2013) | 12.000 | 240.00 |
| 2 | 4 | | | AIR TIME (JANUARY 2013) LANDFILL 4 UNITS | 19.990 | 79.96 |
| 3 | 10 | | | AIR TIME (JANUARY 2013) PARK FOR 10 UNITS | 12.000 | 120.00 |

Total 439.96

| Account Number | Description | Amount | Amount Liq |
|---|---|---|---|
| 3-1100-452-00-123-008-0-532 | PCT3 PARKS-WIRELESS DEVICES | 120.00 | .00 |
| 3-1100-432-00-123-001-0-532 | PCT3 SANITATION-WIRELESS DEVICES | 319.96 | .00 |

**AI-37686** **Precinct #4 21. A.**

**CC REGULAR**

**Meeting Date:** 03/20/2013

**Submitted For:** Joe Ochoa, ROW **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

**Department:** EXECUTIVE OFFICE

## Information

**CAPTION**

Discussion, consideration and approval for executed, notarized Warranty Deed in favor of Hidalgo County, Texas transferring ownership of 2.50 acres of land for the purpose of providing a site for erection of a multipurpose facility to be used for emergency services

**BACKGROUND**

## Fiscal Impact

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

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

**BUDGETARY IMPACT:**

transferring ownership of 2.50 acres of land

## Attachments

appraisal
warranty deed
survey
LEGAL APP

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 03/14/2013 03:10 PM |
| Manuel Chapa | Manuel Chapa | 03/15/2013 03:40 PM |
| Purchasing Department | Monica Badillo | 03/15/2013 04:22 PM |

Form Started By: Monica Badillo Started On: 03/14/2013 11:16 AM

Final Approval Date: 03/15/2013

# Leonel Garza Jr. & Associates LLC

*Real Estate Appraisal Services*

March 13, 2013

Hidalgo County Precinct No. 4
C/o: Jesse Ozuna
1051 North Doolittle Road
Edinburg, Texas 78542

RE: LPJ Family Limited Partnership
36080 North Highway 281
Edinburg, Texas

Mr. Ozuna:

In accordance with your request, we are pleased to present our restrictive use report of the 2.50 acre tract of land located along the south side of FM 186 within the community of Linn, Texas. The purpose and use of the report is for internal use by the Hidalgo County Precinct No. 4 as per Jesse Ozuna. The subject is vacant as per the date of on-site inspection on March 12, 2013. The scope of the assignment is to value the subject property as of the date of inspection in order to determine the current market value of the subject property as fee simple. This cover letter alone does not constitute an appraisal and must be attached to the remaining pages of this report. A restricted use appraisal report, which details the scope of our analysis, assumptions & limiting conditions, and certification is attached herewith. This appraiser personally made on on-site visit of the subject property on March 12, 2013, in the presence of the owner of record. The following appraisal report does not include any personal property such as equipment and or signs and does not include any benefit for business interest as per scope of the assignment. From the facts provided by the client and those provided during the on-site inspection, the indicated market value of the vacant tract as of March 12, 2013 $46,250.

Sincerely,

Leonel Garza III
State Certified General
Real Estate Appraiser
License No. TX-1328375-General

# Certification

**I certify that, to the best of my knowledge and belief:**

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, impartial, and unbiased professional analyses, opinions, and conclusions.

I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

my engagement in this assignment was not contingent upon developing or reporting predetermined results.

my compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

my analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice.*

I have made a personal inspection of the property that is the subject of this report.

no one provided significant real property appraisal assistance to the person(s) signing the certification.

the reported analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

the use of this report is subject to the requirements of the Appraisal Institute relating to the review by its duly authorized representatives.

the Office of Leonel Garza Jr. & Associates LLC has not performed an appraisal on the subject property within the last (3) three years.

**Leonel Garza III**
**State Certified General Real Estate Appraiser**
**TX 1328375-General**

# Assumptions and Limiting Conditions

**GENERAL ASSUMPTIONS**

This is a restricted use appraisal, which is intended to comply with the reporting requirements set forth under Standard Rule 1 and 2-2 (c) of the Uniform Standards of Professional Appraisal Practice. This report does not include a full discussion of data, reasoning, and analysis of which was utilized to develop an opinion of value. All supporting information and documentation, analysis is retained in the appraisers working file. The information set forth in this restricted use report was designed specifically for the intended user and specific needs of the client;

No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.

The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.

Responsible ownership and competent property management are assumed.

The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

It is assumed that there are no hidden or un-apparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

It is assumed that the property is a full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the appraisal report.

It is assumed that all required licenses; certificates of occupancy, consents, or other legislative or administrative authority from any local state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

It is assumed that the use of the land and improvements is confined within the boundaries or property line of the property described and that there is no encroachment or trespass unless noted in the report.

Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by this appraiser. The appraiser does not have any knowledge of the existence of such material on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

## GENERAL LIMITING CONDITIONS

Any allocation of the total value of the total valuation in this report between land and improvements applies only under the stated program of utilization.

The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

Possession of this report, or a copy thereof, does not carry with it the right of publication.

The appraiser, by reason of this appraisal, is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.

Neither all or any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.

## ENVIRONMENTAL STATEMENT

This appraiser has made a visual on-site observation of the subject property on March 12, 2013, and no obvious adverse environmental concerns, pesticides or other potentially hazardous materials were present. However, this appraiser is not qualified to make a detailed study on environmental concerns of the subject property. If, for any reason an environmental concern exist which was not observable to this appraiser, then it is highly recommended that an inspection be made by a qualified environmental engineer. Based on this appraiser's observation and conversations with the subject owner, this appraisal shall be based on the assumption that no environmental concern exist and shall be valued as such. If an environmental concern is noted to this appraiser after the date of report, Leonel Garza Jr. & Associates LLC reserves the right to re-evaluate the market value of the subject property as mentioned in the scope of the assignment.

# Summary of Property Description and Conclusions

| | |
|---|---|
| Type of Appraisal | Restricted Use Appraisal Report |
| Type of Property | Vacant Land |
| Property Rights Appraised | Fee Simple Estate |
| Owner of Record | LPJ Family Limited Partnership |
| Physical Location | FM 186 (S/S) Approximately 1/10 of a miles east of US Highway 281, Linn, Texas |
| Existing Property Use | Vacant |
| Legal Description | A 2.50 acres out of CSM # 1 (Amended Lot 2), Map Records in the Office of the County Clerk of Hidalgo County, Texas. |
| Gross Land Area | ±2.50 Acres |
| Improvements | No contributory improvements indicated |
| Highest & Best Use | Mixed Use development |
| City Zoning Ordinance | Not Applicable in the Community of Linn, Texas. |
| Flood Zone Designation | Zone C |
| Utilities Available | Potable Water / Electricity / Phone |
| Estimated Marketing & Exposure Time Period | Eighteen (18) Months to Twenty-Four (24) Months |
| Appraisal District Assessed Value | $1,096,818 – Note this assessed value includes a 20.51 acre tract of land with an improvement value of $828,137. |
| Date of On-Site Visit | March 12, 2013 |
| Date of Value Estimate | March 12, 2013 |

**CONCLUSION & APPRAISED VALUE**

Based on the analysis and data collected during the course of this appraisal report, the subject property was valued at $18,500 per acre for the 2.50 acre tract. This is based on a range in value is determined by the Sales Comparison Approach to market value "as vacant which is the most reliable approach to value. The final indicated market value of the subject property is indicated to be $46,250.00

## PURPOSE OF THE APPRAISAL

This appraisal is prepared for the purpose of estimating the market value of the fee simple estate of the subject property, as defined in within this report, as of March 12, 2013. 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, or operating agreements. The subject shall be valued based the following definition of market value.

Market value is defined as the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the Buyer and Seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from Seller to Buyer under conditions whereby:

Buyer and Seller are typically motivated

Both parties are well informed or well advised, and each-acting in what they consider their own best interest.

A reasonable time is allowed for exposure in the open market.

Payment is made in terms of cash in U.S. Dollars or in terms of financial arrangements comparable thereto.

The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

*The Office of the Comptroller of the Currency. (2006). 12 CFR, Part 34, Subpart C-Appraisals, 34-42, Definitions (g). Retrieved March 12, 2007, from http://www.occ.treas.gov/fr/cfrparts/12CFR34.htm#§%2034.42%20Definitions.*

## CLIENT & INTENDED USE

The client for this report is identified as Hidalgo County under the direction of Precinct No. 4. The intended use of the report is to assist Right of Way Agent Jesse Ozuna in determining the market value of the subject property for the possible purchase of said tract as per date of on-site inspection, March 12, 2013.

## SCOPE OF ASSIGNMENT

By Notice to Proceed under Contract #12-067-03-27 signed by Honorable Joseph Palacios, Commissioner Precinct No. 4 requested for Leonel Garza Jr. & Associates LLC to prepare a Restricted Use Appraisal Report of the fee simple estate of the subject property located along the south side of FM 1017 approximately 1/10 of a mile east of US Highway 281 within the Community of in Linn, Texas just east of US Highway 281. The client provided a survey of the subject property. No other information nor attachments were included. The subject neighborhood was also inspected as to observe any external obsolesce or economic factors, which may be pertinent to the subject property's valuation. Market sales within the market area and comparable market areas were identified and analyzed for comparability and for reliability in determining the estimated market value of the subject property. The appraisal report shall indicate the "as existing market value" of the subject property as per on-site visit on Tuesday, March 12, 2013.

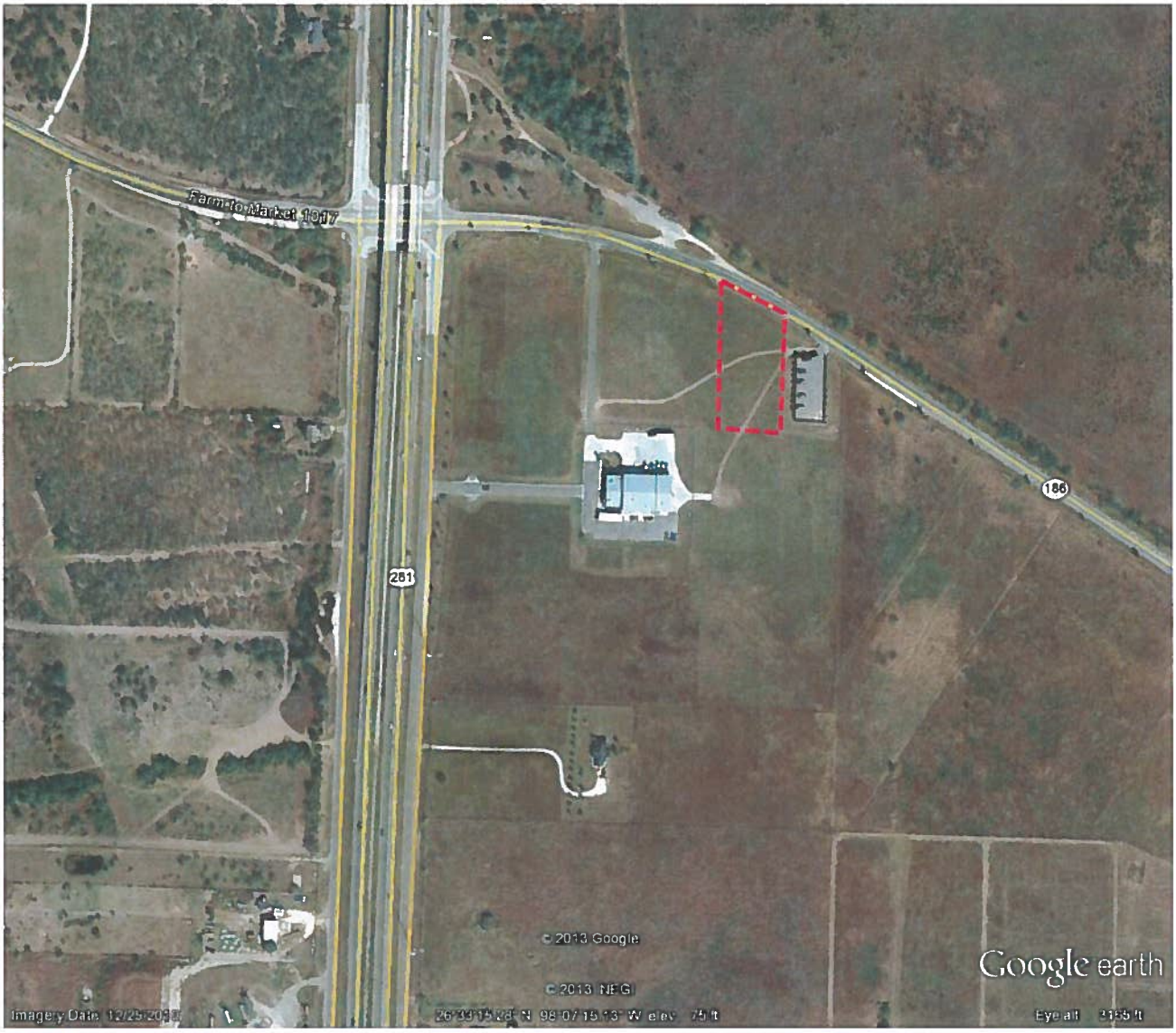
## PROPERTY RIGHTS APPRAISED

This appraisal requires a review of the rights to title that may be legally owned. The property rights appraised in this report are based on the fee simple estate

## PERSONAL PROPERTY

No personal property was included nor indicated as per scope of the assignment.

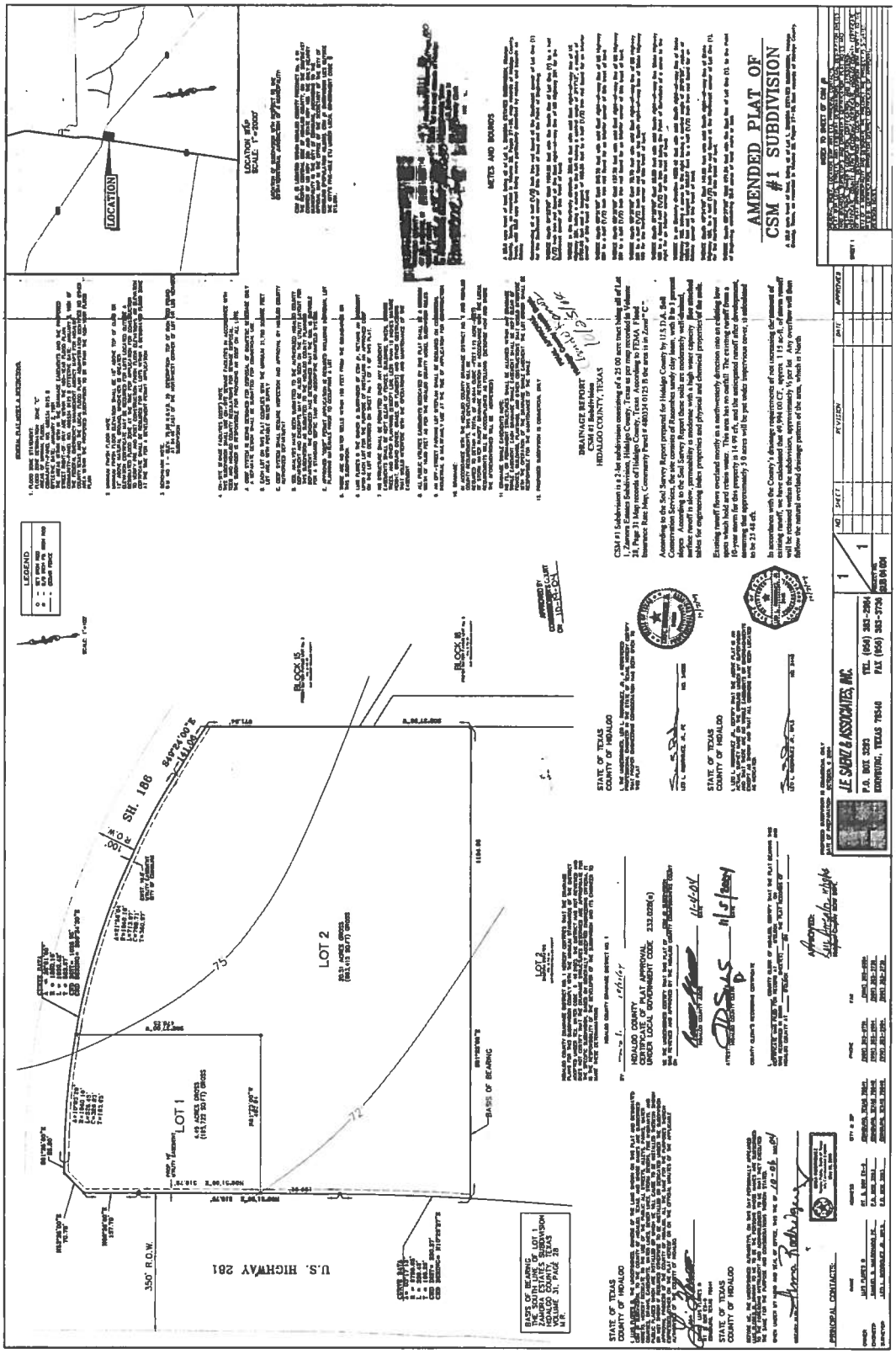
# Aerial Map


Farm to Market 1017
281
186
© 2013 Google
© 2013 NEG
Google earth

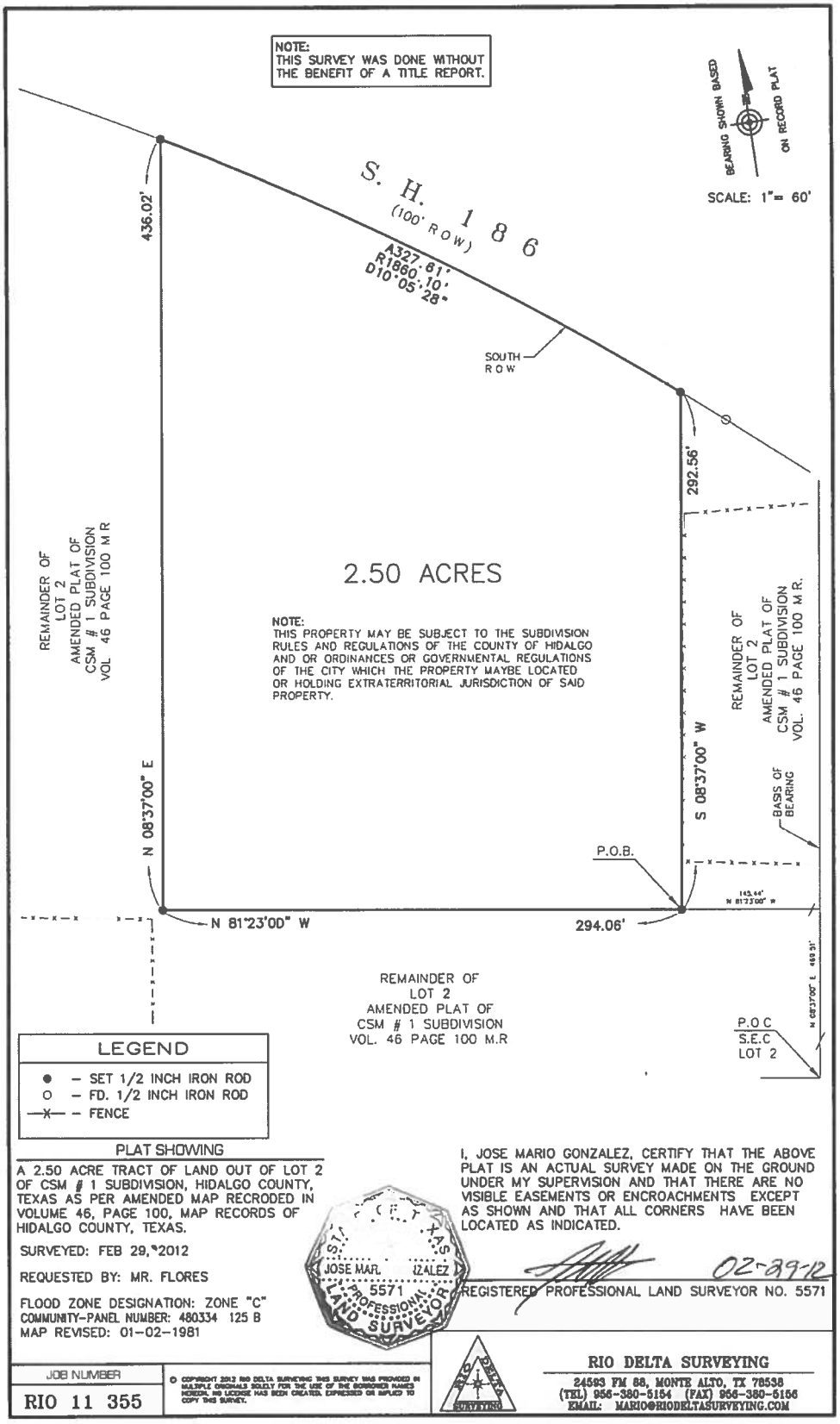
# Market Area Map



# Subdivision of Parent Tract



# Survey of Part To Be Acquired



## SITE DESCRIPTION

The subject property is a 2.50 acre tract of land located along the south side of State Highway 186 approximately 0.10 miles east of US Highway 281 within the Community of Linn, Texas. The subject property at the time of on-site inspection is a vacant tract of land of which is currently part of a larger 20.51 acre tract of land as indicated by property tax identification no. C9545-01-000-0002-00 of the Hidalgo County Appraisal District. The part to be acquired by the County of Hidalgo is a tract of land located adjacent to the existing County Collection Site. The parent tract is located with a master planned subdivision of which is currently under the ownership of LPJ Family Limited Partnership, currently doing business as Chorizo de San Manuel. This parent tract contains the light industrial building utilized for the production and distribution of food products under the Chorizo de San Manuel brand and other subsidiaries. This development is an indication of the overall highest and best use of the subject tract which since municipal zoning is not applicable shall be for a mixed commercial type of development. The tract has approximately 327.61' lineal feet of frontage along SH 186 and is an irregular tract of land of which the western depth is 436.02' and an eastern depth of 292.56'. Due to the rural location of the subject property and the proximity to several developments including but not limited to Chorizo de San Manuel Processing Plant, Brewster Elementary School and Los Venados Subdivision the subject property can have a variety of highest and best uses of which are not limited to single family residential to light commercial to light industrial is physically possible on-site.

## LEGAL DESCRIPTION

A 2.50 acre tract of land out of the CSM No. 1 (Amended Lot 2), Map Records in the Office of the County Clerk of Hidalgo County, Texas as per amended map recorded in Volume 46, Page 100, Map records of Hidalgo County, Texas.

| | |
|---|---|
| Gross Land Size | 2.50 Acres<br>108,900 Square Feet |
| Frontage | 327.61' lineal feet |
| Topography | Appears Level - Typical of Market Area |
| Perimeter Fencing | None Indicated On-Site |
| Easements / Encroachments | No adverse easements nor improvements indicated as per survey dated February 29,2012 |

## OFF-SITE IMPROVEMENTS / DRAINAGE & ROADWAY IMPROVEMENTS

The subject property is located in a region of northern Hidalgo County of which contains potable water, phone and electrical service. The subject area has limited rural drainage. No curb and gutter is evident along SH 186.

## SALES HISTORY

This appraiser has examined the history of the subject property and has found the following: According to the Hidalgo County Appraisal District, the subject property has been in the name of LPJ Family Limited Partnership. According to Warranty Deed with Vendors Lien the subject was transferred from Vicky I. et al Flores (Grantor) to LPJ Family Limited Partnership (Grantee) on December 28, 2012. Prior to this transaction the property was transferred from Affidavit of Heirship from Luis Flores Jr. and Vicky Flores on April 24, 2005.

## MUNICIPAL ZONING

The subject property is located in a rural area of northern Hidalgo County of which is outside the jurisdiction of the closest municipality of which recognizes or contains a zoning ordinance, City of Edinburg. Since the subject lies outside the city limits of Edinburg, no municipal zoning ordinance is identified for the subject property.

**PROPERTY TAX ASSESSMENT**

During the analysis of the subject property, the real property tax information was gathered from the Hidalgo County Appraisal District. The following information was verified as per the date of this report thru the districts web site www.hidalgoad.org, which is updated regularly. In addition to the assessed valuation, the history is also researched to indicate if any past due taxes are outstanding. The subject property is part of a larger tract assessed by the Hidalgo County Appraisal District of which includes a processing plant of which indicates an assessed value of $1,096,818. See following pages for the results of the property tax assessment worksheets of the subject property.

## Hidalgo CAD

### Property Search Results > 685474 LPJ FAMILY LIMITED PARTNERSHIP for Year 2013

#### Property

**Account**

| | | | |
|---|---|---|---|
| Property ID: | 685474 | Legal Description: | CSM #1 (AMENDED Lot 2 |
| Geographic ID: | C9545-01-000-0002-00 | Agent Code: | |
| Type: | Real | | |
| Property Use Code: | | | |
| Property Use Description | | | |

**Location**

| | | | |
|---|---|---|---|
| Address: | 36080 N HWY 281<br>TX | Mapsco: | |
| Neighborhood | CSM #I | Map ID: | 13C VOL 46 PG 100 (A |
| Neighborhood CD | C954501 | | |

**Owner**

| | | | |
|---|---|---|---|
| Name: | LPJ FAMILY LIMITED PARTNERSHIP | Owner ID: | 996779 |
| Mailing Address: | 36080 N HWY 281<br>EDINBURG, TX 78542 | % Ownership: | 100.0000000000% |
| | | Exemptions: | |

#### Values

| | | | | |
|---|---|---|---|---|
| (+) Improvement Homesite Value: | + | $0 | | |
| (+) Improvement Non-Homesite Value: | + | $828,137 | | |
| (+) Land Homesite Value: | + | $0 | | |
| (+) Land Non-Homesite Value: | + | $42,444 | Ag / Timber Use Value | |
| (+) Agricultural Market Valuation: | + | $226,237 | $7,202 | |
| (+) Timber Market Valuation: | + | $0 | $0 | |
| (=) Market Value: | = | $1,096,818 | | |
| (–) Ag or Timber Use Value Reduction: | – | $219,035 | | |
| (=) Appraised Value: | = | $877,783 | | |
| (–) HS Cap: | – | $0 | | |
| (=) Assessed Value: | = | $877,783 | | |

#### Taxing Jurisdiction

Owner: LPJ FAMILY LIMITED PARTNERSHIP
% Ownership: 100.0000000000%
Total Value: $1,096,818

| Entity | Description | Tax Rate | Appraised Value | Taxable Value | Estimated Tax |
|---|---|---|---|---|---|
| CAD | APPRAISAL DISTRICT | 0.000000 | $877,783 | $877,783 | $0.00 |
| DR2 | DRAINAGE DISTRICT #2 | 0.000000 | $877,783 | $877,783 | $0.00 |
| FD3 | EMS DIST #03 | 0.030000 | $877,783 | $877,783 | $263.33 |
| GHD | HIDALGO COUNTY | 0.590000 | $877,783 | $877,783 | $5,178.92 |
| JCC | SOUTH TEXAS COLLEGE | 0.150700 | $877,783 | $877,783 | $1,322.82 |
| R01 | ROAD DIST 01 | 0.000000 | $877,783 | $877,783 | $0.00 |
| SEB | EDINBURG ISD | 1.239800 | $877,783 | $877,783 | $10,882.75 |
| SST | SOUTH TEXAS SCHOOL | 0.049200 | $877,783 | $877,783 | $431.87 |

| | | | |
|---|---|---|---|
| Total Tax Rate: | 2.059700 | | |
| | | Taxes w/Current Exemptions: | $18,079.69 |
| | | Taxes w/o Exemptions: | $18,079.70 |

## Improvement / Building

**Improvement #1:** COMMERCIAL **State Code:** E1 **Living Area:** 14684.0 sqft **Value:** $828,137

| Type | Description | Class CD | Exterior Wall | Year Built | SQFT |
|---|---|---|---|---|---|
| OFF | OFFICE | 102 | STU | 2005 | 4944.0 |
| CAN | CANOPY | 102 | | 2005 | 44.0 |
| WHS | WAREHOUSE | 102 | | 2005 | 9740.0 |
| STG | STORAGE | 102 | | 2005 | 2805.0 |
| DLR | LOADING RAMP | 102 | | 2005 | 552.0 |
| CLF | CHAIN LINK FENCE | * | | 2005 | 2708.0 |
| ASP | ASPHALT | 102 | | 2005 | 56087.0 |
| CON | CONCRETE | 102 | | 2005 | 37233.0 |
| FRZ | FREEZER | 102 | | 2005 | 2205.0 |
| CAN | CANOPY | * | | 2011 | 1750.0 |
| CAN | CANOPY | * | | 2011 | 230.0 |

## Land

| # | Type | Description | Acres | Sqft | Eff Front | Eff Depth | Market Value | Prod. Value |
|---|---|---|---|---|---|---|---|---|
| 1 | H | 1WETFARM | 17.2700 | 752281.20 | 0.00 | 0.00 | $226,237 | $7,202 |
| 2 | AC | ACREAGE | 3.2400 | 141134.40 | 0.00 | 0.00 | $42,444 | $0 |

## Roll Value History

| Year | Improvements | Land Market | Ag Valuation | Appraised | HS Cap | Assessed |
|---|---|---|---|---|---|---|
| 2013 | $828,137 | $268,681 | 7,202 | 877,783 | $0 | $877,783 |
| 2012 | $833,177 | $268,681 | 7,202 | 882,823 | $0 | $882,823 |
| 2011 | $841,498 | $268,681 | 6,925 | 890,867 | $0 | $890,867 |
| 2010 | $807,361 | $268,681 | 6,977 | 856,782 | $0 | $856,782 |
| 2009 | $809,966 | $268,681 | 7,236 | 859,646 | $0 | $859,646 |
| 2008 | $904,354 | $205,100 | 7,236 | 943,990 | $0 | $943,990 |
| 2007 | $906,960 | $205,100 | 6,891 | 946,251 | $0 | $946,251 |
| 2006 | $892,145 | $205,100 | 6,908 | 931,453 | $0 | $931,453 |
| 2005 | $0 | $205,100 | 0 | 205,100 | $0 | $205,100 |

## Deed History - (Last 3 Deed Transactions)

| # | Deed Date | Type | Description | Grantor | Grantee | Volume | Page | Deed Numbe |
|---|---|---|---|---|---|---|---|---|
| 1 | 12/28/2012 12:00:00 AM | SWD | SPEC. W/D | FLORES VICKY I E | LPJ FAMILY LIMITE | | | 236987 |
| 2 | 1/30/2007 12:00:00 AM | TRD | TRUSTEES DEED | FLORES VICKY I E | | | | |
| 3 | 4/24/2005 12:00:00 AM | AOH | AFFIDAVIT OF HEIRSHIP | FLORES LUIS JR & | FLORES VICKY I E | | | 145417 |

## Tax Due

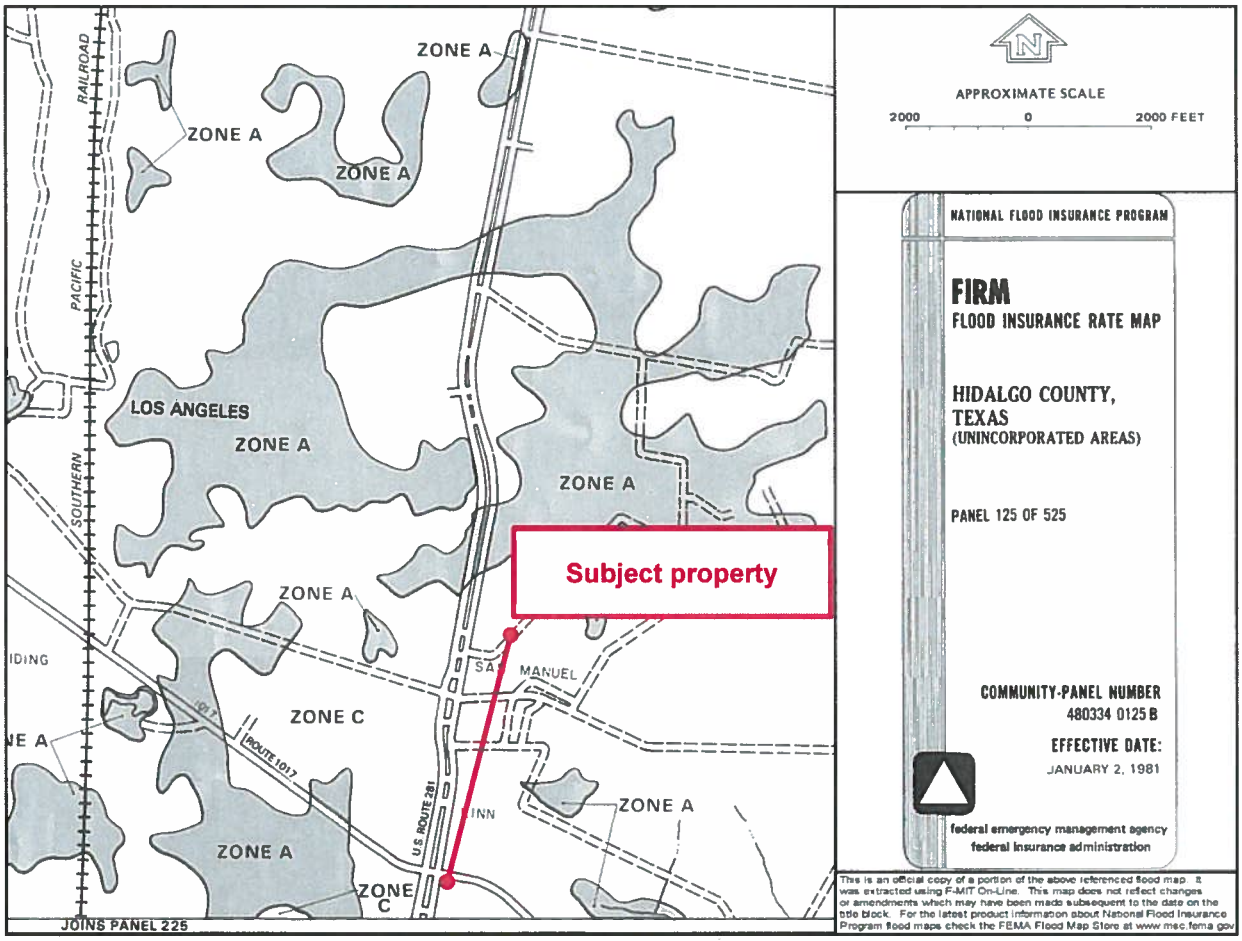
## FLOOD ZONE MAP

Federal Emergency Management Agency map indicated the subject property to lie within the following flood zone designation:

**Zoning Designation*** _____**Zone C**

During the physical inspection of the subject property, there were no indications of low-lying areas indicating possible flooding situations. However, the subject property is located within the Lower Rio Grande Valley, which is susceptible to hurricanes deriving from the Gulf of Mexico, which can create an adverse amount of rainfall within a small period of time resulting in flash flooding. In reviewing the flood map designated for the market area, it was indicated that the subject property is not located within a flood prone area.

**See addendum page for further explanation of the various flood zone designations.*



## HIGHEST AND BEST USE ANALYSIS

The highest and best use of the site both "as vacant" and "as if improved" are analyzed in order to determine if the existing improvements conform to the highest and best utilization of the land. Four tests have been applied in order to determine highest and best use. The tests include: (1) physically possible use, (2) legally permissible use, (3) financially feasible use and (4) maximally productive use. The highest and best use is further defined as follows:

> *"Among all reasonable, alternative uses, the use that yields the highest present land value, after payments are made for labor, capital, and coordination. The use of a property based on the assumption that the parcel of land is vacant or can be made vacant by demolishing any improvements." Definitions are from The Dictionary of Real Estate Appraisal. 3rd Edition Chicago: Appraisal Institute, 1993*

The highest and best use analysis for the subject property is based on the site "As Vacant". Based on the on-site inspection of the subject property on March 12, 2013, no structural improvements or site improvements were indicated on-site of which had any contributory value to the subject property.

*Legally Permissible*

The subject property is located within the County of Hidalgo and outside the city limits of the City of Edinburg. Since the subject is not subject to municipal zoning a variety of uses and or developments are legally permissible on-site as per date of appraisal.

*Physically Possible*

The subject consists of 2.50 acres and is irregular in shape and contains approximately 327.61' lineal feet of frontage along SH 186. With the direct access to a public road way and the overall depth of the subject property, a variety of uses from single family residential to light commercial to light industrial is physically possible on-site.

*Financially Feasible*

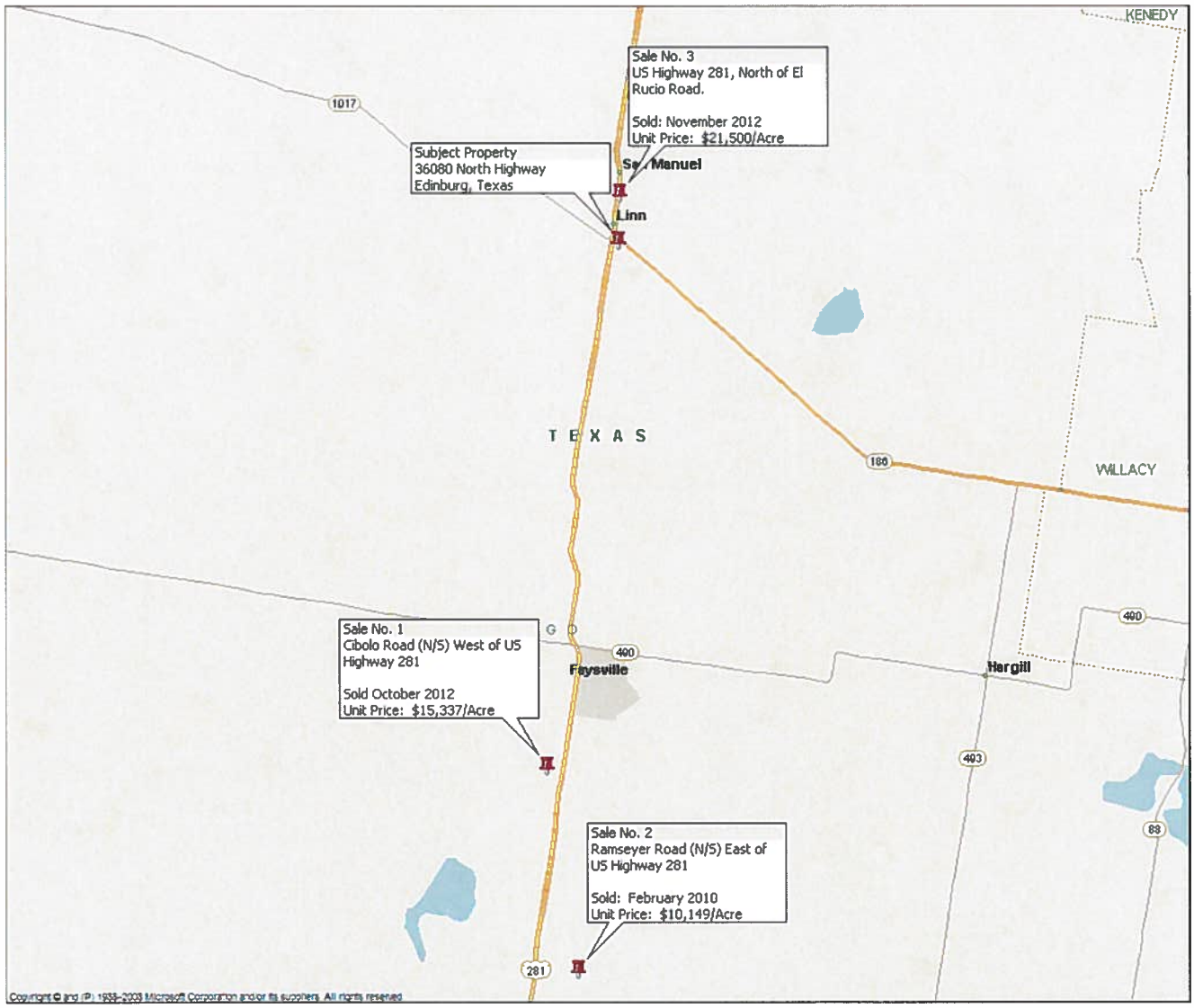
The financially feasible use of the subject site examines the possible uses of the site remaining after elimination of any uses which are not physically or legally permissible. Given the rural location along SH-186, and the limited traffic in the area, and the limited growth in the area, single family residential use and or light industrial use does not seem to be a financially feasible use as per date of appraisal. Due to the location and surrounding land uses, the financially feasible use of the property is for expansion of the existing processing plant and or the government use of the tract to the east of the subject property.

*Maximally Productive*

The subject property is currently not developed nor being utilized for any economic use as per date of appraisal. Based on the lack of zoning of the subject property and the surrounding use of property, the subject is not in its maximally productive state as vacant. However, based on the rural location, development on-site would be limited to either expansion of the existing processing plant and or expansion of the governmental type uses as located to the east of the subject property.

# Comparable Land Sales

The following land sales were derived from a multitude of sources of which include the a local multiple listing service, appraisal district public information, deed records and other appraisers and Realtors in the Lower Rio Grande Valley. These sales are verified with at least two sources and are deemed reliable as of the date of this report. Other sales may have been identified in the area, however, if all information cannot be verified as per date of the report they may only be mentioned but not heavily weighted in the overall analysis of the subject property. Due to the level of sales occurring in recent years, comparable listings may be added to the list of comparable sales in order for the reader to understand what other properties are current asking for their properties in the immediate market area. These listing are for demonstrative purposes only and are not utilized in the direct weighted analysis of the subject property.



*Land Sale No. 1*




| | |
|---|---|
| Type of Property: | Vacant Land |
| Date of Sale: | October 25, 2010 |
| Confirmation: | MLS A139687S |
| Physical Location: | Cibolo Road, Approximately 0.37 Miles West of US Highway 281, Hidalgo County, Texas |
| Sales Price: | $ 75,000 |
| Unit Sales Price: | $ 15,337 / Acre |
| Size of Tract: | 4.89 Acres |
| Grantor: | Carlos Barreiro |
| Grantee: | Mario Alberto Arevalo |
| Terms & Conditions: | Cash To Seller |
| Legal Description: | A 4.89 Acre tract of land out of Block 23 of the Baker Subdivision of the Cucharia Tract, Hidalgo County, Texas. |
| Recording Information: | Document No. 2149796, Hidalgo County Deed Records, Hidalgo County, Texas |

## *Land Sale No. 2*




| | |
|---|---|
| Type of Property: | Vacant Land |
| Date of Sale: | February 9, 2010 |
| Confirmation: | MLS A125907s |
| Physical Location: | Ramseyer Drive (N/S), 0.64 Miles East of US Highway 281, Hidalgo County, Texas. |
| Sales Price: | $68,000 |
| Unit Sales Price: | $10,149 / Acre |
| Size of Tract: | 6.70 Acres |
| Grantor: | Curtis Brown |
| Grantee: | Rosendo A. Ramirez |
| Terms & Conditions: | Cash To Seller |
| Legal Description: | A 7.08 acre tract of land more or less, out of Lot 8, Block 36, Santa Cruz Gardens Unit No. 2, Hidalgo County, Texas. |
| Recording Information: | Document No. 2010-2075151, Hidalgo County Deed Records, Hidalgo County, Texas. |

*Land Sale No. 3*




| | |
|---|---|
| Type of Property: | Vacant Land |
| Date of Sale: | October 12, 2012 |
| Confirmation: | MLSA158803 |
| Physical Location: | US Highway 281 (E/S) Approximately 0.25 Mile North of El Rucio Road, Linn/San Manuel, Texas. |
| Sales Price: | $ 21,500 |
| Unit Sales Price: | $20,476 / Acre |
| Size of Tract: | 1.05 Acres |
| Grantor: | Brian Garcia & Amanda Garcia |
| Grantee: | Albertico & Dra. Melendez |
| Terms & Conditions: | Cash To Seller |
| Legal Description: | A 1.05 acre tract of land being out of a portion of Tract 76, San Salvador Del Tule Grant as recorded in Volume 331, Page 359, Deed Records, Hidalgo County, Texas. |
| Recording Information: | Document No. 2012-2358877, Hidalgo County Deed Records, Hidalgo County, TX |

## *Comparable Land Sales Analysis*

| | SALES PRICE | SIZE OF TRACT (SF) | SIZE OF TRACT (AC) | UNIT PRICE | DATE OF SALE |
|---|---|---|---|---|---|
| SALE No. 1 | $ 75,000 | 213,008 | 4.89 | $ 15,337 / Acre | October 25, 2010 |
| SALE No. 2 | $ 68,000 | 291,852 | 6.70 | $ 10,149 / Acre | February 9, 2010 |
| SALE No. 3 | $ 21,500 | 45,738 | 1.05 | $ 20,476 / Acre | October 12, 2012 |

| | SUBJECT | SALE No. 1 | | SALE No. 2 | | SALE No. 3 | |
|---|---|---|---|---|---|---|---|
| SALE PRICE | | $ 75,000 | | $ 68,000 | | $ 21,500 | |
| UNIT PRICE | | $ 15,337 / Acre | | $ 10,149 / Acre | | $ 20,476 / Acre | |
| FINANCING TERMS | Conventional | Cash | 0% | Cash | 0% | Cash | 0% |
| CONDITIONS OF SALE | Arm's Length | Arm's Length | 0% | Arm's Length | 0% | Arm's Length | 0% |
| TIME / MARKETING COND. | Average | Similar | 0% | Similar | 0% | Similar | 0% |
| LOCATION | SH 186, East of US Highway 281 | Cibolo Road, West of US-281 | 30% | Ramseyer Road East of US-281 | 40% | US Highway 281, North of El Rucio Road | 0% |
| STREET ACCESS | Average | Similar | 0% | Similar | 0% | Similar | 0% |
| SITE UTILITY (Corner/Interior) | Interior Tract | Similar | 0% | Similar | 0% | Similar | 0% |
| UTILITIES: | Water / Electric / Phone | Similar | 0% | Similar | 0% | Similar | 0% |
| SIZE ADUSTMENT (SF) | 2.50 Acres | 4.89 Acres | -5% | 6.70 Acres | 0% | 1.05 Acres | -10% |
| TOTALS | | $ 3,834.25 | 25% | $ 4,059.60 | 40% | $ (2,047.60) | -10% |
| ADJUSTED UNIT RATE | | $ 19,171 / Acre | | $ 14,209 / Acre | | $ 18,428 / Acre | |

| | |
|---|---|
| MEAN UNIT RATE | $ 17,269 / Acre |
| SELECTED UNIT RATE | $ 18,500 / Acre |
| APPRAISED MARKET VALUE | $ 46,250 |

The subject is located in a rural area of northern Hidalgo County of which limited sales have occurred within the past five years. Based on the limited sales in the area, three comparable sales were located of which had similar size, use, and proximity to US Highway 281 within the region of the County. Based on the analysis of each of the comparables and applying the applicable adjustments to each sale in direct comparison to the subject property a range in value of $14,209 per acre to $19,171 per acre is indicated. Due to the location and proximity and visibility to the intersection of US Highway 281 and State Highway 186 a unit rate at the upper end of the adjusted range was indicated for the subject property, $18,500 / Acre. Therefore, the overall market value of the subject property is indicated to be $46,250 for the 2.50 acres indicated to be the subject of this report.

## Qualifications of Appraiser


### Leonel Garza III
**State Certified General Real Estate Appraiser**
1419 Dove Avenue, McAllen, Texas 78504
Phone: (956) 687-7295 Fax: (956) 687-9236
Email: leonel3@garza-associates.com


### Company

Leonel Garza III has been a real estate appraiser since 1998 of which he carries the General Certification License (TX-1328373-G). Mr. Garza was originally trained by Leonel Garza Jr. from 1995 to 1998. Upon his passing, Leonel Garza III established Leonel Garza Jr. & Associates LLC. This company handles a variety of real estate consulting services. The primary business of this firm is to provide real estate appraisal services and appraisal litigation support services with a focus on General Commercial Real Estate, Estate Valuations, Right-of-Way/Easement Acquisition & Defense.

A second division of the company is to provide Real Property Tax Consultation. The purpose of this division is to aid the client in the verification of proper assessment of property tax promulgated by the Texas Property Tax Code.

### Work Experience

***Banking Institution***
International Bank of Commerce, Inter National Bank, Lone Star National Bank, BBVA (Former Texas State Bank, Rio Bank, South Texas Community Bank, Frost Bank and others the Rio Grande Valley and throughout Texas.

***Local, State & Federal Government Institutions***
Texas Department of Transportation (TxDOT), Texas Attorney General's Office, Federal Aviation Division, US Marshal Service, and Texas Parks & Wildlife.

*Local Government Agencies (Include but not limited to the Cities of McAllen, Edinburg, Pharr, San Juan, Alamo, Mercedes, Brownsville, Edcouch, Rio Grande City, Roma, Laredo, Eagle Pass, Falfurrias, Mission, Hidalgo, Donna and Weslaco)*

Various Cities throughout Hidalgo, Cameron, Starr, Brooks and Webb County. Other agency's include various right-of-way divisions throughout the Rio Grande Valley and several northern areas including the City of Laredo, City of Falfurrias and several road projects in the City of Corpus Christi, Texas.

**Right-of-Way Division**
The Right-of-Way Division of the firm conducts Real Estate Appraisals for various local and government agencies throughout South Texas. These reports conform to the Texas Department of Transportation A-5 & A-6 Formats of which also utilized for LPA's (Local Participating Agencies). Leonel Garza III has undergone extensive training in this field of work over the past 13 years of which specialize in acquisitions concerning diminution of market value and or property bi-sections. ROW experience extends to various types of acquisitions including, but not limited to, expansion of existing roadways, development of new roadways, utility easements, drainage or irrigation easements, damage assessment, cost to cure, relocation assistant research, budget analysis, condemnation hearing and trial support. This division has produced well over 1,000 reports over the years with the single largest project being approximately 150 parcel project covering two counties. Counties of which ROW work has been performed include, Brooks, Cameron, Hays, Hidalgo, Nueces, Starr, Webb and Willacy County

## Education

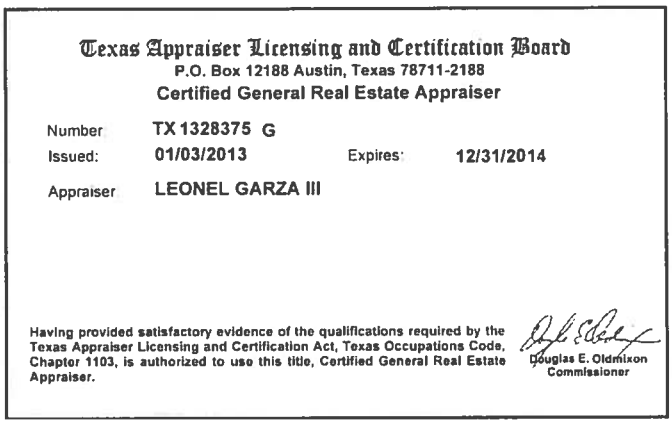
Graduate, 1995, Texas A&M University, College Station, Texas (Bachelor of Science in Biomedical Science)

Graduate, 1991 McAllen Memorial High School, McAllen, Texas

## Licenses

**State Certified General Real Estate Appraiser**
Number TX - 1328375-General
Licensed Since December 31, 1998
Expires: December 31, 2014 (Active)

**State Certified Property Tax Consultant**
Number TX – 00003181
Licensed Since May 20, 2002
Expires: June 16, 2012 (Active)



Texas Appraiser Licensing and Certification Board
P.O. Box 12188 Austin, Texas 78711-2188
Certified General Real Estate Appraiser

Number TX 1328375 G
Issued: 01/03/2013 Expires: 12/31/2014
Appraiser LEONEL GARZA III

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title, Certified General Real Estate Appraiser.

Douglas E. Oldmixon
Commissioner

## Public Service Organizations

**Associate Member of the Appraisal Institute**
Taking courses toward the designation of MAI through the Appraisal Institute.

**National Association of Master Appraisers**
Designated as a Master Senior Appraiser in 2006 by the national Association of Master Appraisers. This designation is obtained thru educational requirements and experience.

**Associate Member of the International Right of Way Association (IRWA) (Member # 7899430)**

**Chairman of the City of McAllen Planning and Zoning Board (Active Member)**
This board is charged with submitting reports, plans, and recommendations to the City Commission for the orderly growth, development, and welfare of the City. They review and make recommendations on zoning change requests, conditional use permits for longer than one year, and variances to Subdivision Ordinance requirements for development.

**Chairman of the Hidalgo County Subdivision Advisory Board (Active Member)**
This county board on subdivision reviews primary goal is to ensure that proper standards, set by Texas Water Development Board and the Texas Subdivision Model Rules and or opinions from the Texas State Attorney General's Office, are conducted in the development of proposed subdivision within the County of Hidalgo and or Extraterritorial Jurisdiction of municipalities throughout the County of Hidalgo. The board's secondary function is to review applications for variances against the Flood Plain Administrators decisions of the base flood elevations throughout the County of Hidalgo. (Appointed in 1998 – Present)

**Chairman of the Hidalgo County Building Line of Adjustments (Active Member)**
This county board reviews applications of variances to general set-back regulations set forth by the County of Hidalgo. This review includes the review of existing and or proposed encroachments into set-backs, easements, road right-of-way set-back, subdivision plat requirements and or requirements set forth by adjoining municipalities of which the subject is within the extraterritorial jurisdiction.

**Member of The McAllen Traffic Commission Board (Active Member)**
Makes recommendations to the City Commission in order to reduce and eliminate traffic congestion and flow throughout the City.

**Member of The McAllen Palm City Lions Club (Active Member)**
Direct the fund raising for the annual Thanksgiving Drive on behalf of Lion Leonel Garza Jr. who founded the drive more than 20 years ago. In 2006, the club raised funds to feed 60 families throughout the City of McAllen.

**Former Chairman of the City of McAllen Zoning Board of Adjustments and Appeals**
This city board has the duty to hear and decide appeals where it is alleged there is error in any requirement, or determination made administratively in the enforcement of the Zoning Ordinance. The Board hears appeals that grant variances to setback requirements and special exceptions to reconstruction of nonconforming buildings.

**Former Vice Chairman of the City of McAllen Ambulance Advisory Committee**
Evaluates and reports to the City Commission on the operation of the emergency ambulance service rendered by company or companies rendering such service.

**Former Member of the City of McAllen Building Board of Adjustments and Appeals**
The BBOA reviews the decision of City Staff for the demolition of properties deemed unsafe through the City for a variety of reasons. The board review all facts and concerns and make the decision to secure or proceed with demolition based upon the safety of the neighboring property owners and occupants. The greatest concern for the commission is the safety of the surrounding neighborhood occupants.

**Former Member of the Pharr Municipal Park Charter Committee**
Appointed in 1998-1999, our goal was to establish a 103 acre master planned recreational park to the City of Pharr during our membership with the City of Pharr Leadership Class X.

**DENNIS E. HENDRIX**
*Attorney at Law*

March 7, 2013

Joseph Palacios
Commissioner, Precinct No. 4
1051 N. Doolittle Road
Edinburg, Texas, 78542

Re: Proposed Emergency Services Facility, San Manuel Area

Gentlemen:

Enclosed you will find an executed, notarized Warranty Deed in favor of Hidalgo County, Texas transferring ownership of 2.50 acres of land for the purpose of providing a site for erection of a multipurpose facility to be used for emergency services.

You are authorized to present the same to the Hidalgo County Commissioners Court for their acceptance and, subsequently, recording among the Official Records of Hidalgo County, Texas.

Should you have any questions, please feel free to call me.

Yours truly,

Dennis E. Hendrix

CC: Vicky Flores

200 North 12th Avenue, Suite 202, Edinburg, Texas 78541
Tel. (956) 381-8495 • Fax (956) 381-4435 • *dehendrixatty@aol.com*

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL 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 DRIVER'S LICENSE NUMBER.**

**General Warranty Deed**

**Date:** March 1, 2013

**Grantor:** LPJ Family Limited Partnership, Luis Flores, III, joined proforma by my spouse, Dora Flores, Patricia Lamar De Los Santos, joined proforma by my spouse, Michael De Los Santos, and Jaime Javier Flores, joined proforma by my spouse, Melissa Flores.

**Grantor's Mailing Address:**

LPJ Family Limited Partnership
36080 N. US Highway 281
Edinburg, TX 78542
Hidalgo County

Luis Flores, III and Dora Flores
36080 N. US Highway 281
Edinburg, TX 78542
Hidalgo County

Patricia Lamar De Los Santos and Michael De Los Santos
36080 N. US Highway 281
Edinburg, TX 78542
Hidalgo County

Jaime Javier Flores and Melissa Flores
36080 N. US Highway 281
Edinburg, TX 78542
Hidalgo County

**Grantee:** County of Hidalgo, Texas

**Grantee's Mailing Address:**

c/o Hidalgo County Judge, Ramón Garcia
1615 S. Closner Ste. J
Edinburg, Texas 78539
Hidalgo County

**Consideration:**

Intended use: Grantor is conveying the property to Grantee with the understanding that it will be used for the establishment of a multipurpose facility to be used for emergency services, including but not limited to a facility for the establishment of a fire fighting department and ambulance services and for the storage of related equipment and supplies necessary to provide an emergency response to the community.

**Property (including any improvements):**
A 2.50 acre tract of land, out of Lot 2 of the CSM#1 Subdivision, Hidalgo County, Texas as per amended map recorded in Volume 46, Page 100 Map Records of Hidalgo County, Texas, said 2.50 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a ½" iron rod found at the Southeast corner of Lot 2, THENCE North 08° 37' 00" East, with the East line of said Lot 2, a distance of 469.51 feet; THENCE North 81° 23' 00" West, a distance of 145.44 feet to a ½ " iron rod set for the Southeast corner of this tract of land and the POINT OF BEGINNING;

THENCE North 81° 23' 00" West, a distance of 294.06 feet to a ½" iron rod set for the Southwest corner of this tract of land;

THENCE North 08° 37' 00" East, a distance of 436.02 feet to a ½" iron rod set at the South right-of-way line of S.H. 186 for the Northwest corner of this tract of land;

THENCE with said South right-of-way being a curve to the right having a Radius of 1860.10 feet, a Delta Angle of 10° 05' 28", an and Arc Length of 327.61 feet to a ½" iron rod set for the Northeast corner of this tract of land;

THENCE South 08° 37' 00" West, a distance of 292.56 feet to the POINT OF BEGINNING, containing 2.50 acres of land more or less, **SAVE AND EXCEPT** for Grantor and Grantor's heirs, successors, and assigns forever, a reservation of all oil, gas, and other minerals in and under and that may be produced from the Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it.

**Reservation to Conveyance**:
Right of Reverter: Grantor retains the right of reverter, i.e. the right to have the title revert to the Grantor, upon the happening of any of the following situations:

1. Where the property is used for any purpose other than the establishment, housing and training of a fire department and/or emergency services for the San Manuel area, and may NOT be sold;
2. In the event that, construction of the necessary buildings, are not commenced within two (2) years and they are not substantially completed within three (3) years from the date of this conveyance; and
3. The area and the facilities located thereon shall be named in the honor of Luis Flores, Jr.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

This instrument was prepared based on information furnished by the parties, and no independent title search has been made.

LPJ Family Limited Partnership
A Texas Limited Partnership
By: VIFlores, LLC
A Texas Limited Liability Company

Vicky I. Flores

By: Vicky I. Flores, Member Manager

Luis Flores, III

Dora Flores

Patricia Lamar De Los Santos

Michael De Los Santos

Jaime Javier Flores

Melissa Flores

STATE OF TEXAS )
COUNTY OF HIDALGO )

This instrument was acknowledged before me on March 1, 2013, by Vicky I. Flores as Manager Member of VIFlores, LLC on behalf of LPJ Limited Partnership, a Texas Limited Partnership.




Notary Public, State of Texas

STATE OF TEXAS )
COUNTY OF HIDALGO )

This instrument was acknowledged before me on March 6, 2013, by Luis Flores, III.




Notary Public, State of Texas

STATE OF TEXAS )
COUNTY OF HIDALGO )

This instrument was acknowledged before me on March 6, 2013, by Dora Flores.




Notary Public, State of Texas

STATE OF TEXAS )
COUNTY OF HIDALGO )

This instrument was acknowledged before me on March 6, 2013, by Patricia Lamar De Los Santos.




Notary Public, State of Texas

STATE OF TEXAS )
COUNTY OF HIDALGO )

This instrument was acknowledged before me on March 6, 2013, by Michael De Los Santos.

Notary Public, State of Texas

STATE OF TEXAS )
COUNTY OF HIDALGO )

This instrument was acknowledged before me on March 6, 2013, by Jaime Javier Flores.

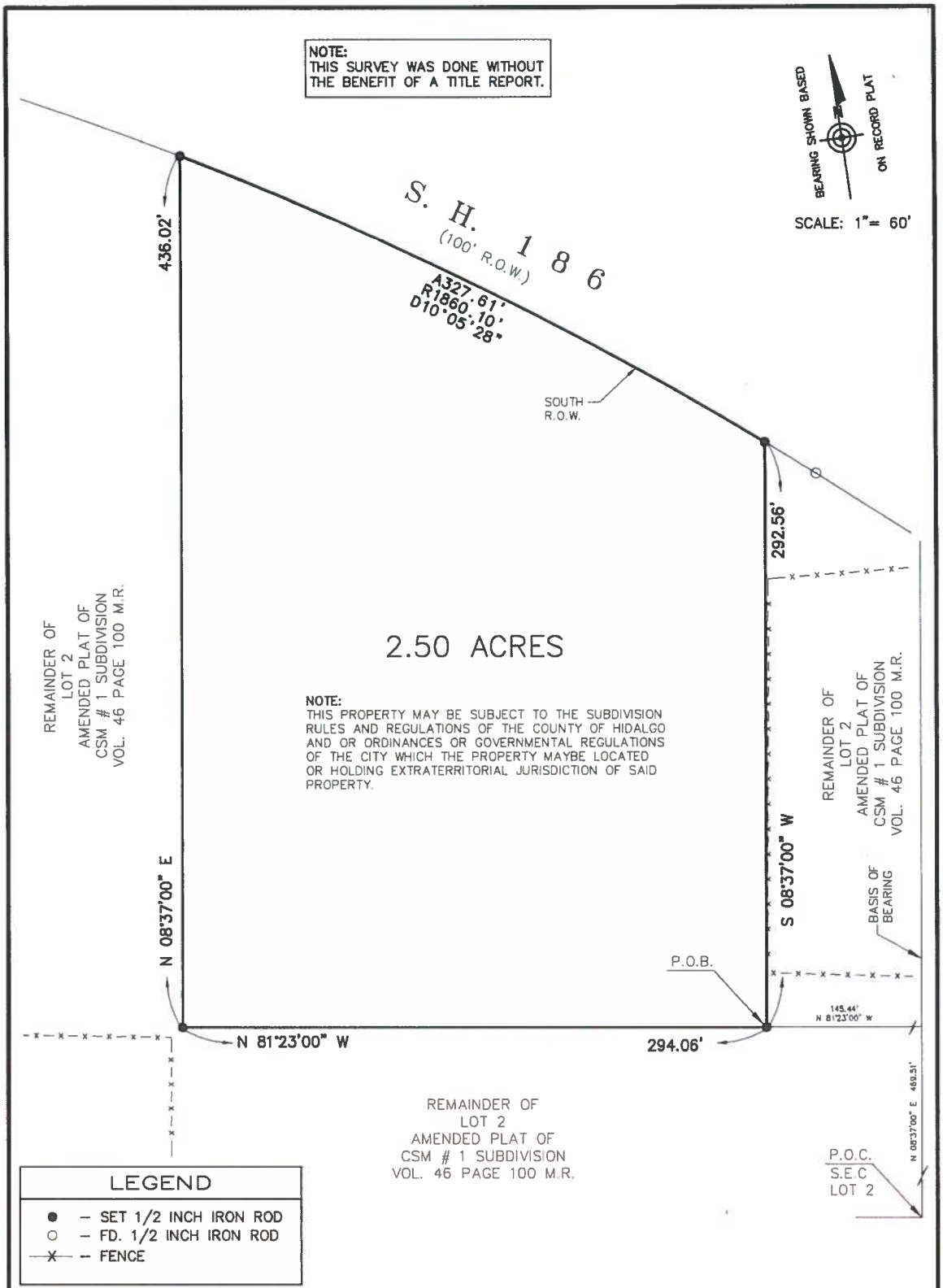
Notary Public, State of Texas

STATE OF TEXAS )
COUNTY OF HIDALGO )

This instrument was acknowledged before me on March 6, 2013, by Melissa Flores.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF AND
AFTER RECORDING RETURN TO:
DENNIS E HENDRIX
Attorney at Law
200 N. 12th St., Ste. 202
Edinburg, Texas 78541
Tel: (956) 381-8495/Fax: (956) 381-4435




## LEGEND

- ● – SET 1/2 INCH IRON ROD
- ○ – FD. 1/2 INCH IRON ROD
- —x— – FENCE

PLAT SHOWING

A 2.50 ACRE TRACT OF LAND OUT OF LOT 2 OF CSM # 1 SUBDIVISION, HIDALGO COUNTY, TEXAS AS PER AMENDED MAP RECRODED IN VOLUME 46, PAGE 100, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

SURVEYED: FEB 29, 2012

REQUESTED BY: MR. FLORES

FLOOD ZONE DESIGNATION: ZONE "C"
COMMUNITY-PANEL NUMBER: 480334 125 B
MAP REVISED: 01-02-1981

STATE OF TEXAS
REGISTERED
JOSE MARIO GONZALEZ
5571
PROFESSIONAL
LAND SURVEYOR

I, JOSE MARIO GONZALEZ, 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.

02-29-12

REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5571

JOB NUMBER
RIO 11 355

© COPYRIGHT 2012 RIO DELTA SURVEYING THIS SURVEY WAS PROVIDED IN MULTIPLE ORIGINALS SOLELY FOR THE USE OF THE BORROWER NAMED HEREON. NO LICENSE HAS BEEN CREATED, EXPRESSED OR IMPLIED TO COPY THIS SURVEY.

RIO DELTA SURVEYING
24593 FM 88, MONTE ALTO, TX 78538
(TEL) 956-380-5154 (FAX) 956-380-5156
EMAIL: MARIO@RIODELTASURVEYING.COM

**AI-37718** **Budget and Management 22. A.**

**CC REGULAR**

**Meeting Date:** 03/20/2013

**Submitted By:** Olga Garza, BUDGET & MANAGEMENT

**Department:** BUDGET & MANAGEMENT

## Information

### CAPTION

Discussion and action of Economically Disadvantaged County (EDC) Program Application and Affidavit from 0.32 Mi N of US 83 to FM 1924 CSJ: 0921-02-301.

### BACKGROUND

## Fiscal Impact

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

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

### BUDGETARY IMPACT:

No Fiscal Impact at this time.

## Attachments

Application

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 03/15/2013 03:20 PM |
| Roland Garcia | Rolando Garcia | 03/15/2013 03:49 PM |
| Purchasing Department | Monica Badillo | 03/15/2013 04:22 PM |

Form Started By: Olga Garza Started On: 03/15/2013 03:08 PM

Final Approval Date: 03/15/2013

Texas Department of Transportation

PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

March 8, 2013

RECEIVED
MAR 14 2013
COUNTY JUDGE

The Honorable Ramon Garcia
County Judge, Hidalgo County
P.O. Box 1356
Edinburg, Texas 78540

**RE: Economically Disadvantaged County (EDC) Program Application**
**Inspiration Road from 0.32 Mi N of US 83 to FM 1924**
**CSJ: 0921-02-301**

Dear Judge Garcia:

Attached for your review and consideration is a partially completed Economically Disadvantaged County (EDC) Program Application and an Affidavit for the subject project. If the County is interested in pursuing this project and would like to apply for the EDC reduction, complete the affidavit and return to the attention of Mr. Homer Bazan, Jr., our Director of Transportation Planning and Development, at the above address for further processing.

Should you have any questions or need additional information please contact Mr. Bazan or me at (956) 702-6100.

Sincerely,

Mario R. Jorge, P.E.
Pharr District Engineer

Attachments

cc: Jody Ellington, P.E., Deputy District Engineer
Homer Bazan, Jr., P.E., Director of Transportation Planning and Development
Valente Olivarez, P.E, Pharr Area Engineer
Melba Schaus, P.E., Project Manager
Project File

# FY 2013 ECONOMICALLY DISADVANTAGED COUNTIES PROGRAM INFORMATION SHEET

**COUNTY** Hidalgo **APPLICANT** Hidalgo County

**District Contact Information**

**Name:** Maricela Salinas **Telephone:** 956.702.6352

If the project is an **"OFF-SYSTEM"** project, is the project in the Unified Transportation Program (UTP) and have a local funding agreement in place, or in a District Bank Balance Program?

**(Circle as appropriate)** YES or NO

If the applicant is a **CITY** within an eligible county, please answer the two following questions:

# 1 Economic Development Sales Tax? **(Circle as appropriate)** YES or NO

# 2 Population ( **2010** Census)? _____

**PROJECT INFORMATION**

| | |
|---|---|
| UTP PRIORITY STATUS: | CON |
| CSJ: | 0921-02-301 |
| ESTIMATED LETTING DATE | July-16 |

**On-System? ( Circle as appropriate)** YES or NO

**LOCATION AND LIMITS - Give highway number with limits from and to**

Inspiration Road from 0.32 Mi N of US 83 to FM 1924

**PROJECT SCOPE- Give type of work**

Widen to 4 lane divided - curb and gutter section

EDC applies only to Category 7 construction funding

**ADJUSTMENT RATIONAL- Give reason why the adjustment is needed**

**ANTICIPATED PROJECT COST BREAKDOWN OF ELIGIBLE COMPONENTS**

**Total Adjustment -** 83

| 1. Project Component | 2. Est. Total Cost ($) | 3. Local Participation (%) | | 4. Est. Required Local Match ($) | 5. Local Participation After Adjustment ($) |
|---|---|---|---|---|---|
| Construction | $12,068,166 | 20% | | $2,413,633 | $410,318 |
| | | | | $0 | $0 |
| | | | | $0 | $0 |
| | | | | $0 | $0 |
| TOTAL | $12,068,166 | | | $2,413,633 | $410,318 |

**Approved by** _____ **Date** _____

Texas Department of Transportation

# AFFIDAVIT

The State of Texas,
County of _____

Before me, _____, a notary public in and for the State of Texas, on this day personally appeared _____, who being by me duly sworn, upon oath says:

I, _____, representing the city / county of _____, having been duly elected on _____ and having served continuously since that time, certify in my official capacity that, to the best of my knowledge, the information contained in this application is true and correct.

_____ _____

Signature Date

Subscribed and sworn to before me, by the said _____, this _____ day of _____, _____, to certify which witness my hand and seal of office.

My commission expires _____, _____.

_____

Official Signature

_____

Printed or stamped name of Notary

**AI-37705** **Budget and Management 22. B.**

**CC REGULAR**

**Meeting Date:** 03/20/2013

**Submitted By:** Monica Badillo, EXECUTIVE OFFICE

**Department:** EXECUTIVE OFFICE

## Information

### CAPTION

Discussion of Courthouse Financing

### BACKGROUND

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 03/15/2013 01:24 PM |
| Erika Zamora | Erika Zamora | 03/15/2013 01:50 PM |
| Purchasing Department | Monica Badillo | 03/15/2013 04:22 PM |

Form Started By: Monica Badillo Started On: 03/15/2013 01:09 PM

Final Approval Date: 03/15/2013

**AI-37639** **Budget and Management 22. C. 1.**

**CC REGULAR**

**Meeting Date:** 03/20/2013

**Submitted For:** Tax Office **Submitted By:** Ivan Cantu, BUDGET & MANAGEMENT

**Department:** BUDGET & MANAGEMENT

## Information

### CAPTION

Tax Office Special Vehicle Inventory (1246):
Approval of 2013 appropriation of funds in the amount of $76,870.55 to fund various operating expenditures.

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1246-415-15-140-003-0-xxx

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

### BUDGETARY IMPACT:

Appropriation of funds in the amount of $76,870.55 for the Tax Office Special Veh. Inventory to fund operating expenditures.

Funds available in unreserved f/b as of 3-14-13, pending year end closing.

## Attachments

Appropriation Tax Office

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Ivan Cantu (Originator) | Obdett Calzada | 03/14/2013 08:36 AM |
| Budget & Management | Obdett Calzada | 03/14/2013 08:38 AM |
| Damaris San Miguel | Obdett Calzada | 03/14/2013 08:45 AM |
| Ivan Cantu (Originator) | Obdett Calzada | 03/14/2013 08:47 AM |
| Obdett Calzada | Obdett Calzada | 03/14/2013 12:27 PM |
| Auditor's Office | Monica Badillo | 03/15/2013 04:22 PM |

Form Started By: Ivan Cantu Started On: 03/12/2013 03:26 PM

Final Approval Date: 03/15/2013

**DATE:** March 26, 2013

**2013**
**Appropriation**
**AI- 37639**

**DEPARTMENT HEAD:** Sergio Cruz, Budget Officer

**DEPARTMENT NAME:** DBM for Tax Office Special Veh. Inventory

**ACCOUNT NUMBER:** 3-1246-415-15-140-003-0-XXX

**Contact Person:** Obdett Calzada **Ph#:** (956) 292-7025 ext. 5726

**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 |
|---|---|---|---|
| 3-1246-415-15-140-003-0- 535 | Tax Off.- | Postage | 11,498.28 |
| 3-1246-415-15-140-003-0- 550 | Tax Off.- | Printing & Binding | 10,000.00 |
| 3-1246-415-15-140-003-0- 583 | Tax Off.- | Travel Out of County | 10,000.00 |
| 3-1246-415-15-140-003-0- 601 | Tax Off.- | Office & Computer Supplies | 9,372.27 |
| 3-1246-415-15-140-003-0- 626 | Tax Off.- | Gasoline/Diesel | 16,000.00 |
| 3-1246-415-15-140-003-0- 741 | Tax Off.- | Vehicles | 20,000.00 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | **TOTAL BUDGET INCREASE (DECREASE)** | **76,870.55** |

**REASON:** Appropriation of funds for the Tax Office Special Vehicle Inventory to fund operating expenditures for calendar year 2013.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

**AI-37494** **Budget and Management 22. C. 2.**

**CC REGULAR**

**Meeting Date:** 03/20/2013

**Submitted For:** Rene Perez **Submitted By:** Sylvia Solis, BUDGET & MANAGEMENT

**Department:** COUNTY CLERK

## Information

**CAPTION**

County Clerks Record Archive (1100):
Approval of 2013 appropriation of funds for County Clerks Record Archive in the amount of $599,500.00 to fund the "Restoration and Preservation of Hidalgo County Clerk's Historical Record Books" project.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1100-415-40-180-002-0-XXX

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

**BUDGETARY IMPACT:**

Appropriation of funds in the total amount of $599,500.00. Funds available in reserved F/B account as of 03/06/2013

Acct #3-1100-250-10-000-004-0-000 "Reserved F/B-CC Records Archive Fees"

## Attachments

Appropriation

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 03/06/2013 04:19 PM |
| Erika Zamora | Erika Zamora | 03/14/2013 04:21 PM |
| Purchasing Department | Monica Badillo | 03/15/2013 04:22 PM |

Form Started By: Sylvia Solis Started On: 03/06/2013

Final Approval Date: 03/15/2013

**DATE:** March 6, 2013

**2013**
**Appropriation**

**DEPARTMENT HEAD:** Sergio Cruz, Budget Officer

**DEPARTMENT NAME:** Dept. of Budget & Mgmt for Co. Clerk - Record Archive

**ACCOUNT NUMBER:** 3-1100-415-40-180-002-0-XXX

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

**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 |
|---|---|---|
| 3-1100-415-40-180-002-0-350 | CO CLERK RECORD ARCHIVE - OTHER SERVICES | 599,500.00 |
| | | |
| | | |
| | |

**AI-37713** **Budget and Management 22. C. 3.**

**CC REGULAR**

**Meeting Date:** 03/20/2013

**Submitted For:** Pct. 1 Rd. Maint. **Submitted By:** Ivan Cantu, BUDGET & MANAGEMENT

**Department:** BUDGET & MANAGEMENT

## Information

**CAPTION**

2013 Pct. 1 Rd. Maint (1200):
Approval of 2013 appropriation of funds for Pct. 1 Rd. Maint, program #005, in the amount of $60,000.00 to fund fuel expenditures for the months of March & April 2013.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1200-431-00-121-005-0-626

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

**BUDGETARY IMPACT:**

2013 Appropriation of funds for fuel expenditures for the months of March & April 2013.

Funds available as of 3-15-13 in the unreserved f/b.

Note: SAGE acct system shows $20,197.44 available balance. A PO increase is in transit and will be submitted to Purchasing Dept by Pct. 1 A/P staff to cover the month of Feb.

Average monthly fuel expenditure is $30,000.00

## Attachments

Pct. 1 Appropriation for fuel

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Ivan Cantu (Originator) | Ivan Cantu | 03/15/2013 01:54 PM |
| Budget & Management | Obdett Calzada | 03/15/2013 02:00 PM |
| Obdett Calzada | Obdett Calzada | 03/15/2013 03:23 PM |
| Purchasing Department | Monica Badillo | 03/15/2013 04:22 PM |

Form Started By: Ivan Cantu Started On: 03/15/2013 01:40 PM

Final Approval Date: 03/15/2013

**DATE:** March 20, 2013

**2013**
**Appropriation**

**DEPARTMENT HEAD:** Sergio Cruz, Budget Officer

**DEPARTMENT NAME:** DBM for Pct. 1 Rd. Maint.

**ACCOUNT NUMBER:** 3-1200-431-00-121-005-0-626

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

**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 |
|---|---|---|---|
| 3-1200-431-00-121-005-0- 626 | Pct. 1 Rd. Maint.- | Gasoline/Diesel | 60,000.00 |
| | | | |
| | | | |
| | | |

**AI-37396** **Purchasing Department 23. A. 3.**

**CC REGULAR**

**Meeting Date:** 03/20/2013

**Submitted For:** Martha L. Salazar **Submitted By:** Yolanda Velasquez, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

### CAPTION

Presentation of tabulation for action by CC to award to multiple vendors that submitted the lowest bid by category/item and meeting all specifications and requirements with approval to contract to multiple vendors for "Pipes (Reinforced Polyethylene Pipe, Corrugated PVC Storm Sewer Pipes, Corrugated Steel Storm Sewer & Plumbing Pipes and Additional Miscellaneous Items) for RFB No. 2013-064-02-27-YZV

### BACKGROUND

Recommended Vendors:

1) Contech Engineered Solutions
2) Ferguson Waterworks
3) HD Waterworks

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** see attached exp report

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

**BUDGETARY IMPACT:**

SEE ATTACHED EXP REPORT FOR POSSIBLE FUNDING SOURCES AND AVAILABILITY OF FUNDS.

## Attachments

AWARD TAB
Memos from Precincts
exp report
Acceptance-Participation Sheet
LEGALS OK
Contract - ok by legal

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 03/11/2013 01:22 PM |
| Budget & Management | Obdett Calzada | 03/11/2013 03:22 PM |
| Rosalinda Cantu | Rosie Cantu | 03/15/2013 10:53 AM |
| Auditor's Office | Monica Badillo | 03/15/2013 04:22 PM |

Form Started By: Yolanda Velasquez Started On: 03/01/2013 01:52 PM

Final Approval Date: 03/15/2013

**CONTECH ENGINEERED SOLUTIONS INC.**
**C-13-064-03-19**

# TERM: MARCH 19, 2013 THRU FEBRUARY 28, 2014

## CATEGORY A – "PIPES"

**REINFORCED POLYTHYLENE PIPE – 20 FOOT JOINT**

| | CONTECH ENGINEERED SOLUTIONS LLC |
|---|---|
| 24" | |
| 30" | |
| 36" | |
| 42" | |
| 48" | |
| 54" | 101.12★ |
| 60" | |
| 66" | 189.58★ |
| 72" | 199.81★ |
| 84" | 254.59★ |
| 96" | 279.08★ |

**CORRUGATED POLYVINYL CHLORIDE (PVC) STORM SEWER PIPE**

| | |
|---|---|
| 12" | 4.54★ |
| 15" | 6.99★ |
| 18" | 9.93★ |
| 24" | 19.94★ |
| 30" | 26.10★ |
| 36" | 41.48★ |
| 42" | |
| 48" | |

**CORRUGATED STEEL STORM SEWER PIPE** (TYPE "IR", "I" AND "IA")

| TYPE "IR" | |
|---|---|
| 12" | |
| 18" | 17.25★ |
| 24" | 23.00★ |
| 30" | 28.75★ |
| 36" | 34.50★ |
| 42" | 42.00★ |
| 48" | 50.00★ |
| 54" | 61.25★ |
| 60" | 71.50★ |
| 66" | 124.20★ |
| 72" | 135.00★ |
| 78" | 145.80★ |

**CONTECH ENGINEERED SOLUTIONS INC.**
**C-13-064-03-19**

# TERM: MARCH 19, 2013 THRU FEBRUARY 28, 2014

## CATEGORY "A" PIPES

| | CONTECH ENGINEERED SOLUTIONS LLC |
|---|---|
| 84" | 156.00★ |
| 90" | 175.00★ |
| 96" | 186.20★ |
| 102" | 196.00★ |
| 108" | |
| 114" | |
| 120" | |
| 126" | |
| 132" | |
| 138" | |
| 144" | |
| TYPE "I" | |
| 12" | |
| 18" | |
| 24" | |
| 30" | |
| 36" | |
| 42" | |
| 48" | |
| 54" | 99.60★ |
| 60" | 110.40★ |
| 66" | 121.20★ |
| 72" | 132.00★ |
| 78" | 142.80★ |
| 84" | 153.60★ |
| 90" | 164.40★ |
| 96" | 176.40★ |
| 102" | 186.00★ |
| 108" | 198.00★ |
| 114" | 208.80★ |
| 120" | 219.60★ |
| 126" | 234.00★ |
| 132" | 244.80★ |
| 138" | 255.60★ |
| 144" | 338.40★ |

**CONTECH ENGINEERED SOLUTIONS INC.**
**C-13-064-03-19**

# TERM: MARCH 19, 2013 THRU FEBRUARY 28, 2014

## CATEGORY "A" PIPES

**CORRUGATED STEEL STORM SEWER PIPE CONTINUATION**

| TYPE "IA" | CONTECH ENGINEERED SOLUTIONS LLC |
|---|---|
| 12" | [redacted] |
| 18" | |
| 24" | |
| 30" | |
| 36" | |
| 42" | |
| 48" | |
| 54" | |
| 60" | |
| 66" | 174.00★ |
| 72" | 188.40★ |
| 78" | 201.60★ |
| 84" | 217.20★ |
| 90" | 232.80★ |
| 96" | 249.60★ |
| 102" | 266.40★ |
| 108" | 282.00★ |
| 114" | 297.60★ |
| 120" | 338.00★ |
| 126" | 358.80★ |
| 132" | 375.70★ |
| 138" | 390.00★ |
| 144" | 552.50★ |

**FERGUSON SUPPLY WATERWORKS**
**C-13-064a-03-19**

# TERM: MARCH 19, 2013 THRU FEBRUARY 28, 2014

## CATEGORY A – "PIPES"

**REINFORCED POLYTHYLENE PIPE – 20 FOOT JOINT**

| | |
|---|---|
| 24" | 15.60★ |
| 30" | 22.00★ |
| 36" | 28.70★ |
| 42" | 34.60★ |
| 48" | 45.60 ★ |
| 54" | |
| 60" | 75.00★ |
| 66" | |
| 72" | |
| 84" | |
| 96" | |

**CORRUGATED POLYVINYL CHLORIDE (PVC) STORM SEWER PIPE**

| | |
|---|---|
| 12" | |
| 15" | |
| 18" | |
| 24" | |
| 30" | |
| 36" | |
| 42" | 69.43★ |
| 48" | |

**AWWA C905 PVC PLASTIC WATER PIPE:**

| DR 18 | FERGUSON WATERWORKS |
|---|---|
| 14" | 29.63★ |
| 16" | 38.25★ |
| 18" | 48.63★ |
| 24" | 87.68★ |
| 30" | 172.99★ |
| 36" | 249.00★ |
| 42" | |
| 48" | |
| DR 25 | |
| 14" | 21.69★ |
| 16" | 27.99★ |

**FERGUSON SUPPLY WATERWORKS**
**C-13-064a-03-19**

# TERM: MARCH 19, 2013 THRU FEBRUARY 28, 2014

**AWWA C905 PVC PLASTIC WATER PIPE:**

| DR 25 | CONTINUATION |
|---|---|
| 18” | 35.29★ |
| 24” | 62.75★ |
| 30” | 102.39★ |
| 36” | 153.78★ |
| 42” | 217.46★ |
| 48” | 323.94★ |
| DR 32.5 | |
| 14” | |
| 16” | |
| 18” | |
| 24” | |
| 30” | |
| 36” | |
| 42” | 202.53★ |
| 48” | 280.59★ |
| DR 41 | |
| 14” | |
| 16” | |
| 18” | |
| 24” | |
| 30” | |
| 36” | |
| 42” | 161.58★ |
| 48” | 227.48★ |
| DR 51 | |
| 14” | |
| 16” | |
| 18” | |
| 24” | |
| 30” | |
| 36” | |
| 42” | 129.43★ |
| 48” | 183.76★ |

**FERGUSON SUPPLY WATERWORKS**
**C-13-064a-03-19**

# TERM: MARCH 19, 2013 THRU FEBRUARY 28, 2014

## CATEGORY D "MISCELLANEOUS

| | FERGUSON WATERWORKS |
|---|---|
| 8" PVC SCHEDULE 40 WATER LINE DR 18 | 8.60LF★ |
| 1.5" PVC SCHEDULE 40 | .60LF★ |
| 0.75" PVC SCHEDULE 40 | .26LF★ |
| 0.5"-PVC SCHEDULE 40 | .21LF★ |

**HD SUPPLY WATERWORKS**
**C-13-064b-03-19**

# TERM: MARCH 19, 2013 THRU FEBRUARY 28, 2014

## CATEGORY A – "PIPES"

**48" CORRUGATED POLYVINYL CHLORIDE (PVC) STORM SEWER PIPE**

| | HD SUPPLY WATERWORKS |
|---|---|
| 48" | $88.00★ |

# MEMORANDUM

2812 SOUTH BUSINESS HIGHWAY 281 ★ EDINBURG, TEXAS 78539★TEL: (956) 318-2626 ★ FAX: (956) 318-2629

**To:** Honorable A. C. Cuellar
H.C. Commissioner Pct. 1
Attn: Raul Lozano, Chief Administrator

**From:** Yolanda Velasquez YZV
Purchasing Dept., Buyer III

**Date:** February 28, 2013

**Re:** **REQUEST FOR RECOMMENDATION for: RFB-2013-064-02-27-YZV "PIPES-(Reinforced Polyethylene Pipe, Corrugated PVC Storm Sewer Pipes & Plumbing Pipes and Additional Miscellaneous Items)**

We received three (3) responses for above mentioned project. Enclosed you will find a copy of the Tabulation sheets for your review and recommendation/non-recommendation.

We would like to present your recommendation on the next Commissioner's Court Meeting: therefore, we need your response **Wednesday, March 06, 2013 @ 4:00 p.m. or if possible earlier** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 318-2629 or via email to: **yolanda.velasquez@co.hidalgo.tx.us**

☑ **DO** recommend accepting of response ☐ **DO NOT** recommend accepting of response

BUDGET ACCOUNT#: 3-1200-431-00-121-005-0-673

Recommendations/Concerns: _____

If you should have any questions or need additional information please let me know.

AUTHORIZED SIGNATURE — PRINTED NAME: RAUL LOZANO — DATE: 3-4-13

# MEMORANDUM

2812 SOUTH BUSINESS HIGHWAY 281 ★ EDINBURG, TEXAS 78539★TEL: (956) 318-2626 ★ FAX: (956) 318-2629

**To:** Honorable Hector (Tito) Palacios
H.C. Commissioner Pct. 2
Attn: Ricardo Cuellar, Field Operations Foreman

**From:** Yolanda Velasquez YV
Purchasing Dept., Buyer III

**Date:** February 28, 2013

**Re:** **REQUEST FOR RECOMMENDATION for: RFB-2013-064-02-27-YZV "PIPES-(Reinforced Polyethylene Pipe, Corrugated PVC Storm Sewer Pipes & Plumbing Pipes and Additional Miscellaneous Items)**

We received three (3) responses for above mentioned project. Enclosed you will find a copy of the Tabulation sheets for your review and recommendation/non-recommendation.

We would like to present your recommendation on the next Commissioner's Court Meeting: therefore, we need your response **Wednesday, March 06, 2013 @ 4:00 p.m. or if possible earlier** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 318-2629 or via email to: **yolanda.velasquez@co.hidalgo.tx.us**

☒ **DO** recommend accepting of response ☐ **DO NOT** recommend accepting of response

BUDGET ACCOUNT#: 3-1200-431-00-122-006-0-673

Recommendations/Concerns: Please note account Values based on projects.

If you should have any questions or need additional information please let me know.

Ricardo Cuellar Ricardo Cuellar 3/7/13

AUTHORIZED SIGNATURE PRINTED NAME DATE

# MEMORANDUM

2812 SOUTH BUSINESS HIGHWAY 281 ★ EDINBURG, TEXAS 78539★TEL: (956) 318-2626 ★ FAX: (956) 318-2629

**To:** Honorable Joe M. Flores
H.C. Commissioner Pct. 3
Attn: Saul Ramirez, Field Operations Foreman

**From:** Yolanda Velasquez YZV
Purchasing Dept., Buyer III

**Date:** February 28, 2013

**Re:** **REQUEST FOR RECOMMENDATION for: RFB-2013-064-02-27-YZV "PIPES-(Reinforced Polyethylene Pipe, Corrugated PVC Storm Sewer Pipes & Plumbing Pipes and Additional Miscellaneous Items)**

We received three (3) responses for above mentioned project. Enclosed you will find a copy of the Tabulation sheets for your review and recommendation/non-recommendation.

We would like to present your recommendation on the next Commissioner's Court Meeting: therefore, we need your response **Wednesday, March 06, 2013 @ 4:00 p.m. or if possible earlier** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 318-2629 or via email to: **yolanda.velasquez@co.hidalgo.tx.us**

☑ **DO** recommend accepting of response ☐ **DO NOT** recommend accepting of response

BUDGET ACCOUNT#: 3-1200-431-00-123-005-0-731

Recommendations/Concerns: Lowest bidder in each Category

If you should have any questions or need additional information please let me know.

Joe M. Flores, 3/6/13

AUTHORIZED SIGNATURE PRINTED NAME DATE

# MEMORANDUM

2812 SOUTH BUSINESS HIGHWAY 281 ★ EDINBURG, TEXAS 78539★TEL: (956) 318-2626 ★ FAX: (956) 318-2629

**To:** Honorable Joseph Palacios
H.C. Commissioner Pct. 4
Attn: Marco Lopez, Chief Administrator

**From:** Yolanda Velasquez YZV
Purchasing Dept., Buyer III

**Date:** February 28, 2013

**Re:** **REQUEST FOR RECOMMENDATION for: RFB-2013-064-02-27-YZV "PIPES-(Reinforced Polyethylene Pipe, Corrugated PVC Storm Sewer Pipes & Plumbing Pipes and Additional Miscellaneous Items)**

We received three (3) responses for above mentioned project. Enclosed you will find a copy of the Tabulation sheets for your review and recommendation/non-recommendation.

We would like to present your recommendation on the next Commissioner's Court Meeting: therefore, we need your response **Wednesday, March 06, 2013 @ 4:00 p.m. or if possible earlier** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 318-2629 or via email to: **yolanda.velasquez@co.hidalgo.tx.us**

☑ **DO** recommend accepting of response ☐ **DO NOT** recommend accepting of response

BUDGET ACCOUNT#: 3-1200-431-00-124-0070-673/731

Recommendations/Concerns: _____

If you should have any questions or need additional information please let me know.

| AUTHORIZED SIGNATURE | PRINTED NAME | DATE |
|---|---|---|
| Ramon Rodriguez | Ramon Rodriguez | 3/7/13 |

# 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 |
|---|---|---|---|---|---|---|---|
| 3-1100-432-00-123-001-0-673 | PCT3 SANITATION-R&B R&M SUPPLIES | 10,000.00 | 399.75 | .00 | .00 | 9,600.25 | 4.00 |
| 3-1100-452-00-122-008-0-673 | PCT2 PARKS-R&B R&M SUPPLIES | 18,000.00 | 2,429.56 | .00 | .00 | 15,570.44 | 13.50 |
| 3-1100-452-00-122-008-0-731 | PCT2 PARKS-ROADS | 1,000.00 | 6,791.40 | .00 | .00 | -5,791.40 | 679.14 |
| 3-1100-452-00-123-008-0-673 | PCT3 PARKS-R&B R&M SUPPLIES | 15,000.00 | .00 | .00 | .00 | 15,000.00 | .00 |
| 3-1200-431-00-121-005-0-673 | PCT1 RD MAINT-R&B R&M SUPPLIES | 64,308.05 | 37,608.81 | 16,571.19 | 16,571.19 | 10,128.05 | 84.25 |
| 3-1200-431-00-121-220-0-731 | PCT1 BCAP DELTA WEST S/D-ROADS | 450.00 | 450.00 | .00 | .00 | .00 | 100.00 |
| 3-1200-431-00-121-230-0-731 | PCT1 BCAP DIMAS #2 & 3-ROADS | 11,000.00 | .00 | .00 | .00 | 11,000.00 | .00 |
| 3-1200-431-00-121-727-0-731 | PCT1 BCAP TIJERINA ESTATES-ROADS | 450.00 | 450.00 | .00 | .00 | .00 | 100.00 |
| 3-1200-431-00-121-855-0-731 | PCT1 BCAP ASH COUNTRY-ROADS | 450.00 | 450.00 | .00 | .00 | .00 | 100.00 |
| 3-1200-431-00-122-006-0-673 | PCT2 RD MAINT-R&B R&M SUPPLIES | 47,173.39 | 18,573.75 | 9,665.80 | 9,665.80 | 18,933.84 | 59.86 |
| 3-1200-431-00-122-006-0-731 | PCT2 RD MAINT-ROADS | 31,328.75 | .00 | .00 | .00 | 31,328.75 | .00 |
| 3-1200-431-00-122-026-0-731 | PCT2 OWASSA RD(JACKSON-R.LONGORIA)-ROADS | 42,030.00 | 42,030.00 | .00 | .00 | .00 | 100.00 |
| 3-1200-431-00-122-027-0-731 | PCT2 TOWER RD(MOORE-BALLI)-ROADS | 231,399.90 | 231,399.90 | .00 | .00 | .00 | 100.00 |
| 3-1200-431-00-122-028-0-731 | PCT2 S.MCCOLL(DCKR-ORNGWD&.5M S.MLTY)-RD | 26,550.86 | 26,550.86 | .00 | .00 | .00 | 100.00 |
| 3-1200-431-00-122-035-0-731 | PCT2 ICA W/HIDALGO(VAL-MEX DR)-ROADS | 13,929.00 | 13,929.00 | .00 | .00 | .00 | 100.00 |
| 3-1200-431-00-122-049-0-731 | PCT2 TOWER RD(OWASSA-ALAMO CTY LMT)-ROAD | 173,119.87 | 173,119.87 | .00 | .00 | .00 | 100.00 |
| 3-1200-431-00-122-051-0-731 | PCT2 EL GATO RD(W ALAMO-TOWER)-ROADS | 133,417.11 | 133,417.11 | .00 | .00 | .00 | 100.00 |
| 3-1200-431-00-122-052-0-731 | PCT2 EL DORA RD(RETAMA-CESAR CHAVEZ)-ROA | 39,289.24 | 39,289.24 | .00 | .00 | .00 | 100.00 |
| 3-1200-431-00-122-060-0-731 | PCT2 ANAYA RD(10TH ST-MCCOLL)-ROADS | 119,687.00 | 119,687.00 | .00 | .00 | .00 | 100.00 |
| 3-1200-431-00-122-061-0-731 | PCT2 LAS MILPAS RD(10TH ST-JACKSON)-ROAD | 154,145.00 | 154,145.00 | .00 | .00 | .00 | 100.00 |
| 3-1200-431-00-122-062-0-731 | PCT2 DICKER RD(23RD ST-JACKSON RD)-ROAD | 176,502.44 | 38,853.90 | .00 | .00 | 137,648.54 | 22.01 |
| 3-1200-431-00-122-065-0-731 | PCT2 MINNESOTA RD(S I RD-MAYA DR)-ROAD | 8,796.11 | 8,796.11 | .00 | .00 | .00 | 100.00 |
| 3-1200-431-00-122-067-0-731 | PCT2 RODRIGUEZ ST(MN-LOPEZVILLE PRK)-RD | 32,620.85 | 32,620.85 | .00 | .00 | .00 | 100.00 |
| 3-1200-431-00-122-083-0-731 | PCT2 THOMAS RD(MCCOLL-JACKSON)-ROADS | 35,795.00 | 35,795.00 | .00 | .00 | .00 | 100.00 |
| 3-1200-431-00-122-084-0-731 | PCT2-MINNESOTA RD (I RD W-HUISACHE)-ROAD | 87,204.22 | 21,204.22 | .00 | .00 | 66,000.00 | 24.32 |
| 3-1200-431-00-122-262-0-731 | PCT2 BCAP ESPERANZA EST S/D-ROADS | 2,633.72 | 2,633.72 | .00 | .00 | .00 | 100.00 |
| 3-1200-431-00-122-596-0-731 | PCT2 BCAP RANCHO ESCONDIDO S/D-ROADS | 7,736.90 | 6,310.57 | .00 | .00 | 1,426.33 | 81.56 |
| 3-1200-431-00-122-767-0-731 | PCT2 BCAP VAL BAR EST-ROADS | .00 | 4,201.19 | .00 | .00 | -4,201.19 | .00 |
| 3-1200-431-00-123-005-0-673 | PCT3 RD MAINT-R&B R&M SUPPLIES | 87,166.61 | 24,506.47 | 5,020.14 | 5,020.14 | 57,640.00 | 33.87 |
| 3-1200-431-00-123-005-0-731 | PCT3 RD MAINT-ROADS | 208,933.94 | 147,500.94 | 8,408.21 | 8,408.21 | 53,024.79 | 74.62 |
| 3-1200-431-00-123-007-0-731 | PCT3 LATERAL RD-ROADS | 7,697.50 | 7,697.50 | .00 | .00 | .00 | 100.00 |
| 3-1200-431-00-123-080-0-731 | PCT3 M4N (TOMGILL-FM2221)-ROADS | 2,682.72 | 2,682.72 | .00 | .00 | .00 | 100.00 |
| 3-1200-431-00-123-103-0-731 | PCT3 MILE 1S (TORDILLO 900'E)-ROADS | 16,403.50 | 14,423.50 | .00 | .00 | 1,980.00 | 87.93 |

| Account No/Description | | Adjusted Budget | Y-T-D Encumb | Period Expended | Y-T-D Expended | Available Balance | Percent Used |
|---|---|---|---|---|---|---|---|
| 3-1200-431-00-124-007-0-673 | PCT4 RD MAINT-R&B R&M SUPPLIES | 30,540.00 | 12,990.92 | 15,639.37 | 15,639.37 | 1,909.71 | 93.75 |
| 3-1200-431-00-124-007-0-731 | PCT4 RD MAINT-ROADS | 51,849.13 | 6,400.00 | .00 | .00 | 45,449.13 | 12.34 |
| 3-1200-431-00-124-401-0-731 | PCT4 BCAP LAKEVIEW S/D-ROADS | 4,363.76 | 4,363.76 | .00 | .00 | .00 | 100.00 |
| 3-1280-431-00-121-946-1-673 | PCT1-43-0630-SANTA MARIA RD-R&B R&M SUPP | 383.01 | .00 | .00 | .00 | 383.01 | .00 |
| 3-1280-431-00-121-947-1-673 | PCT1-43-0631-VILLA DRIVE-R&B R&M SUPPLIE | 25,290.82 | .00 | .00 | .00 | 25,290.82 | .00 |
| 3-1280-431-00-121-948-1-673 | PCT1-43-0634-MILE1 W(1)-R&B R&M SUPPLIE | 6,389.10 | .00 | .00 | .00 | 6,389.10 | .00 |
| 3-1280-431-00-121-949-1-673 | PCT1-43-0636-SAN RAFAEL-R&B R&M SUPPLIES | 39,232.32 | .00 | .00 | .00 | 39,232.32 | .00 |
| 3-1280-431-00-121-951-0-673 | PCT1-37-0590-CR MILE 15½ E-R&B R&M SUPPL | 27.98 | .00 | .00 | .00 | 27.98 | .00 |
| 3-1280-431-00-121-952-0-673 | PCT1-37-0602-CR MILE 19 RD-R&B R&M SUPPL | 1,218.68 | .00 | .00 | .00 | 1,218.68 | .00 |
| 3-1280-431-00-121-953-0-673 | PCT1-38-0599-RANCHO TOLUCA RD-R&B R&M SU | 39.66 | .00 | .00 | .00 | 39.66 | .00 |
| 3-1280-431-00-121-954-0-673 | PCT1-39-0600-CR MILE 5½ RD-R&B R&M SUPPL | 374.33 | .00 | .00 | .00 | 374.33 | .00 |
| 3-1280-431-00-121-955-0-673 | PCT1-39-0601-CR MILE 7 RD-R&B R&M SUPPLI | 11.14 | .00 | .00 | .00 | 11.14 | .00 |
| 3-1280-431-00-121-956-0-673 | PCT1-40-0615-CR 2812-R&B R&M SUPPLIES | 415.17 | .00 | .00 | .00 | 415.17 | .00 |
| 3-1280-431-00-121-957-0-673 | PCT1-40-0717-CR MILE 14 RD-R&B R&M SUPPL | 3,500.17 | .00 | .00 | .00 | 3,500.17 | .00 |
| 3-1280-431-00-121-958-0-673 | PCT1-40-0718-CR MILE 12½ E-R&B R&M SUPPL | 5,089.57 | .00 | .00 | .00 | 5,089.57 | .00 |
| 3-1280-431-00-121-959-0-673 | PCT1-40-0721-CR MILE 15 RD-R&B R&M SUPPL | 440.22 | .00 | .00 | .00 | 440.22 | .00 |
| 3-1280-431-00-121-961-0-673 | PCT1-48-0656-CR 3350-R&B R&M SUPPLIES | 1,000.44 | .00 | .00 | .00 | 1,000.44 | .00 |
| 3-1280-431-00-121-962-0-673 | PCT1-48-0711-CR MILE 3 E-R&B R&M SUPPLIE | 202.51 | .00 | .00 | .00 | 202.51 | .00 |
| 3-1280-431-00-121-963-0-673 | PCT1-49-0709-CR MILE 20 RD-R&B R&M SUPPL | 99.70 | .00 | .00 | .00 | 99.70 | .00 |
| 3-1280-431-00-121-965-0-673 | PCT1-53-0659-MARRO RD-R&B R&M SUPPLIES | 125.17 | .00 | .00 | .00 | 125.17 | .00 |
| 3-1280-431-00-121-967-0-673 | PCT1-55-0713-CR MILE 1 E-R&B R&M SUPPLIE | 48.11 | .00 | .00 | .00 | 48.11 | .00 |
| 3-1280-431-00-121-968-0-673 | PCT1-56-0696-ENGLEMAN RD-R&B R&M SUPPLI | 88.21 | .00 | .00 | .00 | 88.21 | .00 |
| 3-1280-431-00-121-969-0-673 | PCT1-63-0710-HILL TOP GARDEN LN-R&B R&M | 54.82 | .00 | .00 | .00 | 54.82 | .00 |
| 3-1280-431-00-121-973-1-673 | PCT1-43-0637-MILE4 W(2)-R&B R&M SUPPLIES | 9,514.37 | .00 | .00 | .00 | 9,514.37 | .00 |
| 3-1280-431-00-121-974-1-673 | PCT1-43-0638-MILE15 N& 4W-R&B R&M SUPPLI | 2,681.03 | .00 | .00 | .00 | 2,681.03 | .00 |
| 3-1280-431-00-121-975-1-673 | PCT1-43-0639-MILE13 N-R&B R&M SUPPLIES | 3,305.54 | .00 | .00 | .00 | 3,305.54 | .00 |
| 3-1280-431-00-121-976-1-673 | PCT1-43-0640-MILE4 W(1)-R&B R&M SUPPLIES | 25,546.47 | .00 | .00 | .00 | 25,546.47 | .00 |
| 3-1280-431-00-121-977-1-673 | PCT1-43-0641-MILE14 1/2 N(1)-R&B R&M SUP | 28,295.77 | .00 | .00 | .00 | 28,295.77 | .00 |
| 3-1280-431-00-121-978-1-673 | PCT1-43-0643-MILE4 1/2 W-R&B R&M SUPPLIE | 3,028.10 | .00 | .00 | .00 | 3,028.10 | .00 |
| 3-1280-431-00-121-979-1-673 | PCT1-43-0644-MILE14 1/2 N(2)-R&B R&M SUP | 51,344.38 | .00 | .00 | .00 | 51,344.38 | .00 |
| 3-1280-431-00-121-980-1-673 | PCT1-44-0647-MILE15 N-R&B R&M SUPPLIES | 3,139.33 | .00 | .00 | .00 | 3,139.33 | .00 |
| 3-1280-431-00-121-981-1-673 | PCT1-44-0648-MILE12 N-R&B R&M SUPPLIES | 57,843.11 | .00 | .00 | .00 | 57,843.11 | .00 |
| 3-1280-431-00-121-982-1-673 | PCT1-44-0649-MILE1 1/2 W-R&B R&M SUPPL | 8,234.22 | .00 | .00 | .00 | 8,234.22 | .00 |
| 3-1280-431-00-121-983-1-673 | PCT1-44-0650-SAN LUCIA/WIND RD-R&B R&M S | 19,382.50 | .00 | .00 | .00 | 19,382.50 | .00 |

| Account No/Description | | Adjusted Budget | Y-T-D Encumb | Period Expended | Y-T-D Expended | Available Balance | Percent Used |
|---|---|---|---|---|---|---|---|
| 3-1280-431-00-121-984-1-673 | PCT1-44-0651-MILE 13 1/2-R&B R&M SUPPLIE | 20,954.88 | .00 | .00 | .00 | 20,954.88 | .00 |
| 3-1280-431-00-121-985-1-673 | PCT1-44-0652-ZAPATA ST-R&B R&M SUPPLIES | 7,597.36 | .00 | .00 | .00 | 7,597.36 | .00 |
| 3-1280-431-00-121-986-1-673 | PCT1-44-0653-MILE 12 1/2 N-R&B R&M SUPPL | 70,641.70 | .00 | .00 | .00 | 70,641.70 | .00 |
| 3-1280-431-00-121-987-1-673 | PCT1-44-0654-MILE 12 N(1)-R&B R&M SUPPL | 23,307.71 | .00 | .00 | .00 | 23,307.71 | .00 |
| 3-1280-431-00-121-988-1-673 | PCT1-44-0658-MILE 12 1/2 N(2)-R&B R&M SU | 2,762.96 | .00 | .00 | .00 | 2,762.96 | .00 |
| 3-1280-431-00-121-989-1-673 | PCT1-44-0662-MILE1 W(2)-R&B R&M SUPPLIE | 6,257.73 | .00 | .00 | .00 | 6,257.73 | .00 |
| 3-1280-431-00-121-990-1-673 | PCT1-44-0664-MILE4 W(3)-R&B R&M SUPPLIE | 5,176.48 | .00 | .00 | .00 | 5,176.48 | .00 |
| 3-1280-431-00-121-991-1-673 | PCT1-44-0670-OLD RIVER RD-R&B R&M SUPPLI | 19,825.43 | .00 | .00 | .00 | 19,825.43 | .00 |
| 3-1280-431-00-121-992-1-673 | PCT1-44-0672-N GNZL RD-R&B R&M SUPPLIES | 10,805.17 | .00 | .00 | .00 | 10,805.17 | .00 |
| 3-1280-431-00-121-993-1-673 | PCT1-44-0679-EARLING/EL DORA RD-R&B SUPP | 4,998.57 | .00 | .00 | .00 | 4,998.57 | .00 |
| 3-1280-431-00-121-994-1-673 | PCT1-46-0642-MILE 19N-R&B SUPPLIES | 650.71 | .00 | .00 | .00 | 650.71 | .00 |
| 3-1280-431-00-121-995-1-673 | PCT1-46-0665-GONZALEZ RD-R&B SUPPLIES | 34,554.36 | .00 | .00 | .00 | 34,554.36 | .00 |
| 3-1280-431-00-121-996-1-673 | PCT1-46-0667-JUAREZ ST-R&B SUPPLIES | 4,734.06 | .00 | .00 | .00 | 4,734.06 | .00 |
| 3-1280-431-00-121-997-1-673 | PCT1-46-0668-MILE 17 N-R&B SUPPLIES | 4,998.96 | .00 | .00 | .00 | 4,998.96 | .00 |
| 3-1280-431-00-121-998-1-673 | PCT1-46-0669-MILE 5 1/2 W-R&B SUPPLIES | 2,523.89 | .00 | .00 | .00 | 2,523.89 | .00 |
| 3-1280-431-00-121-999-1-673 | PCT1-46-0684-MILE 14 1/2 N(3)-R&B SUPPLI | 1,243.43 | .00 | .00 | .00 | 1,243.43 | .00 |
| 3-1280-431-00-122-983-1-673 | PCT2-43-0632-COL GUADALUPE-R&B R&M SUPP | 8,446.69 | .00 | .00 | .00 | 8,446.69 | .00 |
| 3-1280-431-00-122-984-1-673 | PCT2-43-0633-PLANA VISTA SUB-R&B R&M SUP | 2,709.13 | .00 | .00 | .00 | 2,709.13 | .00 |
| 3-1280-431-00-122-985-1-673 | PCT2-43-0676-EL GATO EST-R&B R&M SUPPLIE | 2,040.10 | .00 | .00 | .00 | 2,040.10 | .00 |
| 3-1280-431-00-122-986-1-673 | PCT2-44-0656-AZURE ST-R&B R&M SUPPLIES | 2,815.19 | .00 | .00 | .00 | 2,815.19 | .00 |
| 3-1280-431-00-122-987-1-673 | PCT2-44-0657-ROAD RUNNER S/D-R&B R&M SUP | 3,167.17 | .00 | .00 | .00 | 3,167.17 | .00 |
| 3-1280-431-00-122-988-1-673 | PCT2-46-0682-EL GATO S/D-R&B R&M SUPPLIE | 2,168.81 | .00 | .00 | .00 | 2,168.81 | .00 |
| 3-1280-431-00-123-952-0-673 | PCT3-37-0587-MINNESOTA-R&B R&M SUPPLIES | 5,301.00 | .00 | .00 | .00 | 5,301.00 | .00 |
| 3-1280-431-00-123-953-0-673 | PCT3-37-0592-PALM DR-R&B R&M SUPLLIES | 3,210.05 | .00 | .00 | .00 | 3,210.05 | .00 |
| 3-1280-431-00-123-954-0-673 | PCT3-37-0593-ABRAM RD-R&B R&M SUPPLIES | 6,455.05 | .00 | .00 | .00 | 6,455.05 | .00 |
| 3-1280-431-00-123-955-0-673 | PCT3-37-0594-PUERTO RICO RD-R&B R&M SUPP | 3,197.95 | .00 | .00 | .00 | 3,197.95 | .00 |
| 3-1280-431-00-123-956-0-673 | PCT3-37-0597-JUAJOLOTE RD-R&B R&M SUPPLI | 93.47 | .00 | .00 | .00 | 93.47 | .00 |
| 3-1280-431-00-123-957-0-673 | PCT3-37-0603-MILITARY RD-R&B R&M SUPPLIE | 3,040.38 | .00 | .00 | .00 | 3,040.38 | .00 |
| 3-1280-431-00-123-958-0-673 | PCT3-38-0595-WESTERN AVE-R&B R&M SUPPLIE | 4,483.01 | .00 | .00 | .00 | 4,483.01 | .00 |
| 3-1280-431-00-123-959-0-673 | PCT3-38-0596-BRUSHLINE RD-R&B R&M SUPPLI | 6,253.31 | .00 | .00 | .00 | 6,253.31 | .00 |
| 3-1280-431-00-123-960-0-673 | PCT3-38-0604-COWBOYS RD-R&B R&M SUPPLIES | 791.88 | .00 | .00 | .00 | 791.88 | .00 |
| 3-1280-431-00-123-961-0-673 | PCT3-39-0625-TEN MILE RD-R&B R&M SUPPLIE | .15 | .00 | .00 | .00 | .15 | .00 |
| 3-1280-431-00-123-963-0-673 | PCT3-40-0612-CHIHUAHUA RD-R&B R&M SUPPLI | 3,714.35 | .00 | .00 | .00 | 3,714.35 | .00 |
| 3-1280-431-00-123-964-0-673 | PCT3-40-0637-KAIMAN RD-R&B R&M SUPPLIES | 550.49 | .00 | .00 | .00 | 550.49 | .00 |

| Account No/Description | | Adjusted Budget | Y-T-D Encumb | Period Expended | Y-T-D Expended | Available Balance | Percent Used |
|---|---|---|---|---|---|---|---|
| 3-1280-431-00-123-966-0-673 | PCT3-43-0636-DREAMER RD-R&B R&M SUPPLIES | 2,648.93 | .00 | .00 | .00 | 2,648.93 | .00 |
| 3-1280-431-00-123-967-0-673 | PCT3-43-0638-KUTZUR RD-R&B R&M SUPPLIES | 467.55 | .00 | .00 | .00 | 467.55 | .00 |
| 3-1280-431-00-123-968-0-673 | PCT3-47-0573-TROSPER RD-R&B R&M SUPPLIES | 3,170.46 | .00 | .00 | .00 | 3,170.46 | .00 |
| 3-1280-431-00-123-969-0-673 | PCT3-47-0574-LA HOMA RD-R&B R&M SUPPLIES | 5,907.15 | .00 | .00 | .00 | 5,907.15 | .00 |
| 3-1280-431-00-123-971-0-673 | PCT3-50-0576-DOFFING RD-R&B R&M SUPPLIES | 924.21 | .00 | .00 | .00 | 924.21 | .00 |
| 3-1280-431-00-123-972-0-673 | PCT3-51-0575-INSPIRATION RD-R&B R&M SUPP | 4,035.48 | .00 | .00 | .00 | 4,035.48 | .00 |
| 3-1280-431-00-123-973-0-673 | PCT3-51-0577-TWELVE MILE RD-R&B R&M SUPP | 3,114.03 | .00 | .00 | .00 | 3,114.03 | .00 |
| 3-1280-431-00-123-974-0-673 | PCT3-51-0578-TEXAN AVE-R&B R&M SUPPLIES | 7,924.34 | .00 | .00 | .00 | 7,924.34 | .00 |
| 3-1280-431-00-123-975-0-673 | PCT3-51-0579-IOWA AVE-R&B R&M SUPPLIES | 11,878.44 | .00 | .00 | .00 | 11,878.44 | .00 |
| 3-1280-431-00-123-976-0-673 | PCT3-51-0606-ELEVEN MILE RD-R&B R&M SUPP | 570.80 | .00 | .00 | .00 | 570.80 | .00 |
| 3-1280-431-00-123-977-0-673 | PCT3-51-0607-SIXTEEN MILE RD-R&B R&M SUP | 726.03 | .00 | .00 | .00 | 726.03 | .00 |
| 3-1280-431-00-123-978-0-673 | PCT3-52-0609-NINE MILE-R&B R&M SUPPLIES | 1,309.21 | .00 | .00 | .00 | 1,309.21 | .00 |
| 3-1280-431-00-123-980-0-673 | PCT3-53-0623-THIRTEEN MILE RD-R&B R&M SU | 1,450.77 | .00 | .00 | .00 | 1,450.77 | .00 |
| 3-1280-431-00-123-982-0-673 | PCT3-53-0633-FOURTEEN MILE RD-R&B R&M SU | 1,858.56 | .00 | .00 | .00 | 1,858.56 | .00 |
| 3-1280-431-00-124-981-1-673 | PCT4-43-0629-DILLON RD-R&B R&M SUPPLIES | 6,154.46 | .00 | .00 | .00 | 6,154.46 | .00 |
| 3-1280-431-00-124-982-1-673 | PCT4-43-0635-ROOTH RD-R&B R&M SUPPLIES | 7,118.66 | .00 | .00 | .00 | 7,118.66 | .00 |
| 3-1280-431-00-124-983-1-673 | PCT4-43-0645-ARGENTINA ST-R&B R&M SUPPLI | 1,637.83 | .00 | .00 | .00 | 1,637.83 | .00 |
| 3-1280-431-00-124-984-1-673 | PCT4-44-0660-HOEHN DR S/D-R&B R&M SUPPLI | 12,677.54 | .00 | .00 | .00 | 12,677.54 | .00 |
| 3-1280-431-00-124-985-1-673 | PCT4-44-0663-TEJANO ST-R&B R&M SUPPLIES | 1,637.83 | .00 | .00 | .00 | 1,637.83 | .00 |
| 3-1280-431-00-124-986-1-673 | PCT4-44-0671-SEMINARY RD-R&B R&M SUPPLIE | 23,764.24 | .00 | .00 | .00 | 23,764.24 | .00 |
| 3-1280-431-00-124-987-1-673 | PCT4-44-0673-HOEHN DR-R&B R&M SUPPLIES | 5,116.65 | .00 | .00 | .00 | 5,116.65 | .00 |
| 3-1280-431-00-124-988-1-673 | PCT4-46-0666-TOWER RD-R&B R&M SUPPLIES | 4,043.66 | .00 | .00 | .00 | 4,043.66 | .00 |
| 3-1280-431-00-124-989-1-673 | PCT4-44-0661-OWASSA&TOWER RD-R&B R&M SUP | 6,574.55 | .00 | .00 | .00 | 6,574.55 | .00 |
| 3-1312-431-00-121-103-1-731 | BERNAL HEIGHTS #1-ROADS | 48,380.50 | .00 | .00 | .00 | 48,380.50 | .00 |
| 3-1312-431-00-121-215-0-731 | DE ANDA SUBDIVISION-ROADS | 34,216.00 | .00 | .00 | .00 | 34,216.00 | .00 |
| 3-1312-431-00-121-220-1-731 | DELTA WEST SUBDIVISION-ROADS | 217,183.50 | .00 | .00 | .00 | 217,183.50 | .00 |
| 3-1312-431-00-121-230-1-731 | DIMAS #2 & 3-ROADS | 166,296.25 | .00 | .00 | .00 | 166,296.25 | .00 |
| 3-1312-431-00-121-244-1-731 | EL MESQUITE-ROADS | 134,590.10 | 68,246.00 | 4,400.00 | 4,400.00 | 61,944.10 | 53.98 |
| 3-1312-431-00-121-388-0-731 | LA MILPA S/D-ROADS | 38,565.00 | .00 | .00 | .00 | 38,565.00 | .00 |
| 3-1312-431-00-121-461-0-731 | MID-VALLEY ESTATES-ROADS | 1,511.70 | .00 | 1,163.00 | 1,163.00 | 348.70 | 76.93 |
| 3-1312-431-00-121-495-1-731 | NORTH CAPISALLO-ROADS | 36,410.93 | 3,994.96 | 21,136.05 | 21,136.05 | 11,279.92 | 69.02 |
| 3-1312-431-00-121-727-0-731 | TIJERINA ESTATES-ROADS | 14,034.25 | .00 | .00 | .00 | 14,034.25 | .00 |
| 3-1312-431-00-121-727-1-731 | TIJERINA ESTATES-ROADS | 91,121.05 | .00 | .00 | .00 | 91,121.05 | .00 |
| 3-1312-431-00-121-779-0-731 | VALLEY VIEW ESTATES-ROADS | 97,107.50 | .00 | .00 | .00 | 97,107.50 | .00 |

| Account No/Description | | Adjusted Budget | Y-T-D Encumb | Period Expended | Y-T-D Expended | Available Balance | Percent Used |
|---|---|---|---|---|---|---|---|
| 3-1312-431-00-121-790-0-731 | VILLAGE GROVE #2-ROADS | 20,419.00 | .00 | .00 | .00 | 20,419.00 | .00 |
| 3-1312-431-00-121-804-0-731 | WES-MER SUBDIVISION-ROADS | 409.42 | .00 | .00 | .00 | 409.42 | .00 |
| 3-1312-431-00-121-855-0-731 | ASH COUNTY-ROADS | 62,438.50 | .00 | .00 | .00 | 62,438.50 | .00 |
| 3-1312-431-00-122-557-1-731 | PENTECOSTAL-ROADS | 2,874.47 | .00 | .00 | .00 | 2,874.47 | .00 |
| 3-1312-431-00-122-596-0-731 | RANCHO ESCONDIDO SUBD-ROADS | 167,381.43 | 122,425.43 | 44,956.00 | 44,956.00 | .00 | 100.00 |
| 3-1312-431-00-122-693-1-731 | SOUTH SIDE VILLAGE-ROADS | 3,050.10 | .00 | .00 | .00 | 3,050.10 | .00 |
| 3-1312-431-00-122-767-1-731 | VAL BAR ESTATES-ROADS | 67,154.32 | 67,154.32 | .00 | .00 | .00 | 100.00 |
| 3-1312-431-00-122-900-0-731 | MORNINGSIDE SOUTH SUBD-ROADS | 4,725.73 | .00 | .00 | .00 | 4,725.73 | .00 |
| 3-1312-431-00-123-141-0-731 | CASA DE LOS VECINOS-ROADS | 317,837.00 | 283,287.25 | .00 | .00 | 34,549.75 | 89.13 |
| 3-1312-431-00-123-234-0-731 | DUDE HILL #1-ROADS | 46,913.29 | 46,913.29 | .00 | .00 | .00 | 100.00 |
| 3-1312-431-00-123-312-1-731 | HAVANA S/D-ROADS | 26,308.00 | .00 | .00 | .00 | 26,308.00 | .00 |
| 3-1312-431-00-123-348-0-731 | JARDIN TERRACE SUBDIVISION-ROADS | 112,194.75 | .00 | .00 | .00 | 112,194.75 | .00 |
| 3-1312-431-00-123-385-1-731 | LA HOMA RD S S/D-ROADS | 3,327.50 | .00 | .00 | .00 | 3,327.50 | .00 |
| 3-1312-431-00-123-488-0-731 | MUNOZ ESTATES-ROADS | 67,773.45 | .00 | .00 | .00 | 67,773.45 | .00 |
| 3-1312-431-00-123-536-0-731 | PALM LAKE ESTATES #1-ROADS | 320,128.93 | .00 | .00 | .00 | 320,128.93 | .00 |
| 3-1312-431-00-123-536-1-731 | PALM LAKE ESTS #1-ROADS | 140,622.00 | .00 | .00 | .00 | 140,622.00 | .00 |
| 3-1312-431-00-123-587-0-731 | RAMIREZ SUBDIVISION-ROADS | 37,766.71 | .00 | .00 | .00 | 37,766.71 | .00 |
| 3-1312-431-00-123-588-0-731 | RAMIREZ SUBDIVISION #2-ROADS | 35,917.18 | .00 | .00 | .00 | 35,917.18 | .00 |
| 3-1312-431-00-123-589-0-731 | RAMIREZ SUBDIVISION #3-ROADS | 55,289.04 | .00 | .00 | .00 | 55,289.04 | .00 |
| 3-1312-431-00-123-600-0-731 | RANDOLPH BARNETT #1-ROADS | 46,772.14 | .00 | .00 | .00 | 46,772.14 | .00 |
| 3-1312-431-00-123-606-0-731 | REGAL ESTATES-ROADS | 119,424.19 | .00 | .00 | .00 | 119,424.19 | .00 |
| 3-1312-431-00-123-780-1-731 | VEREDA TROPICAL-ROADS | 90,779.50 | .00 | .00 | .00 | 90,779.50 | .00 |
| 3-1312-431-00-124-260-0-731 | ENGLEMAN EST-ROADS | 129,034.48 | .00 | .00 | .00 | 129,034.48 | .00 |
| 3-1312-431-00-124-300-0-731 | HACIENDA DE LOS VEGAS-ROADS | 2,524.16 | .00 | .00 | .00 | 2,524.16 | .00 |
| 3-1312-431-00-124-329-0-731 | HOEN DRIVE SUBD-ROADS | 194,027.82 | .00 | .00 | .00 | 194,027.82 | .00 |
| 3-1312-431-00-124-401-0-731 | LAKEVIEW SUBDIVISION-ROADS | 267,295.85 | 267,295.85 | .00 | .00 | .00 | 100.00 |
| 3-1312-431-00-124-406-0-731 | LAS BRISAS-ROADS | 40,635.44 | 5,621.58 | .00 | .00 | 35,013.86 | 13.83 |
| 3-1312-431-00-124-603-0-731 | RANKIN SUB-ROADS | 197,742.69 | .00 | .00 | .00 | 197,742.69 | .00 |
| 3-1312-431-00-124-752-0-731 | TRENTON TERRACE-ROADS | 60,101.82 | .00 | .00 | .00 | 60,101.82 | .00 |
| 3-1315-431-00-121-039-0-731 | TXDOT-MILE 6 WEST(US83-SH107)-ROADS | 249,641.34 | 185,832.81 | .00 | .00 | 63,808.53 | 74.44 |
| 3-1315-431-00-121-040-0-731 | TXDOT-MILE 2 WEST(MILE12-US83)-ROADS | 795,483.89 | 29,763.69 | .00 | .00 | 765,720.20 | 3.74 |
| 3-1315-431-00-122-028-0-731 | TXDOT-S. MCCOLL ROAD-ROADS | 45,663.59 | .00 | .00 | .00 | 45,663.59 | .00 |
| 3-1315-431-00-122-081-0-731 | TXDOT-NOLANA LOOP-ROADS | 70,000.00 | .00 | .00 | .00 | 70,000.00 | .00 |

| Account No/Description | | Adjusted Budget | Y-T-D Encumb | Period Expended | Y-T-D Expended | Available Balance | Percent Used |
|---|---|---|---|---|---|---|---|
| 3-1315-431-00-122-085-0-731 | TXDOT-THOMAS RD(JCKSN-STEWART)-ROADS | 14,796.61 | .00 | .00 | .00 | 14,796.61 | .00 |
| 3-1315-431-00-123-094-0-731 | TXDOT-M2N (MOOREFIELD-LA HOMA)-ROADS | 23,249.71 | 19,327.11 | .00 | .00 | 3,922.60 | 83.13 |
| 3-1315-431-00-124-023-0-731 | TXDOT-"I" RD(OWASSA-US281)-ROAD | 9,650.00 | .00 | .00 | .00 | 9,650.00 | .00 |
| 3-1331-431-00-121-016-0-731 | CO2001-PCT1-ROADS | 5,391.00 | .00 | .00 | .00 | 5,391.00 | .00 |
| 3-1331-431-00-123-010-0-731 | CO2001-PCT3-ROADS | 13,294.69 | 13,294.69 | .00 | .00 | .00 | 100.00 |
| 3-1334-431-00-121-025-0-731 | CO2004-PCT1-ROADS | 7,818.61 | .00 | .00 | .00 | 7,818.61 | .00 |
| 3-1336-431-00-121-041-0-731 | CO2006-PCT1-ROADS | 51,870.27 | .00 | .00 | .00 | 51,870.27 | .00 |
| 3-1336-431-00-121-076-0-731 | CO2006-PCT1 M10N (M4W-E1215') WIDEN-ROAD | 60,000.00 | .00 | .00 | .00 | 60,000.00 | .00 |
| 3-1336-431-00-123-045-0-731 | CO2006-PCT3 LA HOMA(SH495-FM1924)-ROADS | 3,300.00 | 3,300.00 | .00 | .00 | .00 | 100.00 |
| 3-1336-431-00-123-051-0-731 | CO2006-PCT3 M3N (TOMGILL-FM2221)-ROADS | 45,001.77 | 45,001.77 | .00 | .00 | .00 | 100.00 |
| 3-1336-431-00-123-081-0-731 | CO2006-PCT3 CIRCLE 6RD(N&S OF M4)-ROADS | 134.69 | .00 | .00 | .00 | 134.69 | .00 |
| 3-1339-431-00-122-027-0-731 | CO2009-PCT2 TOWER RD(MOORE-BALLI)-ROAD | 89,032.42 | 25,578.32 | .00 | .00 | 63,454.10 | 28.73 |
| 3-1341-431-00-124-030-0-731 | CO 2009B&C-PCT4 10TH (SH107-FM1925)-ROAD | 139,281.13 | 113,965.35 | 25,315.78 | 25,315.78 | .00 | 100.00 |
| 3-1342-431-00-121-085-0-731 | CO2010A&B-PCT1 MILE17N(FM88-FM1015)-ROAD | 78,800.56 | .00 | .00 | .00 | 78,800.56 | .00 |
| 3-1342-431-00-121-086-0-731 | CO2010A&B-PCT1 PLEASANTVIEW(S.11-34)-RD | 16,663.80 | .00 | .00 | .00 | 16,663.80 | .00 |
| 3-1342-431-00-121-099-0-731 | CO2010A&B-PCT1 VALDEZ(ARMANDO-DITCH)-RD | 759.42 | .00 | .00 | .00 | 759.42 | .00 |
| 3-1342-431-00-121-101-0-731 | CO2010A&B-PCT1MINNESOTA(GOOLIE-DILLO)-RD | 10,242.06 | 4,726.06 | .00 | .00 | 5,516.00 | 46.14 |
| 3-1342-431-00-121-104-0-731 | CO2010A&B-PCT1 MILE 2E (BUS83-M6N)-ROAD | 35,107.20 | 28,547.20 | .00 | .00 | 6,560.00 | 81.31 |
| 3-1342-431-00-122-027-0-731 | CO2010A&B-PCT2 TOWER RD(MOORE-BALI)-ROAD | 39,275.00 | 39,275.00 | .00 | .00 | .00 | 100.00 |
| 3-1342-431-00-122-049-0-731 | CO2010A&B-PCT2TOWER(OWASA-ALAMO CTY)-RD | 117,772.99 | 72,053.14 | .00 | .00 | 45,719.85 | 61.18 |
| 3-1342-431-00-123-094-0-731 | CO2010A&B-PCT3 M2N(MOOREFIELD-LAHOMA)-RD | 186,013.52 | 186,013.52 | .00 | .00 | .00 | 100.00 |
| 3-1342-431-00-123-100-0-731 | CO2010A&B-PCT3 LBRTY/T.GIL(83-FM2221)-RD | 217,034.04 | 165,819.85 | 51,214.19 | 51,214.19 | .00 | 100.00 |

# HIDALGO COUNTY PURCHASING DEPARTMENT
# BID TABULATION SHEET

| | |
|---|---|
| **DEPARTMENT NAME: HIDALGO COUNTY** | |
| **BID OPENING DATE: FEBRUARY 27, 2013** | **BID OPENING TIME: 9:30 A.M.** |
| **DESCRIPTION OF BID: PIPES-(Reinforced Polyethylene Pipe. Corrugated PVC, Steel Storm Sewer & Plumbing Pipes & Additional Miscellaneous Items)** | |
| **BID NO: 2013-064-02-27-YZV** | **BUYER: YOLANDA VELASQUEZ** |

| BID # RFB# | NAME OF COMPANY | ACKNOWLEGMENT OF RECEIPT |
|---|---|---|
| #1 | Contech Engineered Solutions | √ |
| #2 | HD Waterworks | √ |
| #3 | Ferguson Supply Waterworks | √ |
| #4 | | |
| #5 | | |
| #6 | | |
| #7 | | |
| #8 | | |
| #9 | | |

**HIDALGO COUNTY PURCHASING DEPARTMENT**
**PARTICIPATING BIDDER'S LOG**
**SPECIFICATIONS/BID PACKETS**
**RFB-RFP-RFQ**

**BID OPENING DATE: February 27 , 2013 BID OPENING TIME: 9:30 A.M.**

**DEPARTMENT/BID DESCRIPTION:"HIDALGO COUNTY- PIPES"**
**BID NO.: 2013-064-02-27-YZV**

| NAME OF VENDOR: COMPANY/FIRM | BID REQUEST *VIA | SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT | DATE | ADDRESS & PHONE NO |
|---|---|---|---|---|
| 1Ferguson Waterworks<br>Jorge Valladares | IP | Jorge.valladares@ferguson.com<br>Signature<br>YZV | 2/11/13 | 1900 W. Exp. 83<br>Mission, Texas 78572<br>Tel: 956-584-8199 |
| 2 ACT Pipe Supply<br>Lupe Zavala | IP | jzavala@actpipeandsupply.com<br>Signature<br>YZV | 2/11/13 | 1004 N. Shary Rd<br>Mission, Texas 78572<br>Tel: 956-583-1558 |
| 3Contech Engineered Solutions<br>Kevin Bain | EM | baink@contech-cpi.com<br>YZV | 2/12/13 | 404 E. Ramsey Suite 109<br>San Antonio, TX 78216<br>Tel: 210-737-1129 |
| 4 Belding Tank Technologies<br>Angie Bush | EM | angie@beldingtank.com | 2/13/13 | 200 N. Gooding Street<br>Belding, Michigan 48809<br>Tel: 616-794-1130 |
| 5Texas Irrigation Supply<br>Rick Lake | EM | Rick.lake@txisupply.com | 2/13/13 | 16816 Calply Drive<br>Round Rock, Texas 78664<br>Tel: 210-323-8906 |
| 6Virtual Builders Exchange<br>Sarrah Hearn | EM | Sarrah@virtualbx.com | 2/19/13 | Tel 210-564-6900 ext 105 |
| 7 | | | | |
| 8 | | | | |
| 9 | | | | |
| 10 | | | | |
| 11 | | | | |
| 12. | | | | |

***VIA:**
**IN PERSON (IP)** **TELEPHONE REQUEST (TR)** **FACSIMILE (FAX)**
**BIDDER LIST MAIL OUT (BLM)** **E-MAIL (EM)**

**From:** Martha Salazar
**To:** yolanda.velasquez@co.hidalgo.tx.us
**Subject:** Fwd: PIPES-2013-064
**Date:** Monday, March 04, 2013 4:03:25 PM

---

You're on a roll.

---

**From:** "Steve Crain" <scrain@atlashall.com>
**To:** "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
**Sent:** Monday, March 4, 2013 3:54:54 PM
**Subject:** RE: PIPES-2013-064

The draft contracts are fine.

---

**From:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
**Sent:** Monday, March 04, 2013 3:14 PM
**To:** Steve Crain
**Cc:** yolanda.velasquez@co.hidalgo.tx.us
**Subject:** Fwd: PIPES-2013-064

Mr. Crain:

Please review and comment as to form.

Marty

---

**From:** "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
**To:** "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
**Cc:** "Darlene" <darlene.betancourt@co.hidalgo.tx.us>
**Sent:** Monday, March 4, 2013 3:01:25 PM
**Subject:** PIPES-2013-064



Mrs. Marty

Please forward contract(s) for above mentioned project for legal's review/comment/approval as to form. I have prepared an Agenda item for the 19th.

Thank you,

Yolanda Z. Velasquez, Buyer III
Hidalgo County - Purchasing Department
2802 S. Business Hwy. 281

Edinburg, TX 78539
Tel (956) 318-2626 x 4881
Fax (956) 318-2629
email: yolanda.velasquez@co.hidalgo.tx.us
"...I can do all things through Christ our Lord who strengthens me..." Philippians 4:13

# REQUIREMENTS AGREEMENT
# C-2013-064-03-19

THIS AGREEMENT (the "Agreement") is entered into effective as of March 19, 2013 by and between _____ ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of **"Pipes-(Reinforced Polyethylene Pipe, Corrugated PVC and Steel Storm Sewer Pipes, Plumbing Pipes and Additional Miscellaneous Items",** as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") ; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer of in the areas of HIDALGO COUNTY projects for a period to commence March 19, 2013 through February 28, 2014. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period under the same rates, terms and conditions at the end of the contract term for unforeseen delay in award of new bid for next contract term and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to

Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

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

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of

the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to Buyer: Hidalgo County
Attention: County Judge
302 West University Drive
Edinburg, Texas 78539

If to Seller:

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.

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

g. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors,

administrators, legal representatives, successors, and assigns where permitted by this Agreement.

h. **Assignment.** This Agreement shall not be assignable.

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

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

m. Any contract award to a successful bidder will be in effect until (a) contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County without cause with thirty day's written notice prior to cancellation.

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

HIDALGO COUNTY

_____

Ramon Garcia, County Judge

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

VENDOR:

By:_____

Printed Name:_____

Company:_____

Approved on Commissioners' Court: _____

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

By:_____
Stephen Crain

**AI-37440** **Purchasing Department 23. A. 4.**

**CC REGULAR**

**Meeting Date:** 03/20/2013

**Submitted For:** Martha L Salazar-CPPB **Submitted By:** Darlene Betancourt, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

**CAPTION**

Requesting authority to advertise (RFP) for the provision of Consulting Services to develop a new Hazard Mitigation Action Plan for Hidalgo County with approval of procurement packet

**BACKGROUND**

## Fiscal Impact

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

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

**BUDGETARY IMPACT:**

No funds required at this phase of procurement process.

## Attachments

legal terms

requirements

draft contract consulting services

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 03/15/2013 10:20 AM |
| Budget & Management | Obdett Calzada | 03/15/2013 01:07 PM |
| Rosalinda Cantu | Rosie Cantu | 03/15/2013 01:32 PM |
| Auditor's Office | Monica Badillo | 03/15/2013 04:22 PM |

Form Started By: Darlene Betancourt Started On: 03/04/2013 03:19 PM

Final Approval Date: 03/15/2013

| RFP NO: 2013-073-00-00-CGA | BUYER III: Gricelda (Cris) Ayala | Tel. No: (956) 318-2626 |
|---|---|---|

# REQUEST FOR PROPOSALS

## Hidalgo County
Edinburg, Texas

**"Consulting Services for Hidalgo County Hazard Mitigation Action Plan"**

**April , 2013**

DRAFT

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 **"Consulting Services for Hidalgo County Hazard Mitigation Action Plan",** in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.

2. One (1) original and seven (7) copies of all RFPs 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: 2013-073-00-00-CGA- Consulting Services for Hidalgo County Hazard Mitigation Action Plan"** and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, April , 2013.**

   **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 OR PACKAGE WITH REFERENCE TO: RFP No: 2013-073-00-00-CGA- CONSULTING SERVICES FOR HIDALGO COUNTY TURNKEY HAZARD MITIGATION ACTION PLAN".**

   **WRITTEN QUESTIONS WILL BE ACCEPTED WILL BE ACCEPTED via facsimile to (956) 292-7612 or via e-mail to: cris.villarreal@co.hidalgo.tx.us BY NO LATER THAN Tuesday, _____ at 5:00 p.m. Responses will be sent to all applicants by Thursday, _____. 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 item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal 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 at a County owned or operated location, each proposer 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 dollar amount of 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 open 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 the 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 proposals.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a 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's Office

DRAFT

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: (If applicable)

. 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 proposer
   b) Name and address of receiving department or official
   c) Purchase Order Number and Contract Number (if any)
   d) Notation – "**Consulting Services for Hidalgo County Hazard Mitigation Action Plan"**
   e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

**Hidalgo County Auditor's Office**
**Ray Eufracio, County Auditor**
**2802 S. Business Hwy. 281**
**Edinburg, TX 78539**
**956-318-2511**

17. Schedule of Events

| | |
|---|---|
| **Projected Proposal Opening, 9:30 A.M.,** | **April , 2013** |
| **Project/Anticipated Award Date:** | **_____, 2012** |
| Commence Work or Deliver Products | **_____, 2012** |

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 bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~

**All participants are 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 material men have been paid.~~

. ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

. ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

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 No. 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 and benefits as required by Federal or State law. Successful proposers' 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 with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposals 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

DRAFT

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.

DRAFT

**REQUEST FOR PROPOSAL**

**HIDALGO COUNTY**
**"Consulting Services for Hidalgo County Hazard Mitigation Action Plan"**

**RFP NO: 2013-073-00-00-CGA**

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 proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer 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.

Proposer 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 receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer:_____

Address:_____

_____

_____

By:_____

Printed Name:_____

DRAFT

# EXHIBIT A
# REQUIREMENTS

## HIDALGO COUNTY
## REQUEST FOR PROPOSAL

**PROFESSIONAL CONSULTANTING SERVICES**
**-HAZARD MITITGATION ACTION PLAN**

**RFP NO: 2013-073-00-00-CGA**

**(NIGP Commodity Code: 918)**

DRAFT

Hidalgo County is requesting for sealed proposals from qualified **Consultant(s)** to assist in the development of a New Hazard Mitigation Action Plan. The plan will set the stage for long-term disaster resistance through the identification of actions. Hidalgo County Purchasing Department will receive sealed proposals for the provision and establishment of Consulting Services to develop a Hazard Mitigation Action Plan for Hidalgo County as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, April 00, 2013. ANY RFP/Q RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:
**RFP NO: 2013-073-00-00-CGA**

**US Postal Mail address:**
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy. 281
Edinburg, Texas 78539

**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

**The Submittal Envelope Must Show the RFP Number, Name and Acceptance Date**.
The following outlines the Request For Proposal:

## SECTION I GENERAL TERMS AND CONDITIONS

**ADDITIONAL INFORMATION:**
Hidalgo County is requesting that Request For Proposal be routed to Martha L. Salazar, CPPB, Purchasing Agent.

**WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMIL NO LATER THAN** Wednesday, _____ _____, 2013 at 5:00 P.M. at (956) 292-7612, and/or **BY EMAIL TO:** cris.villarreal@co.hidalgo.tx.us Responses will be sent to all applicants via facsimile by Friday, _____. **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 bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located 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/Q must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's, affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

**NON-DISCRIMINATION:**
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

**PROCESSING TIME FOR PAYMENT:**
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

**ELECTRONIC TRANSMISSION OF 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/Qualification (RFP/Q) 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 bidding 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 RFP/Q, to make sure that it is stamped with date and time by the County Purchasing staff.

**SIGNING OF PROPOSALS/QUALIFICATIONS:**
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink**.

DRAFT

**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 contract will be for a period of two (2) years with the county's option to renew for an additional one (1) year term, at the same rates, terms and conditions. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day Grace Period at the end of the contract under the same rates, terms and conditions.

**DAVIS BACON ACT: (If Applicable)**
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

## SECTION II RFP REQUIREMENTS

**REQUEST FOR PROPOSAL/QUALIFICATION:**
The required contents and limitations for the preparation of the RFP/Q 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/Q. A total of **one (1) original and seven (7) copies** of the RFP/Q shall be submitted to the address on the cover letter.

**CONTENTS:**
The required contents for the RFP/Q are presented below in the order they should be incorporated into the submitted document.

**UNDERSTANDING OF THE PROJECT:**
This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

**SCOPE OF SERVICES:**
Hidalgo County is requesting proposals from experienced, qualified consultants in order to establish a **Professional Consulting Services** to provide consulting services to assist in the development of a new Hazard Mitigation Action Plan. The plan will set the stage for long-term disaster resistance through the identification of actions. The Plan will focus on mitigation strategies and measure, and establish a coordinated process for implementation in conjunction with the Hidalgo County Emergency Management Office.

The proposed Hidalgo County Hazard Mitigation Action Plan will cover the unincorporated areas of the County and any participating cities, including but not limited to:

DRAFT

The scope of work will encompass all project-related services to the County of Hidalgo including, but not limited to, the following:

**1. Organize to prepare the plan**

a. Coordinate planning effort with Hidalgo County staff and participating Jurisdictions
b. Mitigation Planning kickoff meeting.

**2. Plan to Involve the Public**

a. Documents prepared to brief the public at Commissioners Court Meetings, as well as information to be included on the County website and social media channels
b. Prepare Mitigation Plan Questionnaire to be distributed to the public and determine method of distribution
c. Take advantage of routine meetings of other agencies to use as an opportunity to involve the public
d. Issue public notices and hold first public meeting to formally initiate the planning process

**3. Coordinate with Other Agencies**

a. Submit statements and information to other agencies to include as topics on their routine agendas
b. The Draft Mitigation Plan will be submitted to TDEM and other agencies for review and comment
c. Hold a second Mitigation Planning meeting

**4. Assess the Hazards**

a. Review the Risk Assessment from the current Cover the Boarder Hazard Mitigation Plan
b. Evaluate each hazard and potential impact to areas within the County to include all participating Jurisdictions. Utilize TDEM and FEMA hazard evaluation protocol to document the process
c. Incorporate previous Cover The Border Hazard Mitigation Plans, Floodplain Management Program Activities, Plans, Emergency Management Plan Risk Assessments, and other hazards information that is available
d. Prepare GIS Base Maps to locate hazard areas in Hidalgo County and surrounding jurisdictions
e. Research existing studies, reports and documentation pertaining to natural disasters that have impacted the County, such as Hurricane Dolly and Hurricane Alex
f. Identify river and storm drainage issues that impact the County
g. Obtain and evaluate the FEMA/NFIP Repetitive Loss List
h. Coordinate with Hidalgo County and others to identify floodplain mapping and drainage improvement needs
i. Coordinate with state and federal agencies such as the, Texas General Land Office, Texas Department of Transportation, Governor's Division of Emergency Management, Texas Water Development Board, National Marine Fisheries and Texas Parks and Wildlife Department
j. Coordinate with FEMA to obtain technical information related to any ongoing effort that includes the County
l. Coordinate with FEMA, TxDOT, NGS and others to obtain NAVD 88 Benchmarks within the County that can be referenced for new construction within the areas subject to flooding.

DRAFT

**5. Assess the Problem**

a. Review the vulnerability assessment for the current Cover the Board Hazard Mitigation Plan prepared by the Rio Grande Institute and Texas A&M International University
b. Utilize TDEM hazard evaluation protocol and evaluate the potential impact of each hazard for unincorporated areas in the County as well as adjacent areas.
c. Hold Mitigation Planning Meeting #3

**6. Mitigation Plan Goals**

a. Identify goals and mitigation action items that can be incorporated into the Mitigation Plan and Capital Improvement Plan of the County and all participating Jurisdictions
b. Evaluate goals and action items and establish ranking of priorities
c. Finalize the Mitigation Goals and CIP action items for the County and all participating Jurisdictions.

**7. Prepare the County's Draft Mitigation Plan**

a. Research existing benchmarks in the County available from FEMA, TxDOT, NGS and others. Create a benchmark database, including and new BM's that have been established by the County to assist in administering NFIP requirements
b. Prepare the Draft Mitigation Plan for review prior to Public Meeting #2 and submittal to TDEM Hold Public Meeting # 2 on the draft plan

**8. Submit draft Plan to TDEM**

a. Submit the Draft Plan and Crosswalk Checklist to TDEM for review
b. Revise the Draft Plan based upon review comments from other agencies. Impromptu committee will consist of participating Cities during planning meetings and TDEM

**9. Finalize the Plan for adoption**

a. Conduct Public Meeting #3 to formally present the Plan and allow public input in the plan
b. Respond to review comments received from the public, FEMA, TDEM and other agencies and revise the Draft Plan as required.
c. Upon receipt of Plan acceptance notice from TDEM, present to Commissioners Court to review draft plan before final adoption
d. Hidalgo County's Commissioners Court formal adoption of the Plan
e. Participating Jurisdictions formal adoption of the plan
f. Mitigation Planning Meeting #4
g. Final Plan must be completed by no later than, September 15, 2013

**10. Establish procedures to implement, evaluate and revise the plan**

a. Develop procedures to implement, evaluate, monitor and revise the plan on an annual basis for the initial five year period.
b. Distribute ten (10) printed and bound final plans, to include ten (10) electronic copies of the plan on CD in Microsoft Word and Pdf format to County staff and other agencies

DRAFT

c. Prepare Project Close Out documentation and report to be submitted to TDEM
d. Submit the Mitigation Actions from the approved Mitigation Plan to Hidalgo County to be incorporated into the Hidalgo County all-hazards Mitigation Plan
e. Mitigation Plan Meeting #5 – Wrap Up

**FIRM QUALIFICATIONS**

This section should include a description of the firm's project personnel and their most recent similar projects. For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages. Additionally all interested participants shall comply with the following;

a. Interested firm's shall meet or exceed Final Rule of Local Mitigation Planning 44 CFR 2 201-6 in order to be FEMA approved.

b. Minimum of three (3) years experience in preparing similar Hazard Mitigation Plans for governmental entities.

c. Demonstrate thorough knowledge and understanding of natural and manmade hazards, State of Texas HMAP and FEMA's requirements for Hazard Mitigation Plans.

d. Provide detailed information on experience with previous Hazard Mitigation Plans and plan updates including knowledge of current FEMA plan requirements.

e. Provide a representative list of projects of a scale and complexity similar to the project being requested by the County. The list should include the project location, client, services provided by your firm for the project, term of services and owner contact information.

f. Provide at least three (3) references for which your firm has provided the same or similar services. Failure to submit references may result in the disqualification for award.

g. The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. Identify project staff, task leaders and sub-consultants whom will be working alongside key County staff.

**NUMBER OF COPIES TO BE SUBMITTED:**

Hidalgo County requires **one (1) original submittal and seven (7) copies**.

**ADDITIONAL INFORMATION:**

Hidalgo County is requesting that any and all questions, inquiries, and all clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, **Attn: Cris Ayala, via email**: cris.villarreal@co.hidalgo.tx.us, 2812 South Business Highway 281, Edinburg Texas 78539. ***TELEPHONE CALLS WILL NOT BE ACCEPTED!***

DRAFT

Any/All 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 whenever it is in the County's best interest to do so.

**PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:**
Proposer is to provide a fee proposal based on the scope of work and services.

## SECTION III: SELECTION AND SCHEDULES

### I. SELECTION PROCEDURES/EVALUATION CRITERIA:

The evaluation consists of a 100-point scoring system. However, after the 100-point evaluation, Hidalgo County Commissioner's Court may elect to narrow the participating firms and request a presentation from a representative from firms.

A. Evaluation Committee selected by Hidalgo County Commissioner's Court, Elected Official or User Department will review, score and evaluate the Request for Proposals (RFP) received.

B. After the RFP have been reviewed, scored and evaluated, a grid will be presented to Commissioner's Court for the purposes of ranking.

C. Categories are further detailed in the Selection Criteria (Exhibit B) section of this RFP.

### II. SCORING AND EVALUATION PROPOSALS

Proposals will be evaluated and scored for innovation and completeness, in response to each of the elements outlined in the Scope of Services including but not be limited to, the items listed below:

**A. EXPERIENCE - 30 POINTS**

1. Experience and background with other governmental agencies relevant to previous Disaster Mitigation Plans and Plan updates including knowledge of current FEMA plan requirements.
2. Demonstrate client satisfaction and candidate's familiarity with the required experience and expertise

**B. COST - 25 POINTS**

1. Provides the required turnkey services at a reasonable cost.

**C. PROJECT UNDERSTANDING AND METHODOLOGY-25 POINTS**

1. Firm understanding of the project scope of work, its complexity, commitment of adequate resources to satisfy all project elements, and sequence of steps and time that will be necessary to satisfactorily complete all tasks outlined in scope of work.

**D. CAPACITY OF PERFORMANCE - 20 POINTS**

1. Provides appropriate evidence of adequate staffing.
2. Complete full scope of work and satisfy all project requirements, including final Hazard Hazard Mitigation Plan in a timely manner.

DRAFT

**TERMINATION OF SERVICES:**

**Any contract awarded 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 day's written notice prior to cancellation.**

**PROPOSAL SUBMITTED TO: An original and seven (7) copies** of RFP/Qs should be submitted to:

| **US Postal Mail address:** | **Physical Address:** |
|---|---|
| Martha L. Salazar, CPPB, Purchasing Agent<br>Hidalgo County Purchasing Department<br>Administration Building<br>2812 S. Business Hwy. 281<br>Edinburg, Texas 78539 | Martha L. Salazar, CPPB, Purchasing Agent<br>Hidalgo County Purchasing Department<br>Administration Building<br>2802 S. Business Hwy. 281<br>Edinburg, Texas 78539 |

RFP must be submitted by **no later than 9:30 a.m. on Wednesday, _____**

Categories are further detailed in the Selection Criteria (Exhibit B) section of this RFP.

DRAFT

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

# CONTRACT FOR CONSULTING SERVICES
# C-13-073-00-00

THIS AGREEMENT is made on the ___ day of _____, **2013** by and between **HIDALGO COUNTY, TEXAS,** a political subdivision of the State of Texas (hereinafter "County") and _____ a resident of (Hidalgo County, Texas)_____ (hereinafter" Consultant") to serve at the pleasure of the Hidalgo County Commissioner's Court.

W I T N E S S E T H:

WHEREAS, County desires to contract with a person to provide the services necessary to the County of Hidalgo that are more specifically set forth hereinafter; and

WHEREAS, Consultant(s) has agreed to provide the services enumerated hereinafter to Hidalgo County Commissioner's Court.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, County and Consultant(s) agree as follows:

1. Consultant(s) agrees to provide the County the consulting services required by Hidalgo County in connection with **"Professional Consultant To Develop Hazard Mitigation Action Plan"** (the "Plan"). Pursuant to Article 262.024 "The Professional Service Procurement Act", Texas Local Government Code, the County has requested proposals form professional consultants to assist the County in providing a Plan. The services include, but are not limited to, the items listed on Appendix A, which is attached and made a part of this Contract.

2. Consultant(s) will report any problems or recommended changes in the Implementation of **"Professional Consultant To Develop Hazard Mitigation Action Plan"** to Hidalgo

DRAFT

County.

3. As consideration for services of Consultant(s) described herein, County agrees to pay Consultant(s) the fees as outlined in Appendix B, which is attached to and made a part of this Contract.

4. Consultant(s) must comply with all applicable County policies. Notwithstanding the foregoing sentence, Consultant(s) represents and maintains that he is an independent Consultant(s) and is not an employee of County or any agency thereof, and represents and warrants that he does not desire or request any fringe benefits provided to employees of County. Consultant(s) agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

5. County and Consultant(s) agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all. In the event this Contract is terminated without cause by County, but not otherwise, any unpaid fees or compensation owing to Consultant(s) at the time of termination under this contract will be due and payable to Consultant(s) within thirty (30) days following the date of contract termination.

6. Consultant(s) may not subcontract the obligations or rights under this Contract to any person or entity without the prior written consent of County.

7. Consultant(s) agrees to comply with the Title VI of the Civil Rights Act of 1964.

8. The contract will be for a period of two (2) years with the county's option to renew for an additional one (1) year term, at the same rates, terms and conditions. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day Grace Period at the end of the contract under the same rates, terms and conditions.

DRAFT

9. **Notice.** 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 be either be (i) personally against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addressed set forth below, or at such other addressed as may have been theretofore specified by written notice delivered in accordance herewith.

If to County: County of Hidalgo, Texas
Attn: County Judge
302 W. University Dr.
Edinburg, Texas 78539

If to Consultant(s): _____
Attn: _____
_____
_____

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 at it is deposited in the United States mail.

10. **Conflict with Applicable Law.** Nothing in this Consultant(s) shall be construed so as to require the commission of any contrary to law, and whenever this 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 hereof, 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 extend necessary to bring them within the legal requirements and only during the time such conflict exists.

DRAFT

11. **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.

12. **Entire Agreement.** This Contract 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 Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Consultant(s) and not otherwise.

13. **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.

14. **Additional Documents.** The parties hereto covenant and agree that the will execute such other further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.

15. **Successors.** This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrator, legal representatives, successors, and assigns where permitted by this Contract.

16. **Assignment.** This Agreement shall not be assignable; provided, however, that Consultant(s) may assign its right to receive payments hereunder for the purpose of obtaining financing so long as Consultant(s) is not excused from and/or does not delegate its duties hereunder.

DRAFT

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

18. **Gender and Number**. 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.

19. **Authority to Execute**. The execution and performance of this Contract by County and Consultant(s) have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes valid and enforceable obligations of County and Consultant(s) in accordance with its terms.

20. **Ethical Provision**. It is understood that the employee of County or individuals acting as agents for County are not authorized to receive any type of personal payment, reimbursement, compensation, commission, gift or gratuity for services provided under this Contract. Consultant(s) warrants that no employee or agent of the County has been retained to solicit or secure this Contract and that Consultant(s) has not paid or agreed to pay any employee of County any fee, commission, percentage brokerage fee, gift or any other consideration contingent upon the making of this Contract, or as an inducement for entering into this Contract. The unauthorized offering or receipt of such payments may result in the immediate termination of this Contract.

21. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioner's Court does not appropriate sufficient funds to meet the obligations of the County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Consultant(s). County, agrees however, to use reasonable efforts to

DRAFT

secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provision of Tex. Loc. Govt. Code Ann §271.903 (Vernon Supp. 1995).

22. **Indemnity and Hold Harmless**. Consultant(s) agrees to indemnify and hold County harmless from any loss, costs, liabilities or damages that are incurred by County which are primarily attributable to the acts or omissions of Consultant(s) or the acts or omissions of Consultant(s) employees, agents or other representatives, including the violation of any law or regulation related to Consultant(s)'s duties under this Agreement.

To the extent permitted by applicable law, County agrees to indemnify and hold Consultant(s) harmless from any loss, costs, liabilities or damages which are incurred by Consultant(s) which are primarily attributable to the acts or omissions of County of the acts or omissions of County employees, agents or other representatives, including the violation of any law or regulation related to County's duties under this Agreement

23. **Insurance.** Consultant agrees to provide and maintain in the limits of liability insurance covering its activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, '100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish department a Certificate of Insurance (Exhibit "C"), issued by the insurer that such insurance is in full force and effect.

24. **Representation and Warranties**. Consultant(s) represents and warrants to County all representations and warranties of Contract as contained in its responses to County's Request for Proposal are true and correct as of the date hereof. Consultant(s) additionally represents

DRAFT

and warrants that has not, and will not in the future, receive any compensation (whether in the form of cash, credit, commissions, gifts, tangible property or otherwise) in connection with the award by County of a contract for employee health benefits, other than compensation to Consultant(s) pursuant to this Contract. In the event any representation or warranty of Consultant(s) hereunder is or becomes incorrect or untrue, Consultant(s) agrees to promptly notify County thereof, in which event County may, in its sole discretion, elect to termination this Contract, for cause, in the manner herein provided. Consultant(s) acknowledges and agrees that County has relied and continues to rely upon the representations and warranties of Consultant(s) as herein contained as a material inducement to County to enter into the Contract.

DRAFT

EXECUTED and effective as of the day and year first written above.

APPROVED BY COMMISSIONERS COURT ON_____, 2013.

APPROVED AS TO FORM:

By:_____
Josephine Ramirez- Solis, Assistant District Attorney

Date:_____

COUNTY OF HIDALGO, TEXAS

By:_____
Ramon Garcia, County Judge

Date: _____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Date: _____

Consultant:

By:_____

Printed Name:_____

Title:_____

Date:_____

DRAFT

# EXHIBIT “A”
# SCOPE OF SERVICES

DRAFT

# EXHIBIT “B”
# PAYMENT SCHEDULE

DRAFT

# EXHIBIT "C"
# INSURANCE REQUIREMENTS

DRAFT

**AI-37669** **Purchasing Department 23. A. 5.**

**CC REGULAR**

**Meeting Date:** 03/20/2013

**Submitted For:** Marty Salazar **Submitted By:** Moises Salazar, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

**CAPTION**

a. Approval to rescind action taken by Commissioners Court on March 05, 2013 Agenda Item #36874(a) for the acceptance, approval to award the best valued proposal to Facilities USA, LLC for project: "Concrete Work and Water Line Improvements to Constable Pct. 1 Building (Project #2013-032-01-16-MSS) due to vendor not being in compliance with contract;

b. Authority to review, consider and negotiate with the second JOC proposal received from Herrera and Hunt for possible acceptance and action/award by CC; or, if necessary,

c. Requesting authority to request proposals from JOC awarded vendors.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1342-421-00-220-042-0-739

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

**BUDGETARY IMPACT:**

## Attachments

Prevously award agenda

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 03/15/2013 10:24 AM |
| Budget & Management | Obdett Calzada | 03/15/2013 01:13 PM |
| Olga Garza | Olga Garza | 03/15/2013 02:24 PM |
| Auditor's Office | Monica Badillo | 03/15/2013 04:22 PM |

Form Started By: Moises Salazar Started On: 03/13/2013 03:35 PM

Final Approval Date: 03/15/2013

**SPECIAL MEETING - MARCH 5, 2013**

**BERED, that on this 5th day of March A.D., 2013, there was begun and held a SPECIAL MEETING of the mmissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present,**

| | |
|---|---|
| **HONORABLE RAMON GARCIA** | **HIDALGO COUNTY JUDGE** |
| **HONORABLE A.C. CUELLAR, JR.** | **COMMISSIONER, PRECINCT NO. 1** |
| **HONORABLE HECTOR "TITO" PALACIOS** | **COMMISSIONER, PRECINCT NO. 2** |
| **HONORABLE JOE M. FLORES** | **COMMISSIONER, PRECINCT NO. 3** |
| **HONORABLE JOSEPH PALACIOS** | **COMMISSIONER, PRECINCT NO. 4** |

**and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:**

the County's approved "pool" of professional engineering services for US 281 & Sh 186 (Linn- San Manuel) beautification project located in Pct No. 4;

| Total Scores | DBR Engineering Consultants | HALFF Associates Inc | Urban Infrastructure Group, Inc |
|---|---|---|---|
| Evaluator 1 | 95 | 97 | 94 |
| Ranking | 2 | 1 | 3 |

On motion byCOMMISSIONER, PCT. 2 HECTOR PALACIOS, seconded byCOMMISSIONER, PCT. 1 A.C. CUELLAR, JR., the Court made a UNANIMOUS vote to approve in the order of the of the scores.
Vote: 4 - 0

c. Authority for the Purchasing Department to negotiate a professional engineering services contract with the No. 1 ranked firm of HALFF Associates Inc. __ for: the provision of professional engineering services for US 281 & SH 186 (Linn-San Manuel) beautification project in Precinct No. 4.

On motion by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., seconded by COMMISSIONER, PCT. 2 HECTOR PALACIOS , the Court made a UNANIMOUS vote of approval.

**Vote:** 4 - 0 - Unanimously

**E. Constables**

**1.** Acceptance and Approval to Award the Best Valued Proposals from Job Order Contractors for the project: Concrete Work & Water Line Improvements to Constable Pct. 1 Building (Project# 2013-032-01-16-MSS) as follows:

a. Facilities USA, LLC (awarded JOC through TCPN) in the total amount not to exceed $89,156.00 for Concrete Work & Water Line Improvements.

On motion byCOMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded byCOMMISSIONER, PCT. 2 HECTOR PALACIOS, the Court made a UNANIMOUS vote of approval.
Vote: 4 - 0

b. Alpha Building Corp. (awarded JOC through -Choice Facility Partners) in the total amount not to exceed $2,934.37 for Alternate No. 2-Silt Fence.

On motion by COMMISSIONER, PCT. 2 HECTOR PALACIOS, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR.
, the Court made a UNANIMOUS vote of approval.

**Vote:** 4 - 0 - Unanimously

**F. Sheriff's Office**

**1.** Acceptance and approval to execute the final form of a Professional Construction Management Agreement with Prodigy Construction Management LLC, for "Law Enforcement/Adult Detention Facilities Roof & Related Repairs Project"as approved for negotiations on CC 10/16/12.

On motion by COMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote of approval.

**Vote:** 4 - 0 - Unanimously

**21. Closed Session:**

On motion byCOMMISSIONER, PCT. 2 HECTOR PALACIOS, seconded byCOMMISSIONER, PCT. 4 JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval to go into Closed Session.
Vote: 4 - 0

Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

**AI-36874** **Purchasing Department 20. E. 1.**

**CC REGULAR**

**Meeting Date:** 03/05/2013

**Submitted For:** Marty Salazar **Submitted By:** Moises Salazar, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

### CAPTION

Acceptance and Approval to Award the Best Valued Proposals from Job Order Contractors for the project: Concrete Work & Water Line Improvements to Constable Pct. 1 Building (Project# 2013-032-01-16-MSS) as follows:

a. Facilities USA, LLC (awarded JOC through TCPN) in the total amount not to exceed $89,156.00 for Concrete Work & Water Line Improvements.

b. Alpha Building Corp. (awarded JOC through -Choice Facility Partners) in the total amount not to exceed $2,934.37 for Alternate No. 2-Silt Fence.

### BACKGROUND

## Attachments

Proposal from Facilities USA

Received Proposals Tabulation

Award Recommendation from Raul Sesin

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | | |
| Budget & Management | | |
| Auditor's Office | | |

Form Started By: Moises Salazar Started On: 02/07/2013

**AI-37667** **Purchasing Department 23. A. 6.**

**CC REGULAR**

**Meeting Date:** 03/20/2013

**Submitted For:** Commissioners Court **Submitted By:** Marty Salazar, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

### CAPTION

A. Nomination from Hidalgo County approved "pool" of Architectural Services Providers of at least three (3) firms (as required through County's professional services selection protocol) architectural firms for the Schematic Design Phase for a New Hidalgo County Courthouse Facility;

B. Selection and assignment of Evaluation Committee for the grading/scoring of nominated architectural firms;

C. Authority to advertise a Project Specific Request for Qualifications for the engagement of an architectural firm for the development of the Schematic Design Phase for a New Hidalgo Courthouse Facility.

### BACKGROUND

## Fiscal Impact

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

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

### BUDGETARY IMPACT:

As this item requests only nomination of firms for evaluation only for eventual ranking by CC, no funding needs to identified as yet. When authority to negotiate and final engagement is brought for action, funding will need to be identified and appropriated.

## Attachments

E-mails

Arch Svcs Procedures

AIA Definition of Arch Svcs

Approved 2013 Pool of Architects

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 03/14/2013 03:23 PM |
| Budget & Management | Obdett Calzada | 03/14/2013 03:51 PM |
| Olga Garza | Olga Garza | 03/15/2013 02:32 PM |
| Auditor's Office | Monica Badillo | 03/15/2013 04:22 PM |

Form Started By: Marty Salazar Started On: 03/13/2013 03:10 PM

Final Approval Date: 03/15/2013

**Zimbra** **moises.salazar@co.hidalgo.tx.us**

## Fwd: Defining the Architect Basic Services

**From :** Martha Salazar <martha.salazar@co.hidalgo.tx.us> Wed, Mar 13, 2013 04:29 PM
**Subject :** Fwd: Defining the Architect Basic Services 2 attachments
**To :** Moises Salazar <moises.salazar@co.hidalgo.tx.us>

For you project file and information.
Moises,
Please attach this e-mail and attachment to AI#37667

---

**From:** "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
**To:** "Valde Guerra" <valde.guerra@co.hidalgo.tx.us>
**Cc:** "lauro.torres" <lauro.torres@co.hidalgo.tx.us>, "rocio.villarreal" <rocio.villarreal@co.hidalgo.tx.us>, "Darlene Betancourt" <darlene.betancourt@co.hidalgo.tx.us>
**Sent:** Friday, February 22, 2013 11:16:17 AM
**Subject:** FW: Defining the Architect Basic Services

Mr. Guerra:
The information attached is provided for your education on what the definition of Schematic Design services entails. I also spoke to Mr. Sesin to ask if an architectural firm selected for the provision of Schematic Design Services would necessarily default to selection as the architect for a New Courthouse. Further I asked if another firm were engaged to design and construct a New Courthouse, could they refuse to use the Schematic Designs. He did not believe that would be an issue as another firm could advise CC that the Schematics may need adjusting in relation to the functionality of the facility. Just an FYI that I thought important.
Yours truly,
Marty

---

**From:** rocio.villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
**Sent:** Friday, February 22, 2013 10:26 AM
**To:** 'Martha Salazar'
**Subject:** Defining the Architect Basic Services

Ms. Marty

Attached is the definitions by the AIA of the Architects Basic Services (**Schematic Designs**, Design Development Phases, Construction Document Phases, Bid or Negotiation Phase, and Construction Phase).

---

**From:** rocio.villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
**Sent:** Wednesday, February 20, 2013 5:07 PM
**To:** 'Martha Salazar'
**Cc:** 'Darlene Betancourt'
**Subject:** Defining the Architect Basic Services

Attached is the defining of the basic services phases.

**ROCIO VILLARREAL**
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER

(956) 318-2626 Work
(956) 292-7000 ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

---


ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER

(956) 318-2626 Work
(956) 292-7000 ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

**image001.jpg**
12 KB

**Defining the Architect Basic Services.pdf**
55 KB

---

# Hidalgo County
# Professional Architectural Services
# Design & Construction of New Courthouse

| **Option 1**<br><br>**ADVERTISE PROJECT SPECIFIC RFQ** | **Option 2**<br>**USE HC APPROVED POOL ARCHITECTS** |
|---|---|
| Hidalgo County Commissioner's Court can approve Authority to Advertise a Request for Qualifications (RFQ) – Project Specific process to solicit and encourage interested and qualified submit Statements of Qualifications detailing experience in the Design & Construction of courthouses/government buildings throughout the State of Texas.<br><br>Upon receipt/acceptance of the Statements of Qualifications, and evaluation committee will be selected by Commissioners' Court for Grading & Scoring of all submitted SOQs.<br><br>Tabulation of grades/scores presented (in the form of a grid) to Commissioners' Court for the purposes of ranking so as to proceed to the negotiation phase of the process commencing with the No. 1 ranked firm.<br><br>Upon final negotiations, presentation of a contract for acceptance and approval by Hidalgo County Commissioners Court, signatures by all parties and County Clerk attest. | Hidalgo County Commissioners Court may proceed to utilize the HC approved "Pool" of Architectural Firms for the nomination of at least three (3) firms with emphasis on firms that have backgrounds in the Design and Construction of Courthouses or Government Facilities.<br><br>Commissioners Court action to designate /appoint an Evaluation Committee to score/ grade the nominated firms.<br><br>Presentation to Commissioners Court of a grid reflecting the tabulation of the scores/grades for the purpose of CC approving the ranking of the firms so as to proceed to the negotiation phase of the process commencing with the No. 1 ranked firm.<br><br>Upon final negotiation, presentation of a contract for acceptance and approval by Hidalgo County Commissioners Court, signatures by all parties and County Clerk attest. |
| | |
| | |

# Defining the Architect's Basic Services

Contributed by the AIA Knowledge Resources Staff

July 2007

*The AIA collects and disseminates Best Practices as a service to AIA members without endorsement or recommendation. Appropriate use of the information provided is the responsibility of the reader.*


## SUMMARY

A client's unfamiliarity with the process of architectural design should not hinder that client's comprehension of the phases of design services. This Best Practice introduces first-time clients to the common services of architectural design and the process of design-bid-build.

Note: The deliverables listed below are examples of common architectural deliverables for each phase but are not required of AIA members.


## SCHEMATIC DESIGN PHASE SERVICES

During the first phase—schematic design—an architect consults with the owner to determine project goals and requirements. Often this determines the program for the project.

The program, or architectural program, is the term used to define the required functions of the project. It should include estimated square footage of each usage type and any other elements that achieve the project goals.

During schematic design, an architect commonly develops study drawings, documents, or other media that illustrate the concepts of the design and include spatial relationships, scale, and form for the owner to review. Schematic design also is the research phase of the project, when zoning requirements or jurisdictional restrictions are discovered and addressed.

This phase produces a final schematic design, to which the owner agrees after consultation and discussions with the architect. Costs are estimated based on overall project volume. The design then moves forward to the design development phase.

*Deliverables: Schematic design often produces a site plan, floor plan(s), sections, an elevation, and other illustrative materials; computer images, renderings, or models. Typically the drawings include overall dimensions, and a construction cost is estimated. Note: The contract may actually spell out what is to be delivered.*

## DESIGN DEVELOPMENT PHASE SERVICES

Design development (DD) services use the initial design documents from the schematic phase and take them one step further. This phase lays out mechanical, electrical, plumbing, structural, and architectural details.

Typically referred to as DD, this phase results in drawings that often specify design elements such as material types and location of windows and doors. The level of detail provided in the DD phase is determined by the owner's request and the project requirements. The DD phase often ends with a formal presentation to, and approval by, the owner.

*Deliverables: Design development often produces floor plans, sections, and elevations with full dimensions. These drawings typically include door and window details and outline material specifications.*

## CONSTRUCTION DOCUMENT PHASE SERVICES

The next phase is construction documents (CDs). Once the owner and architect are satisfied with the documents produced during DD, the architect moves forward and produces drawings with greater detail. These drawings typically include specifications for construction details and materials.

Once CDs are satisfactorily produced, the architect sends them to contractors for pricing or bidding, if part of the contract. The level of detail in CDs may vary depending on the owner's preference. If the CD set is not 100-percent complete, this is noted on the CD set when it is sent out for bid. This phase results in the contractors' final estimate of project costs. To learn more about the most common ways owners select a contractor, see Best Practice 05.03.01, "Qualifications-Based vs. Low-Bid Contractor Selection."

*Deliverables: The construction document phase produces a set of drawings that include all pertinent information required for the contractor to price and build the project.*

## BID OR NEGOTIATION PHASE SERVICES

The first step of this phase is preparation of the bid documents to go out to potential contractors for pricing. The bid document set often includes an advertisement for bids, instructions to bidders, the bid form, bid documents, the owner-contractor agreement, labor and material payment bond, and any other sections necessary for successful price bids. For some projects that have unique aspects or complex requirements, the architect and owner elect to have a prebid meeting for potential contractors.

After bid sets are distributed, both the owner and architect wait for bids to come in. The owner, with the help of the architect, evaluate the bids and select a winning bid. Any negotiation with the bidder of price or project scope, if necessary, should be done before the contract for construction is signed.

The final step is to award the contract to the selected bidder with a formal letter of intent to allow construction to begin.

*Deliverables: The final deliverable is a construction contract. Once this document is signed, project construction can begin.*

## CONSTRUCTION PHASE SERVICES

Contract administration (CA) services are rendered at the owner's discretion and are outlined in the owner-architect construction agreement. Different owner-architect-contractor agreements require different levels of services on the architect's part. CA services begin with the initial contract for construction and terminate when the final certificate of payment is issued.

The architect's core responsibility during this phase is to help the contractor to build the project as specified in the CDs as approved by the owner. Questions may arise on site that require the architect to develop architectural sketches: drawings issued after construction documents have been released that offer additional clarification to finish the project properly. Different situations may require the architect to issue a Change in Services to complete the project.

*Deliverables: A successfully built and contracted project.*

## RESOURCES

### More Best Practices

The following AIA Best Practices provide additional information related to this topic:

| | |
|---|---|
| 17.02.05 | Qualifications-Based vs. Low-Bid Contractor Selection |
| 12.03.02 | How Roles Change in Design-Build |
| 11.02.04 | Terminology: As-Built Drawings, Record Drawings, Measured Drawings |

The Knowledge Resources Staff based this Best Practice on definitions in the AIA Contract Documents as well as in the 12th, 13th, and the forthcoming 14th editions of *The Architect's Handbook of Professional Practice*.

### For More Information on This Topic




See also "Defining Services" by Robin Ellerthorpe, FAIA, in *The Architect's Handbook of Professional Practice*, 13th edition, Chapter 16, page 515.

See also the 14th edition of the *Handbook*, which can be ordered from the AIA Bookstore by calling 800-242-3837 (option 4) or by email at bookstore@aia.org.




### Feedback

The AIA welcomes member feedback on Best Practice articles. To provide feedback on this article, please contact bestpractices@aia.org.

### Key Terms

- Design
- Preliminary design
- Schematic design
- Design development
- Construction documents
- Bidding or negotiation
- Construction contract administration

| HIDALGO COUNTY PURCHASING DEPARTMENT | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| RFQ-REFERRAL POOL | | | | | | | | | | | | | | |
| DESCRIPTION: "PROFESSIONAL ARCHITECTURAL SERVICES-HIDALGO COUNTY" | | | | | | | | | | | | RFQ NO: 2013-001-12-05-YSI | | |
| RFQ ACCEPTANCE DATE: DECEMBER 05, 2013 | | | | | | | | | | | | ACCPETANCE OPENING TIME: 9:30 A.M. | | |
| PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: FEBRUARY 9, 2013 THROUGH FEBRUARY 8, 2014 | | | | | | | | | | | | | | |
| AREA OF SPECIALIZATION | | | | | | | | | | | | | | |
| No. | NAME OF FIRM | Design and Construction of Multi-level Parking Structures | Pre-Design Services | Space Planning | Needs Assessment | ADA Compliance | Code Analysis | Master Planning | Design for New Construction | Design for Alterations/Renovations | Interior Design | Programming | Forensic Studies | Cost Estimating | Other |
| #1 | **Alcocer Garcia Associates, Inc.**<br>133 East Jasmine Ave<br>McAllen, TX 78501<br>956-618-2007<br>956-618-2008 fax | √ | √ | √ | √ | √ | √ | √ | √ | √ | √ | √ | | √ | |
| #2 | **GMS Architects**<br>1150 Paredes Line Road<br>Brownsville, TX 78521<br>956-546-0110<br>956-546-0196 fax | | √ | √ | √ | √ | √ | √ | √ | √ | √ | √ | | √ | |
| #3 | **Milnet Architectural Services**<br>608 S 12th Street<br>McAllen, TX 78501<br>956-688-5656<br>956-687-9289 fax | | √ | √ | √ | √ | √ | | √ | √ | | √ | √ | √ | |
| #4 | **ERO Architects**<br>300 South 8th Street<br>Mc Allen, TX 78501<br>956-661-0400<br>956-661-0401 fax | √ | √ | √ | √ | √ | √ | √ | √ | √ | √ | √ | √ | √ | |
| #5 | **Raba Kistner, Inc.**<br>800 E, Hackberry<br>Mc Allen, TX 78501<br>(956) 682-5332<br>(956) 682-5487 fax | | √ | √ | √ | √ | | √ | √ | √ | | | √ | √ | |
| #6 | **Amtech Building Sciences, Inc.**<br>2403 N. 10th, Suite B, PMB #220<br>McAllen, Texas 78501<br>956-686-3095<br>956-686-2233 fax | | √ | | √ | | √ | | √ | √ | | | √ | | |
| #7 | **Dannenbaum Engineering Company**<br>1109 Nolana Loop – Suite 208<br>McAllen, TX 78504<br>956-682-3677<br>956-6867322 fax | √ | √ | √ | √ | √ | √ | √ | √ | √ | √ | √ | √ | √ | |
| #8 | **Negrete & Associates**<br>204 E. Stubbs Street<br>Edinburg, TX 78539<br>956-386-0611<br>956-386-0613 fax | | √ | √ | √ | √ | √ | √ | √ | √ | √ | √ | | | |

| HIDALGO COUNTY PURCHASING DEPARTMENT | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| RFQ-REFERRAL POOL | | | | | | | | | | | | | | |
| DESCRIPTION: "PROFESSIONAL ARCHITECTURAL SERVICES-HIDALGO COUNTY" | | | | | | | | | | | | RFQ NO: 2013-001-12-05-YSI | | |
| RFQ ACCEPTANCE DATE: DECEMBER 05, 2013 | | | | | | | | | | | | ACCPETANCE OPENING TIME: 9:30 A.M. | | |
| PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: FEBRUARY 9, 2013 THROUGH FEBRUARY 8, 2014 | | | | | | | | | | | | | | |
| AREA OF SPECIALIZATION | | | | | | | | | | | | | | |
| No. | NAME OF FIRM | Design and Construction of Multi-level Parking Structures | Pre-Design Services | Space Planning | Needs Assessment | ADA Compliance | Code Analysis | Master Planning | Design for New Construction | Design for Alterations/Renovations | Interior Design | Programming | Forensic Studies | Cost Estimating | Other |
| #9 | **Naismith Engieering Company**<br>789 E. Washington<br>Brownsville, TX 78521<br>956-541-1155<br>775-305-2554 Fax | √ | √ | √ | √ | √ | √ | √ | √ | √ | √ | √ | √ | √ | |
| #10 | **Mata & Garcia Architects, LLP**<br>1314 Ivy Avenue<br>McAllen, Tx 78501<br>956-631-1945<br>956-631-1968 fax | | | √ | √ | √ | | √ | √ | √ | √ | | | | |
| #11 | **ROFA Architects Inc.**<br>1007 Walnut Avenue<br>McAllen, TX 78501<br>956-686-7771<br>956-687-3433 fax | | √ | √ | √ | √ | | | √ | √ | √ | | | √ | |
| #12 | **Ortiz Architecture & Environment, LLC**<br>723 South Nebraska Avenue<br>Weslaco TX 78596<br>956-867-6969<br>956-968-1945 fax | √ | √ | √ | √ | √ | √ | √ | √ | √ | √ | √ | √ | | |
| #13 | **EGV Architects**<br>P.O. Box 8627<br>220 S. Bridge St.<br>Hidalgo, TX 78557<br>956-843-2987<br>956-843-9726 fax | | √ | √ | √ | √ | √ | √ | √ | √ | √ | √ | | √ | |
| #14 | **Gignac & Associates, LLP**<br>222 E. Van Buren, Ste. 102<br>Harlingen, TX 78550<br>956-365-4820<br>956-365-4821 fax | √ | √ | √ | √ | √ | √ | √ | √ | √ | √ | √ | √ | √ | |
| #15 | **Fulcrum Consulting Services**<br>P O Box 530540<br>Harlingen, TX 78553<br>956-797-3411<br>956-797-3400 fax | √ | √ | √ | √ | √ | √ | √ | √ | √ | √ | √ | √ | √ | |

| HIDALGO COUNTY PURCHASING DEPARTMENT | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| RFQ-REFERRAL POOL | | | | | | | | | | | | | | |
| DESCRIPTION: "PROFESSIONAL ARCHITECTURAL SERVICES-HIDALGO COUNTY" | | | | | | | | | | | | RFQ NO: 2013-001-12-05-YSI | | |
| RFQ ACCEPTANCE DATE: DECEMBER 05, 2013 | | | | | | | | | | | | ACCPETANCE OPENING TIME: 9:30 A.M. | | |
| PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: FEBRUARY 9, 2013 THROUGH FEBRUARY 8, 2014 | | | | | | | | | | | | | | |
| AREA OF SPECIALIZATION | | | | | | | | | | | | | | |
| No. | NAME OF FIRM | Design and Construction of Multi-level Parking Structures | Pre-Design Services | Space Planning | Needs Assessment | ADA Compliance | Code Analysis | Master Planning | Design for New Construction | Design for Alterations/Renovations | Interior Design | Programming | Forensic Studies | Cost Estimating | Other |
| #16 | **Brown Reynolds Waterford Architects, Inc.**<br>2700 Earl Rudder Freeway South, Suite 4000<br>College Station, TX 77845<br>979-694-1791<br>979-694-8293 | | √ | √ | √ | √ | √ | √ | √ | √ | √ | √ | | √ | |

**AI-37435** **Purchasing Department 23. B. 1.**

**CC REGULAR**

**Meeting Date:** 03/20/2013

**Submitted For:** Hon. Hector **Submitted By:** Moises Salazar, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

### CAPTION

Pursuant to TXLGC 262.031 and in the interest of expediting a project's progress for -Hidalgo County Precinct No. 2-"Minnesota Road West of I Road Paving and Drainage Improvements Project"(C-12-273-12-28), requesting authority/approval for the Precinct Commissioner or designee to execute change orders that involve ...'an increase or decrease in cost of $50,000.00 or LESS...'. The original contract price may not be decreased by 18 % or more without the consent of the contractor".

### BACKGROUND

Contract Approved 03/01/13 Amount: $122,158.25

## Fiscal Impact

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

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

### BUDGETARY IMPACT:

Any change order (increases) permitted under this item would need funding.

## Attachments

TXLGC 262.031

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 03/11/2013 03:02 PM |
| Budget & Management | Obdett Calzada | 03/11/2013 03:30 PM |
| Manuel Chapa | Manuel Chapa | 03/15/2013 03:11 PM |
| Auditor's Office | Monica Badillo | 03/15/2013 04:22 PM |

Form Started By: Moises Salazar Started On: 03/04/2013

Final Approval Date: 03/15/2013

§ 262.031. CHANGES IN PLANS AND SPECIFICATIONS. (a) If it becomes necessary to make changes in plans, specifications, or proposals after a contract is made or if it becomes necessary to increase or decrease the quantity of items purchased, the commissioners court may make the changes. However, the total contract price may not be increased unless the cost of the change can be paid from available funds.

(b) If a change order involves an increase or decrease in cost of $50,000 or less, the commissioners court may grant general authority to an employee to approve the change orders. However, the original contract price may not be increased by more than 25 percent unless the change order is necessary to comply with a federal or state statute, rule, regulation, or judicial decision enacted, adopted, or rendered after the contract was made. The original contract price may not be decreased by 18 percent or more without the consent of the contractor.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1993, 73rd Leg., ch. 104, § 1, eff. May 7, 1993; Acts 1993, 73rd Leg., ch. 891, § 1, eff. June 19, 1993; Acts 1995, 74th Leg., ch. 746, § 4, eff. Aug. 28, 1995.

**AI-37719** **Purchasing Department 23. C. 1.**

**CC REGULAR**

**Meeting Date:** 03/20/2013

**Submitted By:** Rocio Villarreal, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

### CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional surveying services at Penitas Landfill project;

| TOTAL | HINOJOSA ENGINEERING, INC. | R. GUTIERREZ ENGINEERING CORP. | QUINTANILLA, HEADLEY, AND ASSOC. |
|---|---|---|---|
| EVALUATOR 1 | 99 | 94 | 93 |
| RANKING | | | |

c. Authority for the Purchasing Department to negotiate a professional services contract with the No. 1 ranked firm of _____ for: the provision of professional surveying services at Penitas Landfill project.

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1100-432-00-123-001-0-334

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

**BUDGETARY IMPACT:**

## Attachments

Grid

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Auditor's Office | Monica Badillo | 03/15/2013 04:22 PM |

Form Started By: Rocio Villarreal Started On: 03/15/2013 03:15 PM

Final Approval Date: 03/15/2013

# HIDALGO COUNTY PRECINCT NO 3

FOR

Professional Surveying Services at

Penitas Landfill

# Scoring & Evaluation GRID

**Surveying Services**

| Total Scores | Hinojosa Engineering | R. Gutierrez Engineering | Quintanilla, Headley, and Assoc. |
|---|---|---|---|
| Evaluator 1 | 99 | 94 | 93 |
| Average | | | |
| RANKING | | | |

*Scoring & Evaluation was completed by Pct No 3 *

**AI-37511** **Purchasing Department** **23. C. 2.**

**CC REGULAR**

**Meeting Date:** 03/20/2013

**Submitted For:** Comm. Joe Flores **Submitted By:** Gricelda Villarreal, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

### CAPTION

Acceptance of sole bid received and approval of Order Confirming Sale document for request for bids for "Sale of Real Property"-Pct. 3. (Bid No.: 2013-026-02-27-CGA).

### BACKGROUND

## Attachments

Legals Approval

Memo-Pct. Approval

Order Confirming Sale

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 03/13/2013 04:33 PM |
| Budget & Management | Obdett Calzada | 03/14/2013 07:22 AM |
| Olga Garza | Olga Garza | 03/14/2013 03:23 PM |
| Auditor's Office | Monica Badillo | 03/15/2013 04:22 PM |

Form Started By: Gricelda Villarreal Started On: 03/06/2013 04:46 PM

Final Approval Date: 03/15/2013

*Search* **Cris Ayala**

Mail | Address Book | Calendar | Tasks | Briefcase | Preferences | Fwd: Sale of Re

Close | Reply | Reply to All | Forward | Delete | Spam | Actions

## Fwd: Sale of Real Property for Pct. 3-Revised

From: Martha Salazar

To: Cris Ayala

Way to go Ms. Cris.

---

**From:** "Steve Crain" <scrain@atlashall.com>
**To:** "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
**Sent:** Monday, March 11, 2013 4:47:07 PM
**Subject:** RE: Sale of Real Property for Pct. 3-Revised

The Order Confirming Sale is fine.

---

**From:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
**Sent:** Monday, March 11, 2013 4:41 PM
**To:** Steve Crain
**Cc:** Cris Ayala
**Subject:** Fwd: Sale of Real Property for Pct. 3-Revised

Mr. Crain:
Hope our revision is what you meant.
Thanks,
Marty

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

# MEMORANDUM

To: Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
Attn: Ms. Mona Parras

From: Cris Ayala, Buyer III
Hidalgo County Purchasing Department

**Re: Review of Bids for: "RFB –Sale of Real Property"**

Date: February 27, 2013

Please find the tabulation and sole bid received for the above-referenced project for your review.

Please respond by no later than 2:00 p.m., Wednesday, March 6, 2013, with your decision and/or recommendation so as to proceed.

If you have any questions/concerns in regards to this project, please call Cris Ayala at 292-7000 Ext 4867 or email at : cris.villarreal@co.hidalgo.tx.us

APPROVE ❑ DISAPPROVE ❑

| | | |
|---|---|---|
| Joe M. Flores | Joe M. Flores | Feb. 28-2013 |
| AUTHORIZED SIGNATURE | PRINTED NAME | DATE |

# HIDALGO COUNTY PURCHASING DEPARTMENT
# BID TABULATION SHEET

**DEPARTMENT NAME:** Hidalgo County Precinct No. 3

**BID OPENING DATE:** February 27, 2013 | **BID OPENING TIME:** 9:30 A.M.

**DESCRIPTION OF BID:** "SALE OF REAL PROPERTY-HIDALGO COUNTY PRECINCT NO. 3"

**RFB NO.:** 2013-026-02-27-CGA

| RFB # | NAME OF COMPANY | BID PRICE | |
|---|---|---|---|
| #01 | Sonia Trevino and Augustin Pruneda | Tract #1<br>$182,955.00 | Tract #2<br>No Bid |
| #02 | | | |
| #03 | | | |
| #04 | | | |
| #05 | | | |
| #06 | | | |
| #07 | | | |
| #08 | | | |
| #09 | | | |
| #10 | | | |

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

**ORDER CONFIRMING SALE**

**C-13-026-03-20**

On this the 20th day of March, 2013, came on to be heard the sale of real property filed with the Commissioners Court of Hidalgo County, Texas, regarding the sale of that certain real property more particularly described on Exhibit A which is attached hereto and incorporated herein by reference for all purposes (hereinafter "the Property") by sealed bid; the said sale being to the effect that after duly advertising the time and place of sale for the length of time and in the manner provided by law, subject to the terms and conditions and requirements set forth as follows:

1. The Property shall be conveyed with special warranty of title;
2. The Property and all improvements located thereon shall be conveyed "AS IS";
3. The Property shall be conveyed subject to any and all existing easements, rights of way or encumbrances, recorded or unrecorded, which affect or may affect the Property, including any roadway or other easements, rights of way or encumbrances in favor of the County;
4. The Property shall be conveyed subject to any prior reservation of oil gas or other minerals, oil, gas and mineral leases of record, any encroachments or shortage in existing boundaries and any zoning restrictions or other restrictions promulgated by any city in which each tract of land is situated, if any;
5. All persons bidding on the Property shall inspect the premises prior to submitting a bid in order to determine whether or not the Property is suitable for the purpose desired by the bidder for that Property;

6a. The conveyance of the Property shall be for cash or other immediately available funds, with closing of the sale to occur within thirty (30) days following the acceptance of a bid for the purchase of the Property;

6b. The County of Hidalgo will follow the statutory requirements set forth under the Texas Local Government Code, Chapter 272.001; and will obtain a Fair Market Value

Appraisal.

7. Hidalgo County shall reserve all oil, gas and other minerals in, on and under the Property;
8. The successful bidder(s) shall be required to pay all County's costs associated with the sale of the Property, including but not limited to the cost of advertising the Property for sale, the cost of the appraisal of the Property, the cost of the Environmental Study, the cost of a title report, the cost of a survey (if requested by the purchaser) and the cost of an owner and/or mortgagee policy of title insurance (if requested by the purchaser);
9. The Hidalgo County Commissioner's Court may reject any or all bids submitted;
10. The conveyance of the Property shall be subject to any recorded or unrecorded leases which may be in effect at the time of sale, to conflicts or shortages in area or boundaries, and to rights of parties in possession;
11. The successful bidder may select a title company located in Hidalgo County.
12. No facsimile or telegraphic bids will be accepted.

WHEREAS, on the appointed date, after publication of Notice in the Monitor, a newspaper published in Hidalgo County, Texas, I received sealed bids for the Property and at said sale, the highest bid for the Property was received as follows:

**I, Sonia Trevino and Augustin Pruneda, offered to pay the County the sum of:**

**Tract I: $182,955.00 Dollars cash or cash equivalent and agreed to fully and completely comply with all the terms, requirements and conditions set forth above;**

**Tract II: $0.00 Dollars cash or cash equivalent and agreed to fully and completely comply with all the terms, requirements and conditions set forth above**

IT IS, THEREFORE, ORDERED by the Hidalgo County Commissioners Court that said sale of the Property be, and the same is hereby in all things, approved and confirmed, and it is further ordered that the County Judge of Hidalgo County, Texas be and is hereby authorized and directed to execute and deliver a proper deed of conveyance of the Property to the highest bidder named above,

such instrument of conveyance to be in accordance with and subject to the terms, requirements and conditions specified above, and to deliver such other documents as are reasonably required in connection with the sale of said Property.

WHEREUPON Commissioner_____ moved for the adoption of said Order and Order Confirming Sale, which motion was seconded by Commissioner _____ and Passed, Approved and Ordered this by all members present voting "AYE", a quorum being present.

DATED ON THIS the _____ day of April, 2013.

_____
Ramon Garcia, Hidalgo County Judge

Attested:

_____
Arturo Guajardo Jr. County Clerk

Approved as to form:
Atlas, Hall and Rodriguez, L.L.P.

By:_____

# BID PAGE

**HIDALGO COUNTY**
**"SALE OF REAL PROPERTY"- PCT. 3**
**BID NO.: 2013-026-02-27-CGA**

**Pursuant to action approved by the Hidalgo County Commissioner's Court regarding the method of disposition of "Sale of Real Property", under the Texas Local Government Code, Chapter 272, Section 272.001 (based on the Fair Market Value Appraisal), the minimum bid amount is: Tract-1- $182,952.00 and Tract II- $149,388.00, plus all other related costs and/or expenses incurred by Hidalgo County.**

1.) **BIDDER MAY OFFER BID ON THE FOLLOWING TRACT(S), MORE PARTICULARLY DESCRIBED IN EXHIBIT A.**

2.) **BIDDER ACKNOWLEDGES THE FOLLOWING ADDITIONAL COSTS ASSOCIATED WITH THE SALE OF REAL PROPERTY AND AS DETAILED IN THE NOTICE, ORDER AND ORDER CONFIRMING SALE (ITEM #),INCLUDING BUT NOT LIMITED TO,**

a. **Cost of Advertising;**
b. **Cost of Fair Market Value Appraisal;**
c. **Cost of the Environmental Study;**
d. **Cost of a Survey (if requested by the purchaser);**
e. **Cost of the Owner and/or Mortgage Title Insurance (if applicable or requested by the purchaser)**

3.) **BIDDER OFFERS AND AGREES TO PAY HIDALGO COUNTY THE SUM OF:**
OPENED
**Tract I: $** 182,958.01 **DOLLARS CASH OR CASH EQUIVALENT; AND/OR**
9:47
**Tract II: $**_____ **DOLLARS CASH OR CASH EQUIVALENT;**
2-27-13
**(PLUS ANY ADDITIONAL COSTS STATED ABOVE) FOR THE PROPERTY AND AGREE TO FULLY AND COMPLETELY COMPLY WITH ALL THE TERMS, REQUIREMENTS AND CONDITIONS SET FORTH HEREIN.**
Witnessed

**WRITTEN AMOUNT: TRACT I:** One hundred Eighty Two thousand Nine Hundred fifty five

**AND/OR TRACT II:**_____

**AUTHORIZED SIGNATURE:** [signature]

**PRINTED NAME:** Senin Trevino Augustin Pruneda

**TITLE:**_____ **EMAIL ADDRESS:** augustinpruneda@sbcglobal.net

**DATE:** 2-26-2013 **PHONE NUMBER:** 956-624-4203

**AI-37393** **Purchasing Department 23. D. 1.**

**CC REGULAR**

**Meeting Date:** 03/20/2013

**Submitted For:** Comm. Joseph Palacios **Submitted By:** Nielda Cavazos, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

### CAPTION

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional services;

B. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional architectural service providers for the Linn –San Manuel Emergency Services Project located in Pct No. 4;

| | | | |
|---|---|---|---|
| Evaluator | Negrete & Associates | Naismith Engineering Company | Mata & Garcia Architects |
| Evaluator | 96 | 95 | 98 |
| Ranking | | | |

C. Authority for the Purchasing Department to negotiate a professional architectural services contract with the No. 1 ranked firm of _____ for: the provision of professional architectural services for Linn – San Manuel Emergency Service project located in Pct No. 4.

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1342-452-00-124-124-0-XXX

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

**BUDGETARY IMPACT:**

Pct will identify funding

## Attachments

grid

Memo

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 03/11/2013 12:50 PM |
| Budget & Management | Obdett Calzada | 03/11/2013 01:12 PM |
| Manuel Chapa | Manuel Chapa | 03/14/2013 01:18 PM |
| Auditor's Office | Monica Badillo | 03/15/2013 04:22 PM |

Form Started By: Nielda Cavazos Started On: 03/01/2013 11:43 AM

Final Approval Date: 03/15/2013

# HIDALGO COUNTY PRECINCT NO 4
# FOR
# Architectural Services
# Linn – San Manuel Emergency Services Project Located in Pct 4
# Scoring & Evaluation GRID

**Architectural Services**

| Total Scores | Negrete & Associates | Naismith Engineering Company | Mata & Garcia Architects |
|---|---|---|---|
| Evaluator 1 | 96 | 95 | 98 |
| RANKING | | | |

*Scoring & Evaluation was completed by Pct No 4 *

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

*February 28, 2013*

*Nielda Cavazos, Travel Specialist*
*Hidalgo County Purchasing Department*
*2802 S. Bus Hwy 281*
*Edinburg, Texas 78539*

***Re: Statements of Qualifications- PCT 4 Project Linn-San Manuel Emergency Services Facility***

*Dear Ms. Cavazos,*

*Attached you will find the three evaluations for the following professional architectural firms:*

*1. Negrete & Assoicates (#08)*
*2. Naismith Engineering Company (#09)*
*3. Mata & Garcia Architects, LLP (#10)*

*As requested all have been evaluated once by the same evaluator. Should you require additional information feel free to contact me at (956)383-3112.*

*Sincerely,*

Maria (Lulu) Lucio
*Precinct #4 Program Manager*

**AI-37485** **Purchasing Department 23. D. 2.**

**CC REGULAR**

**Meeting Date:** 03/20/2013

**Submitted For:** Precinct No. 4 **Submitted By:** Darlene Betancourt, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

### CAPTION

Requesting approval for payment of invoice no. 11846 for Dubose Interests dba Performance Grade Asphalt through PO No. 682505 dated 10/16/12 in the amount of $6,550.40 for the purchase of MS-1 Emulsifed Asphalt through Hidalgo County contract (E-12-254-09-25).

### BACKGROUND

1. Purchase Order was properly secured. Pct. properly ordered road materials;
2. Vendor at time of PO issuance had current insurance coverage;
3. At time of order and delivery of product by vendor, insurance coverage had lapsed;
4. When invoice was received, Auditor Office could not process payment due to lapsed insurance;
5. Purchasing requested and received a "no claims" made document to indemnigy HC for that particular transaction;
6. Hon. Josephine Ramirez was provided document and had no objections.

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1200-431-00-124-007-0-731

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

**BUDGETARY IMPACT:**

PO# 682505 available balance as of 3-15-13 $6,400
Account available balance as of 3-15-13 $45,449.13
PO increase requested for $150.40

## Attachments

Dubose Affidavit

Paperwork-POI-Invoice

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 03/15/2013 10:21 AM |
| Budget & Management | Obdett Calzada | 03/15/2013 01:09 PM |
| Manuel Chapa | Manuel Chapa | 03/15/2013 04:00 PM |
| Auditor's Office | Monica Badillo | 03/15/2013 04:22 PM |

Form Started By: Darlene Betancourt Started On: 03/06/2013 11:45 AM

Final Approval Date: 03/15/2013

**Affidavit & Indemnity Agreement**

Date: **March 06, 2013**

Affiant: **Dubose Interests, dba Performance Grade Asphalt**

Affiant has acted as a vendor for Hidalgo County Precinct No. 4 in connection with the purchase and delivery of MS-1 Emulsified Asphalt though contract no. **E-12-254-09-25** and through Purchase Order # **682505** dated **12/11/12**.

"During the period in which Affiant provided services under a Hidalgo County Purchase Order #**682505**, Affiant and its agents and employees, in at least the amounts required of Hidalgo County "Exhibit C" see attached under this Purchase Order with Hidalgo County." Neither Affiant nor any employee, agent or subcontractor of Affiant was involved in any automobile accident or any other incident causing damage to property or injury to persons. Affiant agrees to indemnify, defend and hold harmless the County of Hidalgo and its grants, employees and elected officials from and against any and all claims, suits, demands and causes of action, of any kind or nature, arising out of or in any way relating to the services performed by Affiant under Purchase Order # **682505** between **Dubose Interests, dba Performance Grande Asphalt** and the County of Hidalgo.

Further Affiant sayeth not.

Printed Name of Affiant: Clark DuBose

SWORN AND SUBSCRIBED TO under oath before me on 03-06-2013

DEWEY NORTON GIBSON
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES:
04-01-2013

Notary Public, State of Texas

# PGA

**Performance Grade Asphalt, LLC**

P.O.Box 6 / 5320 FM 2004 Hitchcock, TX 77563
ph. 409-986-7740 fax 409-98697950
web site: pgasphalt.com

RECEIVED BY
COUNTY AUDITOR
2012 DEC 17 AM 10 33

| Date | Invoice # |
|---|---|
| 12/11/2012 | 11846 |

| Bill To | Ship To |
|---|---|
| Hidalgo County Pct. 4<br>Gloria Beltran<br>1051 N. Doolittle Rd.<br>Edinburg, TX 78542-0337 | ~~Pct 3 storage tank in Mission~~ |

| P.O. No. | Terms | Rep | Ship Date | F.O.B. | VIA | Project |
|---|---|---|---|---|---|---|
| 682505 | Net 30 | | 12/11/2012 | | | |

| Quantity | Item Code | Manifest# | Description | Price Each | Amount |
|---|---|---|---|---|---|
| 2,047 | MS-1 | 10209 | Asphalt Emulsion, Anionic<br><br>Please send payment to:<br>P.O. Box 19589<br>Houston,TX 77224-9589 | 3.20 | 6,550.40 |

Contract # E-12-254-09-25
Exp. 10/3/12-4/2/13

2-1200 431-00-324-007-0731
Pct. # 1512
Pur. Req. # 221743
P.O. # 682505 WAB

Invoice Received By: [signature] on 12-14-12
Goods/Services Received By: [signature] on 12-11-12

EDINBURG TEXAS 78542

DEC 14 2012

RECEIVED BY HIDALGO COUNTY PCT.#4

| | | |
|---|---|---|
| | **Total** | $6,550.40 |

**Remarks:**

EXHIBIT B

**HIDALGO COUNTY**
**(All funding sources, programs, and entities)**
**"MS-1 EMULSIFIED ASPHALT"**
**BID № 2012-039-02-22-MEG**

OPENED 9:44 2-14-12 Witnessed

# BID PAGE

(Commodity code 745-08)

**Option 1:** The term for the purchase of MS-1 Emulsion Asphalt required by Hidalgo County will be for three (3) months with County's sole discretion to extend the contract for an additional three (3) three month terms and contingent upon cost to remain unchanged and awarded vendor(s) to supply and deliver to Hidalgo County location(s) upon meeting all required insurances.

| Price Per Gallon (Delivered) Must Include Any/All Pump, Hose And Freight Fees (If Any) | | Demurrage Charge: Will Commence Two (2) Hours After Arrival |
|---|---|---|
| Loads Of 5,000 Gallons Or More<br>Cost Are To Be Net F.O.B., County Prepaid | $ 2.40 /Gal. | $ 0 Hour |
| Loads Of 4,000 – 4,999 Gallons<br>Cost Are To Be Net F.O.B., County Prepaid | $ 2.60 /Gal. | $ 0 Hour |
| Loads Of 3,000 – 3,999 Gallons<br>Cost Are To Be Net F.O.B., County Prepaid | $ 3.00 /Gal. | $ 0 Hour |
| Loads Of 2,000 – 2,999 Gallons<br>Cost Are To Be Net F.O.B., County Prepaid | $ 3.20 /Gal. | $ 0 Hour |
| Loads Of 1,000 – 1,999 Gallons<br>Cost Are To Be Net F.O.B., County Prepaid | $ 3.80 /Gal. | $ 0 Hour |

**Option 2:** The term for the purchase of MS-1 Emulsion Asphalt required by Hidalgo County will be for six (6) months with County's sole discretion to extend the contract for an additional one (1) six (6) month term and contingent upon cost to remain unchanged and awarded vendor(s) to supply and deliver to Hidalgo County location(s) upon meeting all required insurances.

| Price Per Gallon (Delivered) Must Include Any/All Pump, Hose And Freight Fees (If Any) | | Demurrage Charge: Will Commence Two (2) Hours After Arrival |
|---|---|---|
| Loads Of 5,000 Gallons Or More<br>Cost Are To Be Net F.O.B., County Prepaid | $ 2.40 /Gal. | $ 0 Hour |
| Loads Of 4,000 – 4,999 Gallons<br>Cost Are To Be Net F.O.B., County Prepaid | $ 2.60 /Gal. | $ 0 Hour |
| Loads Of 3,000 – 3,999 Gallons<br>Cost Are To Be Net F.O.B., County Prepaid | $ 3.00 /Gal. | $ 0 Hour |
| Loads Of 2,000 – 2,999 Gallons<br>Cost Are To Be Net F.O.B., County Prepaid | $ 3.20 /Gal. | $ 0 Hour |
| Loads Of 1,000 – 1,999 Gallons<br>Cost Are To Be Net F.O.B., County Prepaid | $ 3.80 /Gal. | $ 0 Hour |

# PGA

PERFORMANCE GRADE ASPHALT, LLC

Plant:
5320 F.M. 2004
Hitchcock, TX 77563
409/ 986-7740

Order # 10209

Please remit to:
P.O. Box 6
Hitchcock, TX
77563

| Sold To: | | | Ship To: | |
|---|---|---|---|---|
| HIDALGO CO. PCT 4 | | | | |
| Address: City / State / Zip | | | Address: City / State / Zip | |
| P.O. # 682505 | Carrier RIFLE | | Delivery Date 12/11/12 | Delivery 7:30 |
| Description MS-1 | Item # | Truck # 202 | Net Weight | Weight per Unit |
| TX DOT Lab # | Tank # P-6 | Trailer # 205 | Net Units 8.5 TONS | |
| Seal # | Temp. F | Gravity | Gallons 2047 | |
| Loaded by | | Received by: | | |

Weigh-In:
ID#: 205
03:07 pm 12/10/12
[illegible] LB

OUT
48030 Gross
31040 Tare
16990 Net

Driver Signature

Date

MSDS YES___ NO___ Place Cards Yes___ No___

Purchaser, Or Agent of Purchaser whose signature appears heron acknowledges receipt of material listed hereon in good condition and agrees to pay the seller (Performance Grade Asphalt, LLC) for the goods as agreed. Otherwise this shipment is payable in full 30 days from the date of shipment and customer agrees that all amounts not paid in full on that date will accrue finance charges at the rate of 1½% per month on the unpaid balance.

**Special Instructions:**

COWBOY P&H

EDINBURG, TEXAS 78542

DEC 14 2012

RECEIVED BY

HIDALGO COUNTY PCT. #4

STERLING LIGHTHOUSE PRINTING 409-986-7563

PERFORMANCE GRADE ASPHALT, LLC

Plant:
5320 F.M. 2004
Hitchcock, TX 77563
409/ 986-7740

Order # 10209

Please remit to:
P.O. Box 6
Hitchcock, TX
77563

| Sold To: HIDALGO CO. PCT 4 | | | Ship To: | |
|---|---|---|---|---|
| Address: 1, | City / State / Zip | | Address: | City / State / Zip |
| P.O. # 682505 | Carrier RIFIT | | Delivery Date 12/11/12 | Delivery 7:30 |
| Description MS-1 | Item # | Truck # 202 | Net Weight | Weight per Unit |
| TX DOT Lab # | Tank # P-6 | Trailer # 205 | Net Units 8.5 TONS | |
| Seal # | Temp. F | Gravity | Gallons 2047 | |
| Loaded by | | Received by: Segovia | | |

OUT
48030 Gross
31040 Tare
16990 Net

Driver Signature

Date

MSDS YES___ NO___ Place Cards Yes___ No___

Purchaser, Or Agent of Purchaser whose signature appears heron acknowledges receipt of material listed hereon in good condition and agrees to pay the seller (Performance Grade Asphalt, LLC) for the goods as agreed. Otherwise this shipment is payable in full 30 days from the date of shipment and customer agrees that all amounts not paid in full on that date will accrue finance charges at the rate of 1½% per month on the unpaid balance.

**Special Instructions:**

COWBOY P # 41

EDINBURG TEXAS 78542

DEC 12 2012

RECEIVED BY

HIDALGO CNTY PCT. #4

STERLING LIGHTHOUSE PRINTING 409-986-7563

**PCT. #4**
**ROAD MAINTENACE**

**BUDGET ACCOUNT NUMBER**
**2-1200-431-00-124-007-0-**

**12/17/2012**

| VENDOR | OBJ.# | P.O.# | REQ.# | PCT# | INV. DATE | INVOICE # | INV. $ | AUDITOR'S REMARK'S |
|---|---|---|---|---|---|---|---|---|
| Debose Interests LLC | 731 | 682505 | 224743 | 1512 | 12/11/2012 | 11846 | $ 6,550.40 | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

COUNTY AUDITOR
2012 DEC 17 AM 10 33

**Attention: Lupita Garza**



**PREPARED BY: MUNOZ**

# Purchase Order

# COUNTY OF HIDALGO

PO#: 682505

DATE: 10/16/12



VENDOR: 314439 REQ:00224743

Email:

Phone:(409)986-7740

DUBOSE INTERESTS LLC
P.O. BOX 6
HITCHCOCK TX 77563

Vendor Acct:

BUYER:

SHIP TO: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

CONTACT:

SITE: COMMISSIONER, PRECINCT 4

Special Instructions: PCT. REQ. #1512

Contract No: E-12-254-09-25

**VENDOR NOTES**

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

| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | DO NOT DUPLICATE ORDER Inv # 11846 | | |
| | | AS PER CONTRACT E-12-254-09-25 (10/3/12 TO 4/2/13) | | |
| 1 | LOT | CC BLANKET PURCHASE ORDER FOR APPROXAMITLY 2,000 GALLONS OF "MS-1 EMULSIFIED ASPHALT" @ $3.20 FOR LOADS OF 2,000 - 2,999 GALLONS COST ARE TO BE NET F.O.B.., COUNTY PREPAID FOR USE AT ALBERTA RD | 6,400.00 | 6,400.00 |
| | | FOR USE AT ALBERTA RD. (VETERAN RD TO RAUL LONGORIA | | |
| | | GASB RD ID# 1676<br>ROAD LENGTH: 2,376.00 L.F<br>ROAD WITHD: 22.00 L.F. | | |
| | | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | | |
| | | Total | | 6,400.00 |

Wgt. 74508

**********

For Hidalgo County use only

2-1200-431-00-124-007-0-731 6,400.00

Approved ---------- 15040 10.1

61550.40

Authorized by: Martha L. Salazar

# PURCHASE ORDER INCREASE
# COUNTY OF HIDALGO

Department : **Hidalgo County Precinct #4**
Contact Name: **Rumaldo Munoz Jr**
Telephone# **(956)-383-3112**

Purchase Order Number: **682505**
Increase #**1** for this Purchase Order
Procurement Method:

[x] Contract **E-12-254-09-25**

[ ] Cooperative Awarded Vendor
(TBPC State Awarded, TCPN, TASB-Buyboard)

[ ] Quotes over &1,000.00 (verbal quotes)
(attach written quotes)

[ ] Quotes over $5,000.00
(attach written quotes)

**TO:** Vendor Number **314439**
Vendor Name: **Dubose Interests LLC**
**P.O. Box 6**
**Hitchcock TX 77563**

| Quantity | UOM | Description | Unit Price | Amount | NIGP# |
|---|---|---|---|---|---|
| | | | | $ 6,400.00 | |
| | | | | $ - | |
| | | | $ - | $ - | |
| | | | $ - | $ - | |
| 47 | gal | MS-1 Emulsified Asphalt oil | $ 3.20 | $ 150.40 | 96286 |
| | | | $ - | $ - | |
| | | | $ - | $ - | |
| | | | $ - | $ - | |
| | | | $ - | $ - | |
| | | | $ - | $ - | |
| | | | $ - | $ - | |
| | | | $ - | $ - | |
| | | | $ - | $ - | |
| | | | $ - | $ - | |
| | | *Amount of Increase Request* | | $ 150.40 | |
| | | TOTAL AMOUNT | | $ 6,550.40 | |

Available Funds: $_____
**Account Number:** **2-1200-431-00-124-007-0-731** Amount Liquidated: $_____

Reason: **Purchase Order needs to be increase because an additional 47 gallons were delivered.**

Authorization: Joseph Palacios RAS — Department Head — **December 17, 2012** Date

Reviewed By: _____ Purchasing Department — _____ Date

Approved By: _____ Purchasing Agent — _____ Date

Approved By: _____ Hidalgo County Auditor — _____ Date

**AI-37690** **Purchasing Department** **23. D. 3.**

**CC REGULAR**

**Meeting Date:** 03/20/2013

**Submitted For:** Martha L Salazar **Submitted By:** Letty Saenz, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

**CAPTION**

A. Requesting approval of the final negotiated Professional Engineering Services Agreement (approved for negotiations by CC on 01/15/13) with **HALFF ASSOCIATES, INC**. for: "Building Repairs/Renovations, Alteration and/or Additions to County Owned Buildings" (on an as needed basis), utilized by various departments for projects located within Hidalgo County Precinct #4 area.

B. Requesting approval of a professional appraisal services agreement with **LEONEL GARZA, JR. & ASSOCIATES, LLC** for the purposes of appraisal services for: The Fair Market Value Appraisals in connection with the Acquisition of Land, Rights of Way, Easements, Condemnations and Disposition of County owned Property located within Hidalgo County Precinct No. 4" (on an as needed basis) and (as selected for negotiations through County's protocol from the "POOL" of Appraisers by C.C. on 01/15/13).

**BACKGROUND**

Prof Eng Svcs Agreement-#C-13-044-03-20-Halff Associates Inc.
Prof Appraisal Services-#C-13-045-03-20-Leonel Garza Jr & Associates

## Fiscal Impact

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

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

**BUDGETARY IMPACT:**

Funding sources could come from various departments within the Pct 4 area under, Obj. Code# 334 (Archiectural & Engineering Services).

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1200-431-00-124-007-731/711

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

**BUDGETARY IMPACT:**

## Attachments

Contract#C-13-044-03-20-Halff Assoc (on call)
email frm legal-approvd contract-Halff
review&approval of rates-Mr Sesin
email
contract

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|

| | | |
|---|---|---|
| Purchasing Department | Marty Salazar | 03/15/2013 10:29 AM |
| Budget & Management | Obdett Calzada | 03/15/2013 01:16 PM |
| Manuel Chapa | Manuel Chapa | 03/15/2013 04:08 PM |
| Auditor's Office | Monica Badillo | 03/15/2013 04:22 PM |

Form Started By: Letty Saenz Started On: 03/14/2013 03:14 PM

Final Approval Date: 03/15/2013

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

**AGREEMENT FOR PROFESSIONAL SERVICES**
**C-13-044-03-20**

**THIS AGREEMENT** is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioners Court**, hereinafter called the "**Owner**", and **HALFF ASSOCIATES, INC.** professional engineers of **McAllen, Texas**, hereinafter called the "**Engineer**".

**WITNESSETH:**

**WHEREAS**, the **Owner** desires to contract with the **Engineer** to provide professional engineering services for: **"Building Repairs/Renovations, Alteration and/or Additions to County Owned Buildings" (on an as needed basis)** for projects located within **Hidalgo County Precinct Number 4,** hereinafter referred to as the ("**Project**").

**NOW, THEREFORE,** the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

**WHEREAS**, the **Owner** has determined that the services of a professional engineering firm is necessary to carry out the required Services;

**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;

**WHEREAS**, **Owner** has selected the **Engineer** to provide the Services within Hidalgo County Precinct No. 4, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

**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 to be Provided by the Owner***, attached hereto and made a part of this Agreement as identified in **EXHIBIT "B"-** Services to 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. exchange for such services.

**2.4 Non-Exclusive Services of Engineer** Hidalgo County reserves the right to request these services from other sources other than the engineer and shall not be in violation of any terms or conditions of this Agreement.

**ARTICLE 3. 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 shall be for a period of **one (1) year, Commencing, March 20, 2013, Expiring, March 19, 2014;** (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 Date** 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 a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1995).

(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 thirty (30) day notice period shall not exceed 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: the 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** ***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. An outline and breakdown of the **Services Fee** is more particularly identified in **EXHIBIT "D"-Engineer Contract Rates**, attached hereto and made a part of this Agreement. 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 **EXHIBIT "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 the 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 exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners 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** for 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 or **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** services in accordance with this Agreement, no additional payments will be due the **Engineer** 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 that 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 affect completion of the **Work Authorization.** All **Work Authorizations** 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** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer,** of all services under this Agreement insofar as they pertain to that 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 if 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 or character of the services to be performed by the **Engineer,** and/or (3) for any other reason agreeable to the **Owner** and the Engineer. All supplemental agreements 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 the **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 Article 3 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 revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **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 opinion 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** finds 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** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed 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 costs incurred by the **Engineer**

relating to additional work not directly associated with the performance of the work authorized 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 Previously Approved or Satisfactorily Completed Work.** If the **Owner** finds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily 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 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 the **Owner** for such extra services and expense in accordance with Article 9 hereof.

**10.4 Reduction of Project Cost**. Notwithstanding any provision 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 within 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 plan 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 drawings 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 drawings and specifications 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 drawings 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 the 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,** at the **Engineer's** own expense, may 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 others 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 services are 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, drawings, 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 subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves 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 assigns 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 costs, 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 papers served on the **Owner** 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 of 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 reason or at 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 of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such 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 subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by 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. The **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 purposes 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 its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, 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 assigning 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 termination, discharge or cancellation thereof

**ARTICLE 17. Engineer's Seal, Responsibility and Warranties**.

**17.1 Engineer's Seal**. The **Engineer** 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 be 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 from 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 clarification 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 **Engineer's** best efforts, skill, judgment and abilities to design the **Project** and to further the interests 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 to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when 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 form the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

(d) The **Engineer** represents, covenants and agrees that the **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** envisions the construction of the **Project** in its entirely and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner;** 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 **EXHIBIT "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 the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project;** that the result of such **PS&E**, if built in accordance therewith, 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** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **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 all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **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 the completion and acceptance of the **Project,** the **Engineer** will submit a request to change the **Project Manager** to the **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 form 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 Documents/Information Exchange** The purpose of this 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 the **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 **"Indemnitors")** 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 **Enginee**r, 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 therefrom and (2) are caused in whole or in part by any negligent act or omission of the **Engineer,** anyone directly or indirectly employed by 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 the **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 the **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 the **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 Workers 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 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 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 the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County* Certificate of Insurance**) showing the said policy to be in 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 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 the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts 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, workers compensation laws, minimum and maximum salary and wage 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, gifts or any other consideration contingent upon or resulting from the award or 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, 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 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 the 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 construed 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** | **Halff Associates, Inc.** |
| **100 E. Cano, 2nd, Floor** | **5000 West Military Hwy., Suite 100** |
| **Edinburg, Texas 78539** | **McAllen, Texas 78503** |

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 this 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 this Agreement.

**WITNESS WHEREOF,** the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____ day of _____, 2013.

**ENGINEER:**
**HALFF ASSOCIATES, INC.**

**BY:**_____
Menton J. Murray, III, P.E., LEED AP

**OWNER:**
**HIDALGO COUNTY**

**BY**:_____
Ramon Garcia, County Judge

**ATTEST:**

**BY:**_____
Arturo Guajardo, Jr., County Clerk

***Approved by Commissioner's Court on _____, 2013.***

**APPROVED AS TO FORM:**
Atlas, Hall & Rodriguez, L.L.P.

**BY:**_____
Stephen L. Crain, Attorney

**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 (*Hidalgo County)* |

# EXHIBIT A-1

-Request for Qualifications (RFQ) Procurement Packet

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

December 27, 2011

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Professional Engineering Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
**RFQ No: 2012-002-01-18CGA**

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

**We have updated our RFQ packet.** Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet. **All forms must be properly completed and submitted with your response** in order to be considered responsive and qualified.

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/cga

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

# TABLE OF CONTENTS

**HIDALGO COUNTY**
**"Professional Engineering Services Pool"**
(Including all funding sources, programs, and entities)

**RFQ No: 2012-002-01-18-CGA**


| Item | Description | No. of Pages |
|---|---|---|
| 1. | Request for Qualifications Letter | 1 |
| 2. | Request for Qualifications, Legal Notice | 9 |
| 3. | Exhibit A, Requirements | 9 |
| 4. | Exhibit B, Evaluation Criteria | 3 |
| 5. | Attachment B –Procurement Form –Areas of Specialization | 1 |
| 6. | Exhibit C, Insurance Requirements, | 4 |
| 7. | Exhibit D, CIQ Conflict of Interest Questionnaire | 1 |
| 8. | Exhibit E, Proposer's Affidavit | 1 |
| 9. | Vendor/Bidder Application and W-9 form | 6 |
| 10. | Certification Regarding Debarment | 1 |
| 11. | RFQ Submittal Check List | 1 |


The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

December 27, 2011
Date

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY
(Including all funding sources, programs, and entities)

# "Professional Engineering Services Pool"

RFQ NO: 2012-002-01-18-CGA

Acceptance Due Date: January 18, 2012

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Gricelda (Cris) Ayala, Buyer III
(956) 292-7000 Ext. 4867
cris.villarreal@co.hidalgo.tx.us

**1.** Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) PROFESSIONAL ENGINEERING SERVICES POOL", in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

**2.** One (1) original, seven (7) copies of all qualifications and two (2) CDs in PDF Format are required with the respondent's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, *RFQ No.: 2012-002-01-18-CGA- "HIDALGO COUNTY (Including all funding sources, programs, and entities)* PROFESSIONAL ENGINEERING SERVICES POOL", and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, ON OR BEFORE 9:30 A.M., WEDNESDAY, JANUARY 18, 2012.

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

**3.** Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

**4.** Failure of the delivered item 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 respondent, or to reject all qualifications and re-advertise.

**5.** For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

**6.** Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalogue numbers and any necessary references.

**7.** Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

**8.** County reserves the right to accept or reject any or all qualifications.

**9.** Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

**10.** Costs are to be net F.O.B., County Prepaid.

**11.** 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.

**12.** Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

**13.** 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

**14.** BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- HIDALGO COUNTY (including all funding sources, programs, and entities) PROFESSIONAL ENGINEERING SERVICES POOL"
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

**15.** SCHEDULE OF EVENTS

| | |
|---|---|
| Qualification Opening, 9:30 A.M. | January 18, 2012 |
| Award of Contract | _____, 2012 |
| Commence Work or Deliver Products | _____, 2012 |

**16.** HIDALGO COUNTY APPROVED HOLIDAYS

| 2012 YEAR | |
|---|---|
| New Year's Day | 12/30/11 and 01/02/12 |
| Martin Luther King Day | 01/16/12 |
| President's Day | 02/20/12 |
| Good Friday | 04/06/12 |
| Easter | 04/09/12 |
| Memorial Day | 05/28/12 |
| Independence Day | 07/04/12 |
| Labor Day | 09/03/12 |
| Columbus Day | 10/08/12 |
| Veteran's Day | 11/12/12 |
| Thanks Giving Day | 11/22/12 and 11/23/12 |
| Christmas Day | 12/24/12 and 12/25/12 |

**17.** ~~BID OR PERFORMANCE BOND~~ AND DEBARMENT CERTIFICATION; ~~PAYMENT UNDER CONTRACT~~:

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas~~. All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the~~

~~receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

**18.** ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- NOTICE:
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. “Private Communication” means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

**19.** DISCLOSURE OF CONFLICT OF INTEREST

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

  Please submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539, Hidalgo County Courthouse.

  COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT.

**20.** If, during the life of any contract or qualification awarded, the successful respondent's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

**21.** Qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

**22.** Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

**23.** Successful respondent 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 respondent's officers, agents and/or employees will not be entitled to any benefits of an

employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

**24.** Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

**25.** County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

**26.** Successful respondent 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 respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent 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 respondent 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 respondent'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 respondent.

**27.** Successful respondent shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

**28.** This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

**29.** The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

**30.** Respondents shall provide with the qualification response, a list of at least three (3) references where like

services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

**31.** Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Request for Qualifications
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)

# "Professional Engineering Services Pool"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Professional Engineering firms in order to establish a pre-qualified pool of Engineers on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Engineers will be for a period starting **February 9, 2012 and ending February 08, 2013**. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"PROFESSIONAL ENGINEERING SERVICES POOL"-HIDALGO COUNTY** (including all funding sources, Programs, and Entities as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, January 18, 2012. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request For Qualifications:

## *SECTION I - GENERAL TERMS AND CONDITIONS*

**RFQ DOCUMENT SUBMITTALS/DELIVERY:**

A total of **one (1) original, seven (7) copies and two (2) CD's in PDF format** of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

**Hidalgo County is requesting that statements of qualifications responses be clearly marked and/or labeled with the Company's name, RFQ Number, Project Title, and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:**

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

**DISCLOSURE OF CONFLICT OF INTEREST:**
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any

vendor, person, consultant of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

**PROPOSER'S AFFIDAVIT:**
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

**NON-DISCRIMINATION:**
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

**PROCESSING TIME FOR PAYMENT:**
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

**ELECTRONIC TRANSMISSION OF RFQ's:**
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

**PROOF OF FINANCIAL AND BUSINESS CAPABILITY:**
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

**SUBMITTER DEFAULT:**
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

**RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:**
It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

**RFQ QUESTIONS AND ANSWERS:** Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956)292-7612 or via e-mail to cris.villarreal@co.hidalgo.tx.us NO LATER THAN Tuesday, January 10, 2012** at 5:00 p.m. Responses will be sent to all applicants by **Friday, January 13, 2012. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**SIGNING OF QUALIFICATIONS:**
In order to be considered, all submittals **must** be signed. **Please sign the original in blue ink**.

**WAIVING OF INFORMALITIES:**
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

**SUBCONTRACTING:**
The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

**TERM OF POOL:**
The pool term is for a period of one (1) year or upon completion of project(s) unless project specific for more than one (1) year.

**DAVIS BACON ACT: (If Applicable)**
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

## *SECTION II - RFQ REQUIREMENTS*

**REQUEST FOR QUALIFICATIONS:**
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ.

**UNDERSTANDING OF THE PROJECT:**
This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

**FIRM QUALIFICATIONS:**
The County of Hidalgo is seeking to contract with a competent engineering firm(s), registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Roadway, Bridge and General Design and Construction

- Federal, State and County-funded construction projects
- Solid Waste related projects
- Mechanical Engineering Projects

Additionally, this section should include a description of the firm's project personnel and their most recent (and varied) projects. For each project, a client contact name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

What does your firm specialize in?

Minimum experience: Years? _____ Projects? _____

**PERSONNEL AND STAFFING:**
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

**REQUIRED CERTIFICATIONS AND SUBMITTAL:**
This section will contain any licenses, certifications and assurance as required by the FEDERAL HIGHWAY ADMINISTATION, the STATE OF TEXAS, HIDALGO COUNTY, LOCAL MUNICIPALITIES, etc. The engineering firm(s) should include copies of their Professional Liability Insurance.

**SCOPE OF SERVICES:**
The engineering services contract will encompass all project-related engineering services to the County of Hidalgo including, but not limited to, the following:

**A.**
- Route and Design Studies
- Social, Economic, Environmental Studies and Public Involvement
- Right of Way Maps and Data
- Utility Adjustments
- Surveying
- Pre-Design

**B**.
- Roadway Design
- Drainage Design

- Solid Waste
- Signing, Markings and Signalization
- Traffic Control Plans
- Bridge Design
- Plans and Specifications
- Bid Preparation

**C.**

- Building Design
- Plans, Drawings and Specifications
- Bid Package Preparation

**D.**

- Construction Contract Management
- Conduct Construction Materials Engineering and Testing Services
- Design for New Construction
- Design for Alterations/Renovations
- Needs Assessment
- ADA Compliance
- Code Analysis
- Cost Estimating

**E.**

- Soil/Rock and Foundation Studies
- Excavations and Trenches
- Dams and Cut or Filled Slopes
- Pavements
- Water and Waste Retention/Disposal
- Specialized Testing and Instrumentation

**Other Engineering Services include:**
Project Development Management, Facility Analysis & Master Planning, Site Planning & Analysis, Roof Design, Parking Design, Security Design, Energy Conservation, Ventilation Design, Acoustical Design, Asbestos Abatement Monitoring, etc.

**Additionally, this section should include, but not restricted to the following information:**

A. Firm name, address, phone number and person(s) to contact regarding the Statement of Qualifications.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:

1. Copy of current license certification with state seal
2. History of engineering certification from the State of Texas.
3. List of projects related to the subject areas within the past year.

C. List of in-State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Statement regarding an Affirmative Action Program.

**PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:**
The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq.

## *PART III – SELECTION / EVALUATION*

**SELECTION/EVALUATION PROCESS:**
The evaluation system consists of a 100-point system.

1. **PROFESSIONAL QUALIFICATIONS OF PROJECT TEAM (25)**
The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request for Qualifications. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES**
In addition to the Project Manager and the Professional Team Member(s), the provider shall designate experienced engineering staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience.

3. **METHODOLOGY**

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS**
The proposal shall include the following:

* demonstrate an understanding of the scope of services
* address appropriate Federal/State/Local regulations and policies
* identify information to be gathered or obtained

**Responsiveness to RFQ:**
- Response is Clear;
- Response is Well Organized;
- Easy to Evaluate;
- Appropriate to this RFQ

The firms should provide as much background information as to it's experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS**
The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

**STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:**
Once a Project has been identified and it is determined that Engineering services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court, Elected Official and/or the User Department in need of Engineering Services will nominate (at the minimum) three (3) firms from Hidalgo

County's approved pool of firm, thereafter, will review, score and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications;

2. A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

**NEGOTIATION PROCESS:**

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firm(s) will be asked to submit (as part of those negotiations) a "scope of service" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm.

**EVALUATION CRITERIA**
**PROFESSIONAL ENGINEERING SERVICES POOL**
**RFQ No. 2012-002-01-18-CGA**

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

**1. PROFFESIONAL QUALIFICATIONS OF PROJECT TEAM (20)**

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contract for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request for Qualifications (RFQ). A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

**2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (25)**

In addition to the Project Manager and the Professional Team Member(s), the provider shall designate experienced engineering staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person, must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience.

**3. METHODOLOGY (20)**

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

**4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)**

The proposal shall include the following:
* demonstrate an understanding of the scope of services
* address appropriate Federal/State/Local regulations and policies
* identify information to be gathered or obtained

**Responsiveness to RFQ:**
- Response is Clear;
- Response is Well Organized;
- Easy to Evaluate;
- Appropriate to this RFQ

The firms should provide as much background information as to it's experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

**5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10)**
The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

# EVALUATION CRITERIA
# PROFESSIONAL ENGINEERING SERVICES POOL
# RFQ No. 2012-002-01-18-CGA

| Selection Criteria | Points | Score |
|---|---|---|
| **1. Professional Qualifications of Project Team** (20 pts maximum) | | |
| ➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract) | 10 | |
| ➢ Provides information on proposed professional Team qualifications to perform various types of contracts | 5 | |
| ➢ Team members identified in the organizational chart. | 5 | |
| Comments/Rationale For Points: | | TOTAL _____ |
| **2. Experience of Project Team/Ability to Commit Resources** (25 pts maximum) | | |
| ➢ Designate engineering staff members in an appendix form | 5 | |
| ➢ Identifying the project composition, project leadership, reporting responsibilities | 10 | |
| ➢ Experience of engineering staff to completely and efficiently perform the work. | 10 | |
| ➢ | | |
| Comments/Rationale For Points: | | TOTAL _____ |
| **3. Methodology/Experience/Availability of Project Manager** (20 pts maximum) | | |
| ➢ Firm's approach to the methodology and management to the scope of services for the project(s). | 5 | |
| ➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix | 5 | |
| ➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project | 10 | |
| Comments/Rationale For Points: | | TOTAL _____ |
| **4. Understanding of Project/Similar Projects** (25 pts maximum) | | |
| ➢ Demonstrate and understanding of the scope of services | 5 | |
| ➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc. | 5 | |
| ➢ Identify information to be gathered or obtained/proposed approach to complete the scope | 5 | |
| ➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ. | 5 | |
| Comments/Rationale For Points: | | TOTAL _____ |
| **5. Familiarity with Applicable Rules and Regulations** (10 pts maximum) | | |
| ➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies | 5 | |
| ➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies | 5 | |
| Comments/Rationale For Points: | | TOTAL _____ |
| **Total Score** | | |

SAMPLE

Provider: _____

Evaluator: _____ Date: _____

**PROCUREMENT FORM**
**ATTACHMENT "B"**
**HIDALGO COUNTY-PROFESSIONAL ENGINEERING SERVICES POOL**
**RFQ NO: 2012-002-01-18-CGA**

| | |
|---|---|
| Name and Address of Firm: | _____<br>_____<br>_____ |
| Principals of Firm and Titles: | _____<br>_____<br>_____ |
| Firm's Registration No.: | _____ |

| Area of Specialization: | | | |
|---|---|---|---|
| | Civil Engineering | | Electrical Engineering |
| | Structural Engineering | | Highway Engineering |
| | MEP Engineering (Mech/Elec/Plumb) | | |
| | Mechanical Engineering | | |
| | Environmental Engineering | | |
| | | | |
| | | | |

Local References (Rio Grande Valley) List Four (4) Only:

Reference #1: _____

Reference #2: _____

Reference #3: _____

Reference #4: _____

Recent Projects (Within Two [2] Years) List Four (4) Only:

Project #1: _____

Project #2: _____

Project #3: _____

Project #4: _____

Submitted By: _____

Signature: _____

Typed Name: _____

# EXHIBIT "C"

## Insurance Requirements
## Professional Services
## (i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

<u>Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).</u> 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**<br>☐ COMMERCIAL GENERAL LIABILITY<br>☐ ☐ CLAIMS MADE OCCUR<br>☐ OWNER'S & CONT. PROT<br>☐ OWNER'S PROTECTIVE LIABILITY<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ 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**<br>☐ ANY AUTO<br>☐ ALL OWNED AUTOS<br>☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS<br>☐ NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | BODILY INJURY (Per person) | $ |
| | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | **GARAGE LIABILITY**<br>☐ ANY AUTO | | | | AUTO ONLY-EA ACCIDENT | $ |
| | | | | | OTHER THAN AUTO ONLY EA ACC AGG | $ |
| | | | | | | $ |
| C | **EXCESS LIABILITY**<br>☐ OCCUR ☐ CLAIMS MADE<br>☐ DEDUCTIBLE<br>☐ RETENTION $ | | | | EACH OCCURENCE | $ |
| | | | | | AGGREGATE | $ |
| | | | | | | $ |
| | | | | | | $ |
| | | | | | | $ |
| D | **WORKERS COMPENSATION AND EMPLOYER'S LIABILIT** | | | | WC STATU-TORY LIMITS ☐ OTHER | |
| | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | E.L. DISEASE-EA EMPLOYEE | $ |
| | | | | | E.L. DISEASE-POLICY LIMIT | $ |
| | **OTHER** | | | | | |

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

**County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.**

CERTIFICATE HOLDER

**Hidalgo County**
**Attn: Purchasing Department**
**2812 S Highway Bus. 281**
**Edinburg, Texas 78539**

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

# EXHIBIT "D"

## CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

**For vendor or other person doing business with local governmental entity**

**This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

| OFFICE USE ONLY |
| --- |
| Date Received |

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

# PROPOSER'S AFFIDAVIT
# Exhibit "E"

**PROPOSER'S AFFIDAVIT OF NON-COLLUSION**
**NON-CONFILICT OF INTEREST, AND ANTI-LOBBYING**
**FOR "PROFESSIONAL ENGINEERING SERVICES FOR HIDALGO COUNTY"**
**PROJECT NO.: 2012-002-01-18CGA**

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the proposer nor any of the proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County 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
# Proposer/Vendor Application

**Complete in print or type. Please return this application to the Hidalgo County Purchasing Department**
**thru Facsimile: (956) 318-2629 or (956) 292-7612**
**in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539**
**or 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**<br>**State Identification No._____ (Please attached completed W-9 form with this application)**<br>**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)**<br>**Small Business: Disadvantaged Business (At Least 51% Ownership)**<br>☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American<br>☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women<br>☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other<br>☐ More than 500,000 annual gross receipt<br>**Have you been certified as a HUB or an MBE/WBE source?:** ☐ Yes ☐ No<br>**Indicate Certification No.(s):_____ or are Certificate(s) attached?:** ☐ Yes ☐ No |
| **What type of product(s) is/are solicited by your company?:**<br>**Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No |

**To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):_____**

**Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.: _____**

Revised12/14/06

## HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: □Yes □ No

If yes, by whom?: □ Texas Building & Procurement Commission □ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: □ Yes □ No

---

## LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): □Texas Building & Procurement Commission □ Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

---

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): □Texas Building & Procurement Commission □ Other
Address: _____ City: _____ State: _____ Zip:_____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

---

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): □Texas Building & Procurement Commission □ Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

---

Form **W-9**
(Rev. 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.

**HIDALGO COUNTY**
(Including all funding sources, programs, and entities)
**REQUEST FOR QUALIFICATIONS**
**PROFESSIONAL ENGINEERING SERVICES POOL**

**RFQ No.: 2012-002-01-18-CGA**

# RFQ SUBMITTAL CHECK LIST

**All forms listed below must be included in the RFQ response, failure to submit any of these forms will be considered non responsive.**

**Indicate with a check mark (✓) the Forms completed and included in this response:**

_____ Page 9 of Legal Notice

_____ Attachment "B" –Procurement Form –Areas of Specialization

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One Original, 7 Copies, and 2 CD's containing a complete copy of Response.

# EXHIBIT A
## -Scope of 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.

The **OWNER** will provide to the **ENGINEER** the following:

(1) Authorization to the **ENGINEER** to begin work in accordance with Section 3 of this Agreement.

(2) Payment for work performed by the **ENGINEER** and accepted by the **OWNER** in accordance with Section 6 of the Agreement.

(3) 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.

(4) Provide any available relevant data the **OWNER** may have on file concerning the project.

(5) Provide timely review and decisions in response to the **ENGINEER'S** request for information and/or required submittals and deliverables, in order for the **ENGINEER** to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.

**(6)** Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER.**

(7) Assist the **ENGINEER** in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

*Public Meetings*

(a) Approve agenda and all exhibits prior to public meeting.
(b) Approve date and location of the meeting.
(c) Review/approve Public Meeting Report.

(8) Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly identified in Attachment "B" of the Agreement.

(9) Assist the ENGINEER as required in the coordination with the USACE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.

(10) Review and approve the Project design criteria.

(11) Review and approve change orders as required and prepared by the ENGINEER.

# EXHIBIT B

## -Scope of Services to be provided by the Engineer

Through project award via work authorization, engineer shall provide professional services required to design and specify Building Repair and Renovation Projects. Type of services that may be included as dictated by the individual project requirements consist of: **1)** Surveying, **2)** Civil Engineering, **3)** Mechanical/ Plumbing Engineering, **4)** Electrical Engineering, **5)** Structural Engineering, and or **6)** Architecture. Upon Identification by the Owner of specific projects that require the professional services of the Engineer, a detailed scope of work and identification of professional service disciplines required shall be established.

# EXHIBIT C
## -Work Schedule

A detailed work schedule for each **Work Authorization**, identified and more particularly described in Article 7 of this Agreement, shall be prepared by the **Engineer** to be submitted and approved by the Owner in writing for each **Work Authorization**. The work schedule will provide specific work sequence and definite review times by the **Owner** and the **Engineer** of the work performed.

The **Engineer** will diligently pursue the completion of each **Work Authorization** as defined by the milestones and deliverable due dates outlined in each **Work Authorization**'s associated work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

# EXHIBIT D
## -Engineer's Contract Rates

**HALFF ASSOCIATES, INC.**
**Billing Rate Schedule**
**McAllen Office – MEP**
**February 08, 2013**

| | |
|---|---|
| Project Manger | $185/hr. |
| Professional Engineer | $145/hr. |
| Engineer-In-Training | $100/hr. |
| Designer | $ 75/hr. |
| Construction Administrator | $ 75/hr. |
| CAD Tech | $ 55/hr. |
| Secretarial/Clerical | $ 50/hr. |
| Two-man Survey Crew | $135/hr. |

# BEST AND FINAL OFFER (BAFO) REQUEST

| PROFESSIONAL ENGINEERING SERVICES "ON CALL" AGREEMENT for "Building Repairs/Renovations, Alteration and/or Additions to County Owned Buildings" for projects located within Hidalgo County Precinct Number 4 (UNDER WORK AUTHORIZATIONS PER JOB ORDER) | | | |
|---|---|---|---|
| HALFF ASSOC INC. | Engineering Rates submitted by: Halff Associates Inc. | | Best and Final Offer (BAFO) by: Halff Associates Inc. Engineering Rates |
| Project Manager | $185/hr | | $180 |
| Prof. Engineer | $145/hr | | $145 |
| Engineer In Training (EIT) | $100/hr | | $100 |
| Designer | $ 75/hr | | $ 70 |
| Construction Administrator | $ 75/hr | | $ 75 |
| CAD Tech | $ 55/hr | | $ 50 |
| Secretarial/Clerical | $ 50/hr | | $ 30 |
| Two-Man Survey Crew | $135/hr | | $ 135 |

AUTHORIZED SIGNATURE: _____

TITLE: Vice President

DATE: 2/26/13

# EXHIBIT E
-Work Authorization

# HIDALGO COUNTY
## Professional Engineering Services
## Contract # C-13-044-03-20
## Work Authorization Form

# WORK AUTHORIZATION NO. ___

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, _____, professional engineers of _____, Texas, hereinafter called "**Engineer**".

**PART 1. SCOPE OF WORK**
The purpose of this Work Authorization is for the **Engineer** to provide

_____

_____

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

**PART 2. ESTIMATED COST**
The estimated cost for services under this Work Authorization is **$** _____. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

**PART 3. PAYMENT**
Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article**/Part/Section____ of the Agreement.

**PART 4. FUNDING**
This Work Authorization No. I shall be funded through funding source:
Account No. _____
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

**PART 5. PERIOD OF SERVICE**
This Work Authorization shall become effective on the date of final acceptance of the parties hereto,

and terminate ***upon completion of scopes of the work authorization***.

## PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

## PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct #4,** Commissioner Joseph Palacios as to content and detail of this **Work Authorization No. ___**.

HIDALGO COUNTY PRECINCT No. 4

BY: _____

**Joseph Palacios, Commissioner**

## PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2013.

| THE ENGINEER: | THE OWNER: |
|---|---|
| HALFF ASSOCIATES INC. | HIDALGO COUNTY |
| _____ | _____ |
| By: Menton J. Murray, III, P.E., LEED AP | By: Ramon Garcia, County Judge |

ATTEST:

_____

By: Arturo Guajardo, Jr., County Clerk

## LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

# EXHIBIT F
## -Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

## SUPPLEMENTAL AGREEMENT No. _____
TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Engineers of, _____, Texas, hereinafter called the "**Engineer**".

**WITNESSETH**

**WHEREAS**, the **Owner** and the **Engineer** executed the **Agreement** on the _____ day of _____ **2013** concerning engineering for _____ (hereinafter referred to as the "**Project**"); and,

**WHEREAS**, Article ___ of the **Agreement**, (article title), establishes _____; and,

**WHEREAS**, it has become necessary to amend the contract to _____

**AGREEMENT**

**NOW THEREFORE**, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

1. Article ___ of the **Agreement**, (article title), is revised to

_____
_____
_____
_____
_____
_____
_____

**All other provisions are unchanged and remain in full force and effect.**

**IN WITNESS WHEREOF**, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

**THE ENGINEER:**
**HALFF ASSOCIATES INC.**

**BY:**_____
Menton J. Murray, III, P.E., LEED AP

**THE OWNER:**
**HIDALGO COUNTY**

**BY:**_____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS

(as required)

# EXHIBIT G

-Certificate of Insurance (*Hidalgo County*)

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/10/2012

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<br>Bell Insurance Agency<br>16980 Dallas Parkway<br>Dallas, TX 75248 | CONTACT NAME: Candy Goehring<br>PHONE (A/C, No, Ext): 972.581.4915 FAX (A/C, No): 972.581.4916<br>E-MAIL ADDRESS: cgoehring@bellgroup.com |
| INSURED Halff Associates, Inc.<br>1201 N. Bowser<br>Richardson, TX 75081 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A: Hartford Accident & Indmnity — 22357<br>INSURER B: Hartford Casualty Ins. Co. — 29424<br>INSURER C: Hartford Underwriters — 30104<br>INSURER D: ACE American Ins. Co. — 22667<br>INSURER E: —<br>INSURER F: — |

**COVERAGES** **CERTIFICATE NUMBER: 12/13 Master/Prof** **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<br>COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE [X] OCCUR<br>X<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY [X] PRO-JECT LOC | | | 46UUNIY5768 | 07/12/2012 | 07/12/2013 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 1,000,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| A | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>X HIRED AUTOS<br>X NON-OWNED AUTOS | | | 46UUNIY5768 | 07/12/2012 | 07/12/2013 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| B | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ 10,000 | | | 46XHUIY6677 | 07/12/2012 | 07/12/2013 | EACH OCCURRENCE<br>AGGREGATE | $ 5,000,000<br>$ 5,000,000 |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | 46WENV6090 | 07/12/2012 | 07/12/2013 | X WC STATU-TORY LIMITS OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| D | Professional Liability<br>Claims Made Policy | | | EONG21673845 | 07/12/2012 | 07/12/2013 | $5,000,000 Per Claim Limit<br>$5,000,000 Aggregate Limit | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

County of Hidalgo is included as additional insured as respects general liability if required by written contract, 30 day notice of cancellation applies except for 10 days for non payment

**CERTIFICATE HOLDER**

Hidalgo County
Attn: Purchasing Department
2812 S. Highway Bus. 281
Edinburg, TX 78539

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Thomas J. Ashley/CANDY

© 1988-2010 ACORD CORPORATION. All rights reserved.



The ACORD name and logo are registered marks of ACORD

**Zimbra** **leticia.saenz@co.hidalgo.tx.us**

## RE: Contract#C-13-044-03-20-HALFF ASSOC INC-(ON CALL)-PCT 4

**From :** Steve Crain <scrain@atlashall.com> Thu, Mar 14, 2013 03:38 PM

**Subject :** RE: Contract#C-13-044-03-20-HALFF ASSOC INC-(ON CALL)-PCT 4

**To :** 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

The contract is OK.

---

**From:** Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
**Sent:** Thursday, March 14, 2013 3:03 PM
**To:** scrain@atlashall.com; mntrevino@atlashall.com
**Cc:** Martha Salazar; Darlene Betancourt
**Subject:** Contract#C-13-044-03-20-HALFF ASSOC INC-(ON CALL)-PCT 4
**Importance:** High

Mr. Crain-

Please review and approve as to form (attached hereto) contract #**C-13-044-03-20** with **Halff Associates Inc**. for the purposes of:**"Building Repairs/Renovations, Alteration and/or Additions to County Owned Buildings" (on an as needed basis)** for projects located within **Hidalgo County Precinct Number 4.**

Will be placing on the next CC on 03/20/13 for final approval.

Please advise.

Thank you.

Letty Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

## Leticia Saenz

**From:** Raul Sesin [Raul.Sesin@co.hidalgo.tx.us]
**Sent:** Thursday, February 28, 2013 4:27 PM
**To:** 'Leticia Saenz'
**Cc:** 'Martha L. Salazar'; 'Darlene Betancourt'; 'rocio.villarreal'; 'Yolanda Chapa'; nora.cavazos@hchd.org
**Subject:** RE: REVIEW & APPROVAL of Eng Rates & Contract Doc- HALFF ASSOCIATES-C-13-044-03-05 (On Call) Bldg Renovations, Alt & Repairs for County Owned Bldgs within Pct4

Ms. Saenz, The hourly fees appear to be reasonable for the type of work that will be performed.

Yes I can get the process started. I will follow up with purchasing in a week to meet and discuss my thoughts.

Thank you.



**Raul E. Sesin, PE, CFM**
**Planning Administrator**

Please refrain from printing this email unless completely necessary. Go Green!

---

**From:** Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
**Sent:** Thursday, February 28, 2013 1:26 PM
**To:** 'Raul Sesin'
**Cc:** 'Martha L. Salazar'; 'Darlene Betancourt'; 'rocio.villarreal'; 'Yolanda Chapa'
**Subject:** RE: REVIEW & APPROVAL of Eng Rates & Contract Doc- HALFF ASSOCIATES-C-13-044-03-05 (On Call) Bldg Renovations, Alt & Repairs for County Owned Bldgs within Pct4

Thank you Mr. Sesin.

Yes, I noticed the "top" job descriptions and their fees also.

However, I did request a Best and Final Offer on the rates and they submitted new rates (attached hereto) for your review. ***The new rates reflect a $5 decrease only on certain job descriptions, i.e.. (Project Manager, Designer and CAD Tech).***

Developing a fee matrix and maybe produce standard rates for all consultants with on call agreements would be great. Will you help us start this process and so, as to better understand on how to negotiate these rates?

Please advise.

Thank you for all your efforts and hard work.

**Zimbra** **leticia.saenz@co.hidalgo.tx.us**

## RE: Review & Approval of Contract#C-13-045-03-20-Leonel Garza & Associates Inc-Pct 4 (on call)

**From :** Steve Crain <scrain@atlashall.com> Fri, Mar 15, 2013 04:03 PM

**Subject :** RE: Review & Approval of Contract#C-13-045-03-20-Leonel Garza & Associates Inc-Pct 4 (on call)

**To :** 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

He contract is fine.

---

**From:** Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
**Sent:** Friday, March 15, 2013 3:45 PM
**To:** Steve Crain; mntrevino@atlashall.com
**Subject:** Re: Review & Approval of Contract#C-13-045-03-20-Leonel Garza & Associates Inc-Pct 4 (on call)

Mr. Crain-
I have attached revised insurance certificate reflecting the sheduled autos to the agreement as advised. Please review and approve as to form.

Please advise.

Thanks.

Letty

---

**From:** "Steve Crain" <scrain@atlashall.com>
**To:** "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
**Sent:** Friday, March 15, 2013 11:33:05 AM
**Subject:** RE: Review & Approval of Contract#C-13-045-03-20-Leonel Garza & Associates Inc-Pct 4 (on call)

Autos are not scheduled on insurance.

---

**From:** Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
**Sent:** Friday, March 15, 2013 10:57 AM
**To:** Steve Crain; mntrevino@atlashall.com
**Cc:** Martha Salazar; Darlene Betancourt
**Subject:** Review & Approval of Contract#C-13-045-03-20-Leonel Garza & Associates Inc-Pct 4 (on call)
**Importance:** High

Mr. Crain-

Please review and approve as to form (attached hereto) contract #**C-13-045-03-20** with **Leonel Garza & Associates, Inc.** for the purposes of **(on call) "Fair Market Value Appraisals in**

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

**PROFESSIONAL SERVICES CONTRACT**
**C-13-045-03-20**

**THIS AGREEMENT** is made effective the **20th** day of **March, 2013**, by and between the **County of Hidalgo, Texas** ("County") and **Leonel Garza, Jr. & Associates, LLC** ("Appraiser").

**W I T N E S S E T H:**

**WHEREAS,** the County requires appraisal services for: **The Fair Market Value Appraisals in connection with the Acquisition of Land, Rights of Way, Easements, Condemnations and Disposition of County owned Property located** within **Hidalgo County Precinct No. 4**; and

**WHEREAS,** the County of Hidalgo solicited Request for Qualifications (RFQ) for the development and establishment of a yearly pool for "Professional Appraisal Services", and

**WHEREAS,** from which "Professional Appraiser" has been selected from the "Pool" of pre-qualified Appraisers from response to the Request for Qualifications (RFQ), and

**WHEREAS,** County has determined that the services of "Professional Appraiser" are sometimes necessary to carry out the required appraisal activities; and

**WHEREAS,** pursuant to Texas Government Code Section 2254.002, "The Professional Services Procurement Act," Government Code, the County requested proposals from professional right-of-way appraiser to assist the County by providing appraisal services; and

**WHEREAS,** County has selected the Appraiser to provide the review appraisal services within Hidalgo County Precinct No. 4, in accordance to Exhibit "A-1", Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Appraisers.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, County and Appraiser do mutually agree as follows:

1. **Scope of Services.** Appraiser agrees to provide to County **The Fair Market Value Appraisals in connection with the Acquisition of Land, Rights of Way, Easements, Condemnations and Disposition of County owned Property located** within **Hidalgo County Precinct No. 4** as shown in Exhibit "A" attached hereto and entitled "Services to be Provided by the Appraiser". **In the event the Appraiser does not provide the fair market value appraisal prior to the date specified on the purchase order, the Purchase Order will become NULL and VOID. If such Purchase Order becomes NULL and VOID and a fair market value appraisal is secured from another firm, Appraiser will be responsible for any additional charges or expenses incurred by Hidalgo County.**

***Further, in the event that it is demonstrated by Appraiser that Hidalgo County has caused or delayed thus preventing the Appraiser from meeting the specified agreed upon deadline to provide the fair market value appraisal ordered, Appraiser must advise in written notice to the Purchasing Department to authorize and to secure additional time to comply.***

2. **Non-Exclusive Services of Appraiser.** Hidalgo County reserves the right to request these services from other sources other than the Appraiser and shall not be in violation of any terms or conditions of this Agreement.

3. **Term.** This Contract is for a period of **one (1) year**, effective **March 20, 2013**, and will expire **March 19, 2014** or unless sooner terminated as provided herein. The Appraiser will not begin work or incur costs until authorized in writing by the County for each "Purchase Order".

4. **Compensation.** As consideration for rendering the Services provided for in this Contract, the County agrees to pay the Appraiser the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Appraiser. The Appraiser is authorized to submit periodic requests for payment within thirty days after completion of each purchase 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. Appraiser 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 Appraiser shall be mailed to the address shown in numbered paragraph 21, hereof.

**5. Progress**. Upon acceptance of a purchase order, the Appraiser shall undertake and complete the authorized work. The County or the Appraiser can request conferences to be provided at the Appraiser's office, the office of the County, or at other agreed upon locations.

**6. Inspection of Work**. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Appraiser, or a subcontractor, the Appraiser shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

**7. Amendments.** If it becomes necessary at any time during the 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 Appraiser 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 Appraiser, the County shall require the Appraiser 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 Appraiser, the County will reimburse the Appraiser for the additional work at the same rate of pay established in Exhibit "B", "Basis for Payment". If payment for the additional work will cause the maximum amount payable to be exceeded, an amendment shall be executed in accordance with the terms of this provision.

**8. Reporting**. The Appraiser shall promptly advise the County in writing of events which have a

significant impact upon the contract, including:

1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any County or, if Federal funds are involved, Federal assistance needed to resolve the situation.

2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

9. **Ownership of Documents.** Upon completion or termination of this contract, all documents prepared by the Appraiser or furnished to the Appraiser 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 Appraiser may, at its own expense, have copies made of the documents or any other data furnished the County under this contract.

10. **Independent Contractor.** Appraiser 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 Appraiser under this Contract. Notwithstanding the foregoing sentence, Appraiser 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. Appraiser agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. **Voluntary Termination.** County may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

12. **Insurance.** Appraiser agrees to provide liability insurance covering its activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, ' 100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish department a

certificate of insurance, Exhibit "C", issued by the insurer that such insurance is in full force and effect.

**13. No Assignment.** Except as otherwise herein provided, Appraiser, may not assign the obligations or rights under this contract to any person without the prior written consent of County.

**14. 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.

**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 Appraiser, 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 Appraiser 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, Appraiser 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 Appraiser=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: | Hidalgo County<br>Attention: County Judge<br>1615 South Closner, Suite J<br>Edinburg, Texas 78539 |
| If to Appraiser: | Leonel Garza, Jr. & Associates, LLC<br>Attn: Leonel Garza, III, Co-Owner/Primary R.E.A.<br>1419 Dove, Suite 1<br>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 Appraiser have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of County and Appraiser 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 ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

**EXECUTED** as of the day and year first written above.

***Approved by Commissioners' Court on _____, 2013.***

**APPROVED AS TO FORM:**
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain, Attorney

**COUNTY OF HIDALGO, TEXAS**

By:_____
Ramon Garcia, County Judge

**APPRAISER:**
**Leonel Garza, Jr. & Associates, LLC**

By:_____

Printed Name: Leonel Garza, III

Title: Owner/Primary R.E.A.

**ATTEST:**

_____
Arturo Guajardo, Jr., County Clerk

# EXHIBIT "A-1"

REQUEST FOR QUALIFICATIONS (RFQ) PROCUREMENT PACKET

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

December 27 2011

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Professional Appraisers Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
**RFQ No: 2012-004-01-18-YZV**

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

**We have updated our RFQ packet.** Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet. **All forms must be properly completed and submitted with your response** in order to be considered responsive and qualified.

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

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

# TABLE OF CONTENTS

**HIDALGO COUNTY**
**"Professional Appraisers Services Pool"**
(Including all funding sources, programs, and entities)

**RFQ No: 2012-004-01-18-YZV**


| Item | Description | No. of Pages |
|---|---|---|
| 1. | Request for Qualifications Letter | 1 |
| 2. | Request for Qualifications, Legal Notice | 9 |
| 3. | Exhibit A, Requirements | 8 |
| 4. | Exhibit B, Evaluation Criteria | 2 |
| 5. | Exhibit C, Insurance Requirements, | 4 |
| 6. | Exhibit D, CIQ Conflict of Interest Questionnaire | 1 |
| 7. | Exhibit E, Proposer's Affidavit | 1 |
| 8. | Vendor/Bidder Application and W-9 form | 6 |
| 9. | Certification Regarding Debarment | 1 |
| 10. | RFQ Submittal Check List | 1 |


The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

December 27, 2011
Date

# REQUEST FOR QUALIFICATIONS (RFQ)

## HIDALGO COUNTY

(Including all funding sources, programs, and entities)

## "Professional Appraisers Services Pool"

**RFQ NO: 2012-004-01-18-YZV**

Acceptance Due Date: **January 18, 2012**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Yolanda Velasquez, Buyer II
(956) 292-7000 Ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

**1.** Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) **Professional Appraisers Services Pool",** in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

**2.** One (1) original, seven (7) copies of all qualifications and two (2) CDs in PDF Format are required with the respondent's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, ***RFQ – 2012-004-01-18-YZV"HIDALGO COUNTY (Including all funding sources, programs, and entities)*** **Professional Appraisers Services Pool",** and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, JANUARY 18, 2012.**

**NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.**

Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

**3.** Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

**4.** Failure of the delivered item 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 respondent, or to reject all qualifications and re-advertise.

**5.** For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

**6.** Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with

their qualification including catalogue numbers and any necessary references.

**7.** Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

**8.** County reserves the right to accept or reject any or all qualifications.

**9.** Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

**10.** Costs are to be net F.O.B., County Prepaid.

**11.** 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.

**12.** Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

**13. 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

**14. BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY (Including all funding sources, programs, and entities) Professional Appraisers Services Pool"**

e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

**HIDALGO COUNTY AUDITOR'S OFFICE**
Postal/Mailing 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

**15. SCHEDULE OF EVENTS**

| | |
|---|---|
| **Qualification Opening, 9:30 A.M.** | **January 18 , 2012** |
| Award of Contract | _____, 2012 |
| Commence Work or Deliver Products | _____, 2012 |

**16. HIDALGO COUNTY APPROVED HOLIDAYS**

| 2012 YEAR | |
|---|---|
| New Year's Day | 12/30/11 and 01/02/12 |
| Martin Luther King Day | 01/16/12 |
| President's Day | 02/20/12 |
| Good Friday | 04/06/12 |
| Easter | 04/09/12 |
| Memorial Day | 05/28/12 |
| Independence Day | 07/04/12 |
| Labor Day | 09/03/12 |
| Columbus Day | 10/08/12 |
| Veteran's Day | 11/12/12 |
| Thanks Giving Day | 11/22/12 and 11/23/12 |
| Christmas Day | 12/24/12 and 12/25/12 |

**17. ~~BID OR PERFORMANCE BOND~~ AND DEBARMENT CERTIFICATION; ~~PAYMENT UNDER CONTRACT~~:**

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas~~. All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

## 18. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- **NOTICE:**
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any

procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

**19. DISCLOSURE OF CONFLICT OF INTEREST**

- **Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.**

  **Please submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539CHidalgo County Courthouse.**

  **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT.**

**20.** If, during the life of any contract or qualification awarded, the successful respondent's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

**21.** Qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

**22.** Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

**23.** Successful respondent 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 respondent's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

**24.** Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

**25.** County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

**26.** Successful respondent 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 respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent 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 respondent 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 respondent'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 respondent.

**27.** Successful respondent shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

**28.** This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

**29.** The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

**30.** Respondents shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

**31.** Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Request for Qualifications
for
**HIDALGO COUNTY**
(Including all funding sources, programs, and entities)

# "Professional Appraisers Services Pool"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

**Respectfully submitted,**

**Firm:** _____

**Address:** _____

**By:** _____

**Printed Name:** _____

**Title:** _____

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Real Estate Appraisers (firms) in order to establish a pre-qualified pool on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Real Estate Appraisers will be for **February 09, 2012 and ending February 08, 2013**. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"PROFESSIONAL APPRAISERS SERVICES POOL-Hidalgo County"** (including all funding sources, Programs, and Entities)**-Request For Qualifications** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, January 18, 2012. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request for Qualifications:

## SECTION I -GENERAL TERMS AND CONDITIONS

### RFQ DOCUMENT SUBMITTALS/DELIVERY

A total of **one (1) original, seven (7) copies and two (2) CD's in PDF format** of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

**Hidalgo County is requesting that statements of qualifications responses be clearly marked and/or labeled with the Company's name, RFQ Number, Project Title, and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:**

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

### DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's

Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

**PROPOSER'S AFFIDAVIT:**
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or (3) that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

**NON-DISCRIMINATION:**
Respondents, 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:**
Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment.

**ELECTRONIC TRANSMISSION OF RFQ's:**
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

**PROOF OF FINANCIAL AND BUSINESS CAPABILITY:**
Respondent must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

**RESPONDENT DEFAULT:**
Hidalgo County reserves the right, in case of respondent's default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

**RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:**
It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

**RFQ QUESTIONS AND ANSWERS:**
Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956) 292-76120or via e-mail: yolanda.velasquez@co.hidalgo.tx.us BY NO LATER THAN Tuesday, January 10, 2012 at 5:00 p.m. Responses will be sent to all applicants by Friday, January 13, 2012. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**SIGNING OF QUALIFICATIONS:**
In order to be considered, all submittals **must** be signed. **Please sign the original in *blue* ink**.

**WAIVING OF INFORMALITIES:**
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

**SUBCONTRACTING:**
The successful respondent may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

**TERM OF POOL:**
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

**DAVIS BACON ACT:**
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

## SECTION II -RFQ REQUIREMENTS

**REQUEST FOR QUALIFICATIONS:**
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ.

**UNDERSTANDING OF THE PROJECT:**
This section should demonstrate the respondents understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

**FIRM QUALIFICATIONS:**
The County of Hidalgo is seeking to contract with a competent Appraisal firm(s), registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

**Scope of Appraisal and/or Review Appraisal Services:**

1) Property appraisals will be based on "Fair Market Value" unless otherwise specified or requested. Two copies of the appraisal report shall be bound, clearly labeled and signed by the primary certified appraiser and any other certified appraiser and /or licensed trainee which aided in the process. Four additional copies will be furnished.

2) All photographs used within the report must be originals. No digital photos shall be used for subject property. Digital photos shall only be used comparable sales. All adjustments to any comparable sales must be clearly explained in a narrative format. All comparable sales must be with a two year time frame. If any sales which have occurred prior to the two year limit, they just be clearly explained and added to the conventional three comparable sales typically used in the appraisal process.

3) Current location maps of the subject property including, area regional, plat and flood maps must be included and clearly labeled for the subject property.

4) All reports shall be a "Self Contained Narrative Report" unless otherwise requested and shall follow the 2009 or most current Uniform Standard of Professional Appraisal Practice (USPAP) rules and regulations. Each appraisal report must be physically inspected, photographed, and personally signed by the primary-general certified appraiser of the firm. Appraiser trainees may aid in the collection of the information, however, all analysis and conclusion must be performed by the primary general certified appraiser.

5) Appraisal reports are due within four weeks of request (20 business days) and receipt of a fully executed purchase order.

**Additionally, this section should include, but not restricted to the following information:**

A. Firm name, address, phone number and person to contact regarding the Statement of Qualification.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:
   1) Copy of current license certification with the state seal
   2) History certification from the Texas Appraiser Licensing & Certification Board.
   3) General list of property types appraised within the past year.

C. List of State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Familiarity with the geographical area.

F. Statement regarding an Affirmative Action Program.

G. Minimum of $1,000,000.00 Professional liability, errors and omissions, insurance.

**PERSONNEL AND STAFFING:**
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

**REQUIRED CERTIFICATIONS AND SUBMITTAL:**
This section will contain any licenses and certifications and assurance as required by FEDERAL HIGHWAY ADMINISTRATION, the STATE OF TEXAS, HIDALGO COUNTY, LOCAL MUNICIPALITIES, etc. The Appraisers should include copies of their Professional Liability Insurance.

**PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:**
The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq.

## PART III -SELECTION / EVALUATION

**SELECTION/EVALUATION PROCESS:**

The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."
The respondent's Statement of Qualifications will be evaluated based on the criteria presented below.

**1) *Responsiveness:*** **30 points**

a) Requested Information
b) Thoroughness
c) Understanding of Project
d) List of references provided
e) Clarity - Brevity
f) Degree of Interest

**2) *Firm Capabilities:*** **45 points**

a) Background
b) Relevant experience
c) Experience with similar projects
d) Knowledge of area
e) Timeliness of schedule
f) Quality services previously provided to Hidalgo County

g) Current workload
h) Ability to commence various re-quested projects simultaneously
i) Completion of projects within budgets

**3) *Staffing:*** **25 points**

a) Qualifications of personnel- The professional team members responsible assigned to assist County projects shall be identified in the organizational chart.
b) Key personnel
c) Required discipline skills

**STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:**

Once a Project has been identified and it is determined that Real Estate Appraiser Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1) Hidalgo County Commissioners' Court, Elected Official and/or the User Department in need of Real Estate Appraiser Services **will nominate** (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, thereafter, will review, score, and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications.

2) A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

**NEGOTIATION PROCESS:**

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) a "scope of service" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

# EXHIBIT "B"

EVALUATION CRITERIA
PROFESSIONAL APPRAISERS SERVICES POOL
**RFQ No. 2012-004-01-18-YZV**

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

## 1. RESPONSIVENESS (30) POINTS

A. Requested Information
B. Thoroughness
C. Understanding of Project
D. List of references provided
E. Clarity – Brevity
F. Degree of Interest

## 2. FIRM CAPABILITIES (45) POINTS

A. Background
B. Relevant experience
C. Experience with similar projects
D. Knowledge of area
E. Timeless of schedule
F. Quality services previously provided to Hidalgo County
G. Current workload
H. Ability to commence various re-quested projects simultaneously
I. Completion of projects within budgets

## 3. STAFFING (25) POINTS

A. Qualifications of personnel
B. Key personnel
C. Required discipline skills

**GRAND TOTAL 100 Points**

# EXHIBIT "B"

EVALUATION CRITERIA

PROFESSIONAL APPRAISERS SERVICES POOL

**RFQ No. 2012-004-01-18-YZV**

| Selection Criteria | Points | Score |
|---|---|---|
| 1. **RESPONSIVENESS -----** (30 pts) | | |
| ➢ Requested information | **5** | |
| ➢ Thoroughness | **5** | |
| ➢ Understanding of Project | **5** | |
| ➢ List of references provided | **5** | |
| ➢ Clarity-Brevity | **5** | |
| ➢ Degree if Interest | **5** | |
| Comments/Rationale For Points: | | **TOTAL** _____ |
| | | |
| 2. **FIRM CAPABILITIES** ---- (45 pts) | | |
| ➢ Background | **5** | |
| ➢ Relevant experience | **5** | |
| ➢ Experience with similar projects | **5** | |
| ➢ Knowledge of area | **5** | |
| ➢ Timeliness of schedule | **5** | |
| ➢ Quality services previously provided to Hidalgo County | **5** | |
| ➢ Current workload | **5** | |
| ➢ Ability to commence various re-quested projects simultaneously | **5** | |
| ➢ Completion of projects within budgets | **5** | |
| Comments/Rationale For Points: | | **TOTAL** _____ |
| | | |
| 3. **STAFFING--------** (25 pts) | | |
| ➢ Qualification of personnel | **10** | |
| ➢ Key personnel | **10** | |
| ➢ Required discipline skills | **5** | |
| Comments/Rationale For Points: | | **TOTAL** |
| | | |
| **Total Score** | | |

Provider: _____

Evaluator: _____ Date: _____

# EXHIBIT "C"

## Insurance Requirements
## Professional Services
## (i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

<u>Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).</u>
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**<br>☐ COMMERCIAL GENERAL LIABILITY<br>☐ CLAIMS MADE ☐ OCCUR<br>☐ OWNER'S & CONT. PROT<br>☐ OWNER'S PROTECTIVE LIABILITY<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ☐ PROJECT ☐ LOC | | | | EACH OCCURRENCE<br>FIRE DAMAGE (Any one fire)<br>MED (Any one person)<br>PERS & ADV INJURY<br>AL AGGREGATE<br>ODUCTS – COMP/OP AGG | $<br>$<br>$<br>$<br>$<br>$ |
| B | **AUTOMOBILE LIABILITY**<br>☐ ANY AUTO<br>☐ ALL OWNED AUTOS<br>☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS<br>☐ NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ |
| | **GARAGE LIABILITY**<br>☐ ANY AUTO | | | | AUTO ONLY-EA ACCIDENT<br>OTHER THAN AUTO ONLY EA ACC<br>AGG | $<br>$<br>$ |
| C | **EXCESS LIABILITY**<br>☐ OCCUR ☐ CLAIMS MADE<br>☐ DEDUCTIBLE<br>☐ RETENTION $ | | | | EACH OCCURENCE<br>AGGREGATE | $<br>$ |
| D | **WORKERS COMPENSATION AND EMPLOYER'S LIABILIT** | | | | WC STATU-TORY LIMITS ☐ OTHER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE-EA EMPLOYEE<br>E.L. DISEASE-POLICY LIMIT | <br>$<br>$<br>$ |
| | **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**<br>**Attn: Purchasing Department**<br>**2812 S Highway Bus. 281**<br>**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.<br>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, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

Exhibit "D"

# CONFLICT OF INTEREST QUESTIONNAIRE

**FORM CIQ**

**For vendor or other person doing business with local governmental entity**

**This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**OFFICE USE ONLY**

Date Received

**1** **Name of person who has a business relationship with local governmental entity.**

**2** ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3** **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

**4**

_____ _____

Signature of person doing business with the governmental entity Date

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.

**HIDALGO COUNTY**
(Including all funding sources, programs, and entities)
**REQUEST FOR QUALIFICATIONS**
**PROFESSIONAL APPRAISERS SERVICES POOL**

**RFQ No.: 2012-004-01-18-YZV**

# RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response, failure to submit any of these forms will be considered non responsive.

**Indicate with a check mark (✓) the Forms completed and included in this response:**

_____ Page 9 of Legal Notice

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One Original, 7 Copies, and 2 CD's containing a complete copy of Response.

SIGNATURE _____ DATE _____

# EXHIBIT "A"

SERVICES TO BE PROVIDED BY APPRAISER

1419 Dove Avenue, Suite 1, McAllen, Texas 78504
Email Address: leonel3@garza-associates.com
Office (956) 687-7295 Fax (956) 687-9236

Leonel Garza Jr. & Associates LLC

# Best & Final For Appraisal Services

| | | | |
|---|---|---|---|
| **To:** | Hidalgo County Purchasing Department<br><br>2802 South Business Highway 281<br>Edinburg, Texas 78539 | **From:** | Leonel Garza III |
| **Fax:** | (956) 318-2629 | **Pages:** | 2 Pages |
| **Phone:** | (956) 292-7000 Ext. 4861 | **Date Submitted:** | February 11, 2013 |
| **Re:** | **Appraisal Proposal – Precinct No. 4** | **CC:** | Leticia Saenz, CPPB / Contract Manager |

**Mrs. Saenz:**
As per e-mail from Leticia Saenz on February 6, 2013, our office is pleased to present our best and final offer proposal for appraising the various properties in connection with Acquisition of Land, Rights of Way, Easements, Condemnations and Disposition of County Owned Property located within Hidalgo County Precinct No. 4 (on an "As Needed Basis"). The appraisal reports shall be based on the Texas Department of Transportation, County of Hidalgo and SB-18 requirements as follows:

| | |
|---|---|
| **Appraisal Report Cost** | **$2,250.00 Per Parcel**<br>Included Per Parcel:<br>(4) Original Appraisal Reports |
| **Additional Original Reports** | **$ 50.00 Per Original Copy**<br>This cost shall apply for additional original (color) copies required by the Hidalgo County Precinct #4 Department and or other County agencies involved in the project. |
| **Updated/Revised Reports** | **$ 500.00 Per Parcel**<br>This cost shall apply when a major change to the survey and or correction of the survey and or right-of-way map has been performed after the completion of the appraisal report. These revision cost shall be discussed with the Precinct prior to billing. Minor revisions to a parcel report will be billed on a case by case basis depending on complexity of the revision as determined by Leonel Garza Jr. & Associates LLC. |
| **Condemnation Hearing Cost** | **Hourly Rate = $ 150.00 Per Hour**<br>Hourly rate shall apply to any and all preparation time required for the condemnation hearing. |
| **Appeals Court / Trial** | **Hourly Rate = $ 250.00 Per Hour** ***(Plus Expenses)***<br>(Hourly rate shall apply to any and all preparation time, depositions, and consulting required for an appeal of a Condemnation Hearing to a bench or jury trial.) |

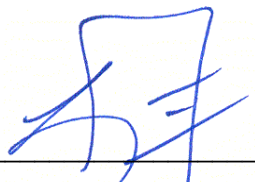
February 11, 2013

The appraisal report is for the purpose of establishing the market value of the fee simple estate of the various properties within Hidalgo Precinct No. 4. An appraisal report, which details the scope of our analysis, assumptions & limiting conditions, and certification shall be included with each report adhering to the standards required by state law. I (Leonel Garza III) shall personally inspect each of the subject properties and study and analyze all factors pertinent to the estimate of market value as per date of appraisal. The report shall not reflect any loss or damage to business interest and or going concern to the subject property. A deadline will be established by the Hidalgo County Right of Way Department as outlined within the Purchase Order provided by the client. However, it is also acknowledge that additional time may be required for complex properties of which comparable sales are difficult to locate additional time may be required. This will be discussed with the Precinct and the Purchasing Department prior to acceptance of the request and or at the time of discovery of special circumstances.

Due to the urgency of the projects, the following items shall be required to expedite the project as soon as possible (if applicable):

1. Physical Address of the Subject Property or Directions
2. Access To Property
3. Legal Description and Metes & Bounds
4. Site Plan or Survey
5. Name of Current Owner or Entity Property Is Listed Under
6. Property Contact Person (To Make Inspection Arrangements)
7. Rent Rolls
8. Sales Contracts

If you have any questions about this report or if any item needs clarification please call (956) 687-7295 or via email leonel3@garza-associates.com. Please sign and fax back the first two pages of this report upon acceptance of this proposal. Thank you for the opportunity.



Leonel Garza III
State Certified Real Estate Appraiser
TX-1328375-General
Leonel Garza Jr. & Associates LLC

_____
(Please Sign Here Upon Acceptance)

_____
(Please Print Name)

_____
Date of Acceptance

# EXHIBIT “B”

FEE SCHEDULE

1419 Dove Avenue, Suite 1, McAllen, Texas 78504
Email Address: leonel3@garza-associates.com
Office (956) 687-7295 Fax (956) 687-9236

Leonel Garza Jr. & Associates LLC

# Best & Final For Appraisal Services

| | | | |
|---|---|---|---|
| **To:** | Hidalgo County Purchasing Department<br><br>2802 South Business Highway 281<br>Edinburg, Texas 78539 | **From:** | Leonel Garza III |
| **Fax:** | (956) 318-2629 | **Pages:** | 2 Pages |
| **Phone:** | (956) 292-7000 Ext. 4861 | **Date Submitted:** | February 11, 2013 |
| **Re:** | **Appraisal Proposal – Precinct No. 4** | **CC:** | Leticia Saenz, CPPB / Contract Manager |

**Mrs. Saenz:**
As per e-mail from Leticia Saenz on February 6, 2013, our office is pleased to present our best and final offer proposal for appraising the various properties in connection with Acquisition of Land, Rights of Way, Easements, Condemnations and Disposition of County Owned Property located within Hidalgo County Precinct No. 4 (on an "As Needed Basis"). The appraisal reports shall be based on the Texas Department of Transportation, County of Hidalgo and SB-18 requirements as follows:

| | |
|---|---|
| **Appraisal Report Cost** | **$2,250.00 Per Parcel**<br>Included Per Parcel:<br>(4) Original Appraisal Reports |
| **Additional Original Reports** | **$ 50.00 Per Original Copy**<br>This cost shall apply for additional original (color) copies required by the Hidalgo County Precinct #4 Department and or other County agencies involved in the project. |
| **Updated/Revised Reports** | **$ 500.00 Per Parcel**<br>This cost shall apply when a major change to the survey and or correction of the survey and or right-of-way map has been performed after the completion of the appraisal report. These revision cost shall be discussed with the Precinct prior to billing. Minor revisions to a parcel report will be billed on a case by case basis depending on complexity of the revision as determined by Leonel Garza Jr. & Associates LLC. |
| **Condemnation Hearing Cost** | **Hourly Rate = $ 150.00 Per Hour**<br>Hourly rate shall apply to any and all preparation time required for the condemnation hearing. |
| **Appeals Court / Trial** | **Hourly Rate = $ 250.00 Per Hour** ***(Plus Expenses)***<br>(Hourly rate shall apply to any and all preparation time, depositions, and consulting required for an appeal of a Condemnation Hearing to a bench or jury trial.) |

February 11, 2013

The appraisal report is for the purpose of establishing the market value of the fee simple estate of the various properties within Hidalgo Precinct No. 4. An appraisal report, which details the scope of our analysis, assumptions & limiting conditions, and certification shall be included with each report adhering to the standards required by state law. I (Leonel Garza III) shall personally inspect each of the subject properties and study and analyze all factors pertinent to the estimate of market value as per date of appraisal. The report shall not reflect any loss or damage to business interest and or going concern to the subject property. A deadline will be established by the Hidalgo County Right of Way Department as outlined within the Purchase Order provided by the client. However, it is also acknowledge that additional time may be required for complex properties of which comparable sales are difficult to locate additional time may be required. This will be discussed with the Precinct and the Purchasing Department prior to acceptance of the request and or at the time of discovery of special circumstances.

Due to the urgency of the projects, the following items shall be required to expedite the project as soon as possible (if applicable):

1. Physical Address of the Subject Property or Directions
2. Access To Property
3. Legal Description and Metes & Bounds
4. Site Plan or Survey
5. Name of Current Owner or Entity Property Is Listed Under
6. Property Contact Person (To Make Inspection Arrangements)
7. Rent Rolls
8. Sales Contracts

If you have any questions about this report or if any item needs clarification please call (956) 687-7295 or via email leonel3@garza-associates.com. Please sign and fax back the first two pages of this report upon acceptance of this proposal. Thank you for the opportunity.



Leonel Garza III
State Certified Real Estate Appraiser
TX-1328375-General
Leonel Garza Jr. & Associates LLC

_____
(Please Sign Here Upon Acceptance)

_____
(Please Print Name)

_____
Date of Acceptance

# EXHIBIT "C"

INSURANCE REQUIREMENTS

LEONGAR-02 TOVLE1

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/15/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Shepard Insurance Agency
PO Box 4288
McAllen, TX 78502

CONTACT NAME:
PHONE (A/C, No, Ext): (956) 686-3888 FAX (A/C, No): (956) 682-5650
E-MAIL ADDRESS:

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Sentinel Ins Co, LTD | 11000 |
| INSURER B : State Automobile Mutual Ins Co | |
| INSURER C : Hartford Ins Co of the Midwest | 37478 |
| INSURER D : Underwriters at Lloyds, London | |
| INSURER E : | |
| INSURER F : | |

INSURED
Leonel Garza Jr & Associates LLC
1419 Dove Ave
Suite 1
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<br>[X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [ ] LOC | | | 65SBATE2179 | 5/18/2012 | 5/18/2013 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 1,000,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS<br>[X] HIRED AUTOS [X] NON-OWNED AUTOS | X | | BAP 2325081 01 | 5/23/2012 | 5/23/2013 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (PER ACCIDENT) | $ 500,000 |
| A | [X] UMBRELLA LIAB [X] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [X] RETENTION $ 10,000 | | | 65SBATE2179 | 5/18/2012 | 5/18/2013 | EACH OCCURRENCE<br>AGGREGATE | $ 1,000,000<br>$ 1,000,000 |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ]<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | 65WBCAE1721 01 | 1/11/2013 | 1/11/2014 | WC STATU-TORY LIMITS [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| D | Profession Liability | X | | ME110741 | 5/18/2012 | 5/18/2013 | See Description | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**The General Liability policies includes a blanket automatic additional insrued endorsement (provision) that provides additional insured status to the certificate holder only when there is a wriiten contract between certificate holder that requires it or such status; The Geneal Liability & Business Atuo policy ha a 30 day NOC;**

**Professional Llab: $1,000,000 ea wrongful Act/$1,000,000 Policy Aggregate**
**$5,000 Deductible per Claim**

**Scheduled vehicles: 2005/GMC Sierra/1GTEC14X15Z191568 and 2010 Toyota Thundra/5TFRM5F15AX011366**

CERTIFICATE HOLDER

Hidalgo County
2812 S. Highay Business 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.



The ACORD name and logo are registered marks of ACORD

**AI-37687** **Purchasing Department** **23. E. 1.**

**CC REGULAR**

**Meeting Date:** 03/20/2013

**Submitted For:** Martha L. Salazar **Submitted By:** Oscar Garza, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

### CAPTION

Approval to purchase One (1) new or newer 2013 Dodge 1500 Quad through County's membership/participation with HGAC (Houston-Galveston) awarded vendor, Dallas Dodge-Chrysler-Jeep (Contract #VE11-11a) in the amount of $41,817.36 which includes a $600.00, but not limited to administration fee's & delivery for project #2013-108-OGG

### BACKGROUND

Funding has been appropriated under Req. #00232726 in the amount of $41,817.36 for proposed purchase and requested by Joel Rivera Constable Pct. #4.

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1100-421-00-294-001-0-741

**FUNDS AVAILABLE Y/N?:** YES **MATCHING FUNDS Y/N?:** NO

### BUDGETARY IMPACT:

Available funds in the amount of $44,000.00 as of 03-14-13 under acct #3-1100-421-00-294-001-0-741. Req# 232726.

## Attachments

agenda backup

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 03/15/2013 10:28 AM |
| Budget & Management | Obdett Calzada | 03/15/2013 01:15 PM |
| Rosalinda Cantu | Rosie Cantu | 03/15/2013 01:30 PM |
| Auditor's Office | Monica Badillo | 03/15/2013 04:22 PM |

Form Started By: Oscar Garza Started On: 03/14/2013 01:26 PM

Final Approval Date: 03/15/2013

| HGACBuy | CONTRACT PRICING WORKSHEET<br>For MOTOR VEHICLES Only | Contract No.: | VE11-11a | Date Prepared: | 01/22/13 |
|---|---|---|---|---|---|

**This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.**

| | | | |
|---|---|---|---|
| Buying Agency: | Hidalgo CO | Contractor: | Dallas Dodge-Chrysler-Jeep |
| Contact Person: | Joel Rivera | Prepared By: | Tim Middlebrooks |
| Phone: | 956-383-8560 | Phone: | 214-319-1336 |
| Fax: | | Fax: | 214-319-1306 |
| Email: | *joel.rivera@co.hidalgo.tx.us* | Email: | *tmiddlebrooks@kag-1.net* |

| Product Code: | I02 | Description: | 2013 Dodge 1500 Quad |
|---|---|---|---|

**A. Product Item Base Unit Price Per Contractor's H-GAC Contract:** 17075

**B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.**
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

| Description | Cost | Description | Cost |
|---|---|---|---|
| 5.7L V8 | 2295 | | |
| ST Power equipment group | 895 | | |
| 4X4 Group | 3005 | | |
| Automatic | 75 | | |
| Ram cargo management system, includes crew upgrade | 1295 | | |
| Black trailer tow mirrors | 180 | | |
| Posi rear end | 325 | | |
| White | N/C | | |
| | | | |
| | | | |
| | | Subtotal From Additional Sheet(s): | |
| | | Subtotal B: | 8070 |

**C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.**
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

| Description | Cost | Description | Cost |
|---|---|---|---|
| Brackets for Console | 60.00 | | |
| | | Subtotal From Additional Sheet(s): | |
| | | Subtotal C: | 60 |

**Check:** Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 0%

**D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)**

| Quantity Ordered: | 1 | X Subtotal of A + B + C: | 25205 | = | Subtotal D: | 25205 |
|---|---|---|---|---|---|---|

**E. H-GAC Order Processing Charge (Amount Per Current Policy)** Subtotal E: 600

**F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges**

| Description | Cost | Description | Cost |
|---|---|---|---|
| SSV Group /Skid Plate Group | 1,893 | BlackWheels | 500.00 |
| Delivery to Houston | 250.00 | Fleet Safety Quote | 13,369.36 |
| | | | Subtotal F: 16012.36 |

| Delivery Date: | TBD | G. Total Purchase Price (D+E+F): | 41817.36 |
|---|---|---|---|

# Requisition

Req # 00232726

PO #

Date: 03/05/13

**Bill To:** x
x

**Vendor :** 325619
DALLAS DODGE
11550 LBJ FWY
DALLAS TX 75238
FAX (214)317-1283

**Ship To:** HIDALGO CO. CONSTABLE PRECINCT 4
2814 S. HWY 281
EDINBURG TX 78539

**Contact:** NMUNOZ
956-383-8560

**Contract No:** H-GAC VE11-11a

**Special Instructions:**

| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | DO NOT DUPLICATE ORDER | | |
| 1.00 | EACH | 2013 Dodge 1500 Quad | 41,817.36 | 41,817.36 |
| | | Base Price: $17,075.00<br>Exterior Color: Graphite Grey | | |
| | | Account No | Encumbrance | |
| | | | Freight | .00 |
| | | | Total | 41,817.36 |
| | | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | | |

**Authorized By:** _____

# Hidalgo County Purchasing Department
# Purchasing Request Form

In order to assist the Purchasing Department in the procurement process, please complete this form with all the pertinent information and return to the Purchasing Department in person, via facsimile to (956) 318-2629 or 292-7612 or email to: darlene.betancourt@co.hidalgo.tx.us or oscarg.garza@co.hidalgo.tx.us **(Requests will be processed on a first come, first basis)**

| | |
|---|---|
| Request Date:<br>03-05-2013 | |
| Department:<br>CONSTABLE PRECINCT 4 | |
| Name of Approving Elected Official/Department Head/Supervisor:<br>JOSE EDUARDO GUERRA, CONSTABLE PCT. 4 | |
| Point of Contact:<br>JOEL RIVERA, | Contact Phone Number: 956-975-6444<br>Contact Fax Number: 956-383-8565 |
| Contact E-Mail<br>JOEL.RIVERA@CO.HIDALGO.TX.US | |
| Budget Account Number: | |
| Signature of Approving Elected Official/Department Head/Supervisor: | |
| Estimated Date Goods/Services are required: | |

Goods/Services Description: (Please provide detailed information (specifications)of the Goods/Services being requested) use additional sheets if required.

SEE QUOTE ATTACHED

**FOR PURCHASING DEPARTMENT OFFICE USE: To be completed by the Purchasing Department**

| | |
|---|---|
| **Procurement Manager Notes:** | |
| **Assigned to Buyer:** | |
| **Date Assigned:** | |
| **Project Type:** | |
| **Project Number:** | |
| **Notified Department on:** | |

**Special Instructions by Procurement Manager:**

**From:** Joiner, Loleta
**To:** "Oscar Garza"
**Subject:** RE: Price Verification
**Date:** Wednesday, March 06, 2013 10:33:13 AM

Oscar if the vendors want to give them to you that's fine. But I verify the pricing from my G-drive on my computer and that's my job to verify the prices and it is a lot of them it would take me days to send all of them to you.

*Loleta Joiner*
*Procurement Services Specialist*
*Cooperative Purchasing*
*Direct: 713-993-2486*
*Fax: 713-993-4548*
*ljoiner@h-gac.com*
*www.HGACBuy.org*

**From:** Oscar Garza [mailto:oscarg.garza@co.hidalgo.tx.us]
**Sent:** Wednesday, March 06, 2013 10:17 AM
**To:** Joiner, Loleta
**Subject:** RE: Price Verification

Thank you Ms. Joiner.

Do you have copies of the exhibits for the proposed published items so that we could have for verification on file. I know that we receive them from Caldwell Chevrolet; Philpott Motors etc.

Would you be willing to share the exhibits of the published items with Hidalgo County for future verification.

Please advise,

Oscar Garza, Program Coordinator
2802 So Bus. Hwy 281
Postal Mailing Address:
2812 So. Bus 281 & Corner of Canton Rd.
Edinburg, TX 78539
Phone: 956-318-2626 Ext. 4857
Fax: 956-292-7612
oscarg.garza@co.hidalgo.tx.us

Is it really necessary to print this email?

**From:** Joiner, Loleta [mailto:Loleta.Joiner@h-gac.com]
**Sent:** Wednesday, March 06, 2013 10:07 AM
**To:** 'Oscar Garza'
**Subject:** RE: Price Verification

Hi Oscar

I have verified the pricing for this vehicle and it correct.

*Loleta Joiner*
*Procurement Services Specialist*
*Cooperative Purchasing*
*Direct: 713-993-2486*
*Fax: 713-993-4548*
*ljoiner@h-gac.com*
*www.HGACBuy.org*

---

**From:** Oscar Garza [mailto:oscarg.garza@co.hidalgo.tx.us]
**Sent:** Wednesday, March 06, 2013 9:19 AM
**To:** Joiner, Loleta
**Subject:** Price Verification

Ms. Joiner,

Hope all is well. Attached is a quote from Dallas Dodge-Chrysler-Jeep, received from Mr. Tim Middlebrooks.

If you could please provide us with the approved schedule of published items, in order to verify proposed pricing as provided on quote.
I am able to verify the base price in the amount of $17,075.00; however your assistance with the published items would be very helpful by also confirming that these items meet required guidelines as per your current contract with Dallas Dodge-Chrysler-Jeep.

Should you have any questions, please let me know.

Thank you!

**AI-37510** **Purchasing Department** **23. F. 1.**

**CC REGULAR**

**Meeting Date:** 03/20/2013

**Submitted For:** Eddie Olivarez, Exec. Director **Submitted By:** Gricelda Villarreal, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

**CAPTION**

Acceptance of sole bid received and approval of contract for the request for bids for: "Additional Laboratory Services" for Hidalgo County Department of Health and Human Services - Bid No.: 2013-040-02-13-CGA.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1100-441-00-340-003-0-339

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

**BUDGETARY IMPACT:**

Available balance as of 3-15-13 $41,549.00
on as As needed basis

## Attachments

Memo
contract
Exhibits

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 03/13/2013 04:31 PM |
| Budget & Management | Obdett Calzada | 03/14/2013 07:18 AM |
| Manuel Chapa | Manuel Chapa | 03/15/2013 04:05 PM |
| Auditor's Office | Monica Badillo | 03/15/2013 04:22 PM |

Form Started By: Gricelda Villarreal Started On: 03/06/2013 04:43 PM

Final Approval Date: 03/15/2013

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

# MEMORANDUM

To: Mr. Eduardo Olivarez
Hidalgo County Health and Human Services
Attn: Josie Escalante

From: Cris Ayala, Buyer III
Hidalgo County Purchasing Department

**Re: Review of Bids for: "RFB – Additional Laboratory Services"**

Date: February 21, 2013

Please find the tabulation and sole bid received for the above-referenced project for your review.

Please respond by no later than 2:00 p.m., Friday, March 1, 2013, with your decision and/or recommendation so as to proceed.

If you have any questions/concerns in regards to this project, please call Cris Ayala at 292-7000 Ext 4867.

APPROVE ☒ DISAPPROVE ☐

FUNDS AVAILABILITY: _____Yes / _____ No / _____ Other (specify) _____

BUDGET ACCOUNT#: 3-1100-441-00-340-0030-339

| AUTHORIZED SIGNATURE | Eduardo Olivarez PRINTED NAME | 2/ DATE |
|---|---|---|

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

**SERVICE CONTRACT**
**C-13-040-03-20**

THIS CONTRACT is made and entered into this **20th** Day Of **March**, 2013 by and between the County Of Hidalgo, Texas ("County"), and **Quest Diagnostics Clinical Laboratories, Inc.** ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Additional Laboratory Services"** 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/clinics 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 Department Head 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 effective **March 20, 2013** and ending on **November 29, 2013.** Hidalgo County at its sole discretion may elect the option to extend the contract for one (1) year at the same rates, terms and conditions and may further extend for 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 , including but not limited to Clinical Laboratory Improvement Amendment (CLIA) 1988 certification 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. Indemnification: 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**<br>**Attn: County Judge**<br>**302 W. University Dr.**<br>**Edinburg, Texas 78539** |
| If to Company: | **Quest Diagnostics Clinical Laboratories, Inc.**<br>**Attn. Michael Peat, Ph. D**<br>**4770 Regent Blvd.**<br>**Irving, Tx. 75063** |

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 (30) day's written notice prior to cancellation.

15. This Agreement shall be binding upon and inure to the benefit of and be

enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. 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 ninety (90) 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).

18. 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 parties hereto, and not otherwise.

Approved by Commissioner's Court of Hidalgo County on this the ____day of _____,2013.

**COUNTY OF HIDALGO**

**ATTEST:**

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

**COMPANY: Quest Diagnostics Clinical Laboratories, Inc.**

By:_____

Printed Name:_____

Title:_____

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

By:_____
Stephen L. Crain

# EXHIBIT "A"

# Specifications/Requirements

# REQUEST FOR BIDS (RFB)
# PROCUREMENT PACKET

# EXHIBIT “B”

# VENDOR'S BID PAGE

# EXHIBIT "C"

# INSURANCE REQUIREMENTS

# EXHIBIT "A"

## Specifications/Requirements

## REQUEST FOR BIDS (RFB)
## PROCUREMENT PACKET

# EXHIBIT "A"
## SPECIFICATIONS/REQUIREMENTS
## Hidalgo County Health and Human Services
### "ADDITIONAL LABORATORY SERVICES"
### BID NO.:2013-040-02-13-CGA

Hidalgo County is requesting bidder(s) from firms that can adequately demonstrate that they have the resources, experience and qualifications necessary to provide **"*Laboratory Services***" in a timely manner; ensure that such services meet the County Health Department; ensure quality, yet be cost effective.

The following are the minimum requirements and/or specifications that will be acceptable to the Hidalgo County. These requirements and/or specifications must be **equal or better**, including, but not limited to, the following:

**SPECIFICATIONS/REQUIREMENTS, TERMS AND CONDITIONS**

1) All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

2) Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives whenever it is in the County's best interest to do so.

3) All services will be on an "**As Needed Basis**", there are no set quantities to be requested only approximations.

4) The initial contract term for this project will be effective upon approval of contract by Commissioner's Court and ending on November 29, 2013, with the County's option to extend for an additional one (1) year term.

5) Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term.

6) Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the EXHIBIT "C" for limits).

7) Hidalgo County reserves the right to award to one (1) or multiple vendors whichever is more valuable to the County.

8) All bid prices for items shall take into consideration shipping and handling costs and any other items mentioned on specifications as part of the fixed item price.

9) Hidalgo County reserves the right to add/delete items as it deems to be in the best interest of the County.

10) Specimens will be collected by Hidalgo County Staff.

11) Provide at least one (1) accessible lab location to refer patients for collection if specimen cannot be collected by Hidalgo County staff (i.e. Edinburg). Laboratory will be responsible for delivery/processing of such specimens when necessary.

12) Electronic Lab results are required.

13) All certificates, licenses, etc. for laboratory to operate in the State of Texas are required and copies must be submitted with bid. *(Including but not limited to Clinical Laboratory Improvement Amendment (CLIA) 1988 certification)*

14) All supplies must be provided to Hidalgo County for all required testing and results must be available and provided within 24 hours.

15) Lab must schedule and provide pick up services for all specimens from each facility listed below. Hidalgo County reserves the right to add or delete locations as it deems in the best interest of the County.

| LOCATIONS/CLINICS | |
|---|---|
| **HIDALGO COUNTY HEALTH & HUMAN SERVICES** | |
| **1)** | Edinburg Clinic<br>3105 E Schunior<br>Edinburg, TX 78539<br>Phone: (956) 318-2040<br>Supervisor: Lila De Leon, R.N. |
| **2)** | Elsa Clinic<br>708 Edinburg St.<br>Elsa, Texas 78543<br>Phone: (956)262-1141<br>Supervisor: Laura Reyes, R.N. |
| **3)** | Hidalgo Clinic<br>702 E. Texano<br>Hidalgo, Texas 78557<br>Phone: (956)843-7463<br>Supervisor: Cecilia Lopez, R.N. |
| **4)** | McAllen Clinic<br>300 E. Hackberry<br>McAllen, Texas 785001<br>Phone: (956)682-6155<br>Supervisor Norma Garza, R.N. |
| **5)** | Mission Clinic<br>211 N. Schurebach Road<br>Mission. Texas 78572<br>Phone: (956)585-2461<br>Supervisor: Victoria Garza, R.N. |
| **6)** | Pharr Clinic<br>300 W. Hall Acres<br>Pharr, Tx. 78577<br>Phone: (956)787-1531<br>Supervisor: Lilia Velasco, R.N. |
| **7)** | Weslaco Clinic<br>1901 N. Bridge<br>Weslaco, Texas 78596<br>Phone: (956)969-8332<br>Supervisor: Elva Murphy, R.N. |
| **8)** | Pulmonary Clinic (South Entrance)<br>1304 South 25th Ave<br>Edinburg, Texas 78542<br>Phone: (956)387-0118<br>Supervisor: Gloria Salinas, R.N., TB Program Manager |

## ***SERVICES REQUIRED:***

The vendor shall provide qualified and trained personnel and certified licensed facilities for the laboratory services. Laboratory testing services shall; include, but is not limited to the following services:

| | |
|---|---|
| *1.* | ABO and Rh |
| 2. | Affirm (Trich, G. Vaginalis, Candida) |
| 3. | Antibody Screen RBC w/Reflex to identification, Titer and Antigen Typing; X# of panels performed; X# of titers performed; X# of antigens performed |
| 4. | AFB Smear and Culture w/ Susceptibilities |
| 5. | Aspergillosis Immunodiffussion |
| 6. | Acute Hepatitis Panel |
| 7. | $B_{12}$ and Folate. |
| 8. | Bacterial Vaginosis/Vaginitis Panel |
| 9. | CBC w Diff w/ Platelets |
| 10. | CBC w Diff w/o Platelets |
| 11. | CD4 Count |
| 12. | Chlamydia/GC DNA, SDA Probe/Urine w/confirmation on positives |
| 13. | Chlamydia/GC DNA, SDA CX Male/Urethra Probe/Urine/ confirmation on positives |
| 14. | Chlamydia/GC (out of vial) |
| 15. | Cholesterol Total |
| 16. | Complete Metabolic Panel |
| 17. | Creatinine |
| 18. | 24hr. Creatinine Clearance |
| 19. | Culture (& Sensitivity)- Wound |
| 20. | Fecal Globin by Immuniochemistry (FOB) |
| 21. | Ferritin |
| 22. | FSH and LH |
| 23. | Fungus Culture |
| 24. | Fungal CF Panel |
| 25. | Glucose Plasma |
| 26. | Glucose Serum |
| 27. | Glucose Gestational Screen 50 Gram |
| 28. | Glucose Tolerance Test (GTT), Gestational 4 specimens 100 grams |
| 29. | Group B Strep Colonization Culture/DNA Probe |
| 30. | HCG, Beta Subunit, qualitative |
| 31. | HCG, Beta Subunit, quantitative |
| 32. | Hdl-Cholesterol |
| 33. | Hemoglobin AIC w/MBG |
| 34. | Hepatitis B Surface Antibody |
| 35. | Hepatitis B Surface Antigen with confirmation |
| 36. | HIV-1 Antibodies (HIV Antibody, HIV-1/2m EIA w/Reflex) |
| 37. | HIV Western Blot, if HIV positive |
| 38. | HIV-2 Antibody EIA if Western Blot positive |
| 39. | HIV-2 Antibody Western Blot if HIV-2 Antibody EIA if positive |
| 40. | H. Pylori (serum) |
| 41. | HPV Genotypes 16, 18 |
| 42. | HPV High Risk |
| 43. | HSV ½ |
| 44. | Lead |

| | |
|---|---|
| 45. | Lipid Panel |
| 46. | Maternal Serum Screen 4 (Quad) (age, hcG, UE3, DIA, ITA) |
| 47. | Maternal Serum Screen 5 (Penta) |
| 48. | Ova and Parasites |
| 49. | Prenatal (OB) Panel Total of 11 tests which include Hept. B, HIV, RPR, & Rubella |
| 50. | Prolactin |
| 51. | Prothrombin Time (PT) |
| 52. | PSA |
| 53. | PTT Activated |
| 54. | RPR Titer |
| 55. | RPR with reflex to titer & confirmatory testing |
| 56. | RPR (Monitor) with Reflex to Titer (without confirmations) |
| 57. | RPR (DX) Refelx FTA-ABS |
| 58. | Rubella Antibodies, IgG |
| 59. | Surpath (liquid pap smear) |
| 60. | Surpath Pathology if pap smear abnormal |
| 61. | Surpath with CT/GC (out of the vial) |
| 62. | Testosterone |
| 63. | Total Iron and TIBC |
| 64. | Triglycerides |
| 65. | TSH |
| 66. | TSH with Reflex to Free T4 |
| 67. | Urine, complete |
| 68. | Urine Culture (& Sensitivity), Routine |
| 69. | Uric Acid |

**ADDITIONAL INFORMATION:**

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar. CPPB, Physical: 2802 S. Business Hwy. 281 Postal/Mailing: 2812 S. Business Hwy. 281, New Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED via facsimile (956)292-7612 or via e-mail to: cris.villarreal@co.hidalgo.tx.us by no LATER THAN, **Wednesday, February 6, 2013 by 5:00 p.m.** Responses to said inquiries will be sent to all applicants via facsimile by no later than **Friday, February 8, 2013 by 5:00 p.m.** TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

# EXHIBIT "B"

# VENDOR'S BID PAGE

Quest Diagnostics Incorporated

OPENED 9:40 2-20-13 Witnessed

EXHIBIT "B"
Bid Page
Hidalgo County Health and Human Services
"Additional Laboratory Services"
RFB No. 2013-040-020-13-CGA-Exhibit B

| Item # | Diagnostic Procedure | QUEST Test Description | QUEST Test Code | Price |
|---|---|---|---|---|
| 1 | ABO and RH | ABO Group & Rh Type | 7788 | $4.05 |
| 2 | Affirm (Trich, G. Vaginalis, Candida) | Bacterial Vaginosis/Vaginitis Panel | 14577 | $54.00 |
| 3 | Antibody Screen RFC w/Reflex to identification,Titer and Antigen Typing; X# of panels performed; X# of titers performed; X# of antigens performed | Antibody Screen, RBC with Reflex to Identification, Titer and Antigen Typing - If Antibody Screen is positive, the 3 items (*) below will be performed at an additional charge | 795 | $4.10 |
| | REFLEX TO ABOVE ITEM #3 | *Anibody Identification (price multiplied by # performed) | 5149 | $41.00 |
| | REFLEX TO ABOVE ITEM #3 | *Titer (price multiplied by # performed) | 36203 | $3.75 |
| | REFLEX TO ABOVE ITEM #3 | *Antigen Typing (price multiplied by # performed) | 37429 | $15.00 |
| 4 | AFB Smear and Culture w/Susceptibilities | AFB Primary Susc Mic | 1138 | $50.00 |
| 5 | Aspergillosis Immunodiffusion | Aspergillus Antibodies, Immunodifrusion | 20341 | $23.00 |
| 6 | Acute Hepatitis Panel | Hepatitis Panel, Acute with Reflex Confirmation at an addit'l charge* -This panel Includes: Hep A IGM AB, Hep B Core IGM AB, Hep B Surf AG w/Conf, Hep C AB | 10306 | $47.00 |
| | REFLEX TO ABOVE ITEM #6 | *If Hep B Surface Antigen is positive, then Reflex Confirmation will be performed at addit'l charge | 36204 | $11.00 |
| 7 | B12 and Folate | Vit B12 and Folate Panel, Serum | 7065 | $15.00 |
| 8 | Bacterial Vaginosis/Vaginitis Panel | Bacterial Vaginosis/Vaginitis Panel | 14577 | $54.00 |
| 9 | CBC w Diff w/Platelets | CBC(incl. Differential and Platelets) | 6399 | $2.75 |
| 10 | CBC w Diff w/o Platelets | N/A, but we do offer the one listed below** | N/A | N/A |

Quest Diagnostics Incorporated

OPENED 9:40 2-20-13 Witnessed

| | | | | |
|---|---|---|---|---|
| | | **CBC (H/H, RBC, Indices, WBC, Plt) which incl. WBC, RBC, Hemoglobin, Hematocrit, MCV, MCH, MCHC, RDW, & Platelet Count | 1759 | $2.70 |
| 11 | CD4 Count | CD4 Count is only found in Lymph Subsets, smallest Subset that includes CD4 Count is noted below*** | N/A | N/A |
| | Substitute for Item #11 | ***Lymphocyte Subset Panel 5 - Includes Absolute Lymphocytes, Percentage CD4 & Absolute CD4 | 8360 | $31.00 |
| 12 | Chlamydia/GC DNA Probe, SDA Probe/Urine w/confirmation on positives | Chlamydia Trachomatis/Neisseria gonorrhoeae DNA, SDA (Urine/Endocervical/Urethral/Vaginal Swab) | 17305 | $35.00 |
| 13 | Chlamydia/GC DNA, SDA CX Male/Urethra Probe w/confirmation on positives | Chlamydia Trachomatis/Neisseria gonorrhoeae DNA, SDA (Urine/Endocervical/Urethral/Vaginal Swab) | 17305 | $35.00 |
| 14 | Chlamydia/GC out of vial | Offered in 2 test codes listed below* | N/A | N/A |
| | Substitute for Item #14 | *Chlamydia trachomatis DNA, SDA, Pap vial | 17615 | $17.50 |
| | Substitute for Item #14 | *Neisseria gonorrhoeae, DNA, SDA, Pap Vial | 17617 | $17.50 |
| 15 | Cholesterol Total | Cholesterol, Total | 334 | $1.80 |
| 16 | Complete Metabolic Panel | Comprehensive Metabolic Panel | 10231 | $2.95 |
| 17 | Creatinine | Creatinine | 375 | $1.72 |
| 18 | 24hr. Creatinine Clearance | Creatinine Clearance | 7943 | $10.20 |
| 19 | Culture (& Sensitivity)-Wound | Culture, Aerobic Bacteria (for superficial wounds, abscess, aspirates, animal bites) - Reflexes are at an additional charge to isolate and identify) | 4550 | $15.00 |
| | REFLEX to Item #19 | Susc-1 | 1AC1 | $6.73 |
| | REFLEX to Item #19 | Org ID 1 | 1AE | $12.50 |
| | REFLEX to Item #19 | Org ID 2 | 2AC | $22.90 |
| | REFLEX to Item #19 | Susc-2 | 1AE2 | $24.50 |
| | REFLEX to Item #19 | Org ID 2 | 2AE | $22.90 |
| | REFLEX to Item #19 | Susc-1 | 1AE1 | $10.22 |

OPENED 9:40 2-2013 Witnessed

| | | | | |
|---|---|---|---|---|
| 20 | Fecal Globin by Immuniochemistry (FOB) | Fecal Globin by Immunochemistry (InSure) | 11290 | $15.50 |
| 21 | Ferritin | Ferritin | 457 | $6.25 |
| 22 | FSH and LH | FSH and LH, Serum | 7137 | $15.80 |
| 23 | Fungus Culture | Culture, Fungus (Skin/Hair/Nails) | 39515 | $22.00 |
| 24 | Fungal CF Panel | Fungal Disease Panel | 15965 | $130.00 |
| 25 | Glucose Plasma | Glucose, Plasma | 484 | $4.40 |
| 26 | Glucose Serum | Glucose, Serum | 483 | $1.72 |
| 27 | Glucose Gestational Screen 50 gram | Glucose, Gestational Screen (50g) | 8477 | $4.40 |
| 28 | Glucose Tolerance Test (GTT), Gestational 4 specimens 100 gram | Glucose Tolerance Test, Gestational, 4 specimens (100g) | 6745 | $17.60 |
| 29 | Group B Strep Colonization Culture/DNA Probe | Streptococcus Group B with DNA Probe Culture - for prenatal cultures | 14547 | $42.00 |
| | | Streptococcus Group B Culture - for preparteum or non pregnant | 5617 | $7.25 |
| 30 | HCG, Beta Subunit, qualitative | hCG, Total, Qualitative | 8435 | $8.00 |
| 31 | HCG, Beta Subunit, quantitative | hCG, Total, Quantitative | 8396 | $8.00 |
| 32 | Hdl-Cholesterol | HDL Cholesterol | 608 | $1.80 |
| 33 | Hemoglobin AIC w/MBG | Hemoglobin A1C w/MPG | 8181 | $5.25 |
| 34 | Hepatitis B Surface Antibody | Hepatitis B Surface Antibody, Qualitative | 499 | $6.25 |
| 35 | Hepatitis B Surface Antigen with confirmation | Hepatits B Surface Antigen with Reflex Confirmation | 498 | $6.00 |
| | REFLEX to Item #35 | HBS Ag Confirmation | 36204 | $11.00 |
| 36 | HIV-1 Antibodies (HIV Antibody, HIV-1/2m EIA w/Reflex) | HIV Antibody, HIV 1/2, EIA with Reflexes | 19728 | $10.00 |
| 37 | HIV Western Blot, if HIV positive | HIV Antibody, HIV-1, Western Blot (Reflex ito Item#36) | 5233 | $45.00 |
| 38 | HIV-2 Antibody EIA if Western Blot positive | HIV-2 AB EIA (Reflex to Item #36) | 37363 | $18.00 |
| 39 | HIV-2 Antibody Western Blot if HIV-2 Antibody EIA is positive | HIV-2 Antibody Immunoblot (Reflex if Item#36) | 34313 | $20.00 |
| 40 | H. Pylori (serum) | Helicobacter Pylori AB (IgG), Quantitative - Serum | 29408 | $18.00 |
| 41 | HPV Genotypes 16, 18 | HPV Genotypes 16, 18 (Surepath container) | 19865 | $19.00 |
| 42 | HPV High Risk | HPV DNA High Risk, (Surepath container) | 31532 | $30.50 |
| 43 | HSV 1/2 | Herpes Simplex Virus 1/2 (IgG)Type Specific Antibodies | 6447 | $21.50 |
| 44 | Lead | Lead, Blood | 599 | $9.50 |

Quest Diagnostics Incorporated

OPENED 9:40 9-26-13 Witnessed

| | | | | |
|---|---|---|---|---|
| 45 | Lipid Panel | Lipid Panel (incl. Cholesterol Total, HDL Cholesterol & Triglycerides | 7600 | $5.40 |
| 46 | Maternal Serum Screen 4 (Quad) (age, hcG, UE3, DIA, ITA) | Quad Screen | 30294 | $35.00 |
| 47 | Maternal Serum Screen 5 (Penta) | Penta Screen | 15934 | $99.00 |
| 48 | Ova and Parasites | Ova and Parasites, Stool, Cononcentrate & Permanent Smear | 681 | $11.25 |
| 49 | Prenatal (OB) Panel Total of 11 tests which include Hept. B. HIV, RPR, & Rubella | QUEST OB PANEL Includes: CBC, AB Screen, RBC, ABO Group, RH Type, RPR, Hep B Ag, & Rubella. QUEST Obstetric Panel does Not include HIV, so added in separate line item below** | 20210 | $26.00 |
| | ADD-On to ITEM #49 | EIA with Reflexes - Additional Charges apply if reflexes are run | 19728 | $10.00 |
| 50 | Prolactin | Prolactin | 746 | $8.50 |
| 51 | Prothrombin Time (PT) | Prothrombin Time with INR | 8847 | $4.85 |
| 52 | PSA | PSA, Total | 5363 | $8.50 |
| 53 | PTT Activated | PTT, Activated | 763 | $4.50 |
| 54 | RPR Titer | RPR Titer | 36203 | $3.75 |
| 55 | RPR with reflex to titer & confirmatory testing | RPR (Monitor) with Reflex to Titer | 36126 | $4.10 |
| 56 | RPR (Monitor) with Reflex to Titer (without confirmations) | RPR (Diagnosis) with Reflex to Titer and Confirmatory Testing^^ | 799 | $4.10 |
| 57 | RPR (DX) Reflex FTA-ABS | RPR (Diagnosis) with Reflex to Titer and Confirmatory Testing^^ | 36126 | $4.10 |
| | REFLEX to Item #55,#56, #57 | ^^Reflex to Titer | 36203 | $3.75 |
| | REFLEX to Item #55,#56, #57 | ^^Reflex Confirmation | 4112 | $10.00 |
| 58 | Rubella Antibodies, IgG | Rubella IGG AB | 23030 | $5.00 |
| 59 | Surpath (liquid pap smear) | Surepath Pap | 14471 or PMS1 | $24.50 |
| 60 | Surpath Pathology if pap smear abnormal | Path Review | RLB1 or PRL1 or PRV1 | $10.50 |
| 61 | Surepath with CT/GC (out of the vial) | Surepath Pap and CT/NG | 17257 | $59.50 |
| 62 | Testosterone | Testosterone, Total, LC/MS/MS | 15983 | $19.50 |

| | | | | |
|---|---|---|---|---|
| | Additional Offerring to Item #62 | Testosterone, Total, MALES | 873 | $19.31 |
| 63 | Total Iron and TIBC | Iron, Total & IBC | 7573 | $4.85 |
| 64 | Triglycerides | Triglycerides | 896 | $1.80 |
| 65 | TSH | TSH | 899 | $5.20 |
| 66 | TSH with Reflex to Free T4 | TSH with Reflex to Free T4* Reflex run when TSH result exceeds age/gender specific reference range | 36127 | $5.20 |
| | | *Reflex to Free T4 | 866 | $4.60 |
| 67 | Urine, complete | Urinalysis, Complete | 5463 | $5.50 |
| 68 | Urine Culture (& Sensitivity), Routine | Culture, Urine, Routine (Reflexes run at additional charge to isolate and identify) | 395 | $8.00 |
| | REFLEX for Item #68 | Presumptive ID | UR1P | $11.47 |
| | REFLEX for Item #68 | Org ID 1 | 1UR | $11.47 |
| | REFLEX for Item #68 | Susc-1 | 1UR1 | $12.25 |
| 69 | Uric Acid | Uric Acid | 905 | $2.20 |
| | The following services are quoted should there be a need for STAT services | | | |
| | | Stat Assay 1 | 3820 | $10.00 |
| | | Stat Assay 2 | 3821 | $20.00 |
| | | Stat Assay 3 | 3822 | $10.00 |

OPENED
9:40
2-20-13
Witnessed

**EXHIBIT "B"**
**Bid Page**
**HIDALGO COUNTY HEALTH AND HUMAN SERVICES**
***"ADDITIONAL LABORATORY SERVICES"***

## BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

| | |
|---|---|
| BIDDER/COMPANY NAME: | **Quest Diagnostics Clinical Laboratory, Inc.** |
| ADDRESS: | **4770 Regent Blvd.** |
| CITY/STATE/ZIP CODE: | **Irving, TX 75063** |
| PHONE & FAX NO'S: | **972-916-3200/972-692-7843** |
| CELLULAR NO: | |
| E-MAIL ADDRESS: | |
| AUTHORIZED SIGNATURE: | |
| PRINTED NAME: | Michael Peat, Ph.D |
| TITLE | Managing Director |

OPENED
9:40
2-20-13
Witnessed

(NIGP Commodity Codes: 948-55-50-Medical Services; Physical Examination;
948-55-83-Tests, Clinical Laboratory, Non-Drug Screenings;
948-55-84-Tests, Clinical Laboratory, Drug Screenings)

# EXHIBIT "C"

# INSURANCE REQUIREMENTS

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/17/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH & MCLENNAN COMPANIES
1166 AVENUE OF THE AMERICAS
NEW YORK, NY 10036

37986 -MAIN-ALL-12-13 Incrt Addres Rtnd

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

| INSURER(S) AFFORDING COVERAGE | | NAIC # |
|---|---|---|
| INSURER A : | Travelers Prop. Casualty Co. Of America | 25674 |
| INSURER B : | The Travelers Indemnity Company | 25658 |
| INSURER C : | Illinois Union Insurance Co | 27960 |
| INSURER D : | The Charter Oak Fire Insurance Company | 25615 |
| INSURER E : | | |
| INSURER F : | | |

INSURED
QUEST DIAGNOSTICS INCORPORATED
3 GIRALDA FARMS
MADISON, NJ 07940

**COVERAGES** **CERTIFICATE NUMBER:** NYC-005373714-27 **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 | | | TC2JCAP-266T3603-TIL-12 | 12/31/2012 | 12/31/2013 | COMBINED SINGLE LIMIT (Ea accident) | $ 3,000,000 |
| | 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 | UMBRELLA LIAB OCCUR | | | XFL G21820611 005 | 12/31/2012 | 12/31/2013 | EACH OCCURRENCE | $ 10,000,000 |
| | X EXCESS LIAB X CLAIMS-MADE | | | | | | AGGREGATE | $ 10,000,000 |
| | DED X RETENTION $ 2,000,000 | | | GL-Self Insured Retention | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | TC2JUB-266T3523-12 (AOS) | 12/31/2012 | 12/31/2013 | X WC STATU-TORY LIMITS OTH-ER | |
| B | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] | N/A | | TRKUB-266T3535-12 (AZ,MA,WI) | 12/31/2012 | 12/31/2013 | E.L. EACH ACCIDENT | $ 2,000,000 |
| A | (Mandatory in NH) | | | TC2JUB-1003A044-12 (CA) | 12/31/2012 | 12/31/2013 | E.L. DISEASE - EA EMPLOYEE | $ 2,000,000 |
| D | If yes, describe under DESCRIPTION OF OPERATIONS below | | | TC2OUB-1008A25A-12 (NV) | 12/31/2012 | 12/31/2013 | E.L. DISEASE - POLICY LIMIT | $ 2,000,000 |
| | | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

(Professional Liability / Claims Made - Self Insured Retention - $10,000,000 - 12/31/12 - 12/31/13)

HIDALGO COUNTY, IS INCLUDED AS ADDITIONAL INSURED WHERE REQUIRED BY CONTRACT.

**CERTIFICATE HOLDER**

HIDALGO COUNTY
ATTN: ROCIO VILLARREAL
2012 SOUTH BUSINESS HWY 281
EDINBURG, TX 78539

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Maria Nicholson

© 1988-2010 ACORD CORPORATION. All rights reserved.



The ACORD name and logo are registered marks of ACORD

**AI-37459** **Purchasing Department** **23. G. 1.**

**CC REGULAR**

**Meeting Date:** 03/20/2013

**Submitted For:** Martha Salazar **Submitted By:** Elena Gomez, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

**CAPTION**

Approval and action to reject bids received for:"Hidalgo County- Welding Supplies and Other Misc. Items" Bid No. 2013-015-02-27-MEG, as bidding vendors did not meet specifications with authority to re-advertise.

**BACKGROUND**

1. Authority to re-advertise was previously approved on CC 02/05/13 AI#36586
2. Contract Expires 04/29/13
3. Proposed schedule of events:

1st Advertisement--03/23/13
2nd Advertisement--03/30/13
Bid Opening:04/10/13

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** N/A

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

**BUDGETARY IMPACT:**

Countywide departments-
This is a countywide contract for welding supplies and other misc. items. Possible funding source are obj codes 671 & 679.

NO FUNDS REQUIRED AT THIS PHASE OF PROCUREMENT PROCESS.

## Attachments

Draft Contract

Legal Notice and Exhibit A

Legals Approval

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 03/13/2013 02:47 PM |
| Budget & Management | Obdett Calzada | 03/13/2013 03:18 PM |
| Rosalinda Cantu | Rosie Cantu | 03/13/2013 03:33 PM |
| Auditor's Office | Monica Badillo | 03/15/2013 04:22 PM |

Form Started By: Elena Gomez Started On: 03/05/2013 02:57 PM

Final Approval Date: 03/15/2013

**REQUIREMENTS AGREEMENT**
**C-13-015A-00-00**

THIS AGREEMENT (the "Agreement") is entered into effective as of the ___ day of _____ _____, 2013 by and between _____ ("Seller") and Hidalgo County, Texas ("Buyer").

**WHEREAS**, Buyer has solicited sealed bids for the supply of its requirements of Hidalgo County for the **"Welding Supplies and Other Misc. Items"** (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one (1) year and;

**WHEREAS**, Seller has submitted a proposal to supply Buyer's requirements; and

**WHEREAS,** Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

**NOW THEREFORE,** for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of one (1) year, with the County's sole option to extend/renew for an additional one (1) year term based upon prior year's performance evaluation and contingent upon cost, terms and conditions remaining unchanged. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on _____, 2013 and expire on _____, 2014 and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. **General Provisions**.

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

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such



DRAFT

other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attention: County Judge
302 W. University Drive
Edinburg, Texas 78539

If to Seller: _____
_____
_____
_____

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.

f. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **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.

h. **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.

i. **Assignment.** This Agreement shall not be assignable.

j. **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.

k. **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

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Company shall provide, to the extend it deems necessary, insurance in force on all persons connected with providing services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **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 ninety (90) 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).

o. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase

request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

**EXECUTED** effective as of the day and year first above written.

Approved By Commissioners Court:_____

**COUNTY OF HIDALGO**

**ATTEST:**

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

**COMPANY:**

By:_____
Printed Name:_____
Title:_____

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

_____
Stephen L. Crain, Attorney

DRAFT

# EXHIBIT "A"

# REQUEST FOR BIDS (RFB)
# PROCUREMENT PACKET

DRAFT

# EXHIBIT "B"
# BID PAGE

DRAFT

# EXHIBIT "C"
# CERTIFICATE OF INSURANCE

DRAFT

| BID: 2013-015A-00-00-MEG | Buyer II: Elena Gomez | Tel. No: (956) 318-2626 Ext. 4855 |
|---|---|---|

# REQUEST FOR BIDS

## HIDALGO COUNTY
## (ALL FUNDING SOURCES)
## "WELDING SUPPLIES AND OTHER MISC. ITEMS"

## BID OPENING DATE:

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Bus Hwy 281 New Administration Building
Edinburg, Texas 78539

956 318-2626 Form HCPD-03

1. Sealed bids will be received for **HIDALGO COUNTY (All Funding Sources) "WELDING SUPPLIES AND OTHER MISC, ITEMS"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **One (1) original and Three (3)** copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2013-015A-00-00-MEG- HIDALGO COUNTY(All Funding Sources)-"WELDING SUPPLIES AND OTHER MISC. ITEMS"** and in County's Purchasing Department, 2812 S. Business Highway 281, Edinburg, Texas, **on or before 9:30 A.M., Wednesday, month, date 2013. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2013-015A-00-00-MEG.** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **HIDALGO COUNTY (All Funding Sources) "WELDING SUPPLIES AND OTHER MISC. ITEMS"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
2808 South Highway 281
Edinburg, Texas 78539
(956) 318-2511

17. **SCHEDULE OF EVENTS:**

| | |
|---|---|
| **Bid Opening, 9:30 AM** | **Month, date 2013** |
| Award of Contract | _____, 2013 |
| Commence Work or Deliver Products | _____, 2013 |

18. **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:**

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **ETHICAL STANDARDS:**

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County,

to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST:**

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder’s indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items

found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
**HIDALGO COUNTY**
**(All Funding Sources)**
**"WELDING SUPPLIES and OTHER MISC. ITEMS"**
**BID NO.: 2013-015A-00-00-MEG**

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S Business Hwy 281 -New Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

## SPECIFICATIONS

Hidalgo County is seeking to enter into a Welding Supplies and Other Misc. Items contract with qualified participates. Sealed Bids will be received for the following ***"Welding Supplies and Other Misc. Items"*** on an "**As Needed Basis"**

It is intended that the amount of **Industrial welding supplies and other misc. items** will be on an "**as needed basis**" by Hidalgo County. It shall be agreed & understood that Hidalgo County will purchase no more supplies/material than is needed. All costs are to be net F.O.B.

### BID REQUIREMENTS AND OTHER TERMS AND CONDITIONS:

1. After bid is awarded and low bidder(s) default(s) in meeting the terms and conditions of this bid and/or comply with the contractual agreement, Hidalgo County reserves the right to seek services from the next lowest bidder(s). In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).

2. It is expressly understood and agreed that in case Hidalgo County should need **"**Industrial Welding Services and/or Welding Supplies" not available within the time frame needed from the successful vendor during the term of this contract, Hidalgo County reserves the right to purchase these items or request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract. Further, Hidalgo County reserves the right to seek another vendor if, at any time, vendor's prices do not conform to public pricing.

3. Continuing non-performance of the bidder(s) in terms of specifications shall be basis for termination of contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Bidder(s) will be given a reasonable opportunity before termination to correct the deficiencies.

4. In the event the material furnished does not meet all the above requirements (regardless of weather, tests acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for the unused portion of material found to be unsatisfactory.

5. Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Hidalgo County to restrict theses bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.

6. Hidalgo County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the lowest, best, and most advantageous to the County, including compliance to the bid specifications.

7. Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.

8. Hidalgo County reserves the right to hold the bids for a period of (90) ninety days without taking

DRAFT

action hereon.

9. Hidalgo County shall award the bid on a **LUMP SUM BASIS to ONE VENDOR** and/or **ITEM BY ITEM BASIS** and/or to **MULTIPLE** bidders, whichever is in the best interest of the County.

10. Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.

11. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of product, and /or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

12. The contract will be in effect for a period **of one (1) year** with the County's sole discretion to extend for a one (1) additional year under the same rates, terms and conditions.

13. Hidalgo County reserves the right to continue this bid for an additional (60) sixty day Grace Period at the end of the contract term due to unforeseen delay of award for the next contract term.

14. Insurance Certificates as per Exhibit "C" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder(s).

## WELDING SUPPLIES AND MISC. ITEMS:

The following welding supplies/material **will be awarded to the lowest bidder(s)**.

*****The following materials/items listed will be on an **"As Needed Basis"** only. **WELDING SUPPLIES** (*No items are specific name brands)***

| | SIZE | CASE/UNITS |
|---|---|---|
| 1. Metal welding **Rods** (different gauges)<br>1a Stainless steal welding **Rods** (different gauges) | 7018 1/8 | 50 LBS |
| | 7018 5/32 | 50 LBS |
| | 6011 1/8 | 50 LBS |
| | 6011 5/32 | 50 LBS |
| | 6011 3/32 | 50 LBS |
| | 6010 1/8 | 50 LBS |
| | 6010 5/32 | 50 LBS |
| | 6013 1/8 | 50 LBS |
| | 6013 5/32 | 50 LBS |
| 2. Rod keeper (storage system) - Electrode oven 120v | | 10-50 LBS |
| 3. Aluminum welding Rods (different gauges) | #35 1/8 | 5 LBS |

| 4. Cable (by feet) AWG Cooper | SIZE |
|---|---|
| | 1 |
| | 2 |
| | 4 |
| | 1/0 |
| | 2/0 |
| | 3/0 |
| | 4/0 |

DRAFT

| | | |
|---|---|---|
| 5. Torch RD-45 | 1/8 Steel | 1 LB |
| | 3/32 | 1 LB |
| 6. Alloy 144 Brass Electrode 10 minimum | 1/8 | 10 LB |
| | 5/32 | 10 LB |
| 7. Torch Brass | 1/8 | 1 LB |
| | 5/32 | 1 LB |
| 8. Oxygen (for welding gas) | 21 Series | |
| | 80 Series | |
| | 100 Series | |
| | 125 Series | |
| | 200 Series | |
| 9. Acetylene, (for welding gas) | # 3 | |
| | # 4 | |
| | MC | |
| | 100 Series | |
| 10. Nitrogen (for welding gas) | 19 Series | |
| | 40 | |
| 11. Argon - CO2 75-25% -Mig welder -mild steel | 20 | |
| | 40 | |
| | 80 | |
| | 100 | |
| | 125 | |
| | 200 | |
| | 300 | |
| 12. Welding Goggles standard (square frame, flip lens preferred) | | |
| 13. Leather Welding Gloves (standard) all sizes s, m, l - 4x | Mig Leather gloves | |
| | Tig Leather gloves | |
| 14. Nomex welding Gloves (standard sizes s, m, l-4x) | | |
| 15. Welding Helmets (2" with flip lens preferred) | | |
| 16. Jackson HSL1 Apprentice Quick Chance Hood | | |
| 17. Leather Jackets for Welders (complete) | Small | |
| | Medium | |
| | Large | |
| 18. Doo- Rag Flame Retardant Cap and/or Beanies | | |
| 19. Welding Blanket Coated Fiberglass and Acrylic Coated | Size | |
| | 6x4 | |
| | 6x6 | |
| | 6x8 | |
| | 6x10 | |
| | 8x8 | |
| | 8x10 | |
| | 10x10 | |
| 20. Bib Apron Leather | 36" | |
| | 48" | |
| 21. Lens Clear Huntsman "Nitro" Auto Darkening Inner Replacement | 1-13/16" x 4-1/16" | |
| 22. Torch Lighters ( 3 way) | | |

| | | | |
|---|---|---|---|
| 23. Torch Tips | Medium Torch 100 Series | **Tip Type 0-3-101** | **Size** |
| | | Cutting Tip Org. Victor | 0-3-101 Victor |
| | | Welding Tip Victor or equivalent to | #0-W-1 |
| | | | #1-W-1 |
| | | | #2-W-1 |
| | | | #3-W-1 |
| | | Heating Tip | Rosebud Victor 8 or equivalent to |
| | | **Tip Type 0-1-101** | **Size** |

DRAFT

| | | | |
|---|---|---|---|
| | Large Torch 300 Series | Cutting Tip Org. Victor | 0-1-101 Victor |
| | | Welding Tip Victor 2 or equivalent to | #0-W-1 |
| | | | #1-W-1 |
| | | | #2-W-1 |
| | | | #3-W-1 |
| | | Heating Tip | Rosebud Victor 8 or equivalent to |
| 24. Torch Gauges-Replacement Gauges for regulators are preferred : **a**) Victor & **b**) Victor CR150CR | a)Victor | | 1 ½" gauge |
| | | | 2" gauge |
| | | | 2 ½" gauge |
| | b)Victor CR150CR | | 1 ½" gauge |
| | | | 2" gauge |
| | | | 2 ½" gauge |
| 25. Torch Hoses - " R" and " T " | | **Size** | **"R" & "T"** |
| | | 25 ft x ¼ | |
| | | 50 ft x ¼ | |
| | | 100 ft x ¼ | |
| 26. Torches- Complete Kit is preferred with handle and cutting attachments | | Medium 100 Series | |
| | | Large 300 Series | |
| 27. Rental of Cylinder (as needed) | | **Gas** | **Tank Size** |
| | | Oxygen | 80 Series |
| | | | 100 Series |
| | | | 200 Series |
| | | Acetylene | 100 Series |
| 28. Tip cleaner- Standard | | | |
| 29. Flat Soap Stone-Standard Square | | | |
| 30. Soap Stone Holder | | | |
| 31. Safety Glasses – High Impact Protector Z94.3 | | | Dark |
| | | | Clear |
| 32. Cutting Dark Goggles | | | |
| 33. Welding cable liners -(for Millermatic 135) OEM Miller or equivalent to- Profax194011 | | | **Sizes** |
| | | | .30 |
| 34. Welder Tips - (for Millermatic 135) Contact tip | | | **Sizes** |
| | | | .030 |
| 35. Welding Wire- Spools - (Flux Coated) 1-lb -10lb no shield gas | | **Sizes** | LBS |
| | | .030 | 1 lb |
| | | | 2 lb |
| | | | 3 lb |
| | | | 4 lb |
| | | | 5 lb |
| | | | 6 lb |
| | | | 7 lb |
| | | | 8 lb |
| | | | 9 lb |
| | | | 10 lb |
| 36. Grinding Disc- Screw On – 4.1/2 x ¼ x 5/8-11 | | | |
| 37. Sanding Disc- Screw On – ( Med. Coarse grid- Zircowia flap disc) Hub style | | | Hub Style 4 ½ x 5/8" x 11 |
| | | | Z-40 |
| | | | Z-60 |
| | | | Z-80 |
| | | | Z-100 |
| | | | Hub Less 4 ½ x 7/8" |
| | | | Z-40 |
| | | | Z-60 |
| | | | Z-80 |
| | | | Z-100 |
| 38. Chop Saw Blades – 14 x 3/32 x 1 | | | |

DRAFT

| | | |
|---|---|---|
| 39. Strikers 1 & 3 flint striker | | single |
| | | triple |
| 40. Flints 1 & 3 flint replacement sets | | single |
| | | triple |
| 41. Spring Handle Cross Chisel & Pick Hammer | | |
| 42. Headgear w/ clear visor - (CEPMPH-CL)- & dark shade 5 | | |
| 43. Maximum- Hazardous Material Fee | | |
| 44. Plastic Rod Canister (Rod Guards) | | 14" (water tight-standard) |
| | | 16" (water tight-tig brazing rods) |
| 45. Flash back Arrestors | | |
| 46. Electrodes Holder | | |
| 47. Ground Clamp | | |
| 48. Cable connectors- male & female | | |
| 49. Ball point lugs | | |
| 50. Female Terminals | | |
| 51.Leather Sleeves protectors | | |
| 52. Quick Connect sets | | |
| 53. Welding Cable Liners (Millermatic 135) | | Size |
| | | .035 |
| 54. Welding Tips-(Millermatic 135) Contact tip | | .035 |
| 55. Tungsten tip for Tig | | Size |
| | Pure Tungsten | 1/16 |
| | | 3/32 |
| | | 1/8 |
| | 2% Thoriated | 1/16 |
| | | 3/32 |
| | | 1/8 |
| 56. Flux Cored welding wire-used with Shielding gas | Size | lbs |
| | .030 | 1 lb |
| | | 10 lb |
| | .035 | 1 lb |
| | | 10 lb |
| 57. Flux Cored welding wire- self shielded wire | .030 | 1 lb |
| | .035 | 10 lb |
| 58. Flux coated (ET-IT-GS) mild steel | .030 | 1 lb |
| | .035 | 10 lb |
| 59. Carbon Steel-(70S-6) mild steel | .030 | 1 lb |
| | .035 | 10 lb |
| 60.Stainless Steel (ER 308LSI) | .030 | 1 lb |
| | .035 | 10 lb |
| 61. Grinding Disc with hub | | size |
| | | 7 1/4x5/8-11 large |
| 62. Wire cup brush | | 2 ¾ x 5/8-11 |
| 63. Standard Twist wire wheel | | 4" x 5/8-11 |
| 64. Stringer Bead knot wheel | | 6"x 5/8-11 |
| 65. Shaft Knot wheel brush 3" x ¼" | | Crimped |
| | Carbon | .014 |
| | | .020 |
| | Stainless Steel | .014 |
| | | .020 |

DRAFT

| | | |
|---|---|---|
| | Carbon | Knotted |
| | | .014 |
| | | .020 |
| | Stainless Steel | .014 |
| | | .020 |
| 66. Flow gauge- for CO2 Argon for Mig & Tig welding | | |
| 67. Brazing Alloy Safety Silv - 15 % | | |
| 68. Mig Welding Machine 120 volt-180 volt, 208 volt, 240 volts (Miller or Lincoln model equal to or better) | | single face |
| | | triple face |
| 69. Replacement Mig Gun ( milliermatic 135) | | |
| 70. Auto Dark welding helmet multi shade 10-12 mask lens for Mig & Tig welding | | Large |
| | | Cylinder Size |
| 71. Tri-Gas Argon-CO2-Helium 7.5%-2.5-90% for stainless steel - All Sizes | | 291 |
| 72. Aluminum - | | Size |
| ER 4043 - and 1-lb – 1 | | .030 .035 |
| ER 4356 - and 1-1b | | .030 .035 |
| 73. Hand Held wire brush – mild & stainless steel | | Mild |
| | | Stainless Steel |
| 74. Refill of Co. owned cylinders- all series – Argon CO2- Tri-gas-Nitrogen | | |

**Market Volatility and Unit Price Adjustments:**

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

**1. Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the suppliers advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the suppliers notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

DRAFT

**2. Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

**3. Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

**4. Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

**5. Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

**ADDITIONAL INFORMATION**

All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Bus. Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Tuesday Month, date 2013 AT 5:00 P.M., AT (956) 318-2629. RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICANTS VIA FACSIMILE BY NO LATER THAN 5:00 P.M. Friday Month, date, 2013.**

DRAFT

**From:** Martha Salazar
**To:** "Cris Villarreal"
**Subject:** FW: 2013-015 Welding Supplies and other Related Misc
**Date:** Wednesday, January 23, 2013 4:27:40 PM

---

**From:** Steve Crain [mailto:scrain@atlashall.com]
**Sent:** Wednesday, January 23, 2013 4:13 PM
**To:** 'Martha Salazar'
**Subject:** RE: 2013-015 Welding Supplies and other Related Misc

The agreement is fine.

---

**From:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
**Sent:** Wednesday, January 23, 2013 3:24 PM
**To:** 'Steve Crain'
**Cc:** 'Cris Villarreal'
**Subject:** FW: 2013-015 Welding Supplies and other Related Misc
**Importance:** High

Mr. Crain:

Please review and comment as to form.

Thanks,

Marty

---

**From:** Cris Villarreal [mailto:cris.villarreal@co.hidalgo.tx.us]
**Sent:** Wednesday, January 23, 2013 3:12 PM
**To:** martha.salazar@co.hidalgo.tx.us
**Cc:** elena.gomez@co.hidalgo.tx.us
**Subject:** FW: 2013-015 Welding Supplies and other Related Misc

Ms. Marty,

Can you please forward the draft contract for legal's review so as to proceed with agenda request on authority to advertise project. I have included the specifications as well.

**AI-37702** **Closed Session 24. C.**

**CC REGULAR**

**Meeting Date:** 03/20/2013

**Submitted By:** Monica Badillo, EXECUTIVE OFFICE

**Department:** EXECUTIVE OFFICE

## Information

### CAPTION

T-1907-09-H, Pharr-San Juan-Alamo Independent School District and South Texas College, Et Al v. Reynaldo Ortiz

### BACKGROUND

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 03/15/2013 01:16 PM |
| Purchasing Department | Monica Badillo | 03/15/2013 04:22 PM |

Form Started By: Monica Badillo Started On: 03/15/2013 11:06 AM

Final Approval Date: 03/15/2013

**AI-37706** **Closed Session 24. D.**

**CC REGULAR**

**Meeting Date:** 03/20/2013

**Submitted By:** Monica Badillo, EXECUTIVE OFFICE

**Department:** EXECUTIVE OFFICE

## Information

### CAPTION

Potential Litigation - Electric Service Provider (Reliant) Sales Agreement

### BACKGROUND

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 03/15/2013 01:24 PM |
| Purchasing Department | Monica Badillo | 03/15/2013 04:22 PM |

Form Started By: Monica Badillo Started On: 03/15/2013 01:11 PM

Final Approval Date: 03/15/2013

**AI-37709** **Closed Session 24. E.**

**CC REGULAR**

**Meeting Date:** 03/20/2013

**Submitted By:** Monica Badillo, EXECUTIVE OFFICE

**Department:** EXECUTIVE OFFICE

## Information

### CAPTION

Claim of Feliciano Ramos

### BACKGROUND

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 03/15/2013 01:24 PM |
| Purchasing Department | Monica Badillo | 03/15/2013 04:22 PM |

Form Started By: Monica Badillo Started On: 03/15/2013 01:22 PM

Final Approval Date: 03/15/2013

**AI-37711** **Closed Session 24. F.**

**CC REGULAR**

**Meeting Date:** 03/20/2013

**Submitted By:** Monica Badillo, EXECUTIVE OFFICE

**Department:** EXECUTIVE OFFICE

## Information

### CAPTION

Claim of Alfredo Villanueva

### BACKGROUND

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 03/15/2013 01:47 PM |
| Purchasing Department | Monica Badillo | 03/15/2013 04:22 PM |

Form Started By: Monica Badillo Started On: 03/15/2013 01:31 PM

Final Approval Date: 03/15/2013

**AI-37703** **Open Session 25. C.**

**CC REGULAR**

**Meeting Date:** 03/20/2013

**Submitted By:** Monica Badillo, EXECUTIVE OFFICE

**Department:** EXECUTIVE OFFICE

## Information

### CAPTION

T-1907-09-H, Pharr-San Juan-Alamo Independent School District and South Texas College, Et Al v. Reynaldo Ortiz

### BACKGROUND

## Attachments

email

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 03/15/2013 01:16 PM |
| Purchasing Department | Monica Badillo | 03/15/2013 04:22 PM |

Form Started By: Monica Badillo Started On: 03/15/2013 11:07 AM

Final Approval Date: 03/15/2013

**AI-37707** **Open Session 25. D.**

**CC REGULAR**

**Meeting Date:** 03/20/2013

**Submitted By:** Monica Badillo, EXECUTIVE OFFICE

**Department:** EXECUTIVE OFFICE

## Information

### CAPTION

Potential Litigation - Electric Service Provider (Reliant) Sales Agreement

### BACKGROUND

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 03/15/2013 01:24 PM |
| Purchasing Department | Monica Badillo | 03/15/2013 04:22 PM |

Form Started By: Monica Badillo Started On: 03/15/2013 01:11 PM

Final Approval Date: 03/15/2013

**AI-37710** **Open Session 25. E.**

**CC REGULAR**

**Meeting Date:** 03/20/2013

**Submitted By:** Monica Badillo, EXECUTIVE OFFICE

**Department:** EXECUTIVE OFFICE

## Information

### CAPTION

Claim of Feliciano Ramos

### BACKGROUND

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 03/15/2013 01:24 PM |
| Purchasing Department | Monica Badillo | 03/15/2013 04:22 PM |

Form Started By: Monica Badillo Started On: 03/15/2013 01:23 PM

Final Approval Date: 03/15/2013

**AI-37712** **Open Session 25. F.**

**CC REGULAR**

**Meeting Date:** 03/20/2013

**Submitted By:** Monica Badillo, EXECUTIVE OFFICE

**Department:** EXECUTIVE OFFICE

## Information

### CAPTION

Claim of Alfredo Villanueva

### BACKGROUND

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 03/15/2013 01:47 PM |
| Purchasing Department | Monica Badillo | 03/15/2013 04:22 PM |

Form Started By: Monica Badillo Started On: 03/15/2013 01:32 PM

Final Approval Date: 03/15/2013

**From:** Josephine L. Ramirez
**To:** "Monica Badillo"
**Subject:** RE: Agenda Item
**Date:** Thursday, March 14, 2013 3:33:54 PM

---

Monica,

I believe Chris Trevino had conferred with the Auditor about the need for a survey and appraisal. Our office worked with Dennis Hendrix to revise the restrictions on the warranty deed, per Mr. Rene Guerra's direction.

Thanks.

Josephine Ramirez Solis
*Assistant Criminal District Attorney*
County Affairs Section
**Office of Criminal District Attorney**
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

**********
The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO josephine.ramirez@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**
**********

---

**From:** Monica Badillo [mailto:monica.badillo@co.hidalgo.tx.us]
**Sent:** Thursday, March 14, 2013 2:36 PM
**To:** josephine.ramirez@da.co.hidalgo.tx.us
**Subject:** FW: Agenda Item

Please review.

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

---

**From:** Jose Ochoa [mailto:jose.ochoa@co.hidalgo.tx.us]
**Sent:** Thursday, March 14, 2013 11:24 AM
**To:** monica.badillo@co.hidalgo.tx.us
**Cc:** jesus ozuna; Marcos Lopez; Joseph Palacios
**Subject:** Agenda Item

Good afternoon Monica,

Can you please place this as an agenda item for Commissioners Court on Wednesday, March 20, 2013. Attached for your review and back up is the warranty deed, appraisal and survey. The following is the wording for the agenda item:

Discussion, consideration and approval for executed, notarized Warranty Deed in favor of Hidalgo County, Texas transferring ownership of 2.50 acres of land for the purpose of providing a site for erection of a multipurpose facility to be used for emergency services.

Thanks Monica, Please call me at (956) 648-1245 if you have any questions or any additional information is needed.

Jose Ochoa
Right of Way Agent
P 956.383.3112 Ext. 4016
F 956.381.5905