

6. Health & Human Services Department - Eddie Olivarez: (SEE EXHIBIT H)

A. Discussion and/or action, including but not limited to Indigent Health Care Program and/or Expenditures

Presentation made.

At this time Commissioner Palacios steps out of the Court.

B. 1. Requesting authorization and approval to increase Human Services Division's 2007 budget (#7-1100-444-00-240-001-0) by \$45,390.00 to purchase computer related equipment in order to provide for a more efficient and productive operations.

On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

2. As a result of the above action, requesting authorization and approval to create object codes #665-Minor Computer Equipment (\$27,390.00) and #745-Computer Equipment (\$18,000.00) and post the amounts listed to the appropriate object codes per the attached amendment form.

On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

3. Discussion and/or possible action regarding the commencement of the process involved for the purchase of Indigent Health Care Software and Licensing Activity with an estimated annual cost of \$ 120,000-\$150,000.00 *RFB*

On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

7. Buildings & Grounds - Daniel Flores: (SEE EXHIBIT I)

Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:

- A. Renovations of administration building**
- B. Other ongoing county owned building construction, renovation repair projects**
- C. Emergency situations occurring since last agenda meeting**

Presentation made by Daniel Flores on items A thru C.



AGENDA

**CC REGULAR
HIDALGO COUNTY
COMMISSIONERS' COURT MEETING
March 08, 2007
9:30 A.M.**

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held in the Commissioners' Courtroom of the Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

- 1. Roll Call**
- 2. Pledge of Allegiance**
- 3. Prayer**
- 4. Open Forum**
- 5. Approval of Consent Agenda**
- 6. Health & Human Services Department - Eddie Olivarez:**
 - A.** Discussion and/or action, including but not limited to Indigent Health Care Program and/or Expenditures
 - B.** AI-2762 1. Requesting authorization and approval to increase Human Services Division's 2007 budget (#7-1100-444-00-240-001-0) by \$45,390.00 to purchase computer related equipment in order to provide for a more efficient and productive operations.

2. As a result of the above action, requesting authorization and approval to create object codes #665-Minor Computer Equipment (\$27,390.00) and #745-Computer Equipment (\$18,000.00) and post the amounts listed to the appropriate object codes per the attached amendment form.

3. Discussion and/or possible action regarding the commencement of the process involved for the purchase of Indigent Health Care Software and Licensing Activity with an estimated annual cost of \$ 120,000-\$150,000.00
- 7. Buildings & Grounds - Daniel Flores:**

Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:

 - A.** Renovations of administration building

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**SERVICE CONTRACT
C-07-**

THIS CONTRACT is made and entered into this ___ day of ___, 2007 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and _____ ("Company") a Texas Corporation.

WHEREAS, Company responded to advertised notices for proposals for _____ " (the "Services") for Hidalgo County Community Service Agency and

WHEREAS, Company submitted a proposal to provide services in accordance with specifications as proposal, as copy of such specifications is attached hereto as Exhibit _____ respectively and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of Hidalgo 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 within the County of Hidalgo of Hidalgo County, Texas, This Contract does not extend to any third parties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby agrees 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 the Hidalgo County Community Service Agency following a request for service by the Hidalgo County Community Service Agency Director. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulation in providing the Services, and devote such time as is necessary to safe and efficiently provide the Services.

3. This Contract shall begin on ___, 2007 and end on ___, 200

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "" attached hereto payable against written invoice submitted by Company.

6. Company shall ensure that no funds under this Contract are used, directly or indirectly, in the support of any religious or anti-religious activity, worship or instruction.

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

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

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

Company shall provide insurance in force on all its vehicles and all persons (Workers' Compensation) 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.

11. Company shall provide a sufficient amount of materials and a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services in accordance with the Specifications attached hereto.

12. Company shall establish, maintain and utilize internal control systems and procedures sufficient to prevent, detect and correct incidents of waste, fraud and abuse in CEAP and to provide for the proper and effective management of all program and fiscal activities funded by this County. Company's internal control systems and all transactions and other significant events must be clearly documented and the documentation made readily available for review by County.

13. Company shall give County complete access to all records, employees and agents for the purpose of monitoring or investigating the CEAP program. Company shall fully cooperate with Department's efforts to detect, investigate and prevent waste, fraud and abuse. Company shall immediately notify the County of any identified waste, fraud or abuse.

14. County will notify the funding source upon identification of possible instances of waste, fraud and abuse or other serious deficiencies.

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

16. Company shall defend 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 Company arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Company shall cover any act or failure to act by the Company, its agents or employees.

17. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

18. 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 manner of performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

19. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539**

If to Company:

20. 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.

21. This Agreement shall stand 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.

22. Any alterations, amendments or deletions to the terms of this Contract which are required by changes in federal law and regulations or state statute are automatically incorporated into this Contract without further legislative and administrative code amendment hereto, and shall become effective on the date designated by such law or regulation.

23. It is understood and agreed by the parties hereto that performances under this Contract must be rendered in accordance with federal law and regulations, and Texas State Law Administrative Code and the assurances and certifications made by County to federal funding agencies with regard to the operation of this program. Based on these considerations, and in order to ensure the legal and effective performance of this Contract by both parties, it is agreed by the parties hereto that the performance under this Contract may be amended in the following manner: TDHCA, from time to time during the period of performance of this Contract, shall issue policy directives which serve to establish, interpret, or clarify performance requirements under this Contract. Such policy directives shall be promulgated by the Executive Director or a designee thereof of Issuances. Such shall have the effect of qualifying the terms of this Contract, and shall be binding upon Company as herein.

24. This Contract shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

25. Except as specifically authorized by the agreement in writing or otherwise authorized by the terms of this Contract, any alterations, additions or deletions to the terms of this Contract shall be amended hereto in writing and executed by both parties to this Contract.

26. Company represents that it possesses the practical ability and the legal authority to enter into this Contract, receive and manage the funds authorized by this Contract, and to perform the services Company has obligated itself to perform under this Contract.

27. The person signing this Contract on behalf of Company hereby warrants that he/she has been authorized by Company to execute this Contract on behalf of Company and to bind Company to all terms herein set forth.

28. County shall have the right to suspend or terminate this Contract if there is a dispute as to the performance of either Company or the person signing this Contract to enter into this Contract or to render performances hereunder. Should such suspension or termination occur, Company is liable to County for any money it has received for performance of the provisions of this Contract.

29. After final payment and all other pending matters are closed, Company shall return all records concerning this Contract for four years after the fiscal year end of the year this Contracts terminates.

30. This Agreement may be terminated by County without cause upon thirty (30) days written notice to Company.

31. No person shall, on the ground of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under the Contract.

32. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1990, or with respect to an otherwise qualified disabled individual under section 504 of the Rehabilitation Act of 1973, shall also apply to any such program or activity.

33. 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 the contract immediately in the event a successful bidder fails to:

1. Meet schedules;
2. Pay any required fees or taxes;
3. Otherwise perform in accordance with the specifications.

34. All contracts or sub-grants in excess of \$2,000 for construction or repair must comply with the Copland "anti-trust" Act (18USC 874) as supplemented in Department of Labor regulations (29 CFR, part 3). Any suspected or reported violations of this Act shall immediately be reported to Texas Department of Housing and Community Affairs.

35. Company covenants that neither it nor any member of its governing body presently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Contract. Company further covenants that in the performance of this Contract no person having such interest shall be employed or appointed by Company..

36. No person (1) who is an employee, agent, consultant, officer, or official of the Company and who exercises or has exercised any functions or responsibilities with respect to assisted contract activities; or (2) who is in a position to participate in a decision making process or gains inside information with regard to such activities, may obtain a personal or financial interest or benefit, direct or indirect, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties during their tenure.

37. Company is required to comply with Executive Order 11246, "Equal Employment Opportunity" as amended by Executive order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity" and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, and Department of Labor.

38. The County may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. The federal funding agency (ies) reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

39. The County is subject to applicable regulations governing patents and invention, including government regulations issued by the Department of Commerce at 37 CFR part 401, "Rights to Inventions Made by Non-Federal Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."

40. The Federal Government has the right to:

- (1) obtain, reproduce, publish or otherwise use the data first produced under an award; and
- (2) authorize others to receive, reproduce, publish or otherwise use such data for Federal purposes.

41. TDHCA, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books documents, paper, and records which are directly pertinent to this Contract.

WITNESS our hands in duplicate originals this ____ day of _____, 2007

By: _____
Juan De Dios Salinas, Hidalgo Judge

ATTEST:

Arturo Guajardo Jr., County Clerk

COMPANY:

By: _____

Print Name: _____

Title: _____

Approved on behalf of _____

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

By: _____